

TENTATIVE AGENDA FOR COMMISSION MEETING

October 18, 2016, 6:30 P.M.

1. ROLL CALL - OCTOBER 18, 2016

Reverend Jonathan Merki to deliver the invocation, followed by the Salute to the flag.

Open Public Meetings Statement by Mayor Michael Santiago

"This meeting is being conducted in accordance with the Open Public Meetings Act of 1975, was advertised, posted, and made available to the public as required by Statute. The Municipal Clerk is directed to include a statement in the minutes of this meeting."

2. CITY CLERK TO REVIEW CHANGES TO THE AGENDA

3. MINUTES

Motion to approve and dispense with the reading of the October 4, 2016 Work Session minutes, October 4, 2016 Executive Session minutes and October 4, 2016 Commission Meeting minutes and to proceed with the regular order of business.

4. BILLS

5. PUBLIC COMMENT ON AGENDA ITEMS ONLY

6. OLD BUSINESS

6.I. Old Business Item (1)

Report from Purchasing Agent regarding bids received on August 18, 2016 for the project known as "Solar Power Purchase Agreement at the 15th Street" recommending the award to Ezenergy NJ LLC, Toms River, NJ

Motion-
Second-

Documents:

[AWARD SOLAR POWER PURCHASE AGREEMENT.PDF](#)

7. PETITIONS & LETTERS

7.I. Petitions & Letters Item (1)

Correspondence received from Earl Sherrick, Executive Director of the Millville Chamber of Commerce regarding the Christmas Parade on November 25, 2016, 7:00 p.m., beginning at High Street from Harrison Ave, north to Sharp Street, proceeding south to City Hall

Motion-
Second-

Documents:

[CRSPNDNC SHERRICK XMAS PARADE.PDF](#)

8. REPORTS OF COMMISSIONERS

9. DEPARTMENT OF PUBLIC WORKS

10. DEPARTMENT OF PUBLIC AFFAIRS

11. DEPARTMENT OF REVENUE & FINANCE

- 11.I.** Department Of Revenue & Finance Item (1)
a) Tax Collector's Report-September, 2016
b) Loss Control Report- Safety Committee Meeting-October 11, 2016
Motion-
Second-

Documents:

[2016-10-18 TAX COLLECTOR.PDF](#)
[MILLVILLE SCM 10-11-16.PDF](#)

12. DEPARTMENT OF PARKS & PUBLIC PROPERTY

13. DEPARTMENT OF PUBLIC SAFETY

- 13.I.** Department Of Public Safety
Fire Report for the month of September 2016
Motion-
Second-

Documents:

[FIRE REPORT- SEPTEMBER.PDF](#)

14. ORDINANCES 1ST READING

15. ORDINANCES 2ND READING

- 15.I.** Ordinance 2nd Reading Item (1)
Bond Ordinance authorizing improvements to Storm Water Drainage System and appropriating the sum of \$300,000 to pay the cost thereof, to authorize the issuance of \$285,000 of bonds to finance the appropriation, and to provide for the issuance of bond anticipation notes in anticipation of the issuance bonds.
Motion-
Second-
(Public Hearing)

Documents:

[PN BOND ORD.PDF](#)
[ORDINANCE STORM WATER DRAINAGE UTILITY 10-4-16.PDF](#)

16. RESOLUTIONS

- 16.I.** Resolution Item (1)
Resolution authorizing adjustments to the Tax and Utility Records
Motion-
Second-

Documents:

[RES TAX-UTILITY 2016-10-18.PDF](#)

- 16.II.** Resolution Item (2)
Resolution requesting that the Cumberland County Board of Chosen Freeholders allocate the sum of money necessary to install "Shotspotter" within the areas where serious and persistent violent crime problems exist in the City of Millville for a period of three (3) years.

Motion-
Second-

Documents:

[RES SHOTSPOTTER 101816.PDF](#)

16.III. Resolution Item (3)

Resolution authorizing award of Contract for project known as "Section 125 Plan Services" to American Fidelity Assurance Company, 2000 N. Classen Blvd., Oklahoma City, OK 73106 for the period covering January 1, 2017 to December 31, 2017

Motion-
Second-

Documents:

[AMERICAN FIDELITY 10 2 16.PDF](#)
[RESOLUTION-SECTION 125 PLAN 2017 10-4-2016.PDF](#)

16.IV. Resolution Item (4)

Resolution authorizing the insertion of an additional item of revenue in the CY 2016 Budget which is now available as revenue from the New Jersey Department of Criminal Justice - 2016 Body Armor Grant in the amount of \$6,434.70

Motion-
Second-

Documents:

[RES CHPT 159 -2016 BODY ARMOR.PDF](#)

16.V. Resolution Item (5)

Resolution authorizing the City of Millville to transfer Block 368, Lots 2 & 10 to the adjacent property owner, St. Paul's Church, for the consideration of \$1.00 on the condition that the church assumes all costs of transfer and offers for said property may be made to the City for a period of 20 days following publication at not less than the aforesaid price

Motion-
Second-

Documents:

[RES STPAULSCHURCH B368L2AND10 101816.PDF](#)

16.VI. Resolution Item (6)

Resolution authorizing Special Assessment of Municipal Liens for certain properties due to expenses incurred by the City of Millville relating to Board and Secure of Properties plus administrative fees in accordance with Chapter 11, Article VI of the Municipal Code

Motion-
Second-

Documents:

[RES BOARD AND SECURE 10-18-2016 MTG.PDF](#)

16.VII. Resolution Item (7)

Resolution authorizing Special Assessment of Municipal Liens for certain properties

due to expenses incurred by the City of Millville relating to Cut and Clean of Properties plus administrative fees in accordance with Chapter 11, Article VI of the Municipal Code

Motion-
Second-

Documents:

[RES CUT AND CLEAN LIEN OCTOBER 18 2016.PDF](#)

16.VIII. Resolution Item (8)

Resolution authorizing Change Order No. 1 for project entitled "Demolition of Nine Properties" with Delphi Contracting, Inc., Sewell, NJ for an additional amount of \$4,750.00

Motion-
Second-
(Certification of Funds)

Documents:

[CERT OF FUNDS- DELPHI.PDF](#)
[RES - CHANGE ORDER -DEMO DELPHI.PDF](#)
[CHANGE ORDER DEMO OF 9 PROPERTIES.PDF](#)

16.IX. Resolution Item (9)

Resolution authorizing Solar Power Purchase Agreement between the City of Millville and Eznergy NJ LLD, dated August 18, 2016 for municipal complex at S. 15th Street

Motion-
Second-

Documents:

[RES EZNERGYNJLLC.PDF](#)
[EZENERGY NJ LLC RIDER.PDF](#)
[EZENERGY PROPOSAL SOLAR PPA.PDF](#)

16.X. Resolution Item (10)

Resolution authorizing the Mayor to sign a NJDEP Consent form allowing certain remediation mandated by the DEP to go forward near the former Wheaton Plant

*Motion-
Second-*

Documents:

[RES NJDEP WATER TREATMENT 10 18 16.PDF](#)
[NJDEP DIV WATER QUALITY CONSENT FORM 10 18 16.PDF](#)

17. NEW BUSINESS

17.I. New Business Item (1)

Motion to approve the following Cumberland County Fairgrounds- Other Events Application:

a) Offroad Harescramble sponsored by Brian Hartem to be held on October 29, 2016, 12:00 p.m. to 6:00 p.m. & October 30, 2016, 8:00 a.m. to 4:00 p.m.

Motion-
Second-

18. PUBLIC COMMENT PORTION

"We have now reached the public comment portion of our meeting. Anyone who would like to address the Commission, please go to the podium, state your name and address your concerns. Please limit your comments to approximately 5 minutes."

Open Public Portion

Close Public Portion

Comments by Commissioners

Adjourn

COMMISSIONERS

MICHAEL SANTIAGO, MAYOR
Director of Public Safety
LYNNE PORRECA COMPARI
Director of Public Affairs
DAVID W. ENNIS
Director of Public Works
JOSEPH SOOY
Director of Parks & Public Property



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MILLVILLE, NEW JERSEY 08332
TELEPHONE: (856)825-7000
FAX: (856)825-3686
www.millvillenj.gov

OFFICERS

SUSAN G. ROBOSTELLO
City Clerk/Administrator
MARCELLA SHEPARD
Chief Financial Officer
SHERRI J. BALL
Tax Collector
BRIAN P. ROSENBERGER
Tax Assessor

October 14, 2016

TO: Board of Commissioners

FROM: Regina Burke, QPA

On August 18, 2016, the Purchasing Board received proposals for Solar Power Purchase Agreement at the 15th Street Facility.

One proposal was received. This proposal has been reviewed by the appropriate department and the Purchasing Board recommends awarding the Solar Power Purchase Agreement to Eznergy NJ LLC, 1561 Lakewood Road, Toms River, NJ 08755.


Regina Burke, Purchasing Agent



RECEIVED
SEP 20 2016
CITY CLERK'S OFFICE

Susan Robostello
City Clerk
City of Millville
P.O. Box 609
Millville, N.J. 08332

September 15, 2016

Dear Susan:

The Greater Millville Chamber of Commerce will again collaborate with the City by hosting the Christmas Parade to be held on November 25, 2016. The parade will form at 5 p.m. at the Wheaton Plaza and on High St., from Harrison Ave. north to Sharp St. The parade will begin at 7 p.m. at Harrison and High proceeding south to City Hall will last approximately 2 hours.

We would like to request the closing of High Street from Sharp Street to Main Street where it will end behind City Hall, as well as side streets as deemed necessary by the Police Department.

By copy of this letter I am also requesting police support for crowd control along the parade route, and for traffic control at the staging area around Wheaton Plaza. Line up will begin at 5:00 pm for those participating in the parade.

In addition we hope we can count on the City's financial support of a \$2500 cash donation to offset costs of the parade and request relief from costs associated with Millville Police Department as was agreed earlier this year.

Thank you for your prompt response to this request. If you have any further questions, please call me.

Sincerely,

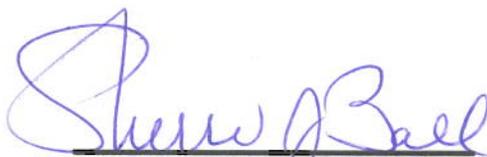
Earl Sherrick
Executive Director
Greater Millville Chamber of Commerce

cc.

Chief Jody Farabella, Millville Police Dept.

**TAX COLLECTOR'S
STATEMENT OF RECEIPTS
TO THE
BOARD OF COMMISSIONERS
MILLVILLE, NEW JERSEY**

FOR THE MONTH OF SEPTEMBER 2016


SHERRI J BALL, CTC
Tax Collector

**TAX COLLECTOR'S
MONTHLY REPORT OF CASH RECEIPTS**

		<u>COLLECTIONS</u>
C4	OTHER FEE/PERMIT	
C5	MUNICIPAL COURT	33,043.21
C6	FORECLOSED PROP REG	15,800.00
C8	MUN PROP TAX ASSIST	
CA	TOWING FEE	
CB	VARIANCE LIST FEE	40.00
CC	P.I.L.O.T.	812.59
	P.I.L.O.T. INTEREST	6.50
CD	PLANS & SPEC FEES	100.00
CE	ZONING APPL FEE	2,395.00
D1	PILOT - GROUP HOMES	
D2	PILOT-CCIA	
D3	UEZ DEBT AID-CURRENT	
D4	BUILDING AID SCHOOLS	
D5	Library Aid Payable	
D6	SC & VET FROM STATE	
D7	BOARD OF ED-GAS	
D9	GARDEN ST PRES TRUST	
DA	RENT - MILL. LIBRARY	
DB	LIMBG	
DC	EXTRAORDINARY AID	
DD	CMPTRA	
DE	ENERGY RECEIPTS TAX	
DF	SUPP. ENER. REC. TAX	
DH	MILLVILLE HOUS. AUTH	
DM	HOTEL/MOTEL TAX	
DS	MUN. HOMELAND SEC	
DT	RES FOR UDAG R/LOAN	
DY	RES FOR DEBT RETIRE	
E2	MUN PURPOSE TAX ASST	
E7	ANT. REVENUE OTHER	
E8	INTEREST INC. CURRNT	524.31
E9	RENT-POLLING PLACES	
EM	INT. INC	
EN	INT SAVING CD	
EQ	COMMUNITY OUTREACH	
ER	INT IN FROM ANIMAL	
ES	INT FOR P/R	
ET	INT INC FR DEDUCT	
EU	INC FOR CAPITAL	
EY	CITY WASTEWATER MANAGEMENT	
F1	RENT-DOCKING SPACES	
F2	RENT - OTHER	
F3	TRAILER LICENSE FEE	
F4	WORKMAN'S COMP REIMBURSE	
F5	FIREARMS REG.	84.00
F6	SALE OF FORSC. PROP.	
F7	SALE OF MUN ASSETS	327.00
F8	MRNA	1,212.09
F9	ACCIDENT REPORTS	10.50
FA	COST OF SALE-TAX	
FB	CONFISCATED FUNDS	
FC	SPRINT RENT PROCEEDS	2,864.80
FD	VOICESTREAM RENT PRO	1,815.11
FD	TMOBILE RENT PROCESS	

**TAX COLLECTOR'S
MONTHLY REPORT OF CASH RECEIPTS**

		COLLECTIONS
FE	AT&T-RENT PROCEED	3,539.05
FG	LEASE-DALLAS AIRMOTIVE	
FH	COST TO ADVERTISE-TAX	
FJ	RESTITUTION CLEANUP	
FO	DEMOLITION BOND LOAN	
G1	P.I.L.O.T. MHA	
G2	FRANCHISE FEE-CABLE	
G3	PHOTOCOPIES	1.60
G4	CITY MAPS	
G5	BUDGET REF.-RESERVE	
G6	BUDGET REF.-CURRENT	
G7	INS PROCEEDS CONTRA	1,000.00
G8	UNALLOCATED RECEIPTS	
G9	PILOT GROUP HOMES	
GA	FED/STATE BUDG. REF	
GB	PILOT-SR HOUSING	
GC	PILOT-NJMSP	
GD	SENIOR CENTER GRANT	
HA	SURPLUS-WATER	
HB	SURPLUS-SEWER	
HC	SHORTAGE-RECEIVABLE	
HD	BAD CHECK REC.(CURR.)	145.00
HE	INTERFUND RAD OPER	
HG	INTERFUND TRUST	
HI	INTERFUND P/R DEDUCT	
HF	INTERD:SEW ASSESS	
HN	INTERFD SEW OP (STFED)	
HV	INTFD:TRUST (STFED)	
HW	INTFD:UDAG(STFED)	
HZ	INTFD:RAD CAP (STFED)	
H1	ACCOUNTS RECEIVABLE	
H2	INTERFUND SEW OPER.	
H3	INTERFUND WATER OPER	
H4	INTERFUND AIR OPER.	
H5	INTERFUND GEN. CAP.	
H6	INTRFND SEWER CAPITL	
H7	INTERFUND WATER CAP.	
H8	INTERFUND AIR CAP	
H9	INTERFUND COMM. DEV.	
I1	INTERFUND UDAG LOAN	
I2	INTERFUND-OTHER(HS.AUTH)	
IBG	BD OF ED-GAS	1,193.35
IND	RENT-DOCKING SPACES	
INF	RENT-A/R FIRE/RESCUE	
INV	INVOICE-CURRENT	60.00
	MISCELLANEOUS CURRENT	\$ 75,356.52
STATE & FEDERAL GRANTS		
D8	CITY WASTEWATER MGMT	
DG	ALCOHOL EDUC. & REHAB	
DI	SAFE AND SECURE	
DJ	STORMWATER GRANT	
DK	BYRNE ASSIST	

**TAX COLLECTOR'S
MONTHLY REPORT OF CASH RECEIPTS**

		<u>COLLECTIONS</u>
DL	BODY ARMOR REPLACEMENT	
DN	LOCAL AID-CENTERS	
DO	CLEAN COMMUNITIES	
DP	STATEWIDE LIVABLE COMM.	
DQ	ECONOMIC ADJUST.	
DR	BIKEWAY PROGRAM	
DU	MAKE IT CLICK	
DV	SMART FUTURE GRANT	
DW	WEED & SEED	
DZ	DOMESTIC VIOLENCE	
E1	DRUNK DRIV. ENFORCE	
E3	TONNAGE GRANT	
E4	REDI GRANT	
E5	NJ URBAN ENTER. ZONE	
E6	NJ TRANS. TRUST FUND	
EA	MUN.-ALLIANCE GRANT	
EB	IND W/DISAB GRANT	
EC	URBAN RAZE-VACANT	
ED	HAZ DISCH. SITE REMT	
EE	NJ COUNCIL ON ARTS	
EF	BULLETPROOF VEST	
EG	NJ TREE PLANTING GRT	
EH	COM STEWRDSHP INCNTV	
EI	CUMB CITY CULT & HER	
EJ	BROWNFLD REDEV INT	
EK	CCIA GRANT	
EL	DWI ENFORCEMENT	
EO	BICYCLE SAFETY	
E0	INT INC FOR HISTORIC TRUST	
EP	INT FOR P/R	
EV	NEIGHBORHOOD STABILZ	
EW	FLAM LIQ FIRE FIGHTER TRAINING	
FX	FEMA	
EZ	UNAPPROPRIATED RESRV	
HL	INTRFUND: WAT OP	
STATE AND FEDERAL GRANT TOTAL		-
TOTAL DEPOSIT TO CURRENT FUND:		766,395.16

