

Solar Act Subsection r. Application

Strykers Road Solar, LLC

Solar Act Subsection r. Application
Strykers Road Solar, LLC

Documents Included

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Attachment 2. Expression of Interest

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Appendix 4. Host site's location in proximity to an Agricultural Development Area or Farmland Preservation Program project area

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Appendix 8. Pictures of materials located onsite

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Appendix 10. Executed pages of PJM ISA/WMPA with documentation of interconnection costs expended

Appendix 11. Documentation to safe harbor Federal Investment Tax credit

Appendix 12. Documentation demonstrating that project finance has been secured

Appendix 13. Documentation demonstrating that SREC offtake has been contracted for outside of the SREC spot market



Solar Act Subsection r. Application Form

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MAIL ROOM
MAR 14 2019

Application Requirements, Instructions, Terms and Conditions

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

The following application is intended only for developers of grid-supply solar electric power generation facilities that have satisfied the regulatory requirement at N.J.A.C. 14:8-2.4 (g) to file an Expression of Interest with the New Jersey Board of Public Utilities ("NJBP" or "Board") of intent to seek designation pursuant to N.J.S.A. 48:3-87 (r) and the requisite Board approval pursuant to N.J.A.C. 14:8-2.4 (g) as "connected to the distribution system" for purposes of Solar Renewable Energy Certificate ("SREC") or eligibility in the alternative for a Transition Incentive ("TI"). Projects must receive Board conditional designation as "connected to the distribution system" and commence commercial operations prior to the Board's determination that 5.1% of the retail electricity sales were attained from solar electric power generators to be eligible for an SREC. Projects that do not commence commercial operations prior to the Board's determination that 5.1% of the retail electricity sales were attained from solar electric power generators will be eligible for a TI. Before completing the attached Subsection r. application, please carefully read all of the information in I., II., and III. below.

I. Minimum Qualification Requirements

1. Only those applications which meet all the statutory requirements under N.J.S.A. 48:3-87(r) will be considered for designation as "connected to the distribution system" for purposes of SREC or TI eligibility. A Facility must enter commercial operations within two (2) years of the date of designation by the Board and prior to the Board's determination that 5.1% of the retail electricity sales were attained from solar electric power generators or the Facility will not be eligible to earn SRECs and the escrow described at I. 4 will be forfeited. A Facility that enters commercial operations within two (2) years of the date of designation by the Board but after the Board's determination that 5.1% of the retail electricity sales were attained from solar electric power generators the Facility will not be eligible to earn SRECs but may qualify for a TI and will retain ownership of the escrow described at I. 4.
2. Applications for projects proposed to be located on agricultural land taxed pursuant to the "Farmland Assessment Act of 1964" ("Farmland") which meet the statutory requirements under N.J.S.A. 48:3-87(s) will be rejected.
3. The applicant must have filed an Expression of Interest for the subject project with the Board in response to the May 2016 or February 2017 directive by the Board. The applicant must attach to this application, as Attachment 2, a copy of the Expression of Interest filed with the Board.
4. For any such application for a project greater than 25 kilowatts, the applicant must enter into the affixed Escrow Agreement with an Accredited Financial Institution in the amount of \$40,000 per MWdc. The applicant must submit a copy of the executed Escrow Agreement as Attachment 3.

II. Instructions for Completing the Subsection r. Application Form

1. Complete each section A. through G. of this application form, and affix the attachments required under I. Minimum Filing Requirements, as described above, and in the questions contained in section F below. Incomplete applications will not be processed.
2. The complete subsection r. application package must be submitted to the Board at the address specified below by 5:00 P.M. March 14, 2019.
3. Original signatures are required on all forms and within the certification in section G.
4. Five (5) completed application packages must be submitted to the Board.

III. Important Terms and Conditions

The "applicant" is defined to be the entity, specifically the project developer, contractor, installer, land speculator, or agent of any thereof, that submits the subsection r. application form.



Solar Act Subsection r. Application Form

1. The applicant, by signing the application and certification, acknowledges on behalf of all project participants, that approval pursuant to subsection r. is a condition of SREC or TI eligibility, i.e., the incentive authorized by the Board as a transition incentive, but does not obviate the need to comply with the SREC Registration Program requirements, and meet all relevant local, state or federal laws. The Board may attach specific conditions, including setting the effective date of the project's qualification life, when the Board issues a decision on the application.
2. The NJBPU reserves the right to modify the application information requirements or require the applicant to supplement the information provided during this application process.
3. Board staff will review each application for completeness, and notify the applicant within two weeks of receipt of application whether the application has been accepted for processing or is deficient and/or incomplete. **Incomplete applications will not be processed.**
4. By submitting an application, the applicant acknowledges on behalf of all project participants that the information included in the application may be subject to disclosure under the Open Public Records Act. Aggregated information will be used by the Board and/or other state, federal, county, regional or local agencies in reports and evaluations, and the geographic location may be used to update GIS mapping. The Board will issue a Board Order decision on all applications. All Board Orders will be posted on the Board's website at www.nj.gov/bpu.

All notifications regarding any modifications to the subsection r. application requirements will be posted on the Board website at www.nj.gov/bpu and NJCEP website at www.njcep.com.

All projects approved under the subsection r. application process must also comply with all appropriate provisions of the Renewable Portfolio Standards rules, including the SREC Registration Program ("SRP"), and must comply with all applicable local, state, and federal laws, permit requirements and regulations.

APPLICATION DELIVERY:

Five (5) completed application packages must be mailed or hand-delivered, and received by 5:00 PM March 14, 2019 to:

(Faxes and e-mails will not be accepted.)

**Solar Act Subsection r. Application Package
New Jersey Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350**



Solar Act Subsection r. Application Form

A: Applicant Contact Information

Applicant Company Name (if applicable): HCE Strykers Road Solar, LLC
 Mr. Ms. Dr. First Name: Stanford Last Name: Allison
 Daytime Phone: 919-829-0037, ext. 102 Email: stan.allison@holocene-energy.com
 Applicant Mailing Address: 727 W. Hargett St., Suite 201
 City: Raleigh State: NC Zip Code: 27603

B: Applicant Role (Indicate with checkmark the nature of the applicant, check all that apply)

Applicant is: Project Developer Proposed Facility Owner Contractor/Solar Installer
 Agent (if Agent, what role is represented) _____
 Other (if Other, describe applicant's role in project development) _____

C: Proposed Facility Owner (Who will own the Proposed Facility?)

