

## SITE LICENSE AGREEMENT

THIS **SITE LICENSE AGREEMENT** (the "Agreement"), dated as of \_\_\_\_\_, 2010 ("Effective Date"), by and among [Company], with offices at [Company Address] ("Company" or "Licensee"), the Union County Improvement Authority, with offices at 10 Cherry Street, Elizabeth, New Jersey 07202 ("Authority"), and [Local Unit], with offices at [local unit address] ("Local Unit"), each a "Party" and collectively referred to as "the Parties".

### WITNESSETH

**WHEREAS**, the Authority developed a program (the "Renewable Energy Program") for the procurement, financing, design, permitting, acquisition, construction, installation, operation and maintenance of renewable energy projects, including solar panels, and any related electrical modifications or other work required in connection therewith for and on behalf of the Local Units at the Local Unit's facilities ("Renewable Energy Projects");

**WHEREAS**, it may be necessary in connection with the Renewable Energy Projects to make certain capital improvements to the Local Unit facilities, including without limitation, improvements to or replacement of roofing systems ("Capital Improvement Projects");

**WHEREAS**, in furtherance of the Renewable Energy Program, on August 31, 2010 the Authority issued a request for solar developer proposals (the "RFP") in accordance with and pursuant to a competitive contracting process under: (i) in the case of municipalities and the County, N.J.S.A. 40A:11-4.1(k) (Local Public Contracts Law), and in the case of boards of education, N.J.S.A. 18A:18A-4.1(k) (Public Schools Contracts Law); (ii) New Jersey Department of Community Affairs, Division of Local Government Services ("DLGS"), Local Finance Notice 2008-20, dated December 3, 2008, entitled "Contracting for Renewable Energy Services, P.L. 2008, c. 83"; (iii) the protocol for measuring energy savings in PPA agreements, entitled "Public Entity Energy Efficiency and Renewable Energy Cost Savings Guidelines", dated February 20, 2009, as approved by an Order of the State of New Jersey, Board of Public Utilities ("BPU"), dated February 27, 2009, in "In the Matter of a Comprehensive Energy Efficiency and Renewable Energy Resource Analysis for the 2009-2012: Guidelines for Calculating Energy Savings", Docket No. EO09020128; and (iv) DLGS Local Finance Notice 2009-10, dated June 12, 2009, entitled "Contracting for Renewable Energy Services: Update on Power Purchase Agreements" ((i) through (iv), as amended and supplemented, are collectively the "State Procurement Laws");

**WHEREAS**, the Company is engaged in the business of financing, designing, permitting, acquiring, constructing, installing, operating and maintaining Renewable Energy Projects and submitted a proposal (the "Company Proposal") in response to the RFP;

**WHEREAS**, the Authority accepted the Company Proposal, and pursuant to Authority resolution adopted [November 10,] 2010, entitled "RESOLUTION DETERMINING THE COMPANY TO THE SOLAR DEVELOPER REQUEST FOR PROPOSALS AND CERTAIN OTHER MATTERS IN CONNECTION WITH THE AUTHORITY'S RENEWABLE

ENERGY PROGRAM”, the Authority procured the services of the Company to, at the Company’s cost and expense, design, permit, acquire, construct, install, operate and maintain the Renewable Energy Projects and, if required, Capital Improvement Projects, at the designated Local Unit facilities; and

**WHEREAS**, Local Unit desires to participate in the Renewable Energy Program;

**WHEREAS**, Local Unit desires to purchase, and Licensee desires to sell, electricity from the solar photovoltaic systems, as more particularly described in Exhibit B hereto, pursuant to the Power Purchase Agreement (“PPA”) between Local Unit, the Authority and Licensee of even date herewith for Licensee’s provision of the electricity from the systems to Local Unit;

**WHEREAS**, Local Unit is the owner of, and has jurisdiction and control over, the Local Unit facilities upon or at which Renewable Energy Projects will be installed, as depicted and described in Exhibit A hereto (“Sites”);

**WHEREAS**, Licensee desires to obtain, and Local Unit desires to provide, an exclusive license to use a portion of the Sites to install, maintain and operate solar photovoltaic systems, which areas (the “Licensed Areas”) are more particularly depicted and described on Exhibit A; and

**WHEREAS**, Licensee wishes to obtain and Local Unit wishes to grant this Agreement for the purposes of constructing and operating the systems in the Licensed Areas to acquire energy supplies from renewable sources;

**NOW, THEREFORE**, in consideration of the recitals and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article 1**  
**Definitions; Conflicts**

1.1. Definitions. The definitions in the PPA shall govern this Agreement unless this Agreement provides a different definition. In the event that the PPA is terminated according to its terms and this Agreement is still in effect, the definitions contained in the PPA shall survive its termination for use in this Agreement. In addition to the terms that are defined in the PPA and elsewhere in this Agreement, the following terms are used in this Agreement:

“Alterations” has the meaning set forth in Section 5.4.

“Applicable Laws” means all applicable provisions of any constitution, statute, law, ordinance, code, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any Governmental Authority.

“Completion Date” shall mean December 9, 2011.

“Electric Utility” shall mean Public Service Electric & Gas Company.

“Governmental Authority” means any federal, state or local legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court, tribunal, or other public body, person or entity having jurisdiction over a Party, the Renewable Energy Project or this Agreement.

“Licensed Area” has the meaning set forth in the Recitals.

“Local Unit Facilities” means the facilities of each Local Unit (including the Site and Licensed Area) upon or at which a Renewable Energy Project is installed. The Local Unit Facilities shall be set forth in Exhibit A hereto.

“Notice to Proceed” shall have the meaning in Section 5.1(d).

“Permitted Use” shall have the meaning set forth in Section 3.1(a).

“Power Purchase Agreement” or “PPA” has the meaning set forth in the Recitals.

“Projects” shall have the meaning in Section 5.1(a).

“Site” has the meaning set forth in the Recitals.

“System” means the equipment comprising the Renewable Energy Project at a Local Unit Facility, which shall include the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, wiring devices and wiring as may be more specifically described in Exhibit B.

“Termination Date” has the meaning set forth in Section 2.1.