**TAX COLLECTOR'S
MONTHLY REPORT OF CASH RECEIPTS**

		<u>COLLECTIONS</u>
WATER UTILITY		
<u>RENTS</u>		
	RESIDENTIAL COLLECTIONS	200,853.19
	NON-RESIDENTIAL COLLECTIONS	283,493.79
	FIRE HYDRANTS	950.00
102	TAX SALE-WATER COLLECTIONS	
112	WATER ARREARS TAX SALE	
12	WATER ARREARS	
97	WATER LIENS	
SUB TOTAL		485,296.98
<u>INTEREST</u>		
	COLLECTIONS	1,477.40
	TAX SALE	
	ARREARS	
	LIENS	
SUB TOTAL		\$ 1,477.40
<u>MISCELLANEOUS</u>		
WMF	TURN ON/OFF	1,224.93
SWM	SUBS WTR MISC (WMF)	
WCF	CONNECTING FEES	1,880.00
MTR	NEW METER	600.00
TAP	WATER TAP FEE	375.00
I3	TURN ON AND OFF FEES MISC	
I4	SERVICE CONTRACTS	
I5	CONNECTING FEES	
I6	METER FEES MISC	
I7	MISC REV WATER	1,846.34
I8	SALE OF ASSTS WATER	
I9	INT INC. WATER	
IA	UEZ-DEBT AID WATER	
IB	INT INC MMA	
JA	WATER BUDG REF RESV	
JB	WTR CAP FUND BAL ANT	
JC	BAD CHECK REC (WATER)	
J1	WATER BUDGT REFUND	
J2	INSURANCE PROCEEDS	
J3	UNALLCTED RECP WATER	
J4	LIEN	
J5	INTERFUND FRM CURRNT	
J6	INTERFND FRM SEWER	
J7	INTRFND FROM AIRPORT	
J8	INTRFND FRM WAT CAP	
J9	INTRFND OTHER	
TOTAL WATER MISCELLANEOUS		\$ 5,926.27

**TAX COLLECTOR'S
MONTHLY REPORT OF CASH RECEIPTS**

		COLLECTIONS
WATER ASSESSMENT		
08	WATER ASSESSMENTS	
	INT. ON ASSESSMENTS	
K1	WATER ASSESSMENTS	
K2	INTFND: SASSESS	
JZ	INTRFND CURRENT	
TOTAL WATER ASSESSMENTS		\$ -
TOTAL WATER DEPOSIT		\$ 492,700.65

**TAX COLLECTOR'S
MONTHLY REPORT OF CASH RECEIPTS**

COLLECTIONS

SEWER OPERATING

RENTS

	RESIDENTIAL COLLECTIONS	\$	393,727.95
	NON-RESIDENTIAL COLLECTIONS	\$	73,168.14
	SEWER LIENS		
103	TAX SALE-SEWER COLLECTIONS		
13	SEWER ARREARS	\$	177.76
113	SEWER ARREARS TAX SALE		
	SUB TOTAL	\$	467,073.85

INTEREST

	COLLECTIONS		2,031.80
	TAX SALE		
	ARREARS		13.02
	LIENS		
	SUB TOTAL	\$	2,044.82

MISCELLANEOUS

SCF	CONNECTING FEES		3,480.00
K3	WATER PLANT SERVICES		
K4	CONNECT FEE		
K5	MISC ANTICIPATED		
K6	SALE OF ASSTS SEWER		
K7	INTEREST INC SEWER		
K8	BUDGET REF.-CURRENT		
K9	INS PROCEEDS CONTRA		
KA	BUDGET REF.-RESERVE		
KB	MRNA-SEWER		
KC	SEW CAP FD BAL ANTIC		
KD	RES.DEBT. RETIRE ANTC.		
KE	BAD CHECK REC.		
KF	UEZ DEBT AID SEWER		
KG	INT INC MMA		
IBS	BUDGET REFUND-SEWER		
ISW	SEWER MRNA INVOICE		
L1	UNALOCATED RECPTS SEW		
L2	LIEN		
L3	INTRFND FROM CURRENT		
L4	INTRFND FROM WATER		
L5	INTRFND FROM AIRPORT		
L6	INTRFND FRM COM DEV		
L7	INTRFND FRM SEW CAP		
L8	INTRFND FRM AIR CAP		
	Total Sewer Operating	\$	3,480.00

SEWER ASSESSMENT

W10	SEWER ASSESS.-TAX SALE		
	SEWER ASSESS. INT		
10	SEWER ASSESSMENT		

**TAX COLLECTOR'S
MONTHLY REPORT OF CASH RECEIPTS**

		<u>COLLECTIONS</u>
	INTEREST ON ASSESSMENT	
L9	SEWER ASSMT	
M1	SEWER ASSMT	
LA	INTFD: CURRENT (SASSE)	
	TOTAL SEWER ASSESSMENT	\$ -
	TOTAL SEWER DEPOSIT	472,598.67
GENERAL CAPITAL		
0A	INT INCOME MMA	
01	DEFRD CHGS FUTR TAX	
02	CAPITAL IMP. FUND	
03	PROCEEDS SALE NOTES	
04	PROCEEDS SALE BONDS	
05	REFUNDS	
06	INTERFUNDS CURRENT	
07	ST AND FED	
08	INTERFUND: RAD CAP	
09	GRANTS RECEIVABLE	
	TOTAL GENERAL CAPTIAL	\$ -
WATER CAPITAL		
P1	COST OF IMRP AUTH	
P2	CAPITAL IMP FUND	
P3	PROCEED SALE NOTES	
P4	PROCEED SALE BONDS	
P5	REFUND	
P6	INTRFND FRM WAT OPER	
P7	INTRFND FRM CURRENT	
P8	INTERFUND: WCAP	
	TOTAL WATER CAPITAL	\$ -
SEWER CAPITAL		
PA	WASTEWATER LOAN	
P9	COST OF IMPR AUTH	
PZ	INTRFND: SCAP	
Q1	CAPITAL IMPRV FUND	
Q2	PROCEEDS SALE NOTES	
Q3	PROCEEDS SALE BONDS	
Q4	REFUND	
Q5	INTFND FRM SEW OPER	
Q6	INTRFND FRM CURRENT	
Q7	Interfund form Water Capital	
	TOTAL SEWER CAPITAL	\$ -
PAYROLL DEDUCT ACCOUNT		

**TAX COLLECTOR'S
MONTHLY REPORT OF CASH RECEIPTS**

		COLLECTIONS
IRT	RETIREE CONTRIBUTION	2,841.78
TOTAL PAYROLL DEDUCT		\$ 2,841.78
ANIMAL CONTROL		
R8	DOG LICENSE	308.00
R9	KENNEL LICENSE	
S1	FINES COSTS DOG	
S2	PREPAID LICENSES	
S3	INTRFND FRM CURRENT	
S4	Interfund - Other	
S5	DEFICIT RESERVE	
TOTAL ANIMAL CONTROL		\$ 308.00
COMMUNITY DEVELOPMENT		
SA	INT EARN	
S6	COMM DEVELP RECVBLE	
S8	LEAD BASE RECEIVABLE	
S9	HOME INV. PART.	3,500.00
T1	COMM DEV OTHERS	
T2	REFUND: COMMUNITY DEVELOPMENT	
T3	INTFND OTHER FRM UDAG	
T4	INTRFND FRM COM RE LN	
T5	INTRFND CURRENT	
CDB	CDBG-CODE ENFORCEMENT	
CBG INTEREST		
TOTAL COMMUNITY DEVELOPMENT (1)		\$ 3,500.00
COMMUNITY DEVELOPMENT REVOLVING LOAN		
OSB	INT-EARN	-
OU8	CDBG REVOLV LOAN	
OUA	CDBG LOAN APP FEE	
U8	CDBG REV LOAN REPAY CD	
IU8	CDBG REV LOAN REAPY CD	
TOTAL COMMUNITY REVOLVING LOAN		\$ -
TRUST - OTHER		
IPE	PUBLIC DEF-(INVOICE)	215.00
IPO	POLICE OFF DUTY (INVOICE)	
T6	INTFND FRM SEW OPE	
T7	ASSMNTS RECEIVABLE	
T8	MUNICIPAL ALLIANCE	
T9	STATE UNEMPLOYMENT	
TA	MUNICIPAL ALL. -HOLLY	
TB	DARE DONATIONS	
TC	CRIME PREV. DONATION	

**TAX COLLECTOR'S
MONTHLY REPORT OF CASH RECEIPTS**

		<u>COLLECTIONS</u>
TD	O/S POLICE EMPLOYMENT	2,067.00
TE	ACCUM. ABSCENCES	
TH	HOUSING-DEP	
TM	MEMORIAL PARK	
TN	BUD VANAMAN MEMORIAL	
TR	RES MLV GARD-RENT	
TV	RES RECREAT DONATION	
UF	INT INVEST. DRBA	
U1	LAW ENFORCMENT FUNDS	
U2	RECYCLING PROCEEDS	
U3	NEIGHBORHOOD PRESVTN	
U4	TRUST BAL HOUSING	
U6	INTRFND -WOP	
U7	INTFND FRM CURRENT	
UH	INTEREST SELD INS.	
V1	INTRFND FRM COM DEV	
V2	INTRFND OTHERR	
V3	REV LOAN INTRFND	
V4	PLANNING BD ESCROWS	3,194.02
V5	SELF INSURANCE	
V6	DED/COMPEN/FIRE	
V8	POAA (PARK OFF ADJ)	264.00
V7	PUB DEF APPLIC FEE	1,825.00
TOTAL TRUST (1)		\$ 7,565.02
UDAG & UDAG REVOLVING LOAN		
IUD	A/R UDAG	395.39
UB	UDAG LOAN APPLICATION	
UD	UDAG-INTRFD CURR	
UF	INT. INVEST DRBA	
U9	UDAG LOAN REPYMT UDAG	
TOTAL UDAG DEPOSIT		\$ 395.39
UEZ & UEZ REVOLVING LOAN		
U5	UEZ 2ND GEN LOAN	
UC	UEZ-LOAN APP.	
UE	UEZ-REFUND-2ND GEN	
UG	UEZ:INTFD-CURRENT	
IEZ	A/R 2ND GEN UEZ MORT	11,278.35
TOTAL UEZ DEPOSIT		\$ 11,278.35
TOTAL ALL		1,757,583.02

LOSS CONTROL REPORT

Atlantic County Municipal Joint Insurance Fund

City of Millville

To: Susan Robostello, Fund Commissioner

Date: October 11, 2016

Date of Survey: October 11, 2016

Contacts & Titles: Susan Robostello, Fund Commissioner / City Clerk
Michael Mc Dowell, Safety Coordinator
Pamela Shapiro, Human Relations / Claims Coordinator
Department Heads, Safety Committee

NOTE TO FUND COMMISSIONER:

When employees do routine tasks without harm or injury, risk acceptance creeps in and they no longer see the risks associated with these tasks. Recognizing this safety drift as human nature, it is critically important that Tool Box Talks are relevant and specific to the day's tasks with hazard identification, risk assessment, i.e., likelihood of harm (Low, Medium or High) and the specific safe work procedures and PPE for doing the job safely. Afterwards, be sure your employees do a wrap-up Tool Box Talk to check or measure how well they recognized the task and job site hazards, correctly estimated their risk, used safe work procedure and PPE and how to improve their safety performance.

CHANGES SINCE LAST SURVEY:

Lou Carey has retired as your Senior Loss Control Consultant and will be replaced by myself, Robert Garish.

OBJECTIVE OF THE SURVEY:

- Attend Safety Committee meeting.

This report does not and is not intended to address every loss potential, but covers only those conditions specifically examined at time of the survey. There may be other conditions not examined or brought to our attention at the time of this survey, that may contain a potential for liability. This report does not include matters of a legal nature or violations of any federal, state or local statute, ordinance or regulation, except as specifically noted in the report.

J. A. Montgomery Risk Control
40 Lake Center Executive Park
401 Route 73 North, Suite 300
P.O. Box 177
Marlton, NJ 08053

Robert Garish
Loss Control Consultant
Office Phone: 856-552-4650
Cell Phone: 609-947-9719

SURVEY RESULTS:

On 10-11-2016 I attended the Safety Committee meeting in Millville City. The meeting was held at the Public Works complex and was well represented by most Departments. The meeting was led by Mrs. Shapiro following a set agenda and started off with the review of the previous meeting's Minutes. The following items were then addressed:

- 1. Old Business**
 - A. Evacuation Plan**
 - B. Purchase of AED's**
 - C. OSHA 10 Certification**
 - D. Active Shooter**
 - E. Ware Avenue Demolition**
 - F. ADA Compliance**
 - G. Safety Issues with South Jersey Gas**
 - H. 2017-2018 Employment Practices Liability Training**
- 2. Claims/Accident Review**
- 3. Department Reports**
- 4. RMC report**
- 5. Fund Commissioner's Report**
- 6. New Business.**

Evacuation plans/maps are being created for municipal properties with the assistance of the Engineering Department.

A Grant has been applied for by Mr. Mc Dowell for the purchase of five AED's. The placement of the AED's will be for the most highly used buildings by both the public and employees. Eventually the goal would be to have AED's available at all municipal facilities throughout the City. Once the AED's are purchased and received, Millville will be looking into having proper training on the AED's by a certified vendor. The hope is to have as many employees trained as possible in the event an incident occurs. Additional AED's will be purchased for the Police Department moving forward.

A copy of the AED bulletin that was put out by the Safety Director's Office will be sent to Mr. Mc Dowell as a guide for his reference.

OSHA 10 Certifications will be obtained by Public Works' employees by an outside vendor in the near future.

Active Shooter continues to be a very important topic in all municipalities. Currently this is being looked into by the JIF as a possible Regional Training in 2017. Ultimately the security of all municipally-owned buildings falls under the authority of the Chief of Police.

I provided Mrs. Shapiro with contact information for a Special Agent with the FBI who offers training in Active Shooter. Additionally, Mr. Mc Dowell recommended the training video on the FEMA website for Active Shooter. Resources are also available through the FBI and Homeland Security websites. There are numerous vendors available for this type of training, but it comes at a cost. Millville will be looking into all avenues to ensure the safety of all employees.

A current demolition project is occurring at a facility located on Ware Avenue. In regards to safety, it was mentioned that the property will need to be fenced in upon demolition and proper signage affixed. Advice for proper verbiage for signage from Millville's Solicitor should be taken into consideration. The Police Department should be notified for additional patrols/property checks of the area.

ADA compliance for building is still being worked on. Millville is in the process of getting the proper Certificates of Insurance from South Jersey Gas prior to the company beginning work on their roadways. Millville will be working with their RMC to ensure they have the correct documentation. Almost all employees have received proper training in regard to Employment Practices Liability. Those who may have missed this training will be receiving it in the near future.

During the claims and accident review, one claim was reviewed which involved an employee picking up a kitten while weed whacking to avoid striking the kitten. The employee failed to use proper PPE (gloves) and was ultimately bitten by the kitten. Medical treatment was received and no further action in regard to medical treatment was needed. It was determined that this employee failed to use the proper PPE which was addressed by the Department Head. Further, no employee should attempt to pick up wildlife at anytime. If need be, they should contact the proper authorities, such as Animal Control.

ACCIDENT REVIEW:

The ideal time for the Accident Review process should continue to be when Millville City conducts their Safety Committee meetings at a minimum of four times a year. During this time, all Department Heads and members of the Committee should jointly review all accidents/injuries. It is encouraged to include not just Department Heads on their Accident Committee, but also front line employees to have them feel part of the process and to have their input.

When conducting Accident Investigations, it should be a fact finding process and not a fault finding process. Finding the Root Cause of the accident utilizing the Root Cause Analysis strategy provided by J. A. Montgomery is beneficial when investigating accidents.

There could be one or more contributing factors. You want to ask “why” and then include all possible factors from people, environment, equipment, management, etc.

Focus on how can we get better and what can we learn from this. Having this mentality along with outlining the roles and responsibilities of each member of the Accident Review Panel, training staff, setting up an actual process, having available equipment and documents will only help in the ultimate goal of doing the job safely. Employees should be made aware of the accident review process especially when involved and make them feel comfortable. Don't just focus on modifying an individual's performance, keep focus on designing safety for all staff members and make it a priority!

TRAINING

Safety training needs to continue to be a very important part of all member towns. May it be the review of online MSI courses, Instructor-Led Training, Rented Safety Videos, Tool Box Talks, Job Site Observations, etc. It will only help promote, remind and reinforce Safety on a daily basis. Figuring out set days and times to devote to Safety training, and having access to training aids, will help with the commitment to Safety.

Millville needs to continue to improve participation in MSI classes. Training that Millville conducts outside of the MSI should be recorded in the MSI for not only participation purposes, but for adequate record keeping of training for personnel.

All operations conducted by Public Works' employees are required to have, at a minimum, training every three years as per PEOSHA in addition to the yearly mandated PEOSHA training. For example, if employees are conducting road work or operations in the roadway, they are required to have “Work Zone Flagger” training at a minimum every three years.

All part-time and or seasonal employees are required to have the same minimum training that PEOSHA requires for full-time personnel. Further, they should have any required internal training, and training that is applicable to their daily tasks at hand.

The 2017 MSI Course List has been released and is available at www.njmel.org. A new bundling/grouping of MSI classes along with centralized class locations is new for 2017. These will be called “Training Tracks” and will be available to schedule online come the middle of November. When looking to schedule required training, it is not mandatory you take all classes in a Training Track. You can schedule certain classes individually. The only mandatory group of classes is that of the “Fast Track” in which all five, one-hour trainings have to be taken.