Fill out if known. Duplicate data in A. above, if applicable

Company Name (if applicable): HCE Strykers Road Solar, LLC Contact Person: Stanford Allison
 Mailing Address: 727 W. Hargett St. Suite 201
 City: Raleigh State: NC Zip Code: 27603
 Daytime Phone: 919-829-0037, x102 Email: stan.allison@holocene-energy.com

D: Contractor / Solar Installer (Who will construct the Proposed Facility?)

Fill out if known. Duplicate data in A. above, if applicable

Company Name: Holocene Design Build, LLC Contact Person: Ralph Thompson
 Federal Tax I.D. Number: [REDACTED]
 Daytime Phone: 919-829-0037, x103 Email: ralph.thompson@holocene-energy.com
 Address: 727 W. Hargett St, Suite 201
 City: Raleigh State: NC Zip Code: 27603

E: Proposed Solar Facility Characteristics; N.J.A.C 14:8-2.4 (g) 1. i. – viii.

- i. Proposed Solar Facility Nameplate Capacity: 1.38 MW ac 1.76 MW dc
- ii. Estimated Energy to be Produced Annually: 2,183 MWh per year
- iii. Estimated SRECs to be Produced Annually: 2,183 SRECs per year
- iv. Estimated Commissioning Date: 12 / 31 / 2019 (Day, Month, Year)
 Estimated Decommissioning Date: 12 / 31 / 2039 (Day, Month, Year)
- v. Total Project Acreage: 4.99 roof area site acres
 Proposed Solar Facility Location or Address: 190 Strykers Road
 Proposed Solar Facility Block and Lot Number(s): Block 99 - Lot 99
 Proposed Solar Facility Township: Lopatcong Township
 Proposed Solar Facility Zip Code: 08865
- vi. Estimated Annual Rate Impact on Ratepayers: None: SRECs sold to EDC to meet RPS obligations, energy sold in wholesale market
- vii. Point of Interconnection: southwestern border of property via overhead poles to connect to JCP&L 3 Phase Distribution Electric Distribution Company accommodating facility interconnection: JCP&L
 PJM Interconnect Queue Number: AC1-018
- viii. Type of Solar Technology to be Used: Photovoltaic



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E: Proposed Solar Facility Characteristics; N.J.A.C 14:8-2.4 (g) 1. ix. – xvi.

- ix. Required State permits or approvals: Not required for roof top. Awaiting Letter of No Interest from NJDEP.
- x. Required Municipal permits, approvals, or waivers already received or anticipated: Warren County pending approval, Lopatcong Township zoning permit application pending approval. Both to be submitted on March 14, 2019
- xi. Current Zoning Designation(s) for the proposed host site: ROM – Research, Office and Manufacturing
- xii. Date of most recent change in zoning designation: Amended 11-1-2000 by Ord. No. 2000-28
- xiii. Zoning Ordinance; Lopatcong Section 243-75 (A)(12), et seq Solar Ordinance
- xiv. Maps and other documents showing the location and associated impacts, including identification of any farm parcels or lands preserved for agricultural, conservation, or recreational purposes, including, but not limited to, lands preserved pursuant to New Jersey's Green Acres Program, located within 0.5 miles of the host site. Maps and other documents submitted must also show the host site's location in proximity to an Agricultural Development Area or Farmland Preservation Program project area, as Appendix 4;
- xv. Maps and other documents showing the location of other grid supply projects proposed, under construction, or existing within the nearest Agricultural Development Area, land preserved under the Green Acres Program, and land preserved under the Farmland Preservation Program. Maps and other documents must also show the location of all solar grid supply projects proposed, under construction, or existing within five miles of the host site, as Appendix 5;
- xvi. Project decommissioning plans, prepared by an independent entity, for the end of the useful life of the facility. A decommissioning plan shall set out the process through which any lands disturbed by the construction and/or operation of the solar facility shall be restored to pre-existing condition and shall include, at a minimum as Appendix 6:
 - (1) A plan for removal of all solar energy generation facilities and all electrical appurtenances;
 - (2) A plan for removal of foundations and any access roads not needed for future purposes by the owner of the site; and
 - (3) A plan to ensure that environmental impacts are minimized and mitigated during decommissioning activities, including a plan for replacement of surface materials;

F: Other Information Required by the Board

1. What is the current status of project development? (Designed) Site Cleared, Majority of Materials Onsite, Construction Initiated, Construction Completed, Interconnection Completed, Authorized to Energize – circle each that apply to the project)
2. Has equipment been purchased? yes or no? No
3. If yes, provide proof of all equipment expenditures to date as Appendix 7. Purchase Order not issued
4. Has construction begun? yes or no? No
5. If yes, when was construction initiated? (day, month, year) ___ / ___ / ___



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6. If no, when will construction be initiated? (day, month, year) 07 / 01 / 19
7. Are materials currently onsite, yes or no? No
8. If yes, what materials are onsite? NA
Attach pictures of materials located onsite as Appendix 8. No materials onsite
9. If yes, when were materials delivered onsite? (day, month, year) ___ / ___ / ___ Not Applicable
10. If no, when are materials to be delivered onsite? (day, month, year) 07 / 01 / 19
11. Is any part of the project currently installed? yes or no? No
12. If yes, what materials are installed? _____
Attach pictures of completed construction as Appendix 9 Construction not completed
13. How much has been invested in project development? \$ _____
14. What is the anticipated total installed facility cost? \$ _____
15. Has the PJM Construction Service Agreement (CSA) and Interconnection Service Agreement (ISA) been executed? yes or no? Yes ISA
16. If yes, provide the executed pages of each document and the construction schedule and scope of work as well as documentation of interconnection costs expended in compliance with the PJM CSA as Appendix 10.
17. Has the project been interconnected and authorized to energize? yes or no? No
18. If yes, when was the system authorized to energize? (DD, MM,YY): (____, __, __)
19. If no, when is the system interconnection anticipated to be completed? (DD, MM,YY): (12, 31, 19)
20. Has an application been submitted to safe harbor Treasury Federal Investment Tax credit at 30%? yes or no? No
21. If yes, provide the cover letter for submission of documentation to safe harbor Federal Investment Tax credit at 30% as Appendix 11. Not required for 2019COD
22. Has project construction financing been secured? yes or no? No
23. If yes, provide documentation such as an affidavit or contract execution page demonstrating that project finance has been secured as Appendix 12. In process
24. Has an SREC offtake contract been secured? yes or no? No
25. If yes, provide documentation such as an affidavit or contract execution page demonstrating that SREC offtake has been contracted for outside of the SREC spot market as Appendix 13.
Strategic decision regarding contracted vs. spot market sales of SRECs remains under consideration



Solar Act Subsection r. Application Form

G: Certifications

The undersigned warrants, certifies, and represents that:

- 1) the information provided in this application package is true and correct to the best of his or her knowledge; and
- 2) the system 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
- 3) the system proposed will be constructed, installed and operated in accordance with all NJBPU policies and procedures for the SRP program;
- 4) all signing parties realize that certain information in this application may be subject to disclosure under the Open Public Records Act; and
- 5) all signing parties acknowledge that if any of the foregoing statements are willfully false, they are subject to punishment to the full extent of the law.