1.2. Conflicts with the PPA. Should any provision, term or requirement in this Agreement conflict with any provision, term or requirement in the PPA, the PPA shall be controlling, unless explicitly provided otherwise.

## **Article 2**

### **Term**

#### 2.1. Term.

(a) Initial Term. This Agreement shall be effective upon the date of its execution and delivery by the Parties. As to each Local Unit Facility, this Agreement shall remain in effect with respect to the Company, the Authority and the Local Unit until the fifteenth (15<sup>th</sup>) anniversary of the Commercial Operation Date of the first System to be placed in commercial

operation at such Local Unit's Local Unit Facilities (which shall be the "Commencement Date" as to such Local Unit), subject to earlier termination pursuant to the terms hereof and the PPA (such period to be referred to as the "Initial Term" and such date of termination to be referred to as the "Termination Date").

(b) Local Unit Request to Extend Agreement. Each Local Unit may, no later than June 30, 2025, notify the Company and the Authority in writing that it wishes to extend this Agreement and the PPA. Within forty-five (45) days of receipt of such notice, the Company shall provide to the Authority and Local Unit, in writing, the terms and conditions, if any are different, upon which it is prepared to extend this Agreement, and shall state the proposed termination date of the extended term (the "Extended Term"). Within sixty (60) days of receipt of said notice, the Authority and each Local Unit shall notify the Company, in writing, whether or not it is willing to extend this Agreement, as proposed by the Company, for the Extended Term. If the Authority and any Local Units agree to extend this Agreement upon mutually agreeable terms, this Agreement shall remain in full force and effect, subject to amendments agreed to by the Parties, for the Extended Term. The Parties understand and agree that any extension of this Agreement shall in all events be subject to first complying with Applicable Laws (including State Procurement Laws) and shall be conditioned on an extension of the PPA.

2.2. Term Coterminous with PPA. The foregoing notwithstanding, to the greatest extent practicable, this Agreement is intended to be coterminous with the PPA insofar as the PPA is in effect with respect to the Local Unit. If the PPA is terminated with respect to the Local Unit for any reason, this Agreement shall terminate concurrently with the PPA. If the PPA is extended with respect to the Local Unit, this Agreement shall be extended for the same term as the PPA.

2.3 Cross-Default with PPA. Any Company Default or Local Unit Default under the PPA shall be deemed a default by Licensee or Local Unit, respectively, under this Agreement.

### **Article 3** **Use**

#### 3.1. Permitted Use.

(a) Subject to Local Unit's reserved rights under, and the terms and conditions of, this Agreement and the PPA, Local Unit grants to Licensee:

(i) a non-exclusive license for ingress, egress and access across the Site and other Local Unit property necessary to access the Licensed Area; and

(ii) an exclusive license to use the Licensed Area within the Site for the construction (and such other portions of the Site on a temporary basis as are approved by the Local Unit and reasonably necessary for laydown and staging during construction of the System), maintenance and operation of the System;

all for the purposes set forth in, and to the extent necessary to carry out Licensee's obligations

under, the PPA, including the production and transmission of Solar Energy, and for no other use or purpose (the “Permitted Use”).

(b) Licensee shall restore and clean up those portions of the Site and the Licensed Area not occupied by the System that were impacted by construction of the System, and shall complete the installation of the System by the Completion Date.

3.2. No Local Unit or Authority Warranties. Licensee acknowledges and agrees that, except as expressly set forth in this Agreement, neither Local Unit nor the Authority has made any statements, representations or warranties regarding the Site or Licensed Area. Licensee acknowledges and agrees that except for the representations and warranties expressly set forth in this Agreement and the information provided by Local Unit to Licensee pursuant to this Agreement and the RFP, Licensee has not relied and will not rely on any statement, representation, warranty, or information provided by or on behalf of Local Unit or the Authority regarding the Site or the Licensed Area or the fitness of the Site or Licensed Area for any particular use of Licensee. Local Unit and the Authority each expressly disclaim, and Licensee waives, all implied warranties including, without limitation, any warranty of suitability or fitness of the Site and the Licensed Area for any particular use or purpose. Licensee expressly acknowledges that Local Unit has afforded Licensee a full and complete opportunity to inspect and evaluate the Site and the Licensed Area and determine for itself the suitability of the Site and Licensed Area for the construction, operation and maintenance of the System. Licensee shall be responsible for determining the suitability of insolation, soil, drainage, slope, preexisting structural conditions and other matters for or with respect to the System.

3.3. Limitation on Use. Licensee shall not permit or suffer any use of the Site, the Licensed Area, or any part of either, other than the Permitted Use. Licensee shall not provide the System for the use of others without first obtaining Local Unit’s written consent.

3.4. Prohibited Uses. Licensee shall not use or allow the Site to be used for any improper, immoral, or unlawful purposes, nor shall Licensee cause, maintain or permit any nuisance in, on or about the Site. Licensee will not use the Site, or allow the Site to be used, for any purpose inconsistent with this Agreement or the PPA.

3.5. No Interference with Local Unit Uses/Quiet Enjoyment. Licensee must maintain its System in a manner that minimizes, to the fullest extent commercially practicable, inconvenience to and interference with Local Unit’s use of the Site, other Local Unit property at the Site, and improvements to the Site. Local Unit may construct, reconstruct, modify or make alterations to the Site so long as such activities do not cause material interference with the operation of the System. It is provided, however, that occasional and temporary interference that may result from Local Unit’s operations on the Site shall not be considered a violation of this Section 3.5 unless such interference significantly and adversely affects the generation of Solar Energy by the System. Subject to the provisions of this Agreement and the PPA (including Section 3.4 thereof), Licensee may peacefully have, hold and enjoy the Licensed Area.

3.6. Subordination to Existing Leases, Easements and Rights of Way. Licensee acknowledges and agrees that this Agreement and all rights of Licensee are subject and

subordinate to all existing leases, easements, rights of way, declarations, restrictions or other matters of record with respect to the Site. Local Unit reserves the right to grant to parties other than Licensee additional licenses, easements, leases or rights of way, whether recorded or unrecorded that do not interfere with Licensee's use of the Site and the System. Upon request, Local Unit shall provide to Licensee the information that it has about the ownership of the Site and any third party rights in the Site or the Licensed Area.