WELLNESS:

Millville has been working with Valerie Smith, Wellness Coordinator, for the Atlantic JIF. They will be looking into various health/wellness action items before the end of the year. They have \$1500 left in their wellness budget to claim by 12/31/2016.

NEW SUGGESTIONS FOR IMPROVEMENT:

Suggestions are classified by the following system.

- "Urgent" (U) SFI's refer to situations of "imminent danger" or "critical safety / health issues which might be expected to cause death or serious physical harm.
- "Important" (I) SFI's would encompass regulatory concerns and hazards not classified as either "Urgent" or "Program Improvement" suggestions.
- "Program improvement" (PI) SFI's would encompass suggestions related to safety, process improvements, management systems, and other practices that would be expected to improve the overall safety, quality, and effectiveness of the organization

There were no new Suggestions for Improvement as a result of this visit and no outstanding suggestions.

Copies of this report should be distributed to all Departments referred to in this report. If you have any questions regarding this survey, please contact this office.

REPORT SUBMITTED BY:

Robert Garish
Loss Control Consultant
J. A. Montgomery Risk Control

- c: Paul Forlenza, Assistant Area Vice President
Larry Graham, Fairview Insurance Agency, Risk Management Consultant
Timothy Sheehan, Associate Public Sector Director
Michael Mc Dowell, Safety Coordinator

MILLVILLE FIRE DEPARTMENT
MONTHLY SUMMARY OF ACTIVITY
September 2016

To: Director/Mayor M. Santiago
From: Chief M.Lippincott
Date: October 5, 2016

1. Total Emergencies Responded To: 112

- Year to date: 896

Breakdown for month:

- Fire calls (structures and dwellings): 5
 - Multi Alarm Fires-1
 - All Hands Fire-1
 - 2nd Alarm-0
 - 3rd Alarm-0
- Fire calls (vehicles): 2
- Fire calls (brush/trash): 5
- Rescues/Motor vehicle crashes: 40
- Water/Ice Rescues-0
- Hazardous conditions (non-fire): 11
- General service/assist the public: 6
- Good intent: 8
- False alarms: 35

Total man hours for emergencies: 408.1

2. Work details: 5

3. Drills/training: 1

4. Fire Prevention

- 1 fire prevention presentation for civic groups
- 5 school fire prevention visits
- Fire extinguisher training for city employees. 77 employees trained.
- Smoke detector and carbon monoxide detector inspections
 - Month: 31
 - Year to date: 232
- Fire Safety Permits issued:
 - Month: 6
 - Year to Date: 68
- Life Hazard Fire Inspections:
 - Month: 47
 - Year to Date: 396

6. Other

- none

Daily Journal, Vineland

Publication Name:

Daily Journal, Vineland

Publication URL:

Publication City and State:

Millville , NJ

Publication County:

Cumberland

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Notice Authentication Number:

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Saturday, October 08, 2016

Notice Content

CITY OF MILLVILLE Public Notice The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Millville, in the County of Cumberland, State of New Jersey, held on October 4 2016, at the Municipal Building. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on October 18, 2016, at 6:30 o'clock P.M. at the Municipal Building. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office located on the 3rd Floor Municipal Building, 12 S. High Street, Millville, New Jersey for the members of the general public who shall request the same. The summary of the terms of such Bond Ordinance follows: Title: "BOND ORDINANCE AUTHORIZING IMPROVEMENTS TO THE MUNICIPAL STORM WATER DRAINAGE SYSTEM AND APPROPRIATING THE SUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS" Purpose(s): Upgrades and Improvements to Municipal Storm Water Drainage System Appropriation: \$300,000 Bonds/Notes Authorized: \$285,000 Grants (if any) Appropriated: N/A Section 20 Costs: \$25,000 Useful Life: 40 years Publication Date: October 8, 2016 \$27.95

[Back](#)

CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY

ORDINANCE NO. ___ - 2016

BOND ORDINANCE AUTHORIZING IMPROVEMENTS TO THE MUNICIPAL STORM WATER DRAINAGE SYSTEM AND APPROPRIATING THE SUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS

THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE, IN THE COUNTY OF CUMBERLAND, STATE OF NEW JERSEY (not less than two-thirds of the full membership thereof affirmatively concurring), DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Appropriation for Project-Down Payment

The improvements described in Section 3 of this Bond Ordinance are hereby respectfully authorized as general capital improvements to be made or acquired by the City of Millville, in the County of Cumberland, New Jersey (the "City"). For said improvements or purposes stated in Section 3, there are hereby appropriated the sums of money therein stated as the appropriations made for said improvements or purposes, said sums being inclusive of all appropriations heretofore made therefore and amounting in the aggregate to THREE HUNDRED THOUSAND DOLLARS (\$300,000), including the aggregate sum of FIFTEEN THOUSAND DOLLARS (\$15,000) which is hereby appropriated from the Current Fund of the City as the down payment for said improvements or purposes as required pursuant to N.J.S.A. 40A:2-11. It is hereby determined and stated that the amount of the down payment is not less than five percent (5%) of the obligations authorized by this Bond Ordinance and that the amount appropriated as a down payment has been made available prior to final adoption of this Bond Ordinance by provisions in prior or current budgets of the City for capital improvements and down payments, including also monies received from the United States of America, the State of New Jersey or the County of Cumberland, or agencies thereof, as grants in aid of financing said improvements or purposes.

Section 2. Authorization of Bonds

For the financing of said improvements or purposes and to meet the THREE HUNDRED THOUSAND DOLLARS (\$300,000) appropriation, negotiable bonds of the City are hereby authorized to be issued in the

maximum principal amount of TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) pursuant to the Local Bond Law of New Jersey (the "Local Bond Law") and any other law applicable thereto. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes stated in Section 3, negotiable note(s) of the City in the maximum principal amount of TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. Description of Project

The capital improvements hereby authorized and the purposes for the financing of which said obligations are to be issued, the appropriations made for and the estimated costs of such purposes (including all work or materials necessary therefore or incidental thereto), and the estimated maximum amount of bonds or notes to be issued for such purposes are as follows:

IMPROVEMENT OR PURPOSE	APPROPRIATION AND ESTIMATED COST	AMOUNT OF BONDS OR NOTES
All work, equipment and materials required to upgrade and improve existing storm water drainage systems, including the costs of surveying, construction planning, engineering, preparation of plans and specifications, permits, bid documents and construction inspection and administration.		
Total	\$300,000	\$285,000

Section 4. Authorization of Notes

In anticipation of the issuance of said bonds and to temporarily finance said improvements, negotiable notes of the City in a principal amount equal to the said principal of bonds not exceeding TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) are hereby authorized to be issued pursuant to the limitations prescribed by the Local Bond Law. All such note(s) shall mature at such time as may be determined by the Chief Financial Officer or such other Financial Officer designated by Resolution for these purposes (both being hereinafter referred to in this Section as Chief Financial Officer); provided that no note shall mature later than

one (1) year from its issue date. Such note(s) shall bear interest at a rate or rates and shall be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with any note(s) issued pursuant to this Ordinance, and the signature of the Chief Financial Officer upon such note(s) shall be conclusive evidence as to all such determinations. The Chief Financial Officer is hereby authorized to sell the note(s) from time to time at public or private sale in such amounts as the Chief Financial Officer may determine and not less than par, and to deliver the same from time to time to the purchasers thereof upon receipt of the purchase price plus accrued interest from their dates to the date of delivery thereof as payment thereof. Such Chief Financial Officer is authorized and directed to report in writing to the Mayor and the Commission of the City at the meeting next succeeding the date when any sale or delivery of the note(s) pursuant to this Ordinance is made. Such report shall include the amount, the description, the interest rate, the maturity schedule of the note(s) sold, price obtained and the name of the purchaser. All note(s) issued hereunder may be renewed from time to time for periods not exceeding one (1) year for the time period specified in and in accordance with the provisions and limitations of N.J.S.A. 40A:2-8(a) of the Local Bond Law. The Chief Financial Officer is further directed to determine all matters in connection with said note or notes and not determined by this Ordinance. The Chief Financial Officer's signature upon said note(s) shall be conclusive evidence of such determination.

Section 5. Capital Budget

The capital budget of the City is hereby amended to conform with the provisions of this Bond Ordinance. The resolution in the form promulgated by the Local Finance Board showing full detail of the capital budget and capital program is on file with the Clerk and is available there for public inspection.

Section 6. Additional Matters

The following additional matters are hereby determined, declared and recited and stated:

(a) **Capital Expenditures.** The said purposes described in Section 3 of this Bond Ordinance are not current expenses and are properties or improvements which the City may lawfully require or make as a general improvement, and no part of the cost thereof has been or shall be specifically assessed on property specifically benefited thereby.

(b) **Average Period of Usefulness.** The period of usefulness of said purposes authorized herein as determined in accordance with the Local Bond Law is **40 years.**

(c) **Supplemental Debt Statement.** The supplemental debt statement required by the Local Bond Law has been duly prepared and filed in the office of the City Clerk and a complete duplicate thereof has been electronically filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000), and the said obligations authorized by this bond ordinance will be within the debt limitations prescribed by the Local Bond Law.

(d) **Soft Costs.** Amounts not exceeding **Twenty-Five Thousand Dollars (\$25,000)** in the aggregate for interest on said obligations, costs of issuing said obligations, architectural, engineering and inspection costs, legal expenses, a reasonable proportion of the compensation and expenses of employees of the City in connection with the acquisition of such improvement and property as authorized herein, and other items of expense listed in and permitted under Section 40A:2-20 of the Local Bond Law have been included as part of the costs of said improvement and are included in the foregoing estimate thereof.

Section 7. Ratification of Prior Actions

Any action taken by any officials of the City in connection with the improvements described in Section 3 hereof are hereby ratified and confirmed notwithstanding that such actions may have been taken prior to the effective date of this Bond Ordinance and shall be deemed to have been taken pursuant to this Bond Ordinance.

Section 8. Grants

Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this Bond Ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. Full Faith and Credit

The full faith and credit of the City are hereby pledged to punctual payment of the principal and interest on the said obligations authorized by this Bond Ordinance. Said obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all of the taxable property

within the City for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 10. Official Intent to Reimburse Expenditures

The City reasonably expects to reimburse any expenditure towards the cost of the improvement or purpose described in Section 3 of this Bond Ordinance and paid prior to the issuance of any bonds or notes authorized by this Bond Ordinance with the proceeds of such bonds or notes. No funds from sources other than the bonds or notes authorized herein has been or is reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside by the City, or any member of the same "control group" as the City, within the meaning of Treasury Regulations Section 1.150-1(f), pursuant to their budget or financial policies with respect to any expenditures to be reimbursed. This Section is intended to be and hereby is a declaration of the City's official intent to reimburse any expenditures towards the costs of the improvement or purpose described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations Section 1.103-18, and no action (or inaction) will be an artifice or device in accordance with Treasury Regulation Section yield restrictions or arbitrage rebate requirements.

Section 11. Effective Date.

This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

First Reading: October 4, 2016

Publication: October 8, 2016

Final Reading: October 18, 2016

Publication: October __, 2016

CERTIFICATION

I certify that the foregoing is a true copy of a Bond Ordinance adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on October 18, 2016.

Susan G. Robostello, City Clerk

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The Bond Ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Millville, in the County of Cumberland, State of New Jersey, held on October 4 2016, at the Municipal Building. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held on October 18, 2016, at 6:30 o'clock P.M. at the Municipal Building. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office located on the 3rd Floor Municipal Building, 12 S. High Street, Millville, New Jersey for the members of the general public who shall request the same. The summary of the terms of such Bond Ordinance follows:

Title: "BOND ORDINANCE AUTHORIZING IMPROVEMENTS TO THE MUNICIPAL STORM WATER DRAINAGE SYSTEM AND APPROPRIATING THE SUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS"

Purpose(s): Upgrades and Improvements to Municipal Storm Water Drainage System
Appropriation: \$300,000
Bonds/Notes Authorized: \$285,000
Grants (if any) Appropriated: N/A
Section 20 Costs: \$25,000
Useful Life: 40 years

Susan G. Robostello, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

BOND ORDINANCE STATEMENTS AND SUMMARY

The Bond Ordinance, the summary terms of which are included herein, has been finally adopted by the City of Millville, in the County of Cumberland, State of New Jersey, on October 18, 2016, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such Bond Ordinance follows:

Title: "BOND ORDINANCE AUTHORIZING IMPROVEMENTS TO THE MUNICIPAL STORM WATER DRAINAGE SYSTEM AND APPROPRIATING THE SUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) TO PAY THE COST THEREOF, TO AUTHORIZE THE ISSUANCE OF TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$285,000) OF BONDS TO FINANCE THE APPROPRIATION, AND TO PROVIDE FOR THE ISSUANCE OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS"

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Grants (if any) Appropriated: N/A
Section 20 Costs: \$25,000
Useful Life: 40 years

Susan G. Robostello, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

RESOLUTION _____

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

That the following be refunded from the Tax records due to total disabled Vet

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
245	6		301 Fernwood Rd	16	1	\$ 1,495.34		TAX
				16	2	\$ 1,495.34		TAX
				16	3	\$ 1,159.58		TAX

That the following transfers were made to the Utility records

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
29	37	11510-0	60 Lisa Marie Terr	16	1	\$ 61.50	\$ 1.42	WATER
				Ovr	Pay	\$ 114.23		WATER
77	22	2005-0	1008 Pleasant Dr.	16	4	\$ (177.00)	\$ (0.15)	WATER
264	2.02	12200-2	1000 N 10th	Ovr	Pay	\$ 50.00		WATER
265	6	10731-2	1501 N 10th	Ovr	Pay	\$ 50.00		WATER
		10731-1	1501 N 10th	16	3	\$ (100.00)		SEWER
353	20	10174-0	563 Columbia Ave.	Ovr	Pay	\$ 20.00		WATER
				Ovr	Pay	\$ 40.00		SEWER
				16	3	\$ (60.00)		TAX
391	23	7119-0	1106 Mulberry St.	16	2	\$ 25.00		WATER
				16	2	\$ (23.39)		SEWER
				16	3	\$ (1.61)		SEWER
469	19	8177-0	148 S. 2nd St.	16	2	\$ 25.00		WATER
				16	2	\$ (25.00)		SEWER
401	21	11587-0	1707 Coventry Way	16	2	\$ 25.00		WATER
				16	2	\$ (25.00)		SEWER
479	13	8474-0	331 S 2nd St.	Ovr	Pay	\$ 70.00		WATER
				Ovr	Pay	\$ 123.09		SEWER
				16	3	\$ (188.93)	\$ (4.16)	TAX

That the following be added to the Tax & Utility records due to online returned check

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
60.03	4	1381-0	331 Peach Dr.	16	4	\$ 219.00		WATER
				16	4	\$ 10.00		NSF FEE
				16	4	\$ 129.98		SEWER
				16	3	\$ 1.63	\$ 0.02	SEWER
				16	3	\$ 10.00		NSF FEE
65	21.21	11700-0	1511A Fairton Rd.	16	4	\$ 30.00		WATER
				16	4	\$ 10.00		NSF FEE
				16	4	\$ 130.00		SEWER
				16	4	\$ 10.00		NSF FEE
80	6	2059-0	103 Patricia Ave.	16	3	\$ 33.50	\$ 0.45	WATER

				16	3	\$	130.00	\$	1.76	SEWER
325	12	5969-0	604 E St	16	3			\$	0.22	WATER
				16	2	\$	24.00	\$	0.18	WATER
				16	2	\$	10.00			NSF FEE
				16	3			\$	0.95	SEWER
				16	2	\$	155.00	\$	1.14	SEWER
				16	2	\$	10.00			NSF FEE
16	3	8839-0	33 E. Forest Glen Dr.	16	3	\$	86.00	\$	0.40	WATER
				16	3	\$	10.00			NSF FEE
				16	3	\$	130.00	\$	0.61	SEWER
				16	3	\$	10.00			NSF FEE

That the following be canceled from the Utility records due to inactive account

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
495	42	8678-0	26 Burns Rd.	16	3	\$ (416.50)		WATER

That the following be canceled from the Utility records due to already off

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
354	20	6498-0	515 Dock St	16	3	\$ (128.00)		WATER
				16	3	\$ (130.00)		SEWER
				16	2	\$ (25.00)		SEWER
				16	2	\$ (25.00)		WATER

That the following be canceled from the Tax records due to City owned

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
16	3		Inglewood Ave.	16	3	\$ (157.88)		TAX
				16	4	\$ (157.88)		TAX

That the following be corrections were made by reversal to the Tax & Revolving loan records

Block	Lot	Acct	Property Location	Yr	Prd	Amount	Int	Description
125.01	13.02		22 Driskill St.	16	4	\$ 499.84		TAX
				16	3	\$ 2,527.68	\$ 13.90	TAX
				16	3	\$ (3,006.34)	\$ (35.08)	TAX
125.01	13.02		22 Driskill St.	16	3	\$ 569.03	\$ 30.97	TAX
		16-01191				\$ (591.61)		IEZ
						\$ (8.39)		IEZ
125.03	1	X	47 Warbird Lane	16	4	\$ 8.05		TAX
				16	3	\$ 16,936.51	\$ 297.91	TAX
				16	4	\$ (8.05)		Pilot
				16	3	\$ (16,936.51)	\$ (297.91)	Pilot

Moved By: _____

Seconded By: _____

VOTING:

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

**CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY**

RESOLUTION NO. R_____ -2016

WHEREAS, the City of Millville, within the County of Cumberland acknowledges that a serious and persistent violent crime problem exists; and

WHEREAS, this problem affects not only Millville, but the entire County of Cumberland, resulting in not only in dangerous living conditions for residents residing within the County, but impacts the ability of the City and County to attract businesses to an economically depressed area; and

WHEREAS, the City of Millville has decided to concentrate available funding to increase the size of the Police Department and provide vital communications equipment to that department.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Millville, County of Cumberland and State of New Jersey that:

The City of Millville hereby requests that the Cumberland County Board of Chosen Freeholders allocate the sum of money necessary to install "Shotspotter" within the affected areas of the City of Millville for a period of three (3) years.