Applicant

Signature: SH Allison
 Print Name: Stanford H. Allison
 Date: March 13, 2019

Project Developer

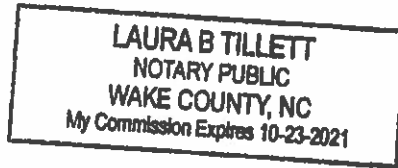
(if known)
 Signature: SH Allison
 Print Name: Stanford H. Allison
 Date: March 13, 2019

Proposed Facility Owner

(if known)
 Signature: SH Allison
 Print Name: Stanford H. Allison
 Date: March 13, 2019

Signed and sworn to before me on this 13th day of March, 2019

Laura B. Tillett
 Signature
Laura B. Tillett
 Name



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Strykers Road Solar, LLC

Attachment 2. Expression of Interest

Expression of Interest in Submitting an Application for SREC eligibility designation
under the Solar Act's Subsection (r)*

Applicant Company Name (if applicable): Conergy Development Corporation

Mr. Ms. Dr. First Name: Yann Last Name: Brandt

Daytime Phone: (305) 521-9780 Email: y.brandt@conergy.com

Applicant Mailing Address: 1801 NE 123rd Street

City: North Miami State: Florida Zip Code: 33181

Solar Facility Size: 1.76328 MW dc 1.356 MW ac

Module Capacity: 310 Watts dc Proposed Module Quantity: 5,688

Solar Facility Location or Address: 190 Strykers Road

Solar Facility Block and Lot Number(s): Block 15 : Lot 2

Solar Facility Township: Phillipsburg Solar Facility Zip Code: 08865

Electric Distribution Company (EDC) or MUA territory: PSE&G

PJM Interconnection Queue Number: Not Assigned

Indicate in which Application Round it is anticipated that a Subsection (r) application will be submitted. The project, if approved by the Board and completed within the subsequent two year designation period, will be eligible to generate SRECs for compliance with the NJ RPS commencing on the date of authorization to energize. (check one below):

- December 1, 2016:
 - March 1, 2017:
- (by statute, projects which are approved for designation that do not commence commercial operations within two years lose their eligibility for SRECs)

The undersigned warrants, certifies, and represents that the information provided in this EOI is true, accurate, complete and correct to the best of the undersigned's knowledge, and realize that certain information in this Notice may be subject to disclosure under the Open Public Records Act N.J.S.A. 47:1A; and acknowledge that submission of false information may be grounds for denial of this application, and if willfully false, subject to punishment to the full extent of the law. **Submission of this form is not an application and does not trigger the 180 day review period for applications under Subsection (r).**

Signature: 

Print Name: Yann Brandt Date: June 1, 2016

*Submission of this EOI form does not constitute an application for designation of eligibility under Subsection (r)

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Attachment 3. Executed Escrow Agreement



State of New Jersey
BOARD OF PUBLIC UTILITIES
ESCROW AGREEMENT
 N.J.S.A. 48:3-87r

PNC Bank, National Association

Name of Financial Institution

116 Allegheny Center Mall

P8-YB35-02-Z

Pittsburgh, Pennsylvania

412 768-7010

Telephone Number

Escrow Account Number

Strykers Road Solar, LLC

Name of Proposed Solar Electric Power Generation Facility Owner

190 Strykers Road

Burlington, NJ

Address of Proposed Solar Electric Power Generation Facility

NJSRRE1539645307

SRP Facility Registration Number

727 W. Hargett Street, Suite 201

Raleigh, NC 27603

Address of Proposed Solar Electric Power Generation Facility Owner

919 829 0037 x102

Telephone Number

Pursuant to Subsection r of Section 2 of L. 2012, c.24, the Solar Act of 2012 (“Act”), codified at N.J.S.A. 48:3-87, this Escrow Agreement is made on this 14th day of March, 2019, between
 Owner/Operator Name: Holocene Finance, LLC (hereinafter called “Depositor”), and
 Accredited Financial Institution Name: PNC Bank, National Association (hereinafter called “Escrow Agent”)

(1) Escrow Account/Purpose

The Depositor agrees to deposit, with the Escrow Agent, the funds described in N.J.S.A. 3-87r for the proposed solar electric power generation facility (Solar Facility) described above; and the Escrow Agent agrees to hold said funds in escrow in an interest bearing account pursuant to the Act, and the terms and conditions of this Agreement. The sole purpose of the escrow account shall be to insure that funds are set aside and kept available in the event that the Solar Facility is designated by the BPU as connected to the distribution system pursuant to N.J.S.A. 48:3-87 r, and fails to commence commercial operations within two (2) years of the date of designation.

(2) Approval of the Escrow Agreement

This Agreement shall be of no force and effect unless approved in writing by the BPU which approval may be withdrawn at any time by BPU within its sole discretion. This Agreement may only be amended by a written agreement approved in writing by BPU which may, from time to time, require such amendment in its discretion, or as otherwise set forth herein.

(3) Separation of Funds

The Depositor and the Escrow Agent agree that the escrow account shall be a separate account apart from all other accounts. The escrow account shall be the sole escrow fund maintained by the Depositor pursuant to the Act for the Solar Facility designated above. In cases where a Depositor has ownership or control over more than Solar Facility in the State of New Jersey, a separate escrow account shall be established for each facility.

(4) Escrow Deposit

The Depositor agrees to make the deposit into the escrow account of all monies required by N.J.S.A. 48:3-87 r to be deposited in connection with the above designated Solar Facility. The Depositor agrees to make no deposits into the escrow account except such funds as are so required. The Escrow Agent shall not be responsible for determining the amount to be deposited into the escrow account.