### 3.7. Applicable Laws; Permits and Approvals.

(a) Compliance with Laws. All activities conducted by Licensee pursuant to this Agreement must comply with all Applicable Laws. All activities conducted by Licensee pursuant to this Agreement shall be conducted at Licensee's own cost and expense. Licensee shall be solely responsible for designing and operating the System in a manner consistent with Local Unit safety practices and all applicable laws or regulations for electric utilities at the Site. Licensee shall, in its use of the Site, comply with all rules, orders, regulations, requirements and recommendations of the Local Unit and the Authority, or any department, office or division thereof, related to protection of the Site and the improvements thereon. Without limiting the foregoing, the Company shall comply with State Procurement Laws, "Buy American" statutes and regulations, including N.J.S.A. 40A:11-18, laws against discrimination, including N.J.S.A. 10:5-31 *et seq.*, the Americans with Disabilities Act, the Company shall provide a Project Labor Agreement, and business reporting and registration requirements, including those set forth in the RFP.

#### (b) Construction Performance Bond.

(i) Before starting work on each System installation or any Capital Improvement Project, the Licensee must file with Local Unit and the Authority, and maintain in full force and effect, a Construction Performance Bond, as described below. The Licensee must also include in every subcontract a provision requiring the subcontractor to have a construction performance bond filed with the Local Unit before starting work, and shall verify that the subcontractor has filed a bond before permitting the subcontractor to start work.

(ii) The "Construction Performance Bond" must contain, at a minimum, the following elements. The Construction Performance Bond must be in the amount of 100% of the costs for design, permitting and construction of the Renewable Energy Projects and Capital Improvement Projects. Such Construction Performance Bond shall be in effect and maintained until construction is completed and the Commercial Operation Date of each System occurs. The Construction Performance Bond, shall be in substantially the form set forth in RFP Proposal Form A-2 and shall be obtained from a surety(s) that is (are) authorized to do business in the State of New Jersey, that satisfies the requirements set forth in N.J.S.A. 2A:44-143(1)(b), has an A.M. Best's rating of at least "A" or the equivalent thereof, and that is listed in the United States Treasury Department Circular 570. Such Construction Performance Bond shall not contain any conditions to the obligations of the surety company(ies) issuing such Construction

Performance Bond, other than as expressly provided in RFP Proposal Form A-2. Alternatively, the Construction Performance Bond can be provided by the Licensee's contractor in the form of a Dual Obligee Bond (where both the Authority and Licensee are Obligees). However, if the Construction Performance Bond is provided in this manner the Licensee shall pledge its rights under said Dual Obligee Bond directly to the Authority or Local Unit, as the Authority may direct.

(c) Permits and Approvals. Licensee shall secure all permits and governmental approvals necessary to the construction, maintenance and operation of the System. Licensee shall provide Local Unit with copies of all permits, approvals and conditions issued by applicable Federal, State and local governmental entities and by the local utility service company. Licensee must respond appropriately and in conformance with all Applicable Laws to any notice from any Governmental Authority having jurisdiction over any of Licensee's activities under this Agreement that Licensee's operation of, or any activities that relate to, the System constitute a violation of any of the Applicable Laws until the violation, if any, is corrected and the applicable Governmental Authority concurs that the violation is corrected. Licensee's response, when required under such a notice, must include the immediate suspension of use of the System. Licensee shall immediately notify Local Unit and the Authority of any notice of alleged violation with respect to the System received from a Governmental Authority other than Local Unit or the Authority. Licensee agrees to promptly take all reasonable steps necessary to either: (i) contest the notice; or (ii) eliminate or correct such alleged violation. Local Unit or the Authority may consider any violation that Licensee does not eliminate within thirty (30) days of receipt of written notice from Local Unit or the Governmental Authority agency to be a material breach of this Agreement and treat it as a default by Licensee. It is provided, however, that such thirty (30) day period shall not commence so long as Licensee is: (i) contesting in good faith a notice that does not involve an imminent threat to public health or safety; and (ii) if Licensee commences to cure such violation during such thirty (30) day period and is diligently and in good faith attempting to effect such cure. Under these circumstances, Local Unit and the Authority may extend the period for a reasonable time necessary to cure or resolve the alleged violation and a default shall not be deemed to exist during that extended period. In the event a violation occurs that poses a threat to public health or safety, a willful failure of Licensee to immediately: (i) take curative action; (ii) suspend use of the System, if required; or (ii) notify Local Unit and the Authority in accordance with this Section 3.7(c) after receiving notice of the violation shall constitute grounds for termination of this Agreement by Local Unit.

(d) Criminal History Checks. Upon request by Local Unit or the Authority, Licensee shall ensure that all subcontractors, suppliers, employees, agents and licensees that perform construction, installation, testing, operations, maintenance or any other services that require onsite access to Local Unit Facilities have passed a criminal history check before they are permitted on the Local Unit Facilities. In such case, Licensee shall run background checks and screen each subcontractor, supplier, employee, agent or licensee before that individual will be allowed access to Local Unit Facilities or be authorized to perform any services under this Agreement that require onsite access to Local Unit Facilities. Licensee shall cause each individual to complete the security clearance background request, arrange finger printing, and submit those completed items to Local Unit for screening.

3.8 No Infringement/Copyright and Patent Obligations. Licensee's installation and operation of the System in the Licensed Area shall not infringe upon any third party's intellectual property or other proprietary rights. Licensee shall pay all royalties and license fees which may be required for the methodology, techniques, and other intellectual property used or applied in connection with constructing, maintaining and operating the System. Licensee shall indemnify and defend the Local Unit and the Authority, and their officers, employees and agents against all suits or claims for infringement of any patent, copyright, trade secret, trade name, trademark or any other proprietary or contractual rights relating to the System and shall hold the Local Unit and the Authority, and their officers, employees and agents harmless from loss, expense, claim or cost on account thereof.