Moved By:
Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I certify that the foregoing is a true copy of a Resolution adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on October 18, 2016.

Susan G. Robostello, City Clerk



Our Family, Dedicated To Yours.

Name: Richard Datz

Title: Northeast District Manager

Phone: 609-937-8398

Email: rich.datz@americanfidelity.com

Service Exchange Agreement - City of Millville, NJ

American Fidelity is pleased to offer the following services to City of Millville, NJ, effective 01/01/17 in return for the required services and resources. Below is a summary of the services to be provided by each party.

American Fidelity will provide City of Millville, NJ the following services:

- Section 125 Administrative Services
- Flexible Spending Accounts Services
- Provide Debit Card Services for FSA Participants
- Health Care Reform Education and Assistance. Some services, such as webinars, require a fee to participate
- Year-Round Support from a Salaried, Career Account Manager

In return for the above services, American Fidelity will receive from City of Millville, NJ the following:

Products

- Opportunity to offer supplemental insurance products to eligible employees; and
- Opportunity to offer additional life insurance through Texas Life to all eligible employees.

Communication

- Opportunity to present at one or more employee group meetings prior to enrollment;
- Availability of employees for one-on-one meetings to discuss their employee benefit options [and to make their annual Section 125 Plan enrollment elections; and
- Working conditions (i.e., building space for one-on-one benefit reviews, incidentals) during enrollment meetings that support American Fidelity's staff.

Administration

- Provide any required employee census data to American Fidelity in an agreed upon electronic format each year;
- Utilize American Fidelity's Online Billing services to manage the billing of products and services;
- Provide such other administrative services to American Fidelity regarding the products as may be mutually agreed to by and between the parties;
- Direct Deposit services for FSA participants; and
- Payroll deduction capability and related employer administration for offered products and services.

By agreeing to the listed services above, City of Millville, NJ acknowledges its understanding of the following:

- The services described above will only be provided to the extent allowed by law;
- American Fidelity does not provide tax or legal advice;
- Certain additional services and obligations may be required; and
- American Fidelity reserves the right to change the terms herein, but only with advanced written communication.

American Fidelity Representative

Date

Employer Representative

Date

RESOLUTION NO _____

WHEREAS, the City of Millville desires to retain American Fidelity Assurance Company to perform Section 125 Plan Services in accordance with a Professional Services Contract which is on file in the office of the City Clerk: and

WHEREAS, the Municipality is awarding this professional Service Contract based on the merits and abilities of the Consultant to provide the professional services pursuant to a fair and open process where requests for proposals were solicited by the Municipality; and

WHEREAS, the anticipated term of this Contract is one year commencing on January 1, 2017

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MILLVILLE AS FOLLOWS:

1. The Contract for Professional Services is hereby approved.
2. The Mayor and City Clerk are hereby authorized to execute same.
3. The Agreement covers the period from January 1, 2017 to December 31, 2017.
4. This Agreement is awarded as a Professional Service Contract through a fair and open process.

Moved By:

Seconded By:

VOTING

Michael Santiago
Lynne Porreca Compari
David W. Ennis
Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

**CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY**

RESOLUTION NO. R_____ -2016

WHEREAS, the City of Millville is the owner of certain property known as **Block 368, Lots 2 and 10**; and

WHEREAS, the Board of Commissioners finds that said property is less than the minimum size required for development under the Municipal Zoning Ordinance, is without any capital improvement and is not needed for any public purpose; and

WHEREAS, the Board of Commissioners authorized the City Attorney to offer said property to the contiguous lot owners pursuant to N.J.S.A. 40A:12-13(b)(5); and

WHEREAS, the City Attorney directed letters by certified mail to each adjacent property owner on August 16, 2016 instructing each to provide a sealed bid on or before August 29, 2016 at 12:00 noon; and

WHEREAS, no bids were received by the Chief Financial Officer of the City; and

WHEREAS, one adjacent property owner, **St. Paul's Church**, has expressed a desire to acquire said property for a nominal consideration; and

WHEREAS, the City Tax Assessor has issued an opinion that because of the location and shape of the two lots they only have a benefit to the church and that the value of the same is nominal.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Millville, County of Cumberland and State of New Jersey that:

1. Block 368, Lots 2 and 10 may be transferred to St. Paul's Church for a consideration of \$1.00 on the condition that said church assumes all costs of transfer including the preparation and recording of the Deed and on the further condition set forth in ¶ 3 below;

2. Pursuant to N.J.S.A. 40A:12-13(b) a copy of this Resolution shall be posted on the bulletin board or other conspicuous place at the Millville Municipal Complex and shall be published in the Vineland Daily Journal within five (5) days following the adoption of this Resolution.

3. Also pursuant to said statute, offers for said property may be made to the City for a period of twenty (20) days following publication at not less than the aforesaid price.

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting there of held October 18, 2016.

Susan G. Robostello, City Clerk

RESOLUTION NO._____

WHEREAS, Chapter 11, Article III of the Municipal Code of the City of Millville requires that property owners maintain their property in accordance with the standards contained in the Property Maintenance Code of the City of Millville; and

WHEREAS, the Code Official authorized emergency services to be performed to correct the condition at a cost to the City of Millville as hereinafter provided.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

1. The governing body of the City of Millville hereby authorizes the special assessment against the following properties and the monies owed shall be collected in the same manner as property taxes are assessed and collected pursuant to section 11-6 of the municipal code.

BOARD AND SECURE:

Block 431 Lot 11 12 N 5 TH ST (Board and Secure Date 9-28-16)	236.50
Administrative Fee	500.00
	736.50
Block 431 Lot 11 12 N 5 TH ST (Board and Secure Date 9-28-2016)	21.50
Administrative Fee	500.00
	521.50
Block 329 Lot 2 827 N 3 RD ST (Board and Secure Date 9-28-16)	344.00
Administrative Fee	500.00
	844.00
Block 286 Lot 13 906 BUCK ST (Board and Secure Date 10/5/16)	43.00
Administrative Fee	500.00
	543.00
Block 371 Lot 23 503 N 4 TH ST (Board and Secure Date 10/05/2016)	43.00
Administrative fee	250.00
	293.00

Moved By:

Seconded By:

VOTING

Michael Santiago
Lynne Porreca Compari
David W. Ennis
Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held October 18, 2016.

Susan G. Robostello, City Clerk

RESOLUTION NO. _____

WHEREAS, Chapter 11, Article VI of the Municipal Code of the City of Millville requires that property owners maintain their property in accordance with the standards contained in the Property Maintenance Code of the City of Millville; and

WHEREAS, a Notice of Violation was served on the property owners of the properties listed below, and they failed to correct the condition set forth in the Notice of Violation within the time specified; and

WHEREAS, the Code Official authorized services to be performed to correct the condition at a cost to the City of Millville as hereinafter provided.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

1. The governing body of the City of Millville hereby authorizes the assessment of a lien against the following properties and the monies owed shall be collected in the same manner as property taxes are assessed and collected pursuant to section 11-6 of the municipal code.

CUT & CLEAN:

Block 104 Lot 9 209 W Main Street (Clean Up date 9/27/16)	60.00
Administrative Fee	500.00
Block 415 Lot 15 110 N 2 nd Street (Clean Up date 9/28/16)	120.00
Administrative Fee	250.00
Block 415 Lot 14 112 N 2 nd Street (Clean Up date 9/28/16)	120.00
Administrative Fee	250.00
Block 534 Lot 1 608 S 2 nd Street (Clean Up date 10/3/16)	120.00
Administrative Fee	250.00
Block 286 Lot 13 906 Buck Street (Clean Up date 10/3/16)	120.00
Administrative Fee	500.00
Block 303 Lot 15 301-303 W Green Street (Clean Up date 10/4/16)	240.00
Administrative Fee	500.00
Block 308 Lot 5 629 Buck Street (Clean Up date 10/5/16)	240.00
Administrative Fee	250.00
Block 430 Lot 12 21 N 3 rd Street (Clean Up date 10/6/16)	240.00
Administrative Fee	250.00
Block 543 Lot 5 310 Henderson Ave (Clean Up date 10/7/16)	60.00
Administrative Fee	250.00
Block 359 Lot 5 215 E Broad Street	

(Clean Up date 10/7/16)	240.00
Administrative Fee	250.00
Block 246 Lot 1	
302 Harrison Ave	
(Clean Up date 10/11/16)	240.00
Administrative Fee	250.00
Block 425 Lot 9	
525 Mulberry Street	
(Clean Up date 10/12/16)	90.00
Administrative Fee	250.00
Block 284 Lot 12	
208 W McNeal Street	
(Clean Up date 10/12/16)	150.00
Administrative Fee	500.00

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

In Favor	Against	Abstain	Absent

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

Certification Of Availability of Funds

This is to certify to the BOARD OF COMMISSIONERS of the CITY OF MILLVILLE that funds for the following resolutions are available.

Contract Amount: 111,050.00
Resolution Date: 10/20/16
Resolution Number: A

Vendor: 21473 DELPHI ENGINEERING &
CONTRACTING INC
PO BOX 69
SEWELL, NJ 08080

Contract: 16-00034 DEMO OF NINE PROPERTIES

Account Number	Amount	Extd Description
6-01-22-195-100-395	4,750.00	BUR. OF PERMITS & INSPECTIONS
Total	4,750.00	

Only amounts for the 2016 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

RESOLUTION NO. _____

WHEREAS, Delphi Contracting, Inc. of Sewell, New Jersey, was the successful bidder regarding the Project entitled "Demolition of Nine Properties" and a Contract was awarded in the amount of \$106,300; and

WHEREAS, there is an additional structure at 520 Columbia Avenue need to be demolished; and

WHEREAS, these changes do not substantially alter the original scope or intent of the Contract; and

WHEREAS, the Purchasing Agent has directed these changes as shown on Change Order No. 1 attached hereto and made part hereof; and

WHEREAS, approval of Change Order No. 1 is necessary and will increase the appropriation (+\$4,750) has been made therefore.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE:

1. That Change Order No. 1 to the Project entitled "Demolition of Nine Properties" be and the same is hereby approved.
2. That said Change Order No. 1 constitutes an amendment to the Contract for said project with Delphi Contracting, Inc.

Moved By:

Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari

David W. Ennis

Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

CHANGE ORDER
CITY OF MILLVILLE

Project: Demolition of Nine Properties
 Owner: City of Millville
 P.O. Box 609, Millville, NJ 08332
 Contractor: Delphi Contracting, Inc
 PO Box 69
 Sewell, NJ 08080

Change Order No. 1
 Date: October 14, 2016

Contract Items:

Item No.	Description	Quantity	Unit Price	Total
	Demolish and dispose of Rear 2 Story			
	Garage			
	ACM to be removed prior to disposal			
	All debris to be cleaned and disposed of			
	Regrade lot			\$4,750.00

Explanation of Change Order No. :

There is an additional structure on 520 Columbia Avenue that needs to be demolished. The structure contains asbestos.

Change Order Cost Summary

Extra	\$ 4,750.00
Supplemental	
Reduction	\$
Total Change	(+/-) \$ +4,750.00
Amount of Original Contract	\$ 106,000.00
Adjusted Amount Based on Change Order No. 1	\$ 110,750.00
% Change in Contract	(+/-) +4.5%

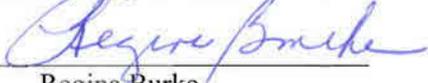
Approved:

By: _____

Title:

Date: _____

Approved: City of Millville

By: 
 Regina Burke

Agent Title: Purchasing Agent

Date: 10/14/16

**CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY**

RESOLUTION NO. R_____ -2016

WHEREAS, the City issued a request for the acquisition of a solar power system for the Millville municipal complex building via a solar power purchase agreement; and

WHEREAS, after public bidding, **Eznergy NJ LLC** with offices at 1561 Route 9, Toms River, New Jersey (hereinafter referred to as "Contractor") submitted the sole proposal namely, a proposal for Solar Power Purchase Agreement dated August 18, 2016; and

WHEREAS, the Board of Commissioners anticipates that the aforesaid solar energy project will result in significant savings in the City's energy costs; and

WHEREAS, this contract is being awarded on a fair and open basis; and

WHEREAS, said contract provides for no upfront costs on the part of the City and so no Certificate of Availability of Funds is necessary.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Millville, County of Cumberland and State of New Jersey that:

1. The solar power purchase agreement between the City and Contractor, Eznergy NJ LLC, dated August 18, 2016 is hereby approved.

2. The Mayor and City Clerk are hereby authorized to execute the aforesaid agreement.

Moved By:
Seconded By:

VOTING

Michael Santiago

Lynne Porreca Compari
David W. Ennis
Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held _____.

Susan G. Robostello, City Clerk

RIDER
AMENDING SOLAR POWER PURCHASE AGREEMENT DATED 8/18/16
BETWEEN THE CITY OF MILLVILLE AND EZENERGY NJ LLC

WHEREAS, Eznergy NJ LLC (hereinafter referred to as "Contractor") submitted a proposal to the City of Millville (hereinafter referred to as "Municipality") for a power purchase agreement pertaining to solar energy installation at the Millville Municipal Complex dated 8/18/16; and

WHEREAS, the Municipality is a member of the Atlantic County Joint Insurance Fund and attempts to abide by guidelines issued by that body; and

WHEREAS, the parties have agreed to modify the aforesaid Power Purchase Agreement to provide for an indemnity in favor of the Municipality and to increase the policy limits of certain insurance coverage required to be provided by the Contractor.

NOW, THEREFORE, BE IT AGREED by and between the parties based upon the mutual covenants below:

1. Indemnification.

Contractor shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney's fees, damages or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Contract or by the performance of any work under this Contract, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with Contractor for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the Contractor, its employees, Subcontractors or agents or others under the Contractor's Contract.

2. Insurance.

A. Notwithstanding the indemnification and defense obligations of the Contractor, Contractor shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the work being performed and furnished and as will provide protection from any and all covered claims which may arise out of or be caused or alleged to have been caused in any manner from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to

be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

B. Contractor shall be required to name the Municipality as an "Additional Insured" on the Contractor's policy of commercial general liability insurance, and simultaneously with the delivery of the executed Contract Documents, Contractor shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor shall be required to provide the Municipality with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured".

C. The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than amounts specified in the attached schedule annexed hereto as Exhibit "A" or greater where required by law.

3. All terms and conditions set forth in the aforesaid Power Purchase Agreement dated 8/18/16 inconsistent with this Rider are hereby superceded.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date

For Municipality:

City of Millville, Cumberland County

By: _____
Michael Santiago, Mayor

For Contractor:

EZENERGY NJ LLC

By: _____
Jim Brown, President

EXHIBIT "A"

SCHEDULE OF INSURANCE

Before starting and until acceptance of the work, the Contractor shall procure and maintain insurance of the types specified in Paragraphs (a) to (d), inclusive, below, and to the limits for this insurance so specified.

The Contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractors work, insurance of the types specified in Paragraphs (a) to (f), inclusive, below and to the limits specified. It shall be the responsibility of the Contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Insurance shall be in such form as will protect the Contractor or the subcontractor, as appropriate, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him. All such insurance shall also specifically name the City as an additional insured.

The following types of insurance shall be provided:

- (a) Workmen's Compensation Insurance with a minimum policy limit as per statute.
- (b) Bodily Injury Insurance and Contractor's Protective Bodily Injury Insurance with a minimum policy limits of \$3,000,000.00.
- (c) Property Damage Insurance and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under this contract is being done with a minimum policy limit of \$3,000,000.00. (Blasting and explosion coverage shall be obtained if there is a need for blasting under this contract, and no blasting shall be performed until such insurance has been secured).
- (d) Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor with a minimum policy limits of \$3,000,000.00.
- (e) The following shall be Additional Insureds: The City of Millville including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

This coverage shall be primary to the Additional Insureds, and shall not be contributing with any other insurance or similar protection available to the Additional Insureds, whether other available insurance be primary, contributing or excess.

All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carrier stating the coverage provided, the limits of liability, and expiration date shall be filed in triplicate with the City Clerk before operations are begun. Such certificates not only shall name the types of policy provided, but also shall refer specifically to this contract and article and the above paragraphs in accordance with which insurance is being furnished, shall state that such insurance is as required by such paragraphs of this contract, and shall be sufficiently comprehensive as to permit the Owner or the City Clerk to determine that the required insurance coverage has been provided without the necessity of examining the individual insurance policies.

If the initial insurance expires prior to completion of the work, renewal certificates shall be furnished by the date of expiration.

City of Millville

Original prepared by:

Eznergy NJ LLC

1561 Route 9

Toms River, NJ

PROPOSAL FOR

**Solar Power Purchase
Agreement**

8/18/2016

Table of Contents:

Section a: Transmittal Letter with Executive Summary

Section b: Qualifications/Experience, Personnel Qualifications
Financial Qualifications

Section c: Pricing Elements, Financial Overview

Section d: Proposed PV System Technical Design

Section e: Purchase Contract

Section a: Legal Name, Transmittal Letter and Executive Summary

8/14/2016

Dear Ms. Burke:

The Eznergy team is pleased to present a solar power system via a Power Purchase Agreement (PPA) proposal to you for your facility. Eznergy is teamed with Engie an \$80 Billion dollar worldwide energy company that will finance, own and operate the solar power systems for your facilities. Engie has the funding in place to make this project a success.