(5) Investment of Escrow Account Funds

In all cases, the escrow account shall be invested and maintained so as to maximize yield and minimize risk (subject to the approval of BPU). In the event this Agreement contains Investment Guidelines attached hereto, the escrow account shall also be invested and maintained in a manner fully consistent with such Guidelines. These Investment Guidelines may from time to time be revised or modified by BPU, in its discretion, as circumstances as prevailing financial market and economic conditions may change. Any such revisions or modifications by BPU to the Investment Guidelines shall be immediately incorporated into the terms of this Agreement upon receipt by the parties hereto, and thereafter the investment and maintenance of the escrow account shall be fully consistent with such revised or modified Investment Guidelines. Liquidity shall be maintained as directed by the BPU. ("Liquidity" shall mean the availability of funds for drawdown consistent with the BPU's strategy for commencement of commercial operation for the Solar Facility.)

(6) Interest and Other Income

The Depositor and the Escrow Agent agree that all interest and other income earned as a result of investment of funds in the escrow account shall be deposited as earned into the escrow account, to be applied toward any BPU-approved fees charged by the Escrow Agent for administering the account. Such interest and other income shall be subject to the same restrictions applicable to the principal of the escrow account as set forth in the Act, and this Agreement.

(7) Direction of investments

The Depositor shall have no right to direct the investment of the escrow account funds. Investments shall be directed by the Escrow Agent, subject to the provisions of the Act, and the determination of BPU, as set forth in this Agreement.

(8) Account as Non-Asset

All funds deposited in the escrow account shall not be considered an asset of the Depositor and shall not be available to any creditor of the Depositor in the event of the bankruptcy, reorganization, insolvency or receivership of the Solar Facility or the Depositor, or for any other reason. Depositor and the Escrow Agent agree that funds deposited in the escrow account are for the sole benefit of the purposes established by this Agreement and N.J.S.A. 48:3-87 r, and may be withdrawn only pursuant to the express provisions of this Agreement and N.J.S.A. 48:3-87 r. Funds will only be available for use by the owner/operator, or by a court-appointed receiver or other legal representative of the owner/operator upon written approval of the BPU.

(9) Quarterly Statement-Financial Institution

The Escrow Agent hereby agrees to submit quarterly statements of the escrow account to the BPU. The statements shall report on all transactions charged and credited to the escrow account, and shall include an itemization of all accrued interest and all opening and closing balances of principal and income.

(10) Withdrawal or Disbursement of Funds

The Depositor and the Escrow Agent agree that withdrawals from the escrow account will not be made or permitted without the written approval or directive of the BPU. Written approval will be given only upon submission and approval of a written request identifying the specific provision(s) of N.J.S.A. 48:3-87 r supporting the withdrawal. Written directive may be issued to the Escrow Agent by BPU upon a written request or in the absence of a written request upon a determination by BPU, in its discretion, that a) the Depositor is entitled to return of the funds because designation of the Solar Facility as connected to the distribution system is denied, b) the Depositor is entitled to return of the funds because the Solar Facility has achieved commercial operation within two (2) years of the date of designation or c) the State is

entitled to the funds because the Solar Facility has failed to achieve commercial operation within two (2) years from the date of designation as connected to the distribution system. Upon the issuance and delivery to the Escrow Agent of such written approval or directive by BPU, the Escrow Agent shall immediately disburse the funds called for by said approval or directive, for use solely for the purposes and in the manner specified in said written approval or directive.

(11) Compensation of Escrow Agent

Notwithstanding the terms of paragraph 10 of this Agreement, the Escrow Agent shall be entitled to take reasonable compensation for its services in administering the escrow account to be established under this Agreement. Such compensation may be deducted by the Escrow Agent directly from the escrow account from time to time, but in no event more frequently than once a month, unless more frequent deductions are approved in writing by BPU. All such deductions shall be fully documented and shown as a debit to the escrow account by the Escrow Agent under the quarterly statements to be submitted to BPU, pursuant to paragraph 9 of this Agreement. In all cases, the amount or rate of such compensation shall be reasonable, shall not exceed the amount or rate of compensation customarily charged by the Escrow Agent for like services, and shall be subject to the written approval of BPU. For purposes of this Agreement, and unless and until written approval to modify such compensation is given by BPU, the amount or rate of compensation to be charged by the Escrow Agent hereunder shall be as follows (detailed):



(12) Liability of the Escrow Agent

The Depositor agrees to indemnify and hold the Escrow Agent harmless from and against all liabilities, fees, costs and expenses incurred by the Escrow Agent, with respect to the performance of its duties hereunder, unless said liabilities, fees, costs or expenses shall arise from the Escrow Agent's failure to perform its duties hereunder with reasonable cost and care.

(13) Termination

This Agreement may be terminated by either party on 90 days' written notice to BPU and to the other party to this Agreement, which notice shall state the reasons for such termination, and the provisions of this Agreement shall remain in full force and effect until the expiration of said 90 days' notice. In the case of termination by the Depositor, such termination shall be ineffective in the absence of prior written consent by BPU, on such terms as BPU, in its discretion, may require. In the event of termination, the Depositor shall submit a new escrow agreement to BPU, for review and approval as set forth in paragraph 2, within 60 days from the notice of termination. Upon such approval, BPU will give the Escrow Agent hereunder written approval to transfer the funds in the escrow account, with accumulated interest and other income from investment of the funds in the escrow account, to the new Escrow Agent under the new escrow agreement, and the Escrow Agent shall immediately transfer all such funds to the new Escrow Agent upon receipt of such written approval. No such transfer shall be made without such written approval by BPU. Such transfer of funds must be through an inter-financial institution transaction and shall not be transferred through the Depositor. Nothing herein shall limit the right of BPU to withdraw its approval of this Agreement at any time, in its discretion, as set forth in paragraph 2 herein.

(14) Notice and Instructions

All notices and instructions related to this Agreement shall be in writing and, except for bank statements to BPU under paragraph 9, shall be made by certified or registered mail, return receipt requested. All notices and instructions sent to the parties hereto shall be sent to the addresses of the parties set forth at the beginning of this Agreement. For purposes of this Agreement, and until notification of a change of address is supplied by BPU to the parties hereunder, all notices to the **NEW JERSEY BOARD OF PUBLIC UTILITIES** shall be addressed to,

B. Scott Hunter
Manager,
Division of Clean Energy
44 South Clinton Ave., 3rd Floor, Suite 314
P.O. Box 350, Trenton, NJ
08625

In Witness Whereof, the parties to this Escrow Agreement have executed same on this 14th day of March, 2019.
 (Owner/Operator Name)

By Stanford H. Allison
 Signature

 Stanford H. Allison

 Manager

ATTEST:

By Laura B. Tillett
 Signature

 Laura B. Tillett
 Print or Type Name

(Accredited Financial Institution Name)
 By James G. Baughman
 Signature

 James Baughman
 Print or Type Name

 AVP - Escrow & Payment Services
 Title

APPROVED BY THE NEW JERSEY BOARD OF PUBLIC UTILITIES

By _____
 B. Scott Hunter
 Manager, Division of Clean Energy
 NJBPU

 Date

NEW JERSEY BOARD OF PUBLIC UTILITIES
OFFICE OF CLEAN ENERGY

**SUBSECTION R ESCROW ACCOUNTS
INVESTMENT GUIDELINES TO BE FOLLOWED BY ACCREDITED FINANCIAL
INSTITUTION***

PORTFOLIO OBJECTIVES

Maximize Return, Minimize Risk

GUIDELINES

The Escrow Agent shall use all reasonable efforts to invest in funds at the highest available rates of interest, consistent with the timing of the escrow fund withdrawal requirements, in the following:

- A. Obligations issued or guaranteed by an instrumentality or agency of the United States of America, whether now existing or hereafter organized;*
 - B. Obligations issued or guaranteed by any State of the United States or the District of Columbia.*
 - C. Repurchase agreements (including repurchase agreements of the Escrow Agent) fully secured by obligations of the kind specified in (A) or (B) above, as well as in money market funds and in common funds of the Escrow Agent invested in obligations specified in (A) and (B) above;*
- and*
- D. Interest bearing deposits in any bank or trust company (which may include the escrow agent) which has combined capital surplus and retained earnings of at least \$50,000,000. Any interest payable on said funds shall become part of the escrow account balance.*
 - E. Maximum maturity of individual securities limited to 3 years.*
 - F. The average maturity should be between 1 and 2 years.*
 - G. For all county, municipal, and local governments, please refer to N.J.S.A. 40A:5-15.1, which provides specific guidance for the allowable investment of public funds.*

*Accredited financial institution" means any commercial bank, savings bank or savings and loan association with its principal office located in the State of New Jersey, and insured by the Savings Association Insurance Fund (SAIF) or the Federal Deposit Insurance Corporation (FDIC); or a limited purpose trust company that meets the requirements set forth in N.J.S.A. 17:9A-28 and 17:9A-31 with its principal office located in the State of New Jersey maintaining assets in excess of \$ 50,000,000.

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Strykers Road Solar, LLC

Appendix 4. Host site's location in proximity to an Agricultural Development Area or Farmland
Preservation Program project area

190 STRYKERS ROAD
Lopatcong Township
Current Owner: STAG GI NEW JERSEY, LLC

Block: 99
Lot: 2

Order Reports

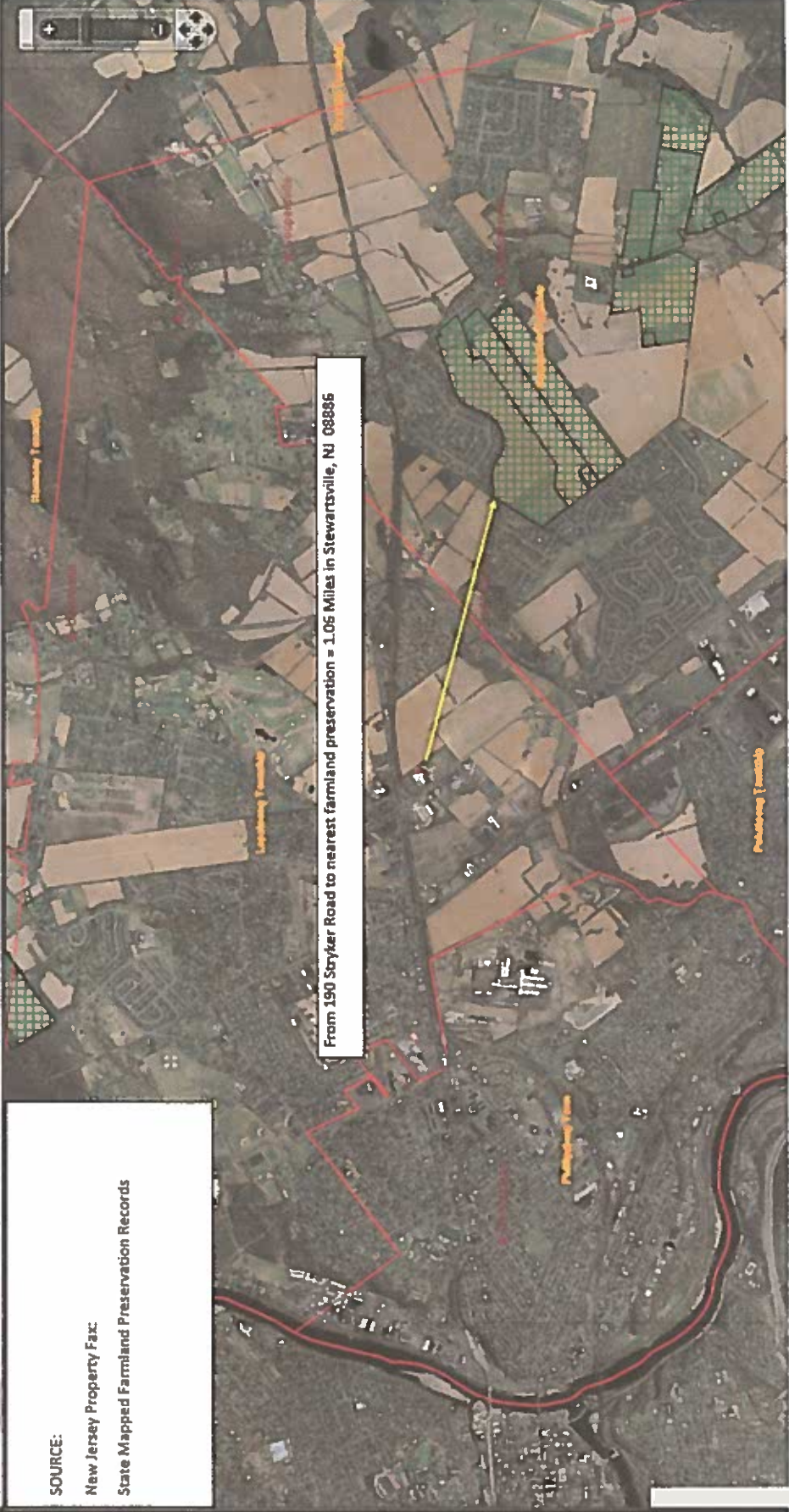
Open GIS in new window

- Legend
- Boundaries
- MLS Listings
- Public Services
- Conservation Areas
- Farm Land Preservation
- Highlands
- NO Open Space
- Water
- Aerials