3.9. Local Unit's Obligations.

(a) In General. Subject to any limitations in this Agreement or the PPA, Local Unit shall at all times during the term of this Agreement maintain the Site, other than the Licensed Area and the System, in good condition and repair so as to enable Licensee to operate and maintain the System and so that Local Unit will be able to receive and utilize the Solar Energy delivered to the Site from the System.

(b) Health and Safety. Local Unit shall at all times maintain the areas of the Site (other than the Licensed Area) consistent with all Applicable Laws pertaining to the health and safety of persons and property.

(c) Liens. Local Unit shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the System or any interest therein. If Local Unit breaches its obligations under this Section 3.9(c), it shall notify Licensee in writing and shall cause the lien to be removed within twenty (20) days of notification thereof by the posting of a bond, payment of the lien, or otherwise. If Local Unit fails to remove the lien within this time period, in addition to its other remedies under this Agreement, Licensee may undertake to cause such lien to be removed and charge to Local Unit any costs and expenses reasonably and actually incurred in connection with the removal of the lien.

3.10. No Recordation. Licensee shall not record this Agreement nor any memorandum or short-form hereof.

## **Article 4 Representations and Warranties**

4.1. Licensee Representations. Licensee hereby represents and warrants that:

(a) It is a [limited liability company/partnership/corporation], duly organized, validly existing and in good standing under the laws of the state of New Jersey, and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby;

(b) The execution and delivery of this Agreement and the performance of its obligations have been duly authorized by all necessary [limited liability company/partnership/corporate] action;

(c) This Agreement is a legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms, except as such enforcement may be limited by bankruptcy, reorganization, insolvency, or other law affecting creditors' rights generally and the general principles of equity;

(d) To the best knowledge of Licensee, as of the date of execution of this Agreement, no approval of a Governmental Authority (other than any approvals that have been previously obtained or disclosed in writing to Local Unit) is required in connection with the due authorization, execution and delivery of this Agreement by Licensee or the performance by Licensee of its obligations hereunder or which Licensee has reason to believe that it will be unable to obtain in due course on or before the date required for Licensee to perform such obligations;

(e) Licensee is not intending to dedicate its property to public use, is not a "public utility" (as defined in any Applicable Laws) and is not an electric utility subject to rate regulation by any Governmental Authority.

(f) Neither the execution and delivery of this Agreement by Licensee nor compliance by Licensee with any of the terms and provisions hereof (i) conflicts with, breaches or contravenes the provisions of the articles of formation or operating agreement of Licensee or any contractual obligation of Licensee or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any material contractual obligation of Licensee.

4.2. Local Unit Representations. Local Unit hereby represents and warrants that:

(a) It is a [municipal corporation/public body politic and corporate] of the State of New Jersey, duly existing under the laws of the State of New Jersey and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

(b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action; and

(c) This Agreement is a legal, valid and binding obligation of Local Unit enforceable against Local Unit in accordance with its terms, except as such enforcement may be limited by bankruptcy, reorganization, insolvency, or other law affecting creditors' rights generally and the general principles of equity.

4.3. Authority Representations. Authority hereby represents and warrants that:

(a) It is a body politic and corporate organized and existing under the laws of the State of New Jersey and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

(b) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action; and

(c) This Agreement is a legal, valid and binding obligation of the Authority enforceable against the Authority in accordance with its terms, except as such enforcement may be limited by bankruptcy, reorganization, insolvency, or other law affecting creditors' rights generally and the general principles of equity.

## **Article 5**

### **Installation and Operation of the Projects**

#### 5.1. Installation and Operation of Renewable Energy Projects and Capital Improvement Projects.

(a) In General. The construction and installation of the Renewable Energy Projects and Capital Improvement Projects (collectively, the "Projects"), if any, and all related matters are subject to, and shall be substantially completed in accordance with, the terms and conditions of the PPA, this Agreement. In constructing the Projects, Licensee shall: (i) obtain all necessary permits and authorities for construction and operation of System; (ii) design and construct the Projects in a manner consistent with Prudent Industry Practices (as defined in the PPA), such that all components are new and not previously used in any other applications; (iii) comply with any interconnection requirements required by the Electric Utility; and (iv) submit design, construction, maintenance and any operation plans to Local Unit and the Authority for approval under Section 5.1(b) of this Agreement.

(b) Local Unit Review; Limitations. No construction or installation by Licensee shall begin until Local Unit and the Authority have reviewed and approved the completed plans and specifications for the Projects and all required permits have been issued to Licensee. Licensee shall prepare and submit to Local Unit and the Authority for review and prior approval, detailed engineering drawings showing the plan and array configuration for the Licensed Area, detailed plans of all structures, electrical systems, interfaces with the grid electricity supply and other components of the System, and a detailed description of any necessary facility or utility infrastructure improvements or modifications in accordance with a schedule to be agreed upon with Local Unit. Local Unit and Authority review and approval of the completed plans and specifications shall not be unreasonably withheld or delayed. In no event shall such review be interpreted as making Local Unit or the Authority responsible for the design, construction, operation or maintenance of the System. Licensee shall at its sole cost and expense design, build, own, maintain and operate the System in compliance with this Agreement and the PPA.

(c) Installation. Subject to Section 5.1(d) hereof, Licensee must cause the System to be designed, engineered, installed and constructed substantially in accordance with the terms

of this Agreement, the PPA and in compliance with any State technical requirements. Licensee shall organize the procurement of all materials and equipment for the Installation Work and maintain the same at the Licensed Area. Subject to the terms of this Agreement, Licensee shall perform the Installation Work at the Licensed Area on a schedule approved by Local Unit in a manner that minimizes inconvenience to and interference with Local Unit's and Local Unit's invitees' use of the Licensed Area to the extent commercially practical.