Eznergy has successfully completed or secured over 45 MW of installations in NJ. Eznergy is a solar installation and consulting firm that designs and installs solar power systems.

The benefits of a Power Purchase Agreement proposal are as follows:

No Up Front Costs

Reduction in Electric Costs

Reduction in Electric Demand Charges from the Electric company

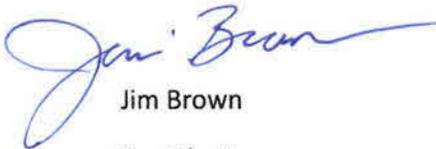
Known Electric rates for the term of the contract

Locking in your electric costs with known costs vs the rising costs from the Electric company

Our team installs and maintains the systems for Engie the PPA finance company.

Thank you for your interest and enclosed is the details of our proposal. We look forward to successfully delivering this exciting project for your organization with our local NJ resources.

Sincerely,



Jim Brown

President

Eznergy NJ LLC

	City of Millville Solar PPA Project
--	--

Section b: Qualifications/Experience, Personnel and Financial Qualifications

The following is our team's business qualifications:

Ezenergy has offices and personnel in New Jersey to provide local support.

- Our team has provided references in the reference section of our proposal.
 - Our references demonstrate experience in installing rooftop mounted solar systems of much larger size and thus our team can successfully install this system.
 - Ezenergy has been approved by the NJ BPU Clean Energy program and Ezenergy is a certified commercial installer under the program so we have the required experience.
 - Our team has been in business for over 10 years and will be around for the future to support the solar power system.
-

Overview

Ezenergy teams have participated in over 45 MW's of projects in NJ and the region. We have listed here some of the local NJ customers that Ezenergy has provided solutions for:

EZENERGY LLC Solar PPA and Installation experience:

New Jersey Resources (1 MW of PPA's) 100 rooftop installs completed in 2015 70 kW Installed in 2015

Barringer High School (510 kW - PPA)

Barneget High School (386.88 kW-PPA)

Benjamin Franklin Middle School, (281.06 kW- PPA)

Cecil Collins School (136.80 kW-PPA)

Cedar Grove Elementary School (304.92 kW- PPA)

East Dover Elementary School (389.60 kW- PPA)

Educational Learning Center (123.20 kW- PPA)

Hawthorne Elementary School (152.75 kW- PPA)

Holmdel High School (962 kW- PPA)

Indian Hill Elementary School (440.0 kW- PPA)

Intermediate East School (708.40 kW- PPA)

Intermediate School South (551.32 kW-PPA)

Jackson Municipal Authority (500 kW –PPA)

Joseph T. Donahue School (180.96 kW- PPA)

Lillian M. Dunfee (177.84 kW- PPA)

North Dover Elementary School (280.28 kW- PPA)

North Warren BOE (977 kW-PPA)

Park Avenue School (500 kW-PPA)

Pine Beach Elementary (286.44 kW- PPA)

Robert L. Horbelt School (40.56 kW-PPA)

Russell O. Blackman School (371.28 kW-PPA)

Silver Bay Elementary School (323.40 kW-PPA)

	City of Millville Solar PPA Project
--	--

Toms River High School South (625.24 kW-PPA)

Township of Hammonton (585 kW-PPA)

Transcomm Facility (117.04 kW-PPA)

Village Elementary School (510.00 kW –PPA)

Walnut Street Elementary (301.84 kW-PPA)

Washington Street Elementary (206.86 kW-PPA)

West Dover Elementary (271.04 kW-PPA)

Ezenergy is a certified installer for The Home Depot Government Systems

Ezenergy has installed over 100 NJ Solar Rooftop Systems for New Jersey Resources

Ezenergy is a partner of Engie one of the largest solar financing firms in the nation and the world

EZENERGY References

Reference #1

Parkway School, Paramus Board of Education, Paramus NJ: 230 kW Rooftop School Project

Name: Steve Cea

Title: Business Administrator

Phone Number: 201-261-7800

- i. Ezenergy provided solar project management and the solar electrical installation expertise.
 - ii. Contract was a Power Purchase Agreement with sale of electric to School.
 - iii. Power Purchase Agreement finance firm financed owned and operates the solar systems.
 - iv. Project Completion Date: Completed December 2015
 - v. Project Capital Cost: \$660 K
 - vi. Operational Status: Installed
-

	City of Millville Solar PPA Project
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Reference #2

East Brook School, Paramus Board of Education, Paramus NJ: 295 kW Rooftop School Project

Name: Steve Cea

Title: Business Administrator

Phone Number: 201-261-7800

- vii. Eznergy provided solar project management and the solar electrical installation expertise.
- viii. Contract was a Power Purchase Agreement with sale of electric to School.
- ix. Power Purchase Agreement finance firm financed owned and operates the solar systems.
- x. Project Completion Date: Completed December 2015
- xi. Project Capital Cost: \$900 K
- xii. Operational Status: Installed

Reference #3

West Brook School, Paramus Board of Education, Paramus NJ: 300 kW Rooftop School Project

Name: Steve Cea

Title: Business Administrator

Phone Number: 201-261-7800

- xiii. Eznergy provided solar project management and the solar electrical installation expertise.
 - xiv. Contract was a Power Purchase Agreement with sale of electric to School.
 - xv. Power Purchase Agreement finance firm financed owned and operates the solar systems.
 - xvi. Project Completion Date: Completed December 2015
 - xvii. Project Capital Cost: \$900 K
 - xviii. Operational Status: Installed
-
-

Reference #4

- i. **Barringer High School: 500 kW Rooftop Solar System**
- ii. Newark, NJ
- iii. Name: Rodney Williams
Title: Former Facility Manager
Phone Number: 862-377-3704
- iv. EZENERGY provided the solar consulting and design. The team that EZENERGY was part of provided the solar design, solar racking, solar panels, inverters and monitoring system –a complete design and build as part of the team installation.
- v. Contract for a PPA that was owned by PSE&G and our team was a design and build EPC contract for a flat fee.
- vi. PSE&G was the PPA and provided the funding for the Design and Build and EPC contract that the team completed.
- vii. Project Completion Date: September 30, 2010
- viii. Project Capital Cost: \$3.5 Million
- ix. Operational Status: Live Operation as a PPA owned by PSE&G

Reference #5

- i. **Park Avenue School: 500 kW Parking Lot Canopy and Rooftop Solar System**
 - ii. Newark, NJ
 - iii. Name: Rodney Williams
 - iv. Title: Facility Manager
Phone Number: 862-377-3704
 - v. EZENERGY provided the solar consulting and design. The team that EZENERGY was part of provided the solar design, solar racking, solar panels, inverters and monitoring system –a complete design and build as part of the team installation.
 - vi. Contract for a PPA that was owned by PSE&G and our team was a design and build EPC contractor for a flat fee.
 - vii. PSE&G was the PPA and provided the funding for the Design and Build and EPC contract that the team completed.
-

	City of Millville Solar PPA Project
--	--

- viii. Project Completion Date: December 30, 2010
- ix. Project Capital Cost: \$3.5 Million
- x. Operational Status: Live Operation as a PPA owned by PSE&G

Reference #6

Barnegat Board of Education, Barnegat NJ: 1.4 MW Rooftop Solar Systems

Barnegat, NJ

Name: Lourdes La Guardia

Title: Business Administrator

Phone Number: 609-698-5800 ext. 5114

- xix. EZENERGY provided consulting for the structural construction of the rooftop system, EZENERGY provided the solar consulting and design. The Eznergy team provided structural engineering, solar design, solar racking, solar panels, inverters and monitoring system – a complete design and build as part of the team installation.
 - xx. Contract was a Power Purchase Agreement with no costs to the BOE.
 - xxi. Power Purchase Agreement finance firm financed owned and operates the solar systems.
 - xxii. Project Completion Date: February 2013.
-

Reference #7

North Warren Board of Education, Blairstown NJ: 800 kW Rooftop Solar Systems

Name: Christina Sharkey

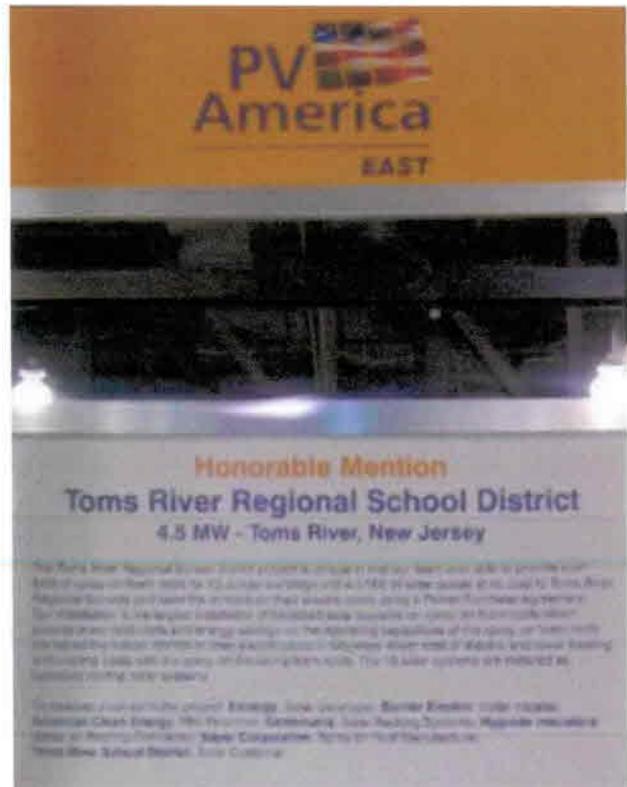
Title: Business Administrator

Phone Number: 908-362-8211 ext. 1204

- xxiii. EZENERGY provided solar design and consulting services for the structural construction of the ground mounted solar panel system at the school. The team that Ezenergy formed provided structural engineering, solar design, solar racking, solar panels, inverters and monitoring system – a complete design and build as part of the team installation.
- xxiv. Contract was a Power Purchase Agreement with no costs to the BOE.
- xxv. Power Purchase Agreement finance firm financed owned and operates the solar systems.
- xxvi. Project Completion Date: Completed February 2013.
- xxvii. Project Capital Cost: \$3.5 Million
- xxviii. Operational Status: Live Operation as a PPA owned by a PPA firm.



Ezenergy provided a team for 13 rooftop solar installations for Toms River Regional New Jersey school district



	City of Millville Solar PPA Project
--	--

A Win-Win for Toms River

Our Toms River solar projects provide 4.5 MW of power to the Toms River Regional School District under a competitively priced Power Purchase Agreement, saving the district over \$330,000 a year on its energy bill. Solar panels were installed atop 11 schools and two other Board of Education facilities while classes were in session, with no disruptions to student learning. Eznergy earned an Honorable Mention at PV America East 2013.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
EZENERGY NJ LIMITED LIABILITY COMPANY

TRADE NAME:

ADDRESS:
1561 ROUTE 9
TOMS RIVER NJ 08755
EFFECTIVE DATE:

SEQUENCE NUMBER:
1745570

ISSUANCE DATE:
10/02/12

09/28/12

James J. Piscione
Director
New Jersey Division of Revenue

FORM-BRC
(04-08) D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected

EZENERGY NJ LIMITED LIABILITY C
1561 ROUTE 9
TOMS RIVER NJ 08755

Tax Registration No.: xxx-xxx-237/000

Tax Effective Date: 03-01-11

Document Locator No.: I0000712597

Date Issued: 09-28-12

Michael J. Boy
Acting Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number
70716

Registration Date: 14/2015
Expiration Date: 13/2016



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2015
Eznergy NJ LLC

Responsible Representative(s):

- James Brown, President
- Carolyn Barth, Secretary
- Lou Ianniello, CEO
- Judy Ianniello, CFO
- Corinne Brown, Managing Member

Handwritten signature of Harold J. Wirths in black ink.

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

Responsible Representative(s):

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE

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COMMERCIAL, INDUSTRIAL AND LOCAL GOVERNMENT

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EZENERGY

1561 Lakewood Rd
 Toms River, NJ 08755
 Ocean County

Contact Information:

Nick Mackres
 Managing Member
 (732) 244-0442
 (732) 953-9100 FAX
nickm@ezenergy.com
www.ezenergy.com

License / HIC Registration #: 13VH06888600

Business Types: [Solar PV Commercial Installers](#)

Other Comments: We are already a Trade Ally for Solar PPA and Residential Installations.

Program Updates

- [Notice of FY2017 C&I Program Changes](#)
- [Energy Code Update](#)
- Other updates posted.

Program Literature



Applications and Brochures
 Download the Latest Program Materials

Success Stories



Jersey Shore University Medical Center
 Co-generation units at the center of major expansion

Local Govt and Schools



Find out what financial incentives are available today!

Business Energy Advisor



Learn more about energy use & savings in your industry

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EZENERGY NJ LLC
1561 ROUTE 9
TOMS RIVER, NJ 08755

State of New Jersey



**DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034**



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$200,000	C035 -SOLAR ENERGY SYSTEMS	01/28/2016	01/27/2018

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dPMC/Assets/Files/dPMC-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).

	City of Millville Solar PPA Project
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Section c. Pricing Elements, Financial Overview

Pricing Elements:

Our team is proposing a Power Purchase Agreement for the costs of the solar power system. There is no up-front cost to the City of Millville.

Financial Overview:

Our team has enclosed here a financial overview of the benefits of a power purchase agreement.

The proposed electric rate is 8.5 cents per kwh for the first year. A savings of 5 cents per each kwh produced by the solar power system. Which with reduction in demand charges will decrease the overall electric rate about 40% over the current rates. And with electric rates going up from the local utility the savings will be greater in the future.

The electric rate will increase each year during the term of the contract for 15 years at a rate of 2% per year. This rate is much less than the average increase by the electric company of 6% per year each year.

City of Millville is currently paying an estimated rate of an estimated 17 cents per kwh for supply and Distribution and Demand charges in total. Although not all of this amount is saved a large portion of these electric charges are eliminated by using the solar generated power.

The following chart depicts the estimated savings over the 15 year life of the PPA contract.

	City of Millville Solar PPA Project
--	--

Section d: Proposed PV System Technical Design

The attached documents are based on our proposed design. We were able to use the latest high wattage solar panels and design techniques in our proposed layouts and thus were able to generate enough energy to replace 100% of your existing electrical usage on an annual basis.

We are proposing the following equipment or approved equivalents:

Solarworld or AUO High Efficiency Made in America Solar Panels or equivalent

Solectria Roof Mounted String Inverters or equivalent

DPW Racking or equivalent

Enphase Microinverters or equivalent

Attached are the brochures on the proposed major components and we will provide an updated proposed solar layout for your roof once we have a signed contract and we do a site inspection with our engineers. We have attached a preliminary layout here. We have also attached here an estimated energy production for your facilities using the National Renewable Laboratory's PV Watts estimating system.

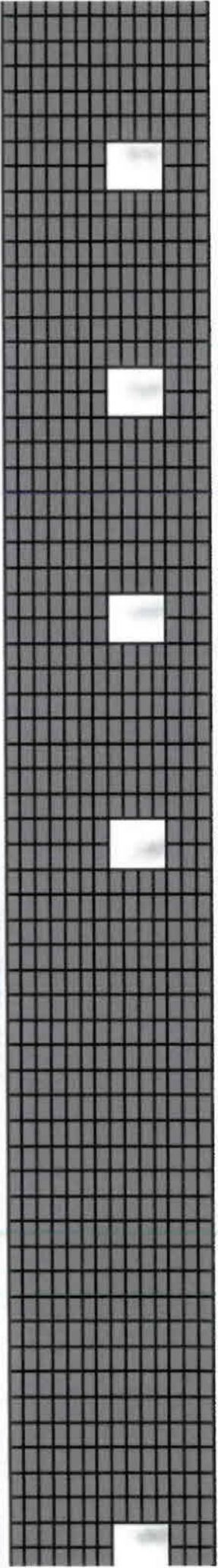


Imagery © 2016, DigitalGlobe, USDA Farm Service Agency, USDA

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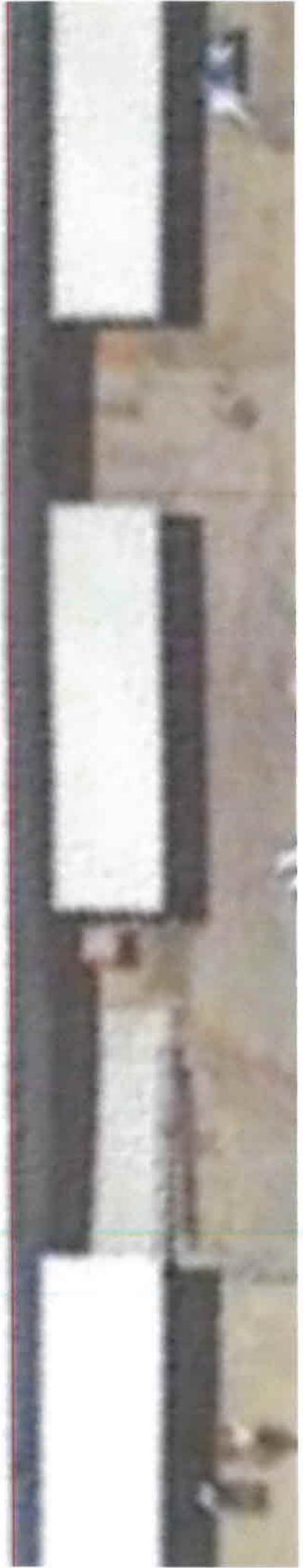
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Caution: Photovoltaic system performance predictions calculated by PVWatts® include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts® inputs. For example, PV modules with better performance are not differentiated within PVWatts® from lesser performing modules. Both NREL and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at <http://sam.nrel.gov>) that allow for more precise and complex modeling of PV systems.