- View
- Google Layers
- All Layers
- Conservation Areas
- Demographics
- Hazards Aerials
- Water
- Refresh
- Selection Tools
- Drawing Tools
- Measure Tools
- Print Map
- Info Pane
- Show Data
- Print
- Select
- Pin
- Zoom Rectangle
- Zoom In
- Zoom Out
- Previous
- Next

SOURCE:
New Jersey Property Fax
State Mapped Farmland Preservation Records

From 190 Stryker Road to nearest farmland preservation = 1.06 Miles in Stewartsville, NJ 08886



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Strykers Road Solar, LLC

Appendix 5. Solar grid supply projects proposed, under construction, or existing within five miles of host site

Strykers Road Solar

5 Mile Radius

Legend

- 5 Mile Radius
- Additional Sites
- HCE Solar Sites

Phillipsburg Solar 14 Acres

Solar Site 1 1 Acres

Solar Site 1 2 Acres

Strykers Road Solar
Solar Site 56 Acres

Stewartsville Solar 29 Acres

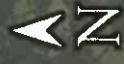
Solar Site 1 5 Acres

Solar Site 1 3 Acres

Solar Site 6 Acres

Solar Site 2 5 Acres

10 MW Grid Supply Pipeline Project



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Strykers Road Solar, LLC

Appendix 6. Project decommissioning plans, prepared by an independent entity

Decommissioning Plan for the Strykers Road Solar Project

109 Strykers Road, Phillipsburg, New Jersey

March 13, 2019

Prepared for

Holocene Design Build, LLC



Holocene
CLEAN ENERGY

727 W Hargett St., Raleigh, NC 27603

Prepared by



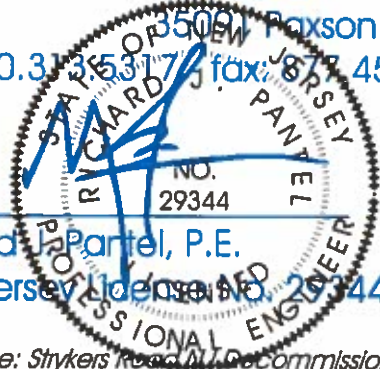
TectoniCorp, P.C.
Princeton Engineering

Solar, Structural, Electrical and Site Engineering

3509 Paxson Road, Round Hill, VA 20141

tel: 540.313.5317 fax: 540.455.5641 - www.Princeton-Engineering.com

Richard J. Pantel, P.E.
New Jersey License No. 29344



2.0 PROJECT COMPONENTS

The Project components that are subject to decommissioning include the equipment summarized below. The decommissioning activities associated with these components are discussed in Section 3.0 of this Plan.

2.1 GRADING AND ROADS

N.A.

2.2 FENCING

N.A.

2.3 PV EQUIPMENT INSTALLATION

The Project will be constructed with Astronergy PV modules and mounted on 5,688 fixed tilt racking tables. Each racking table will be a SolarStrap ballasted fixed tilt rack, and will attached directly to the roof (no ballast).

2.4 INTERNAL POWER COLLECTION SYSTEM

There will be (22) 60kWac inverters, (1.32 MWac total) with one (1) transformer (1,500kVA). Each inverter will collect DC energy from the solar array and convert it to AC energy. The output from multiple inverters will be directed to aggregating AC panels. The output from each panel goes to the LV switch and 1500kVA transformer located on the east side of the building. The transformer will step up the AC voltage from 480VAC to 34.5kV for connection to the MV switch located at the southern side of the building. The system interconnects to the Jersey Central Power and Light utility's distribution system from the MV switch to the two new poles installed near the point of interconnect along Stryker Road.

3.0 PROJECT DECOMMISSIONING AND RECYCLING

The facility closure activity will depend on the expected future use of the site. Certain facility equipment and features may be left in place for future uses, such as distribution facilities, roads, and drainage features. At the time of decommissioning, a plan will be submitted to Town of Phillipsburg proposing the improvements and equipment that will be removed and improvements and equipment that will remain for future use, based on expected future use of the site.

The key Project components to be affected by decommissioning activities are discussed below. In general, decommissioning would attempt to maximize the recycling of all facility components.





debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the onsite equipment being used. The debris and equipment will be processed for transportation and delivery to an appropriately licensed disposal facility or recycling center. Modules may be recycled. No hazardous materials or waste will be used during operation of the solar facility, and disposal of hazardous materials or waste should not be required during decommissioning.

As part of decommissioning, the owners will either identify local recycling centers that accept electrical components and solar panels or work directly with various solar panel manufacturers regarding recycling for technology upgrades or reconditioning for product reuse.

3.3 INTERNAL POWER COLLECTION SYSTEM

The inverter pads and transformers will be dismantled and removed. The underground low and medium voltage cable/collection lines will be removed from below the ground surface. Any aluminum from the conductors will be recycled or removed from the site to an appropriately licensed disposal facility. System owner will coordinate with Utility for removal of Utility owned equipment (approx. 450LF of medium voltage cable and 2 mounting poles).

3.4 ROADS

N.A.

3.5 FENCING

N.A.

3.6 SITE RESTORATION

Because the initial Project site grading results in a site with a slope and topography materially similar the existing site, no significant grading or rework of the site other than de-compaction will be performed. Once removal of all Project equipment is complete, compacted roadways and engineered fill areas will be de-compacted. De-compaction of the general site should be conducted by chisel-plowing, disking or similar method, to a depth of one foot (1') if the site is to be used for agricultural purposes. If at the time of decommissioning any re-grading is necessary as part of site restoration, the Project will work with the Town of Phillipsburg and New Jersey Department of Environmental Protection to prepare and implement a storm water management plan.



Appendix A: Estimated Decommissioning Costs

The overall scope and sequence is described above in Section 3. The decommissioning costs as shown below are based upon the assumption that detention basins will remain in place, but all other improvements, including the internal drives, will be removed. The sequence of decommissioning will be as follows:

1. Install silt fence around the perimeter of the disturbed area.
2. Remove all above grade bolted down material (Inverters, switches, combiners, PV modules and roof top racking, etc.). This removal will cause limited site disturbance generally related to tire and tractor tread friction.
3. Remove concrete pads. The pads will be broken by appropriate equipment into pieces sized appropriately to allow material handling and placement onto trucks for removal from the site.
4. Remove the underground wiring. This task will be accomplished by trenching down proximate to the buried wires, withdrawing the wires, then backfilling the trenches.
5. Remove above ground MV wire and poles.
6. The disturbed areas will be plowed and re-seeded.
7. The silt fence will be removed and the affected areas re-seeded.