(d) Conditions Precedent to Commencement of Construction and Installation. Commencement by Licensee of construction and installation activities with respect to the Licensed Area shall be subject to the satisfaction of the following conditions precedent (in addition to Local Unit's and Authority's approval of the Installation Work schedule under Section 5.1(c) hereof), each of which is for the benefit of both Parties and may be waived only by mutual agreement of the Parties:

(i) Local Unit and the Authority shall have approved Licensee's detailed engineering drawings of the System and any interconnection facilities pursuant to Section 5.1(b) hereof;

(ii) Licensee shall have entered into the applicable contract(s) for construction and installation of the Projects;

(iii) Licensee and the Electric Utility shall have obtained any other permits, licenses and other approvals required by Applicable Laws for the construction, interconnection, net metering and operation of the System;

(iv) Licensee shall have obtained and submitted to Local Unit certificates of insurance evidencing the coverages required by Article 6 of this Agreement or evidence to the satisfaction of Local Unit of appropriate levels of self-insurance coverage.

(v) Prior to Local Unit issuing a Notice to Proceed on any work being performed for construction of the System, Licensee shall post the Construction Performance Bond.

On satisfaction of the conditions described in this Section 5.1(d), Local Unit shall issue to Licensee a written notice to proceed (the "Notice to Proceed") instructing Licensee to begin construction and installation activities for the Projects in the Licensed Area. Licensee agrees and acknowledges that it shall not begin such activities prior to receipt of the Notice to Proceed.

(e) Mechanic's Lien / Stop Notices – Removal of Liens. Licensee shall not cause or permit any liens to attach or to be placed upon or encumber any portion of the Site arising from or resulting out of any improvements, Alterations or other work performed by Licensee. If any such lien attaches, Licensee agrees to cause the lien to be removed within twenty (20) days of notification thereof by the posting of a bond, payment of the lien, or otherwise. If Licensee fails to remove the lien within this time period, in addition to its other remedies under this Agreement, Local Unit or the Authority may undertake to cause such lien to be removed and charge to

Licensee any costs and expenses reasonably and actually incurred in connection with the removal of the lien. Licensee agrees to hold harmless, defend and indemnify Local Unit and the Authority against all costs and expenses (including reasonable attorney fees and court costs at trial and on appeal) reasonably and actually incurred in discharging and releasing any such lien.

5.3. Licensee's Access. Licensee acknowledges that, prior to the effective date of this Agreement, Licensee was provided access to the Site in order to conduct feasibility and configuration assessments, environmental assessments, and other inspections of the Site, as Licensee deemed necessary. Licensee's access to the Site shall be subject to all procedures reasonably adopted from time to time by Local Unit. Only Licensee's employees, agents and contractors retained by Licensee and identified in a written notice to Local Unit shall be permitted access to the Site. Licensee shall be permitted to access the Site twenty-four (24) hours per day, seven (7) days a week for emergency purposes consistent with any applicable Local Unit limited access policies. Licensee shall use the provided or authorized access at Licensee's sole risk. Access to the Site by construction workers, material providers and agents of Licensee during construction shall be conducted so as to reasonably minimize interference with the operations of Local Unit, in accordance with any applicable Local Unit limited access policies.

5.4. Modifications/Alterations. After the completion of construction and the acceptance of the work, Licensee shall obtain Local Unit's and the Authority's consent before implementing any material changes to the design of any System or the replacement, modification, or alteration of the System (collectively "Alterations"). Licensee must obtain Local Unit's and the Authority's consent to such Alterations before Licensee begins implementing or installing the Alterations. Local Unit and the Authority may not unreasonably withhold its consent to Licensee's proposed Alterations, but Local Unit and the Authority may impose reasonable conditions on its grant of consent to any Alterations. In its sole discretion, Local Unit and the Authority may each waive the requirement for its prior consent, upon Licensee's demonstration that the proposed Alterations consists solely of modification or replacement of like-kind equipment or planned upgrades that Local Unit and the Authority previously have approved in writing. Any Alterations performed by Licensee shall be performed in accordance with all Applicable Laws, including any and all necessary permits and approvals from Governmental Authorities other than Local Unit, copies of which Licensee shall provide to Local Unit. Licensee agrees to provide Local Unit and the Authority with sufficient advance notice of any proposed Alterations to allow the coordination and approval by Local Unit of the construction schedule for such Alterations. Notwithstanding the foregoing, Licensee's repair or replacement of existing components of the System in connection with Licensee's work that does not materially alter the amount of Solar Energy delivered by the System shall not be considered Alterations and shall not be subject to the Local Unit Consent provisions of this Section 5.4.

5.5. Site Security. At all times during the construction and operations on the Site, Licensee shall keep any and all areas of construction and operation adequately secured for safety and security purposes, consistent with any applicable Local Unit policies. Licensee shall coordinate with Local Unit's Operating Representative (as defined in the PPA) and comply with all Site security requirements when accessing the Site.

5.6. Local Unit Inspection of System. Local Unit shall be permitted non-emergency access to inspect the System upon reasonable notice to Licensee. This requirement in no way prohibits Local Unit or any officer or agency of the Local Unit from inspecting any and all portions of the Site other than the System itself. In the event of emergency, Local Unit may inspect the System and must notify Licensee within twelve (12) hours after the commencement of such inspection.

## **Article 6**

### **Insurance; Indemnification**

6.1. No Local Unit or Authority Obligation to Insure. Neither Local Unit nor the Authority are responsible for, or will maintain, insurance covering the System against any casualty, and Licensee will make no insurance claim of any nature against Local Unit or the Authority by reason of any damage to the Licensee's property in the event of damage or destruction by any cause.

6.2. Required Insurance. The Company shall obtain and maintain in force at all times during the term hereof, as a direct cost of operation, insurance coverage as set forth below. Such coverage shall be from an insurance company authorized and licensed to do business in the State of New Jersey, rated not less than A-VIII by the most current Best's Manual, and approved by the Authority. Coverage, at a minimum, shall include the following:

(a) Comprehensive General Liability Coverage in the amount of \$1,000,000.00. This coverage must be in writing on an "occurrence" form, "claims made" policies shall be unacceptable. This Comprehensive General Liability insurance shall cover the Company, the Authority, each Local Unit and their employees, agents and officers from and against any claim arising out of personal injury or property damage or the Company's failure to comply with the terms of this Agreement. Such policy or policies of insurance shall include coverage for claims of any persons as a result of an incident directly or indirectly related to the employment of such persons by the Company or by any other persons. This coverage shall include blanket contractual insurance and such coverage shall make express reference to the indemnification provisions set forth in this Agreement. The policy shall also be endorsed to include coverage for products, completed operations, and independent contractors.