The expected range is based on 30 years of actual weather data at the given location and is intended to provide an indication of the variation you might see. For more information, please refer to this NREL report: The Error Report.

Disclaimer: The PVWatts® Model ("Model") is provided by the National Renewable Energy Laboratory ("NREL"), which is operated by the Alliance for Sustainable Energy, LLC ("Alliance") for the U.S. Department Of Energy ("DOE") and may be used for any purpose whatsoever.

The names DOE/NREL/ALLIANCE shall not be used in any representation, advertising, publicity or other manner whatsoever to endorse or promote any entity that adopts or uses the Model. DOE/NREL/ALLIANCE shall not provide

any support, consulting, training or assistance of any kind with regard to the use of the Model or any updates, revisions or new versions of the Model.

YOU AGREE TO INDEMNIFY DOE/NREL/ALLIANCE, AND ITS AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO YOUR USE, RELIANCE, OR ADOPTION OF THE MODEL FOR ANY PURPOSE WHATSOEVER. THE MODEL IS PROVIDED BY DOE/NREL/ALLIANCE "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL DOE/NREL/ALLIANCE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS ASSOCIATED WITH THE LOSS OF DATA OR PROFITS, WHICH MAY RESULT FROM ANY ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS CLAIM THAT ARISES OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MODEL.

The energy output range is based on analysis of 30 years of historical weather data for nearby , and is intended to provide an indication of the possible interannual variability in generation for a fixed (open rack) PV system at this location.

RESULTS

326,048 kWh per Year *

System output may range from 311,571 to 334,982kWh per year near this location.

Month	Solar Radiation (kWh / m ² / day)	AC Energy (kWh)	Energy Value (\$)
January	2.25	15,940	2,381
February	3.02	19,524	2,917
March	4.07	28,296	4,227
April	5.05	33,134	4,950
May	5.79	38,531	5,756
June	6.12	37,835	5,653
July	6.01	37,999	5,677
August	5.40	34,439	5,145
September	4.60	28,858	4,311
October	3.43	22,637	3,382
November	2.34	15,479	2,313
December	1.94	13,376	1,998
Annual	4.17	326,048	\$ 48,710

Location and Station Identification

Requested Location	millville, nj
Weather Data Source	(TMY2) ATLANTIC CITY, NJ 25 mi
Latitude	39.45° N
Longitude	74.57° W

PV System Specifications (Residential)

DC System Size	270.280 kW
Module Type	Standard
Array Type	Fixed (roof mount)
Array Tilt	5°
Array Azimuth	230°
System Losses	14.08%
Inverter Efficiency	96.5%
DC to AC Size Ratio	1.1

Economics

Average Cost of Electricity Purchased from Utility	0.15 \$/kWh
--	-------------

Performance Metrics

Capacity Factor	13.8%
-----------------	-------



BenQ Group

SunVivo

PM060MW2/PM060MB2

Mono-Crystalline Photovoltaic Module



290W
2
310W

Power Range
290 ~ 310Wp



Highly Strengthened Design

Module complies with advanced loading tests to meet 5400 Pa loading requirements



PID-Resistance (up to Diamond Level)
Certified high PID resistance



Superior Weak Light Performance

Improved absorption of long wavelength light



Flammability Test

Low ignitability ensuring fire safety



Resistance to Salt Corrosion and Humidity

Module complies with IEC 61701: Salt Mist Corrosion Testing



Ammonia Test

Reliable in ammonia rich environment



SunVivo PM060MW2 / PM060MB2 (290 ~ 310Wp)

Electrical Data

	290W	295W	300W	305W	310W
Typ. Nominal Power P_n	290W	295W	300W	305W	310W
Typ. Module Efficiency	17.8%	18.1%	18.4%	18.7%	19.1%
Typ. Nominal Voltage V_{mp} (V)	32.3	32.6	32.7	32.9	33.1
Typ. Nominal Current I_{mp} (A)	8.99	9.05	9.18	9.28	9.38
Typ. Open Circuit Voltage V_{oc} (V)	39.7	39.8	39.9	40.2	40.5
Typ. Short Circuit Current I_{sc} (A)	9.57	9.63	9.80	9.91	10.02
Maximum Tolerance of P_n	0 / +3%				

* Above data are the effective measurement at Standard Test Conditions (STC)
 * STC: irradiance 1000W/m², spectral distribution AM 1.5, temperature 25 ± 2 °C, in accordance with EN 60904-3
 * Black back sheet (PM060MB2) is utilized for 290W & 300W, white back sheet (PM060MW2) is for 295W - 310W

Temperature Coefficient

NOCT	46 ± 2 °C
Typ. Temperature Coefficient of P_n	-0.42% / K
Typ. Temperature Coefficient of V_{oc}	-0.30% / K
Temperature Coefficient of I_{sc}	0.05% / K

* NOCT: Normal Operation Cell Temperature, measuring conditions: irradiance 800W/m², AM 1.5, air temperature 20 °C, wind speed 1 m/s

Mechanical Characteristics

Dimensions (L x W x H)	1640 x 992 x 40 mm (64.57 x 39.05 x 1.57 in)
Weight	19 kg (41.89 lbs)
Front Glass	High transparent solar glass (tempered), 3.2 mm (0.13 in)
Cell	60 monocrystalline solar cells
Back Sheet	Composite film
Frame	Anodized aluminum frame
Junction Box	IP-67 rated with 3 bypass diodes
Connector Type & Cables	TE Connectivity PV4: 1 x 4 mm ² (0.04 x 0.16 in ²), Length: each 1.0 m (39.37 in)

Operating Conditions

Operating Temperature	-40 ~ +85 °C
Ambient Temperature Range	-40 ~ +45 °C
Max. System Voltage IEC/UL	1000V / 1000V
Serial Fuse Rating	15 A
Maximum Surface Load Capacity	Tested up to 5400 Pa according to IEC 61215 (advanced test)

Warranties and Certifications

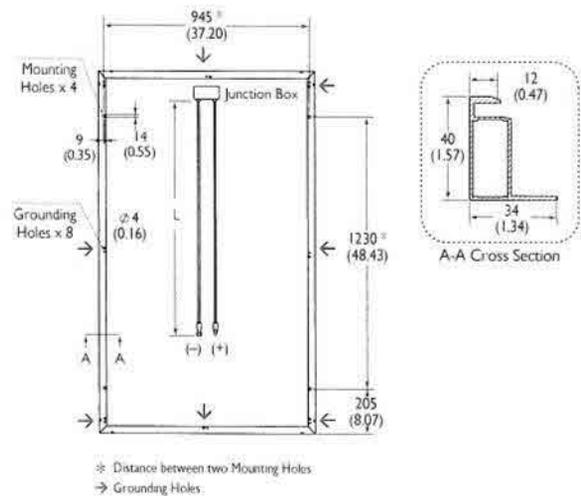
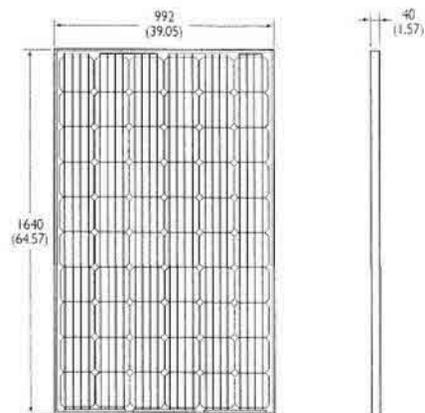
Product Warranty	Maximum 12 years for material and workmanship
Performance Guarantee	Guaranteed linear degradation to 80% for 25 years *1
Certifications	According to IEC/EN 61215, IEC/EN 61730 and UL 1703 guidelines *2

*1: Please refer to warranty letter for detail
 *2: Please confirm other certifications with official dealers

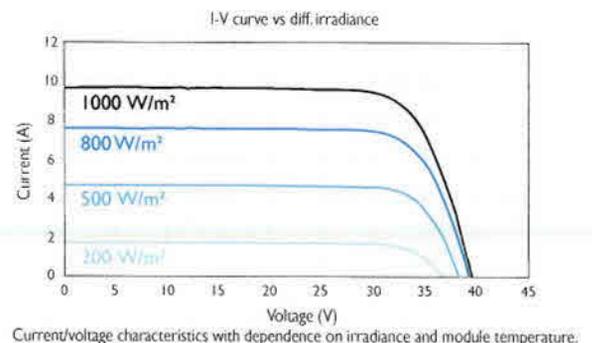
Packing Configuration

Container	20' GP	40' GP	40' HQ
Pieces per Pallet	26	26	26
Pallets per Container	6	14	28
Pieces per Container	156	364	728

Dimensions mm (inch)



I-V Curve



About AU Optronics

AU Optronics (AUO) is a leading global manufacturer of TFT-LCD committed to providing green solutions to its worldwide customers in a manner that is sustainable and friendly to the environment. In addition to its strengths in product and technological innovation, AUO stresses its commitment to going green and to utilizing manufacturing excellence to develop high efficiency solar solutions for residential, commercial, and utility segments.

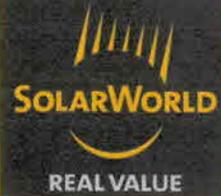


AU Optronics Corporation
 No. 1, Li-Hsin Rd, 2, Hsinchu Science Park, Hsinchu 30078, Taiwan
 Tel: +886-3-500-8899 solar.AUO.com

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Sunmodule®

SW 340-350 XL MONO (33mm frame)



TUV Power controlled:
Lowest measuring tolerance in industry



Every component is tested to meet
3 times IEC requirements



Designed to withstand heavy
accumulations of snow and ice



Sunmodule
Positive performance tolerance



25-year linear performance warranty
and 10-year product warranty



Glass with anti-reflective coating



World-class quality

Fully-automated production lines and seamless monitoring of the process and material ensure the quality that the company sets as its benchmark for its sites worldwide.

SolarWorld Plus-Sorting

Plus-Sorting guarantees highest system efficiency. SolarWorld only delivers modules that have greater than or equal to the nameplate rated power.

25-year linear performance guarantee and extension of product warranty to 10 years

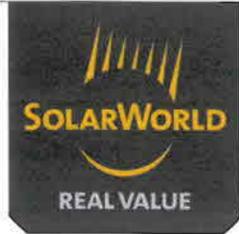
SolarWorld guarantees a maximum performance digression of 0.7% p.a. in the course of 25 years, a significant added value compared to the two-phase warranties common in the industry, along with our industry-first 10-year product warranty.*

*in accordance with the applicable SolarWorld Limited Warranty at purchase.
www.solarworld.com/warranty



Sunmodule®

SW 340-350 XL MONO (33mm frame)



PERFORMANCE UNDER STANDARD TEST CONDITIONS (STC)*

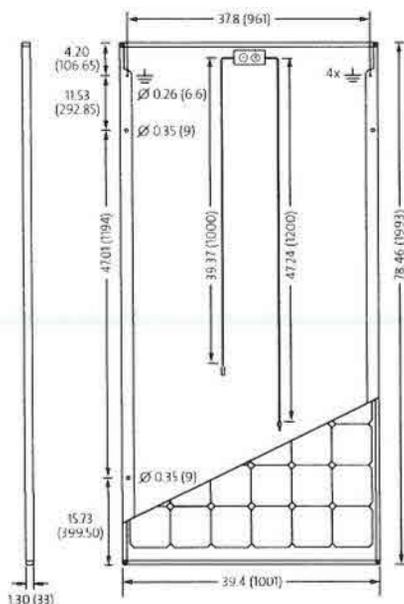
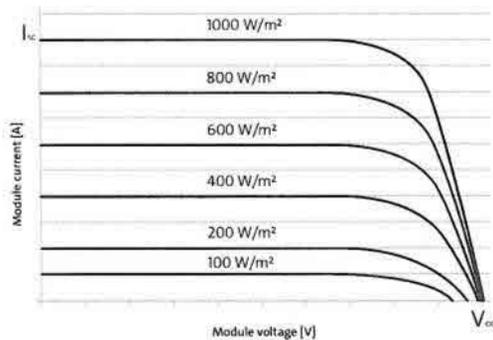
		SW 340	SW 345	SW 350
Maximum power	P_{max}	340 Wp	345 Wp	350 Wp
Open circuit voltage	V_{oc}	47.6 V	47.8 V	48.0 V
Maximum power point voltage	V_{mpp}	38.0 V	38.2 V	38.4 V
Short circuit current	I_{sc}	9.69 A	9.75 A	9.82 A
Maximum power point current	I_{mpp}	9.01 A	9.10 A	9.17 A
Module efficiency	η_m	17.04 %	17.29 %	17.54 %

*STC: 1000W/m², 25°C, AM 1.5

PERFORMANCE AT 800 W/M², NOCT, AM 1.5

		SW 340	SW 345	SW 350
Maximum power	P_{max}	259.3 Wp	263.8 Wp	267.2 Wp
Open circuit voltage	V_{oc}	41.5 V	41.8 V	42.0 V
Maximum power point voltage	V_{mpp}	34.9 V	35.2 V	35.4 V
Short circuit current	I_{sc}	8.05 A	8.10 A	8.16 A
Maximum power point current	I_{mpp}	7.42 A	7.50 A	7.56 A

Minor reduction in efficiency under partial load conditions at 25°C: at 200 W/m², 100% of the STC efficiency (1000 W/m²) is achieved.



COMPONENT MATERIALS

Cells per module	72	Front	Low-iron tempered glass with ARC (EN 12150)
Cell type	Mono crystalline	Frame	Clear anodized aluminum
Cell dimensions	6.17 in x 6.17 in (156.75 x 156.75 mm)	Weight	47.6 lbs (21.6 kg)

THERMAL CHARACTERISTICS

NOCT	46°C
TCI_{sc}	0.042 %/K
TCV_{oc}	-0.304 %/K
TCV_{mpp}	-0.43 %/K
Operating temp	-40° C to +85° C

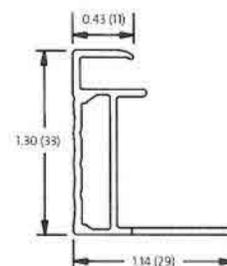
ADDITIONAL DATA

Power sorting	-0 Wp/+5 Wp
J-Box	IP65
Connector	PV wire per UL4703 with H4 connectors
Module fire performance	(UL 1703) Type I

PARAMETERS FOR OPTIMAL SYSTEM INTEGRATION

Maximum system voltage SC II / NEC	1000 V	
Maximum reverse current	25 A	
Number of bypass diodes	3	
Design loads*	Two rail system	113 psf downward, 64 psf upward
Design loads*	Edge mounting	178 psf downward, 23 psf upward

* Please refer to the Sunmodule installation instructions for the details associated with these load cases.



- Compatible with both "Top-Down" and "Bottom" mounting methods.
- ⚡ Grounding Locations:
 - 4 locations along the length of the module in the extended flange.

All units provided are imperial. SI units provided in parentheses.
SolarWorld AG reserves the right to make specification changes without notice.

SW-01-7540US 09-2015

Enphase M250

The versatile **Enphase M250 Microinverter™** performs in both residential and commercial solar PV installations and is compatible with both 60-cell and 72-cell modules. With its all-AC approach and integrated grounding, the M250 delivers increased energy harvest and reduces design and installation complexity.

The Enphase M250 Microinverter integrates seamlessly with the Enphase Engage™ Cable, the Enphase Envoy™ communications gateway, and Enphase Enlighten™ monitoring and analysis software.



Productive

- Designed for a wide range of modules
- Maximizes energy production
- Minimizes impact of shading, dust, and debris

Simple

- No DC design or string calculation required
- No GEC needed for microinverter
- Easy installation with Engage Cable

Reliable

- 4th-generation product
- More than 1 million hours of testing and millions of units shipped
- Industry-leading warranty, up to 25 years



To learn more about Enphase offerings, visit enphase.com

Enphase M250 Microinverter

INPUT DATA (DC)	MODELS: M250-60-2LL-S22, M250-60-2LL-S25	MODELS: M250-72-2LL-S22, M250-72-2LL-S25
Commonly used module pairings ¹	210 - 350+ W	210 - 350+ W
Compatibility	60-cell PV modules	60-cell and 72-cell PV modules
Maximum input DC voltage	48 V	62 V
Peak power tracking voltage	27 V - 39 V	27 V - 48 V
Operating range	16 V - 48 V	16 V - 60V
Min/Max start voltage	22 V / 48 V	22 V / 48 V
Max DC short circuit current	15 A	15 A
OUTPUT DATA (AC)		
Peak output power	250 W	
Maximum continuous output power	240 W	
Nominal output current	1.15 A @ 208 VAC 1.0 A @ 240 VAC	
Nominal voltage/range	208 V / 183-229 V @ 208 VAC 240 V / 211-264 V @ 240 VAC	
Nominal frequency/range	60.0 / 57-61 Hz	
Extended frequency range ²	57-62.5 Hz	
Power factor	>0.95	
Maximum units per 20 A branch circuit	24 (three-phase 208 VAC) 16 (single phase 240 VAC)	
Maximum output fault current	850 mA rms for 6 cycles	
EFFICIENCY		
CEC weighted efficiency	96.5%	
Peak inverter efficiency	96.5%	
Static MPPT efficiency (weighted, reference EN50530)	99.4%	
Night time power consumption	65 mW max	
MECHANICAL DATA		
Ambient temperature range	-40°C to +65°C	
Dimensions (WxHxD)	171 mm x 173 mm x 30 mm (without mounting bracket)	
Weight	1.6 kg (3.4 lbs)	
Cooling	Natural convection - No fans	
Enclosure environmental rating	Outdoor - NEMA 6	
Connector type	MC4: M250-60-2LL-S22 and M250-72-2LL-S22 Amphenol H4: M250-60-2LL-S25 and M250-72-2LL-S25	
FEATURES		
Communication	Power line	
Integrated ground	The DC circuit meets the requirements for ungrounded PV arrays in NEC 690.35. Equipment ground is provided in the Engage Cable. No additional GEC or ground is required. Ground fault protection (GFP) is integrated into the microinverter.	
Monitoring	Enlighten Manager and MyEnlighten monitoring options	
Transformer design	High frequency transformers, galvanically isolated	
Compliance	UL 2703 recognized, UL1741/IEEE1547, FCC Part 15 Class B, CAN/CSA-C22.2 NO. 0-M91, 0.4-04, and 107.1-01	

1. No enforced DC/AC ratio. See the compatibility calculator at enphase.com/en-us/support/module-compatibility.
2. Frequency ranges can be extended beyond nominal if required by the utility.