The costs associated with the above activities will be as follows:



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Appendix 7. Proof of all equipment expenditures to date

Purchase order not issued.

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Appendix 8. Pictures of materials located onsite

No materials onsite.

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Appendix 9. Pictures of completed construction

Construction not completed.

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Appendix 10. Executed pages of PJM ISA/WMPA with documentation of interconnection costs expended



2750 Monroe Blvd.
Audubon, PA 19403

Via DocuSign

July 14, 2017

HCE Strykers Road Solar, LLC
727 W. Hargett St. Suite 201
Raleigh, NC 27603
Attn: Stanford H. Allison, Manager HCE Strykers Road Solar, LLC

Dear Mr. Allison,

Re: AC1-018 – “Morris Park 12.47 kV”- Combined Feasibility/System Impact Study Report and Interconnection Service Agreement and Interconnection Construction Service Agreement

Enclosed is a report documenting the results of the **AC1-018** Combined Feasibility/System Impact Study. The results of this study are predicated on a **2020** transmission system based upon PJM's best assumptions at the present time for load growth and connection of proposed new generation additions.

Combined Feasibility/System Impact Studies are performed to determine the facilities required for interconnection and to define the estimated cost and timing for construction of attachment facilities and network upgrades required for the reliable interconnection of a generation project to the PJM system. The costs and associated timing described in the enclosed report are based upon estimates given to PJM by the affected Transmission Owner(s). The costs are your responsibility as the project developer.

The Combined Feasibility/System Impact Study estimates do not include the feasibility, cost, or time required to obtain property rights and permits for construction of the required facilities. The project developer is responsible for the right of way, real estate, and construction permit issues. In addition, the Feasibility Study estimates do not include any the costs associated with engineering and constructing the equipment and facilities on the developer's side of the point of interconnection. These costs are the responsibility of the project developer.

Please be advised that all modeling will be completed consistent with Manual 3A. Market settlements cannot begin until these steps have been complete.

Note that Tariff §212.5 milestones require that you have all site permits, water and fuel agreements and associated right of way, and a memorandum of understanding for major equipment at the time you return your executed Interconnection Service Agreement (ISA). It is your responsibility to ensure these requirements are met and if they cannot be met at the time of the return of the ISA, you must demonstrate your due diligence and propose dates when those milestones will be met.

then PJM may require the Participant to provide a Letter of Credit from another financial institution that is rated A/A2 or better, or to provide a cash deposit. If a Letter of Credit is provided from a U.S. branch of a foreign institution, the U.S. branch must itself comply with the terms of this credit policy, including having its own acceptable credit rating. Any questions regarding whether a financial institution is acceptable or not should be addressed credit_hotline@pjm.com. You may access the Standard Letter of Credit through the PJM webpage under Planning/RTEP Development/Expansion Planning Process. Any deviation from the standard Letter of Credit form must be approved by PJM before the Letter of Credit is executed. Please allow at least two weeks for Letter of Credit review if any changes from the standard form are requested. If there are any questions, please contact Jeannette Mittan (contact information in wire transfer section above).

Following the execution of this ISA and ICSA, your contact at PJM will be Chibuzor Ofoegbu at 610.666.2375 or by e-mail at Chibuzor.Ofoegbu@pjm.com. Please keep him copied on correspondence with Jersey Central Power & Light, JCP&L, as well as maintaining contact with him regarding the metering and communications needed for PJM.

If you wish to discuss the results of the Combined Feasibility/Impact Report or the ISA/ICSA agreements with me, please let me know. My office telephone number is 610.666.4561 and my email address is Lisa.Krizenoskas@pjm.com.

Sincerely,



Lisa Krizenoskas

Sr. Engineer
PJM Interconnection Projects

Attachments

PJM (w/attachments):

Stanford Allison-IC
Bob Sheppard- IC
Laura Davis-FE
Dave Cardy- FE
Chibu Ofoegbu- PJM
Dave Egan- PJM

File

INTERCONNECTION SERVICE AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
HCE Strykers Road Solar, LLC
And
Jersey Central Power & Light Company
(PJM Queue Position #AC1-018)**

- 1.0 **Parties.** This Interconnection Service Agreement (“ISA”) including the Specifications, Schedules and Appendices attached hereto and incorporated herein, is entered into by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (hereinafter “Transmission Provider” or “PJM”), HCE Strykers Road Solar, LLC (“Interconnection Customer”) and Jersey Central Power & Light Company (“Interconnected Transmission Owner” or “JCPL”). All capitalized terms herein shall have the meanings set forth in the appended definitions of such terms as stated in Part I of the PJM Open Access Transmission Tariff (“Tariff”).
- 2.0 **Authority.** This ISA is entered into pursuant to Part VI of the Tariff. Interconnection Customer has requested an Interconnection Service Agreement under the Tariff, and Transmission Provider has determined that Interconnection Customer is eligible under the Tariff to obtain this ISA. The standard terms and conditions for interconnection as set forth in Appendix 2 to this ISA are hereby specifically incorporated as provisions of this ISA. Transmission Provider, Interconnected Transmission Owner and Interconnection Customer agree to and assume all of the rights and obligations of the Transmission Provider, Interconnected Transmission Owner and Interconnection Customer, respectively, as set forth in Appendix 2 to this ISA.
- 3.0 **Customer Facility Specifications.** Attached are Specifications for the Customer Facility that Interconnection Customer proposes to interconnect with the Transmission System. Interconnection Customer represents and warrants that, upon completion of construction of such facilities, it will own or control the Customer Facility identified in section 1.0 of the Specifications attached hereto and made a part hereof. In the event that Interconnection Customer will not own the Customer Facility, Interconnection Customer represents and warrants that it is authorized by the owner(s) thereof to enter into this ISA and to represent such control.
- 4.0 **Effective Date.** Subject to any necessary regulatory acceptance, this ISA shall become effective on the date it is executed by all Interconnection Parties, or, if the agreement is filed with FERC unexecuted, upon the date specified by FERC. This ISA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated in accordance with the terms set forth in Appendix 2 to this ISA. The term of the ISA shall be as provided in Section 1.3 of Appendix 2 to this ISA. Interconnection Service shall commence as provided in Section 1.2 of Appendix 2 to this ISA.

PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.

Interconnection Customer shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider’s reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Interconnection Customer (i) did not cause and (ii) could not have remedied through the exercise of due diligence. The milestone dates stated in this ISA shall be deemed to be extended coextensively with any suspension of work initiated by Interconnection Customer in accordance with the Interconnection Construction Service Agreement.