(b) Casualty and Property Damage in an amount equal to the replacement value of all Renewable Energy Projects.

(c) Workers' Compensation Coverage as statutorily required by the State of New Jersey for all employees of the Company. Employers' Liability coverage on the Workers Compensation policy shall be written in the minimum amount of \$1,000,000.00.

(d) Excess Liability Coverage, in the minimum amount of \$1,000,000.00, shall be in the form of an umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess of the required Comprehensive

General Liability Coverage, the Employers' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy.

(e) Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00, shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles, which may be used by Company in connection with the services, required under the PPA.

6.3. Additional Insured. All such insurance coverage, with the exception of Workers' Compensation, shall name Authority, each Local Unit, and their employees, agents, officers and directors as additional insured hereunder.

6.4. Certificate(s) of Insurance. As evidence of the insurance coverage required by this Agreement, the Company shall furnish Certificate(s) of Insurance to Local Unit and the Authority prior to the Company's commencement of work under this Agreement or the License Agreement. All such coverage shall be endorsed to indicate that coverage will not be materially changed or canceled without at least thirty (30) days prior notice to the Authority, such prior notice being mandatory and not the best efforts of the carrier to notify. Prior to the expiration of the required coverage, the Company shall provide the Authority with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required hereby. All contractors working for the Company shall be required to maintain all insurance coverages listed above.

6.5. Licensee's Indemnity. Licensee agrees that it shall indemnify, defend and hold harmless the Local Unit and the Authority, their permitted successors and assigns and their respective directors, officers, employees, agents and representatives (collectively, the "Local Unit Indemnified Parties") from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, actions or proceedings, and all reasonable attorneys' fees, imposed on, incurred by or asserted against the Local Unit Indemnified Parties in connection therewith, arising from or out of any acts, omissions or other conduct of the Licensee, or any of its officers, agents, employees, contractors or subcontractors, in connection with (i) personal injury or death to persons, damage to any property or facilities of any person or entity, (ii) environmental, health or safety matters or conditions (including on-Site or off-Site contamination), (iii) financial responsibility for corrective or remedial action under any Environmental Law or fines or penalties imposed under any Environmental Law, and (iv) any claim by third parties that the Local Unit or Licensee has infringed ownership rights in intellectual property. The Licensee shall not, however, be required to reimburse or indemnify any Local Unit Indemnified Party for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of any Local Unit Indemnified Party.

6.6. The Local Unit Indemnity. The Local Unit agrees that it shall indemnify, defend and hold harmless the Licensee, its permitted successors and assigns and their respective directors, officers, members, shareholders, representatives, agents and employees (collectively, the "Licensee Indemnified Parties"), to the extent allowed by Applicable Laws, from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits,

actions or proceedings, and all reasonable attorneys' fees, imposed on, incurred by or asserted against the Licensee Indemnified Parties in connection therewith, arising from or out of any acts, omissions or other conduct of the Local Unit or any of its officers, agents, employees, contractors or subcontractors in connection with (i) personal injury or death to persons, damage to any property or facilities of any person or entity, (ii) environmental, health or safety matters or conditions (including on-Site or off-Site contamination), (iii) financial responsibility for corrective or remedial action under any Environmental Law or fines or penalties imposed under any Environmental Law, at the Local Unit Facilities to the extent arising out of the Local Unit's negligence or willful misconduct. The Local Unit shall not, however, be required to reimburse or indemnify any Licensee Indemnified Party for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of any Licensee Indemnified Party.

## **Article 7 Vacating Site**

7.1 Vacating the Site/Removal of Equipment. On the expiration or termination of this Agreement, if Local Unit does not purchase the System pursuant to a right to purchase as provided in the PPA, or if Local Unit does not grant Licensee permission to abandon the System pursuant to the PPA, Licensee shall have an additional sixty (60) days to use the Site and the Licensed Area, but solely for the purpose of Removal and Restoration (defined below) pursuant to Section 2.4 of the PPA. During this period, Licensee shall (i) remove all of its tangible property comprising the System from the Site and Local Unit property at Licensee's cost and expense ("Removal"), and (ii) restore the Site, the Licensed Area and all affected electrical lines and meters to their pre-installation condition, normal wear and tear excepted, and shall leave the Licensed Area and Site in neat and clean order ("Restoration"). However, if Local Unit purchases the System pursuant to the PPA, or otherwise takes ownership of the System, then Licensee shall not perform Removal and Restoration.

7.2 Security for System Removal. Licensee shall post with the Authority, to be held in a segregated account as security to cover the costs and expenses of Removal and Restoration, the "Restoration Security", if any, set forth on Exhibit B to the PPA.

7.3 Local Unit Remedies. If Licensee fails to Remove the System and complete the Restoration when required to do so under this Agreement, Local Unit may at its option either: (i) effectuate the Removal of the System and complete Restoration of the Site at Licensee's cost and expense; (ii) take ownership of the System; (iii) utilize the Restoration Security described in Section 7.2 to complete the Removal and Restoration; or (iv) pursue any other remedies. If Local Unit takes action described in subsections (i), (ii), or (iv) above, Local Unit may dispose of the System or any component thereof in the same manner as Local Unit disposes of surplus property, or retain ownership thereof, as it determines in its sole discretion, with the proceeds, if any, net of any and all expenses incurred by Local Unit, to be remitted to Licensee.

7.4 Condemnation. In the event that the whole or any portion of the Licensed Area is acquired or condemned by any Governmental Authority (other than Local Unit or the Authority) or sold by Local Unit in lieu thereof, then this Agreement shall terminate as of the date the condemning authority takes title or such earlier date as Local Unit reasonably determines. Local

Unit agrees to immediately notify Licensee in the event of such termination. In the event that the whole or any portion of the Site (but not the Licensed Area) is acquired or condemned by any such Governmental Authority or sold by the Local Unit in lieu thereof and Licensee's ability to operate the System is rendered commercially impracticable, then Licensee may at its sole discretion terminate this Agreement and Local Unit shall promptly pay the Licensee the Early Termination Purchase Price, if any, as set forth in the PPA. In the event of an award related to eminent domain or condemnation of all or part of the Site, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby. The amount of any award paid to Licensee shall offset any amounts due and owing from Local Unit pursuant to this Agreement or the PPA.