To learn more about Enphase offerings, visit enphase.com

POWER XPRESS™

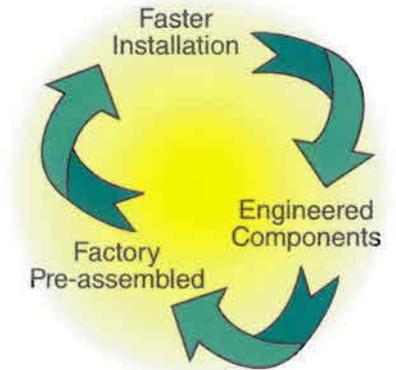
Ballasted Flat Roof
Mounting System



- COMMUNICATIONS
- ENERGY
- SPECIAL INDUSTRIES
- SOLAR



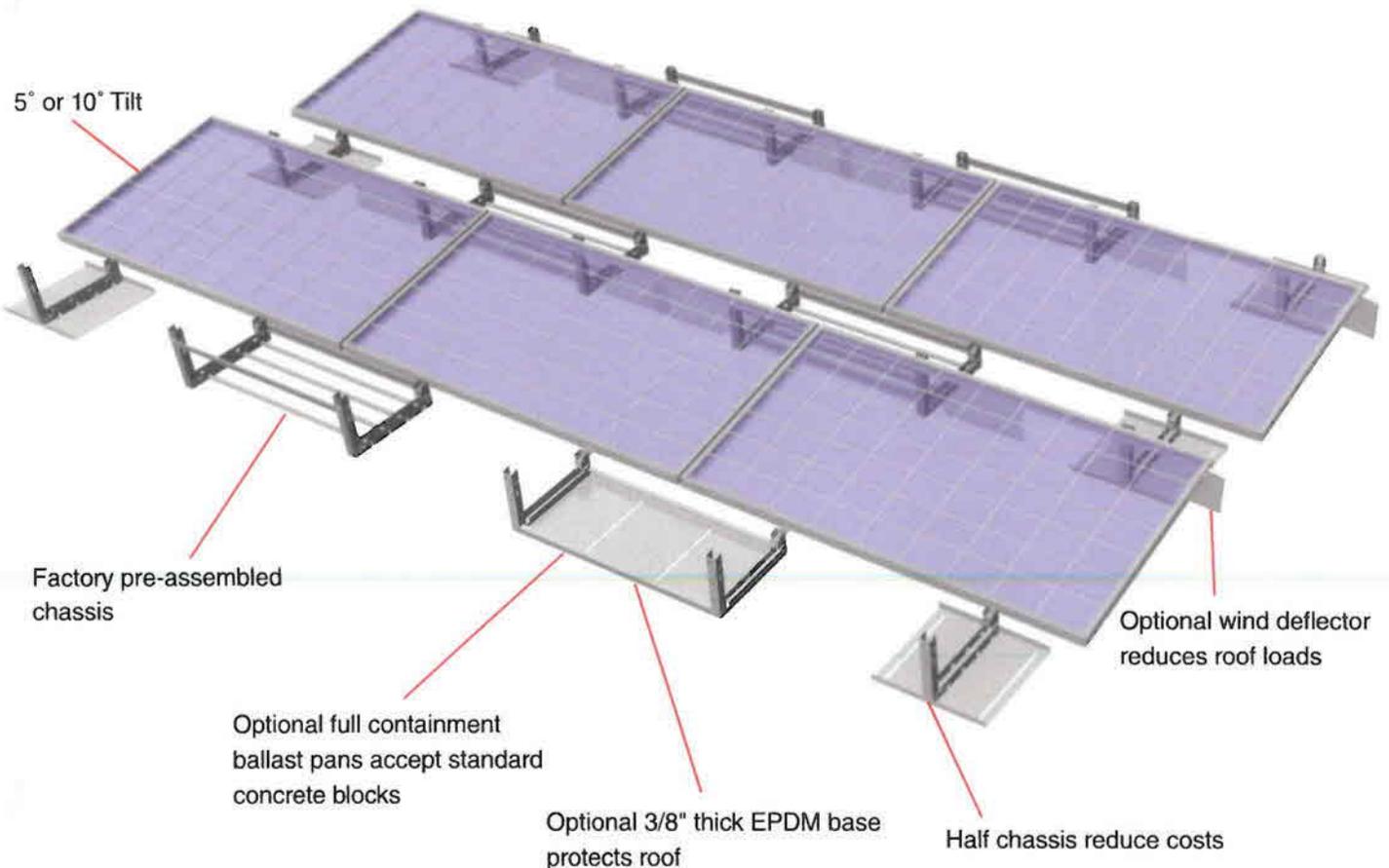
The POWER XPRESS™ PV Solar Mounting System



The **POWER XPRESS** is a fully ballasted, high strength mounting structure developed with the professional installer in mind. Featuring two main components and no loose hardware, the POWER XPRESS is designed to provide a faster assembly and shorter learning curve. The modular design simplifies roof layouts, ordering and final installation while stackable components reduce shipping volume and provide easy transport of materials to the roof. The new POWER XPRESS is backed by our 20+ years of industry experience, engineering support and dedicated customer service.



Pre-assembled Module Clip



Performance and Simplicity Combined



Adaptable

- Secures most Framed Modules
- 5 or 10 Degree Tilt
- EPDM Roof Protection Options
- Accepts standard Wire Management components
- Wind Deflector option reduces roof loads



Snap-In wind deflectors



Quick Assembly

- Two Main Components – Chassis and Clamp
- Self-Aligning using Spanner & Jigs
- Single Tool
- Pre-assembled Clamp – No Loose Hardware
- Built-In Electrical Grounding
- Open Access to Clamps



Easy access module clamping



Reliable

- Wind Tunnel Tested
- UL Code Compliant Grounding
- Galvanized Steel Construction
- Preferred PV Module Attachment Locations
- Optional Full Containment Ballast Trays



Preferred PV module attachment locations

DPW Solar's engineering staff is available to assist with your next project. Please visit www.DPWSolar.com and complete an RQF Form or contact our product support team at (800) 260-3792.

Load Calculations

Ballast Plans

Permit Ready Drawings

Other PV Solar Mounting Solutions



Ballasted Power Rail™

- **Non-penetrating**, flush mount commercial flat roof system
- Power Rail™ top-clamping system with patented Lock-in-Place RAD™ Bolts
- High density, high energy output per square foot
- EPDM rubber (included) protects roof surfaces
- Wind tunnel tested – low ballast weight



Power Peak™

- Designed for Large Scale applications featuring fewer components
- Installs over pile driven standard I-Beams
- Mounting structures optimized to specific site requirements
- Field adjustable – fast installation
- Features patented Lock-in-Place RAD™ Bolts
- Integrated grounding



Power Rail™ Mounting System

- P4, P6, P8, P14, LD and MD rail options for optimal span-to-cost ratio
- High strength, top-clamping mounting system with patented Lock-in-Place RAD™ Bolts
- Parallel to roof or tilted mount applications
- Single tool assembly
- Attachment options for any style roof application



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Email: sales@preformed.on.ca

	City of Millville Solar PPA Project
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Section e: Solar Power System Purchase Agreement

Attached is a sample Power Purchase Agreement. The actual contract will be presented once an agreement to move forward with the project has been initiated.

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively a “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:		Seller:	
Name and Address	Purchaser Name, [Inc.] 111 Street Name City, State 00000-0000 Attention: Customer Contact	Name and Address	Seller Name 111 Street Name City, State 00000-0000 Attention: Seller Contact
Phone	() -	Phone	() -
Fax	None	Fax	() -
E-mail	@	E-mail	@
Premises Ownership	Purchaser [] owns [] leases the Premises. List Premises Owner, if different from Purchaser:	Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “**System**”) and installed at the Purchaser’s facility described in **Exhibit 2** (the “**Facility**”).

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

- Exhibit 1** Basic Terms and Conditions
- Exhibit 2** System Description
- Exhibit 3** Credit Information
- Exhibit 4** General Terms and Conditions
- Exhibit 5** Form of Memorandum of License
- Exhibit 6** Form of Easement Agreement

Purchaser: Purchaser Name, [Inc.]

Seller: [Redacted]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Basic Terms and Conditions

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.
3. **Environmental Incentives and Environment Attributes:** Accrue to Seller.
4. **Contract Price:**

Contract Year	\$/kWh
1	\$0.0000
2	\$0.0000
3	\$0.0000
4	\$0.0000
5	\$0.0000
6	\$0.0000
7	\$0.0000
8	\$0.0000
9	\$0.0000
10	\$0.0000
11	\$0.0000
12	\$0.0000
13	\$0.0000
14	\$0.0000
15	\$0.0000
16	\$0.0000
17	\$0.0000
18	\$0.0000
19	\$0.0000
20	\$0.0000

5. **Condition Satisfaction Date:** _____, 2011

6. **Anticipated Commercial Operation Date:** _____, 2011

7. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of \$0. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.

8. **Purchaser Options to Purchase System.** None or as set forth in Section 16(b).

9. **Outside Commercial Operation Date:** [_____].

10. System Installation:

Includes:	<input type="checkbox"/> Design, engineering, permitting, installation, monitoring, rebate application and paperwork processing of the System <input type="checkbox"/> Limited Warranty <input type="checkbox"/> List of Approved Subcontractors <input type="checkbox"/> Any like substantive equipment, in the sole discretion of the Seller <input type="checkbox"/> State or Utility Rebate, if any. Describe: _____
Excludes:	Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, payment bonds, performance bond(s), prevailing wage construction, tree removal, or tree trimming.

Exhibit 2
System Description

1. **System Location:** [Site Street Address, City, State- 99999]
2. **System Size (DC kW):** [...]
3. **Expected First Year Energy Production (kWh):** [...]
4. **Expected Structure:** [] Ground Mount [] Roof Mount [] Parking Structure [] Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
[...]	[...]

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
[...]	[...]

7. **Facility and System Layout:** See Exhibit 2, Attachment A
8. **Utility:** _____

Exhibit 2
Attachment A:
Facility and System Layout

An Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	[written description of Delivery Point, also indicate below]
Access Points	[written description of access points needed to install and service System, also indicate below]



Exhibit 3
Credit Information

romptly following the execution of this Agreement, Purchaser shall supply Seller with the following credit information:

PURCHASER INFORMATION							
Name: Purchaser Name, [Inc]						Fax ID:	
Previous & Other Names:				Website:			
Corporate Address: 111 Street Name							
City, State, Zip City, State 99999							
Phone Number: () -				Fax Number: () -			
Entity Type Check One:	S-Corp	C-Corp	Partnership	Sole Prop	LLC	LLP	Other
Property Address for Solar Installation:				State:	Zip Code:	Property Owned by Applicant <input type="checkbox"/> YES <input type="checkbox"/> NO	
Property Type	Insurance Agent Name		Agents Phone: () -		Name of Property Owner if Not Applicant		
Information Requested: Please submit the information required below via electronic format to _____@_____.							
<u>Corporate Records</u>							
<input type="checkbox"/> Copy of Articles of Incorporation, Partnership Agreement, Fictitious Name Statement or Organizational Formation Documents (if applicable)							
<u>Financial Statements</u>							
<input type="checkbox"/> Last two (2) years of CPA audited, reviewed, compiled statements (Balance Sheet, Income Statement, Cash Flow)							
<u>Real Estate Documents</u>							
<input type="checkbox"/> Lease with Premises Fee Owned							
<input type="checkbox"/> Copies of Liens or Third Party Security Interests in the Premise							
Seller may request you provide additional documentation to complete the credit evaluation process. Seller will notify you if additional information is required.							

The above information and any information attached is furnished to Seller and its Financing Parties in connection with the Application of credit for which you may apply or credit you may guarantee. You acknowledge and understand that the Lender is relying on this information in deciding to grant or continue credit or to accept a guarantee of credit. You represent, warranty and certify that the information provided herein is true, correct and complete. The Lender is authorized to make all inquiries deemed necessary to verify the accuracy of the information contained herein and to determine your creditworthiness. You authorize any person or consumer-reporting agency to give the Lender any information it may have about you. You authorize the Lender to answer questions about its credit experience with you. Subject to any non-disclosure agreement between you and Lender, this form and any other information given to the Lender shall be the Lender's property. If your application for business credit is denied you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact Seller at () - . You must contact us within 60 days from date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.

NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050. Seller is an equal opportunity lender.

Signature:

Title:

Date:

Exhibit 4
Solar Power Purchase Agreement
General Terms and Conditions

August 8, 2013 Solar Energy Finance Association Version 1.0

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the "Term"). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibit 2** (the "Delivery Point"). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.

3. **Term and Termination.**
 - a. **Initial Term.** The initial term ("Initial Term") of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The "Commercial Operation Date" is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the "Utility"), as set forth on **Exhibit 2**. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

 - b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an "Additional Term"). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

4. **Billing and Payment.**
 - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the "Contract Price"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.

 - b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.

The Contract Price includes ACH invoicing. If manual invoicing is required, a twenty five dollar (\$25) handling charge will be added to each invoice.

- c. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system, including property taxes on the System; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser for reasons other than Force Majeure or as a result of Purchaser's acts or omissions. For purposes of this Section 4(d), "Taxes" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility.
- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net twenty (20) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the twenty (20) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

5. Environmental Attributes and Environmental Incentives.

Unless otherwise specified on Exhibit 1, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

"**Environmental Incentives**" means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"**Governmental Authority**" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

“**Tax Credits**” means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. Conditions to Obligations.

- a. **Conditions to Seller’s Obligations.** Seller’s obligations under this Agreement are conditioned on the completion of the following conditions to Seller’s reasonable satisfaction on or before the Condition Satisfaction Date:
- i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the “**Premises**”) including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
 - ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller’s Financing Parties. “**Construction Agreement**” as used in this subsection means an agreement between Seller and any contractor or subcontractor to install the System;
 - iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
 - iv. Receipt of all necessary zoning, land use and building permits; and
 - v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility’s electric distribution system.
- b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Seller may terminate this Agreement upon ten (10) days written notice to Buyer without liability for costs or damages or triggering a default under this Agreement.
- c. **Commencement of Construction.** Seller’s obligation to commence construction and installation of the System is conditioned on Seller’s receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller’s rights under this Agreement for as long Seller is not in default hereunder and (C), a signed and notarized original copy of the easement agreement suitable for recording, substantially in the form attached hereto as **Exhibit 6** (the “**Easement Agreement**”).
- d. **Conditions to Purchaser’s Obligations.** Purchaser’s obligations under **Section 4(a)** are conditioned on the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

7. Seller’s Rights and Obligations.

- a. **Permits and Approvals.** Seller, with Purchaser’s reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
- i. any zoning, land use and building permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility’s electric distribution system.

Purchaser shall cooperate with Seller’s reasonable requests to assist Seller in obtaining such agreements, permits and approvals.

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser’s negligence, willful misconduct or breach of this Agreement. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller’s contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller’s contractors’ then current

standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.

- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors. If a list of pre-approved contractors and subcontractors to be used for construction of the System is desired, such list shall be scheduled on an appendix to this Exhibit. All contractors and subcontractors to be used for the construction of the System, other than those that may be scheduled on an appendix to this Exhibit, shall be subject to Purchaser's prior written consent, not to be unreasonably withheld.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.
- h. **No Warranty.** NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. The Limited Warranty will provide Purchaser with a separate contract from this Agreement. No rights provided to Purchaser by the Limited Warranty may be asserted under this Agreement. No warranty is made in this Agreement. Therefore, any warranty claim must be made independently of this Agreement and will not affect Purchaser's obligations under this Agreement.

8. **Purchaser's Rights and Obligations.**

- a. **License¹ to the Premises; Facility Access Rights.** Purchaser grants to Seller and to Seller's agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Premises (the "License") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the Facility, to

¹ The Agreement provides for access to the Premises through a license. However, it is recognized that certain Sellers may prefer for access to the Premises to be provided through a lease or sublease.

the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party. At request of Seller, Purchaser shall execute a memorandum of License, and which shall be in form and substance set forth **Exhibit 5**, or other form agreed to by the parties. Seller may, at its sole cost and expense, record such memorandum of License with the appropriate land registry or recorder's office.

- b. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- c. **Maintenance of Facility.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during such disconnection or removal; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be in accordance with the procedures in Section 10(b). All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Outages.** Purchaser shall be permitted to be off line for a total of **forty-eight (48)** daylight hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the outage; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 10(b).