- 7.0 Provision of Interconnection Service. Transmission Provider and Interconnected Transmission Owner agree to provide for the interconnection to the Transmission System in the PJM Region of Interconnection Customer’s Customer Facility identified in the Specifications in accordance with Part IV and Part VI of the Tariff, the Operating Agreement of PJM Interconnection, L.L.C. (“Operating Agreement”), and this ISA, as they may be amended from time to time.
- 8.0 Assumption of Tariff Obligations. Interconnection Customer agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.
- 9.0 Facilities Study. In analyzing and preparing the **Combined Feasibility/System Impact Study**, and in designing and constructing the Attachment Facilities, Local Upgrades and/or Network Upgrades described in the Specifications attached to this ISA, Transmission Provider, the Interconnected Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE INTERCONNECTED TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR INTERCONNECTED TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE ATTACHMENT FACILITIES, THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Interconnection Facilities and any Merchant Transmission Upgrades described in the Specifications will be designed and constructed (to the extent that Interconnected Transmission Owner is responsible for design and construction thereof)

11.0 Interconnection Specifications

- 11.1 Point of Interconnection. The Point of Interconnection shall be as identified on the one-line diagram attached as Schedule B to this ISA.
- 11.2 List and Ownership of Interconnection Facilities. The Interconnection Facilities to be constructed and ownership of the components thereof are identified in Section 3.0 of the Specifications attached to this ISA.
- 11.3 Ownership and Location of Metering Equipment. The Metering Equipment to be constructed, the capability of the Metering Equipment to be constructed, and the ownership thereof, are identified on the attached Schedule C to this ISA.
- 11.4 Applicable Technical Standards. The Applicable Technical Requirements and Standards that apply to the Customer Facility and the Interconnection Facilities are identified in Schedule D to this ISA.

12.0 Power Factor Requirement.

Consistent with Section 4.7 of Appendix 2 to this ISA, the power factor requirement is as follows:

The Generation Interconnection Customer shall design its non-synchronous Customer Facility with the ability to maintain a power factor of at least 0.95 leading to 0.95 lagging measured at the generator's terminals.

- 13.0 Charges. In accordance with Sections 10 and 11 of Appendix 2 to this ISA, the Interconnection Customer shall pay to the Transmission Provider the charges applicable after Initial Operation, as set forth in Schedule E to this ISA. Promptly after receipt of such payments, the Transmission Provider shall forward such payments to the appropriate Interconnected Transmission Owner.
- 14.0 Third Party Beneficiaries. No third party beneficiary rights are created under this ISA, except, however, that, subject to modification of the payment terms stated in Section 10 of this ISA pursuant to the Negotiated Contract Option, payment obligations imposed on Interconnection Customer under this ISA are agreed and acknowledged to be for the benefit of the Interconnected Transmission Owner(s). Interconnection Customer expressly agrees that the Interconnected Transmission Owner(s) shall be entitled to take such legal recourse as it deems appropriate against Interconnection Customer for the payment of any Costs or charges authorized under this ISA or the Tariff with respect to Interconnection Service for which Interconnection Customer fails, in whole or in part, to pay as provided in this ISA, the Tariff and/or the Operating Agreement.

- 20.0 Addendum of Non-Standard Terms and Conditions for Interconnection Service. Subject to FERC approval, the parties agree that the terms and conditions set forth in Schedule F hereto are hereby incorporated herein by reference and be made a part of this ISA. In the event of any conflict between a provision of Schedule F that FERC has accepted and any provision of Appendix 2 to this ISA that relates to the same subject matter, the pertinent provision of Schedule F shall control.
- 21.0 Addendum of Interconnection Customer's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section 24.1 of Appendix 2 to this ISA, Schedule G to this ISA shall set forth the Interconnection Customer's agreement to conform with the IRS safe harbor provisions for non-taxable status.
- 22.0 Addendum of Interconnection Requirements for all Wind or Non-synchronous Generation Facilities. To the extent required, Schedule H to this ISA sets forth interconnection requirements for a wind or non-synchronous generation facilities and is hereby incorporated by reference and made a part of this ISA.
- 23.0 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Transmission Providers, Interconnected Transmission Owners, market participants, and Interconnection Customers interconnected with electric systems are to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

SCHEDULE A

CUSTOMER FACILITY LOCATION/SITE PLAN



SCHEDULE C

LIST OF METERING EQUIPMENT

At the Interconnection Customer's expense, the Interconnected Transmission Owner shall install all equipment necessary to provide Revenue Metering (KWH, KVARH) and real time data (KW, KVAR) for the Interconnection Customer Facility that comply with the requirements set forth in Sections 8.1 through 8.5 of Appendix 2 to this ISA.

SCHEDULE E
SCHEDULE OF CHARGES

None.

Transaction Detail

Account: [REDACTED] - FREE BUSINESS CHECKING

Transaction Type: Wire Transfer

Bank Ref Number:

Date: 07/17/2017

Processed on: 07/17/2017

Memo

Description

Outgoing Money Transfer

Ref. Number:

Subtype: 495 - Outgoing Money Transfer

Customer Ref Number: [REDACTED]

Amount Debited: [REDACTED]

Tracking ID:

PRINT

CANCEL

Holocene Finance LLC Bills for PJM Interconnection LLC

All Transactions

Type	Num	Date	Memo	Due Date	Amount
Bill		11/07/2018	██████████: Strykers Road	11/17/2018	
Bill		03/07/2018	HCE Strykers - QAC1-015	03/17/2018	
Bill		02/07/2018	HCE Strykers - QAC1-015	02/17/2018	
Bill		11/30/2017	HCE Strykers	12/27/2017	
Bill		11/07/2017	Strykers Raod	11/17/2017	
Bill		10/01/2017	HCE Strykers	10/11/2017	
Bill		09/30/2017	HCE Strykers	10/10/2017	
Bill		09/30/2017	HCE Strykers	10/10/2017	
Bill		09/30/2017	HCE Strykers	10/10/2017	
Bill		09/30/2017	HCE Strykers	10/10/2017	
Bill		07/14/2017	Strykers Road interconnection	07/24/2017	
			STRYKERS TOTAL		

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Appendix 11. Documentation to safe harbor Federal Investment Tax credit

Not required for 2019 COD.

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Appendix 12. Documentation demonstrating that project finance has been secured

In process.

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Strykers Road Solar, LLC

Appendix 13. Documentation demonstrating that SREC offtake has been contracted for outside
of the SREC spot market

Strategic decision regarding contracted vs spot market sale of SREC's remains under
consideration.