## **Article 8 Default and Remedies**

### **8.1. Failure to Perform Obligations.**

(a) Except as otherwise expressly provided for herein, the failure of a Party to perform or cause to be performed any material obligation required to be performed by such Party under this Agreement or the PPA, or the failure of any material representation or warranty set forth herein or in the PPA to be true and correct as and when made shall be a default and grounds for the other Party to terminate this Agreement; provided, however, that if such failure by its nature can be cured, then the defaulting Party shall have a period of sixty (60) days after receipt of written notice from the other Party of such failure of the defaulting Party to cure the same and a default shall not be deemed to exist during such period; provided, further, that if the defaulting Party commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said cure period shall be extended for sixty (60) additional days. However, the completion, acceptance and normal operation of each System by the Completion Date is critical to, and of the essence of this Agreement. Therefore, the cure periods provided in this Section 8.1(a) shall not apply to Licensee's obligation to complete and obtain acceptance of each System, and to achieve commercial operation of each System by the Completion Date.

(b) So long as a default has occurred and is continuing, the defaulting Party may not exercise any right to terminate this Agreement and, in the case of a default by Local Unit, any right to purchase the System.

8.2. **Cumulative Remedies.** Except as set forth to the contrary herein or in the PPA, any right or remedy of Local Unit shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

## **Article 9 Miscellaneous**

9.1 **Notices.** All notices, demands, requests and other communications provided for under this Agreement, except for real-time or routine communications between the Operating

Representatives (as such term is defined in the PPA) concerning the System, will be in writing addressed to the respective Party, as the case may be, at the following addresses. Any Party may change the address to which notices are sent or the designation of its Operating Representative by written notice to the other as required by this Section 9.1. Notice will be deemed to have been given (a) when presented personally, upon receipt, (b) when sent by a nationally recognized overnight courier service, on the date delivered to the addressee, (c) when sent by mail, postage prepaid, registered or certified, return receipt requested, on the date delivered to the addressee or (d) when sent by facsimile transmission, on the date of electronic confirmation of transmission (if sent on a Business Day (as such term is defined in the PPA) before 5:00 p.m. Eastern Prevailing Time) or the first Business Day thereafter (if sent at any other time). The names and addresses for the service of notices referred to in this Section 9.1 and the designated Operating Representatives are:

To Company:                    [Company]  
   [address]

To Authority:                 The Union County Improvement Authority  
   10 Cherry Street  
   Elizabeth, New Jersey 07202  
   Attn: Executive Director  
   Phone: 908-820-9710  
   Fax: 908-820-9874

To Local Unit:                [Local Unit]  
   [address]

9.2. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties, or to impose any partnership duty, obligation or liability on the Parties. No Party shall act as agent of the other, have the authority or hold itself out as having the authority to bind the other Party to any contract, obligation or commitment or take any other action on behalf of the other Party, in each case except as expressly set forth in this Agreement.

9.3. Assignment. This Agreement may not be assigned by any Party without the other Party's prior written consent.

9.4. Further Assurances. Each Party hereby undertakes to take or cause to be taken all actions, including the execution of additional instruments or documents, necessary to give full effect to the provisions of this Agreement.

9.5. Third Party Beneficiaries. This Agreement is for the benefit of the Parties hereto and their respective successors and permitted assigns, and this Agreement shall not otherwise be deemed to confer upon or give to any third party any remedy, claim, liability, reimbursement, cause of action or other right.

9.6. Governing Law. This Agreement shall be governed by and shall be construed and

interpreted in accordance with the laws of the State of New Jersey, without reference to principles of conflicts of laws there under.

9.7. Survival. The obligations that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

9.8. Dispute Resolution.

(a) Conference. Either Party (the “Initiating Party”) may raise a concern regarding interpretation or clarification of this Agreement, or the acceptable performance thereof (“Dispute”) by submitting a summary of the issue and its position with respect to said issue in writing to the non-Initiating Party. The non-Initiating Party shall, within thirty (30) days of receipt of the writing from the Initiating Party, respond with a written response of its position on the issue. Either Party may, after the exchange of written positions, send a Notice of Dispute to the other Party requesting a conference of management personnel with authority to resolve the Dispute. Such conference between management personnel designated by each of the Parties shall be held within ten (10) days of delivery of the Notice of Dispute or such other time as mutually agreed to by the Parties. In the event the Parties are unable to resolve the Dispute through the procedures set forth in this Section 9.8(a), either Party shall have the right to pursue the remedies in accordance with the procedures set forth in Section 9.8(b) and (c).

(b) Arbitration. If permitted or required by Applicable Law, any controversy or claim arising out of or relating to this Agreement or the breach thereof, which cannot be resolved pursuant to the procedures described in Section 9.8(a), shall be resolved by arbitration. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award of the arbitrators shall be final, and a judgment may be entered upon it by any court having jurisdiction. A Party desiring to invoke this arbitration provision shall serve written notice upon the other of its intention to do so. Within fifteen (15) days of the date of receipt of such notice, each Party shall serve upon the other the name of one individual, knowledgeable in matters pertaining to the performance of power purchase agreements and to the subject matter of the dispute, to serve as an arbitrator. If either Party fails to select an arbitrator and notify the other Party of that selection within such fifteen (15) day period the other Party may request the American Arbitration Association to select the arbitrator. The two arbitrators so selected shall select a third arbitrator within fifteen (15) days after the selection of the two arbitrators or, if the two arbitrators cannot agree upon a third arbitrator, the American Arbitration Association shall select the third arbitrator. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then prevailing, and shall be conducted in Union County, New Jersey, unless the Parties agree otherwise. Discovery shall be made available in accordance with the procedures set forth in the Federal Rules of Civil Procedure, but to a degree limited by the arbitrators as they deem appropriate to render the proceedings economical, efficient, expeditious and fair. Interest at the Specified Rate shall be added to any monetary award for sums found to have been due under this Agreement. Each Party shall bear its own costs of the arbitration and the Parties shall equally divide the fees and costs-of the three arbitrators.