- f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 19.a), Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party.
- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.
- i. **Data Line.** Purchaser shall provide Seller a high speed internet data line during the Term to enable Seller to record the electric energy generated by the System. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- j. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

9. **Change in Law.**

"**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. **Relocation of System.**

- a. **System Relocation.** If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same utility district as the terminated System or in a location with similar utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred

eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized easement agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.

- b. Costs of Relocation. Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Seller's Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; ; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. "Contract Year" means the twelve month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.
- c. Adjustment for Insolation; Termination. Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser's payments to Seller are the same as if the System were located at the original Facility, increased to the extent necessary to compensate Seller for reduced revenues from Environmental Attributes and reduced Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) receive as a result of the relocation. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

11. Removal of System at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than [REDACTED] days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Seller's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

12. Measurement.

Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards.

13. **Default, Remedies and Damages.**

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the “**Defaulting Party**”, the other Party shall be deemed to be the “**Non-Defaulting Party**”, and each event of default shall be a “**Default Event**”:

- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
- ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. Purchaser loses its rights to occupy and enjoy the Premises;
- v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or
- vi. Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement.

b. **Remedies.**

i. **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.

ii. **Remedies for Other Defaults.** On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party’s right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this Contract without cause prior to commencement of System installation a five thousand dollar (\$5,000) design cancellation fee shall also apply in addition to any other remedy available to Seller.

iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the “**Termination Payment**”):

- A. **Purchaser.** If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to [for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto] [the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty five percent (35%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of the

System value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value; (c) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made); (d) other financing and associated costs not included in (a), (b) and (c); (2) the net present value (using a discount rate of (1) [%]) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term; (3) removal costs as provided in Section 13(b)(iii)(C) and (4) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. [The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement.] The Termination Payment shall not be less than zero.

B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of (1) [%]) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.²

C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

4. Representations, Warranties and Covenants.

a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date:

- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. Purchaser's Representations, Warranties and Covenants. Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:

- i. License. Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has

² If Purchaser is also taking the Environmental Attributes, the cost of replacement Environmental Attributes will also have to be taken into account.

obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.

- ii. Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
- iii. Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
- iv. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- v. Hazardous Substances. There are no Hazardous Substances at, on, above, below or near the Premises.
- vi. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.
- vii. Oregon Only: The electricity generated by the System will be used solely for commercial and business purposes. No portion of the electricity generated will be used for personal, family, household or agricultural purposes.

15. System and Facility Damage and Insurance.

a. System and Facility Damage.

- i. Seller's Obligations. If the **System** is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at the greater of (1) the Fair Market Value of the System and (2) the sum of the amounts described in Section 13.b.iii.A)(1) and Section 13.b.iii.A)(3) [for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto].
- ii. Purchaser's Obligations. If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. Insurance Coverage. At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. Seller's Insurance. Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
- ii. Purchaser's Insurance. Purchaser shall maintain commercial general liability insurance with coverage of at least _____ dollars (\$) per occurrence and _____ dollars (\$) annual aggregate.

c. Policy Provisions. All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

- d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 19), Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.** At the end of the [] and [] Contract Years³, and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the System. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Seller shall assign to Purchaser any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.
- c. **Determination of Fair Market Value.** "Fair Market Value" means, in Seller's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) [for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto] [the present value (using a discount rate of [] percent ([]%)) of all associated future income streams expected to be received by Seller arising from the operation of the System for the remaining term of the Agreement including but not limited to the expected price of electricity, Environmental Attributes, and Tax Credits and factoring in future costs and expenses associated with the System avoided]. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based

³ Up to two option dates can be offered during the term, but for tax reasons, the first can be no earlier than the end of the sixth Contract Year.

on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. Indemnification and Limitations of Liability.

- a. **General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “**Indemnified Parties**”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.
- i. **“Hazardous Substance”** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.
- d. **Limitations on Liability.**
- i. **No Consequential Damages.** Except with respect to indemnification for third party claims pursuant to this Section 17 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of

their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Seller is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Purchaser, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (ii) in the event that Seller is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Purchaser causes Seller to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages.

- ii. Actual Damages. Except with respect to indemnification for third party claims pursuant to Section 26 and damages that result from the willful misconduct of Seller, Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section (17)(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

18. Force Majeure.

- a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.
- d. If a Force Majeure event continues for a period of [REDACTED] ([REDACTED]) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. Assignment and Financing.

- a. Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). In the event of any such assignment, the Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's right and/or obligations under this

Agreement, shall not result in any change to Purchaser's rights and obligations under this Agreement. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "Financing Parties" means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a)(i)-(iv), Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "Successor Provider"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "Representatives"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 20(a), except as set forth in Section 20(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a), but shall be in addition to all other remedies available at law or in equity.
- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required

disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. **Miscellaneous Provisions**

- a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Arbitration and Attorneys' Fees.** Any dispute arising from or relating to this Agreement shall be arbitrated in [REDACTED]. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 7(h) (No Warranty), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (b) (Arbitration and Attorneys' Fees), Section 22(c) (Notices), Section 22 (g) (Comparative Negligence), Section 22(h) (Non-Dedication of Facilities), Section 22(j) (Service Contract), Section 22(k) (No Partnership) Section 22(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(n) (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- j. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- k. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- m. **Forward Contract.** The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- n. **No Third Party Beneficiaries.** Except for assignees, Financing Parties, and Successor Providers permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- o. **Bonding.**
- i. **Performance bond liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.

- ii. Payment bond liability. Any payment bond issued will cease at the termination of any time required by law.
- iii. Performance Guarantee. Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.

Exhibit 4
Attachment A
Termination Payment

Contract Year	Termination Payment Amount
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
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20	
After Year 20	Fair Market Value

End of Exhibit 4

Exhibit 5
Form of Memorandum of License

NOTICE OF GRANT OF INTEREST IN REALTY

in accordance with the provisions of [____], notice is hereby given of that Solar Power Purchase Agreement dated as of [____] for purchase and sale of electrical energy (the “**Solar Agreement**”), such Solar Agreement includes the grant of License to Seller, pursuant to the terms of the Solar Agreement. This notice may be executed in counterparts by the Parties to the Solar Agreement.

Parties to the Agreement:

Seller: [____]
[____]
[____]

Purchaser : [____]
[____]
[____]

Date of Execution of Solar Agreement: [____]

Description of Premises: See **Exhibit 5, Attachment A**

TERM OF AGREEMENT:

The term of the Agreement shall be until the last day of the calendar month in which the **twentieth (20th)** anniversary of the Commercial Operation Date (as that term is defined in the Agreement) occurs, subject to any Additional Terms or early termination pursuant to the terms of the Agreement.

[signature pages follow]

Exhibit 5
Attachment A
Description of the Premises

[Seller to Complete]

IN WITNESS WHEREOF, this Agreement has been executed and delivered under seal on this _____ day of _____, 20__.

Seller:

By: _____
Print Name: _____
Title: _____

Purchaser:

By: _____
Print Name: _____
Title: _____

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

Exhibit 6
Easement Agreement⁴

This EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 20____ (the “**Effective Date**”), by and between _____ (“**Grantor**”), and _____ (“**Grantee**”).

Recitals

A. Grantor is the owner of those certain parcels or tracts of ground located in _____, known as Lot _____, Block _____, and more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which parcels or tracts of ground are referred to herein as the “**Premises**”).

B. Grantor and Grantee entered into a certain Solar Power Purchase Agreement (the “**Solar Agreement**”) pursuant to which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system on the Premises (the “**System**”) for the purpose of providing electric energy to portions of the facilities or facility (the “**Facility**”) located on the Premises.

C. Grantor desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the System on and from the Property.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Facility in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Grantee may from time to time require. Grantor also hereby grants and conveys unto Grantee all other easements across, over, under and above the Property as reasonably necessary to provide access to and services reasonably required for Grantee’s performance under the Solar Agreement. The easements granted hereunder shall run with and burden the Property for the term of this Agreement.
2. **Term.** This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is the earlier of (a) the thirtieth (30th) anniversary of the Effective Date, and (b): one hundred twenty (120) days following expiration of the term of the Solar Agreement, and (c) earlier termination of the Solar Agreement due to default by Grantee thereunder. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.
3. **Obstructions.** In addition to the rights afforded Grantee under the Solar Agreement, Grantee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Facility, and may level and grade such portions of the Property, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Grantor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Grantor covenants for itself, its heirs, successors and assigns that:
 - a. Grantor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Facility on which is located any portion of the System, including any related interconnection equipment; and
 - b. if such a structure or obstruction is built or placed within any portion of the Facility on which is located any portion of the System, including any related interconnection equipment, Grantor will remove the same at the request of the Grantee at no cost to the Grantee. Grantee may erect a fence on such portions of the Property or the Facility on which any portion of the System, are located in order to exclude Grantor and others from accessing such areas provided that Grantor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.

⁴ If Grantor and Purchaser are not the same Person, a three-party agreement will be necessary between the Purchaser, the Grantor and the Grantee.

4. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use the Property and the Facility in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Grantor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, , in any way without prior written approval of the Grantee.
5. **Title.** Grantor represents and warrants to Grantee that (a) Grantor holds fee simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Grantee's rights hereunder or under the Solar Agreement. Grantor further represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Premises or the Facility, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Grantor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Grantee an agreement, in customary form and in form and substance reasonably acceptable to Grantee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").
6. **Recordation; Possession.** This Agreement may be recorded against the Property by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of [REDACTED], without regard to conflicts of law principles.
8. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
9. **Binding Effect; Successors and Assigns.** Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.
10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.
12. **Amendments; Acknowledgments.** Grantor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[signature pages follow]

Exhibit 6
Attachment A
Description of the Premises and Facility

Seller to create

IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this _____ day of _____, 20__.

GRANTOR:

By: _____
Print Name: _____
Title: _____

GRANTEE:

By: _____
Print Name: _____
Title: _____

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

STATE OF _____ :

ss.

COUNTY OF _____ :

Be it Remembered, that on this ___ day of _____, 20___, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged him/herself to be _____ of _____, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission expires:

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

STATE OF _____ :

ss.

COUNTY OF _____ :

Be it Remembered, that on this ___ day of _____, 20___, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged him/herself to be _____ of _____, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission expires:

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

**CITY OF MILLVILLE
COUNTY OF CUMBERLAND
STATE OF NEW JERSEY**

RESOLUTION NO. R _____ 2016

WHEREAS, the New Jersey Department of Environmental Protection Division of Water Quality has determined that soil remediation of environmental contamination needs to occur at the northern end of the former Wheaton Glass Plant property located at 1500 Wheaton Avenue and owned by Sheppard Bus Company take place; and

WHEREAS, a discharge permit from the NJDEP is necessary in order to discharge dewatered ground water from the excavation area into the Petticoat Stream; and

WHEREAS, it is necessary for the governing body of the City of Millville to sign a NJDEP form, namely Section A-1 (Consent of Governing Body) of the WQM-003 form in order for said remediation work to go forward; and

WHEREAS the Board of Commissioners finds that it is in the best interest of the City for said remediation work to be done;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MILLVILLE, that:

The Mayor is hereby authorized to sign the NJDEP, Section A-1 (Consent by Governing Body) of the WQM-003 form as requested by the Department of Environmental Protection in order for the aforesaid environmental remediation to go forward.

Moved By: _____

Seconded By: _____

<u>VOTING</u>	<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
Michael Santiago				
Lynne Porreca Compari				
David W. Ennis				
Joseph Sooy				

CERTIFICATION

I certify that the foregoing is a true copy of a Resolution adopted by the Board of Commissioners, of the City of Millville in the County of Cumberland, at a meeting thereof held on _____, 2016.

Susan G. Robostello, City Clerk

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Quality

Reset Form

STATEMENTS OF CONSENT

A supplement to the TWA-1 or NJPDES-1 Forms

General Information

Applicant/Owner/Operator

Location of Work Site

Name of Project/Facility

Type of permit application
(TWA, NJPDES/SIU)

NJPDES Permit Number (if applicable)

A-1 Consent By Governing Body

(Consent by the municipality in which the project is located.)

As an authorized representative of the governing body, I hereby certify that the

(Name of Municipality or Municipal Authority)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of all municipal ordinances.

Signed* Date

Type Name and Position

* Cite authorization to sign for the governing body

Resolution# Dated

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

** Note

For most Treatment Works Approval (TWA) applications, this section may be omitted if a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality. In such cases, the governing body consent requirement may be satisfied by completing Section A-2. Applicants for TWAs for industrial/commercial facilities discharging pursuant to NJPDES/DSW or DGW permits must complete section A-1.

A-2 Consent by Sewerage Authority**

As an authorized representative of this agency, I hereby certify that the

[Empty box for agency name]

(Name of Agency)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency.

Signed* _____ Date [Empty box]

Type Name and Position [Empty box]

* Cite authorization to sign for the agency

Resolution# [Empty box] Dated [Empty box]

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

** Note

For TWA applications, this section must be completed when a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality.

A-3 Consent by Owner of Wastewater Treatment Facility**

(For NJPDES/SIU applications only)

As an authorized representative of this agency, I hereby certify that the

[Empty box for agency name]

(Name of Agency)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency and the agency agrees to accept wastewater from the project for treatment.

Signed* _____ Date [Empty box]

Type Name and Position [Empty box]

* Cite authorization to sign for the agency

Resolution# [Empty box] Dated [Empty box]

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Agency's full resolution, consenting to the project, must be submitted with the application.)

** Note

For NJPDES/SIU applications, this section must be completed when the owner of the receiving wastewater treatment plant is different that the entity listed under A-2.

B. Certification by Wastewater Conveyance System Owner*

By agreeing to accept wastewater from the project, I (we) hereby certify that to the best of my (our) knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I (we) am (are) not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant.

Name of Municipality or Authority

Signed* _____ Date

Type Name and Position

* Cite authorization to sign for the governing body

Resolution# Dated

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

** Note

1. For TWA applications, this section must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.

2. For NJPDES/SIU applications, this section must be completed when the owner/operator wastewater conveyance system into which the project named herein will directly connect is different that the entity listed under A-3.

C. Certification by Wastewater Treatment Facility Owner**

(For TWA applications that include a sewer connection/extension.)

I (we) hereby certify that the committed flow*** to the

(Name of Wastewater Treatment Plant)

does not exceed the presently permitted design capacity and with the additional flow proposed by this application, the permitted design capacity is not anticipated to be exceeded. I (we) further certify that the treatment plant is currently complying with its conventional and non-conventional NJPDES permit requirements (see N.J.A.C. 7:14A-22.17(b)-(d), percent removal and toxicity requirements excluded from this certification) as determined by a rolling average of the three most recent monthly discharge monitoring reports that were required to be submitted to the Department as of this date, and based upon my (our) assessment of all information pertinent to this permit request, is anticipated to continue to do so with the additional flow from this project.

Accepted for Treatment by

(Name of Treating Authority)

Signed* _____ Date

Type Name and Position

Name of project and/or location

* Cite authorization to sign for the governing body

Resolution# Dated

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

** For TWA applications, this section must be completed by the owner of the wastewater treatment facility receiving the wastewater identified in this application.

*** For the purposes of this certification, committed flow means the sum of the 1) actual metered flow, 2) flow from DEP approved TWA applications (not yet operational), and 3) flow from locally approved projects that do not require DEP approval.

Additional Information (For TWA Applications)

1. Approvals, permits, service contracts, or other reservations of flow capacity issued or agreed to by any participating municipality or sewerage agency do not constitute the required approval of the DEP.
2. For computation of actual flow at the receiving wastewater treatment plant, the average flow processed by the facility for the three (3) month period immediately preceding the submission of the application shall be used. Pursuant to the NJPDES regulations (N.J.A.C. 7:14A), no application shall be submitted to the DEP if the wastewater treatment facility is not meeting its discharge permit requirements.

Lack of Consent*

1. The affected sewerage authority or municipality must consent to the application or submit comments to the DEP within 60 days of the applicant's request for consent. Prior to the expiration of the 60-day period to respond to a request for a written statement of consent, the municipality or sewerage authority may request a 30-day time extension.
2. Any document issued by a sewerage authority or municipality which is a tentative, preliminary, or conditional approval shall not be considered a statement of consent.
3. When the affected sewerage authority or municipality does not consent to a project, it shall state all reasons for rejection or disapproval in a resolution and send a certified copy of the resolution to the DEP.
4. When the affected sewerage authority or municipality expressly denies a request for a written statement of consent for a project, the permit application may be determined by the DEP to be incomplete for processing; or in the alternative, the DEP may review the reasons for denial. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-15.6, or a Treatment Works Approval or sewer connection approval in accordance with N.J.A.C. 7:14A-22.
5. When the affected sewerage authority or municipality does not issue a written statement of consent in accordance with (1) above, or a denial in accordance with (3) above, the DEP, upon receipt of proof that the applicant has delivered to the affected agency a written request for a statement of consent, shall review the reasons therefore, if known on the basis of reasonably reliable information. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-15.6, or a Treatment Works Approval in accordance with N.J.A.C. 7:14A-22. The DEP, may in its discretion, deem the application to be incomplete pending the expiration of the time period set forth in (1) above.

* This section has been excerpted from the NJPDES regulations for guidance purposes only. Please refer to N.J.A.C. 7:14A-22.8(a)3 for the complete requirements concerning statements of consent.

Notice: False statements, representations, or certifications, in any application, record, or document are subject to fines and penalties as set forth in the Water Pollution Control Act (N.J.S.A. 58:10A-10F 2 and 3.