

**Jefferson Borough Planning Commission  
Meeting Agenda  
March 15, 2023  
7:00 P.M.**

**1. Opening Agenda**

- A. Call to Order
- B. Pledge of Allegiance
- C. Reorganization

**2. Minutes Approval**

October 19, 2022

**3. New Business**

Z-2023-01 Special exception for solar array on Baltimore Street, parcel 73-DG-16 for Solar Renewable Energy.

**4. Upcoming Meetings**

As Needed

**5. Adjournment**



# Jefferson Borough Planning Commission Special Exception Application Briefing

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<b>Application Number:</b>	Z-2023-01	<b>PC Meeting Date:</b>	March 15, 2023
<b>Applicant(s):</b>	Solar Renewable Energy	<b>Tax Map Parcel:</b>	73-DG-16
<b>Property Owner(s):</b>	Lynwood Corporation	<b>Lot Size:</b>	35.82
<b>Property Location:</b>	Baltimore Street	<b>Zoning:</b>	Residential Outlying

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## Project Narrative:

The applicant is requesting special exception approval in accordance with §198-83 and §198 Attachment 1, to construct a utility building and associated structures (solar facility) in the Residential Outlying Zone.

## Attached Exhibits:

- Zoning Hearing Application (received February 22, 2023).
  - 2003 approved preliminary plan.
  - February 27, 2023 email in support of this application.
- 

## Property Characteristics:

- The subject property contains 35.82 acres in the Residential Outlying Zone. The property is vacant.
- In 2003 a preliminary subdivision plan was approved to create 230 residential lots known as the Rosewood Development attached hereto as **Exhibit B**.
- Resident email in support of this special exception application dated February 27, 2023 attached hereto as **Exhibit C**.
- Adjacent properties:

	Use	Zoning
North	Residential & Commercial	RO
South	Codorus Township	N/A
West	Agriculture	RO
East	Residential & Agriculture	RO

## Special Exception Provisions

According to the special exception application submitted, the applicant reports the following:

- The proposed use shall be consistent with the purpose and intent of the Zoning Ordinance.** The Zoning Ordinance allows for public utility with special exception approval.
- The proposed use shall not detract from the use and enjoyment of adjoining or nearby properties.** The property will be improved with an agricultural style fence. The use will not generate noise or significant traffic.
- Adequate public facilities are available to serve the proposed use (e.g., schools, fire, police, ambulance protection, sewer, water and other utilities, vehicular access, etc.).** The solar array will not require any additional school, fire, police or other utility.

4. The proposed use shall comply with those criteria specifically listed in Article VI of this chapter. In addition, the proposed use must comply with all other applicable regulations contained in this chapter.

- A. There will be no storage of maintenance vehicles or equipment on the property.
- B. The solar array will not cause unreasonable noise, vibration, smoke, odor or hazardous effect.
- C. A plan showing the design of the facility is attached to the application.
- D. Setback requirements will be met.
- E. A stormwater management plan will be submitted with the land development plan.

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*This briefing represents the views and comments of the Jefferson Borough Zoning Officer only and should not be construed as a final approval or denial of this application. The Zoning Hearing Board Members may have additional questions and/or comments with regard to this proposal. The applicant and/or his/her representative should be prepared to address comments or concerns raised by the Zoning Hearing Board Members.*

# Jefferson Borough Planning Commission

## October 19, 2022

The Jefferson Borough Planning Commission meeting was called to order at 6:58 PM at the Jefferson Borough Office. Members present were Chairman Dan Gibson, Tom Yingling, Vice-Chairman; Phil Lippy and; Jim Sanders. Jed Beckman was absent. Also present was Rachel Vega, Zoning Officer.

### Minutes Approval

Upon a motion by Mr. Yingling, seconded by Mr. Gibson, the April 20, 2022 Planning Commission minutes were approved as submitted. Motion carried 4-0.

### Old Business

#### Mixed-use Zone

At the October 3, 2022 Jefferson Borough Council Meeting Ordinance 2022-04 and 2022-05 were up for public hearing. The Council decided not to adopt the ordinances as presented and referred them back to the Planning Commission for review. They asked that the Planning Commission look at the areas to be re-zoned and the uses allowed in the proposed Mixed Use-1 and Mixed Use-2 Zones.