(c) Legal Proceedings. If arbitration, as set forth in Section 9.8(b) hereof, is not permitted by Applicable Law, any controversy or claim arising out of or relating to this Agreement or the breach thereof, which cannot be resolved pursuant to the procedures described in Section 9.8(a), shall be brought by an action, suit, or proceeding in the Superior Court of the State of New Jersey, in Union County. Each Party waives any objection which it or they may have at any time to the laying of venue of any action, suit or proceeding in any such court and consents to service of process, waives any claim that any such action, suit, or proceeding has been brought in an inconvenient forum and waives the right to object that such court does not have jurisdiction over the Parties. In order to expedite resolution of any actions, suits, or proceedings that arise under this Agreement, each of the Parties irrevocably waives the right to trial by jury in any such actions, suit, or proceeding of any kind or nature in any court to which it may be a Party.

(d) During the pendency of any Dispute, the Parties will continue to perform the obligations imposed upon them under this Agreement to the fullest extent possible, without prejudice to their respective positions in the Dispute.

9.9. Entire Agreement. This Agreement, together with the PPA, RFP (including the Company Proposal in responses thereto), Exhibits and Schedules hereto, constitute the entire agreement and understanding between the Company, the Authority and Local Unit with respect to the subject matter hereof and supersedes all other prior oral and/or written agreements relating to the subject matter hereof, which are of no further force or effect. The PPA, RFP, Exhibits and Schedules referred to herein are integral parts hereof and thereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of the PPA, RFP or any exhibit or schedule, the provisions of the PPA shall prevail, and this Agreement, such Exhibit or Schedule shall be corrected accordingly. Each Party acknowledges that it and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

9.10. Amendment. No amendment, modification, waiver, change or addition hereto shall be effective or binding on any of the Parties hereto unless the same is in writing and signed by each of the Parties hereto.

9.11. Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement, the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

9.12. Waivers. Any waiver, express or implied, by any Party of any right or of any failure to perform or breach of this Agreement by any other Party shall not constitute or be deemed as a waiver of any other right or of any other failure to perform or breach of this Agreement by such other Party, whether of a similar or dissimilar nature.

9.13. Severability. In the event of the invalidity or unenforceability of any provision of this Agreement, the validity or enforceability of the other provisions hereof shall not be affected and the Parties shall substitute for such invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intended effect of the invalid or unenforceable provision.

9.14. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

9.15. Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile delivery of the signature page of a counterpart to the other Parties, and if delivery is made by facsimile, the executing Party shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other Parties, but this Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original counterpart.

9.16. Attorneys' Fees. If any legal action arbitration, or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, except as expressly excluded in this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, expenses expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

9.17. Authority. The signatories hereto represented and warrant that they are duly authorized on behalf of their respective companies to enter into and consummate this Agreement.

9.18. Cooperation. The Local Unit and the Authority, at no out of pocket cost to such Person, shall exercise Commercially Reasonable Efforts to cooperate with the Company's efforts to obtain Permits and to arrange for financing of the Renewable Energy Project and in connection with the design, permitting, acquisition, construction, installation, interconnection, start-up, and testing of the Renewable Energy Projects, including, without limitation, the granting of any required rights of access to the Company and its contractors in accordance with the terms of this Agreement, the timely execution and return of any required consent of the Authority and/or such Local Unit and the participation as and when required of the Authority's and/or Local Unit's employees and representatives in the performance of any test in respect of the Renewable Energy Projects.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Local Unit, the Authority and Licensee have executed this Agreement as of the Effective Date.

[COMPANY]

By: \_\_\_\_\_  
Name:  
Title:

LOCAL UNIT

By: \_\_\_\_\_  
Name:  
Title:

UNION COUNTY IMPROVEMENT AUTHORITY

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**LOCAL UNIT FACILITIES; SITES; LICENSED AREAS**

(Each Local Unit will enter into a separate Site License Agreement for only its Local Unit Facilities shown below)

<b><u>Local Unit</u></b>	<b><u>Local Unit Facility</u></b>	<b><u>Sites</u></b>	<b><u>Licensed Area</u></b>
Township of Cranford	Community Center		
	Cranford Public Library/ Parking lot		
Hillside Board of Education	Calvin Coolidge school		
	APM/ECC		
	Wok School		
	Hillside High School		
Township of Hillside	Municipal Building		
	Hillside Community Center		
	Hillside Dept of Public Works		
City of Linden	Linden Firehouse #1		
	Linden Firehouse #2		
	Linden Firehouse #3		
	Linden Public Library		
	City Hall Parking Garage		
	Public Works Garage		
	Linden Municipal Garage		
	Memorial Field Ball field - 5 fields		
Winfield Township Board of Education	Winfield Township School		
City of Plainfield	City Hall Annex		
	Police Headquarters/Muni Ct		
	Fire Station Headquarters		
	Public Works Facility		
City of Rahway	Rahway City Public Library/ Parking		

<b><u>Local Unit</u></b>	<b><u>Local Unit Facility</u></b>	<b><u>Sites</u></b>	<b><u>Licensed Area</u></b>
Borough of Roselle	Borough Hall		
	Firehouse		
Township of Springfield	Municipal Building/ Open space		
	DPW Garage		
	Hirshey's Building		
	Springfield Public Library		
	Chisholm Recreation Center		
Union County	Administration Building		
	Arts Center		
Union County College	Cranford Campus		
Morris-Union Jointure Commission	Transportation Dept		
	DLC - New Providence		
Garwood Board of Education	Lincoln School		
New Providence Board of Education	Salt Brook School		
	Allen W Roberts School		
Roselle Park Board of Education	Roselle Park High School		
	Roselle Park Middle School		
	Sherman School		
	EJF-Aldene School		
	Robert Gordon School		
Roselle Board of Education	Dr. Charles C. Polk Elementary School		
	Grace Wilday Junior High School		

**EXHIBIT B**

**DESCRIPTION OF SYSTEMS**