Vince Lutter was present to represent his neighbors in the area that is proposed for re-zoning to Mixed Use-2. He feels this zone is not appropriate for the area proposed. The lot sizes are small and do not meet the size requirements for some of the uses proposed for the Mixed Use-2 Zone. Additionally, the property owners are not interested in the proposed intense uses. He feels allowing these uses would not make for a very friendly neighborhood. Mr. Gibson commented that he agreed the lot sizes are an issue for the proposed Mixed Use-2 Zone. Mr. Lutter asked why it is necessary to create these zones and wondered why someone couldn't just apply for a variance if they want a use not permitted in the existing zones. Ms. Vega explained that this would require a use variance which has a higher standard than the dimensional variance. A person requesting a use variance would have to prove that there are no other appropriate uses for the property in order for the variance to be granted. This is very difficult. Mr. Lutter also wondered why we could not keep the commercial uses in the Village Center Zone. Mr. Gibson commented that there is insufficient parking in the Village Center. Mr. Lippy commented that creating a mixed-use zone would address the need to bring commercial businesses in to the Borough. We need to look at the future of the Borough. Ms. Vega commented that the Council did not seem to want large/intense uses but smaller businesses such as a pizza shop or coffee shop.

Since the majority of the opposition to the re-zoning came from the residents in the proposed Mixed Use-2 Zone, Ms. Vega recommended removing the Mixed Use-2 Zone completely and having just one Mixed-Use Zone where the proposed Mixed Use-1 Zone is located. We can remove the intensive uses and combine the less intense uses into one zone. The



Commissioners agreed this is a good idea. There was a discussion on re-zoning the larger parcel near the ballfield. Ms. Vega explained that re-zoning one parcel is spot zoning which is not permitted. A cluster of parcels would need to be re-zoned in order to avoid the spot zoning issue. Mr. Lutter suggested re-zoning several of the larger parcels in that area including the ballfield. As a resident, Ms. Vega opposes that idea as it would ruin the agricultural character of that end of town and suggested keeping the proposed Mixed-Use Zone near the Dollar General store.

The Commissioners reviewed the list of uses allowed in the proposed Mixed Use-1 Zone and decided to keep all of them except the hotel/motel use. They decided a club room, club grounds, meeting hall would be allowed by special exception. Indoor commercial recreation establishment would be a special exception use. Public buildings and facilities would be a special exception use.

Upon a motion by Mr. Lippy, seconded by Mr. Yingling, the Planning Commission recommends creating one Mixed Use Zone to be located in the area of the previously proposed Mixed Use-1 Zone; to not re-zone any of the properties previously proposed for Mixed Use-2 zoning; and to keep all of the uses as stated in the proposed Mixed Use-1 Zone with the exception of the motel/hotel use while adding a club room, club grounds, meeting hall, indoor commercial recreation establishment and public buildings and facilities as special exception uses. Motion carried 4-0.

#### **Correspondence/Reports**

Ms. Vega provided the April through September 2022 Zoning Reports.

#### **General Discussion**

Jim Sanders resigned from his position on the Planning Commission. Vince Lutter expressed interest in taking his place. Upon a motion by Mr. Yingling, seconded by Mr. Lippy, the Planning Commission accepts Mr. Sanders resignation and appoints Mr. Lutter to the Planning Commission. Motion carried 4-0.

There are currently no items for the November Planning Commission agenda.

Meeting adjourned at 7:42 PM.

Rachel Vega  
Zoning Officer



# Jefferson Borough Planning Commission Special Exception Application Briefing

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- 2. **The proposed use shall not detract from the use and enjoyment of adjoining or nearby properties.** The property will be improved with an agricultural style fence. The use will not generate noise or significant traffic.
- 3. **Adequate public facilities are available to serve the proposed use (e.g., schools, fire, police, ambulance protection, sewer, water and other utilities, vehicular access, etc.).** The solar array will not require any additional school, fire, police or other utility.

4. The proposed use shall comply with those criteria specifically listed in Article VI of this chapter. In addition, the proposed use must comply with all other applicable regulations contained in this chapter.

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FOR BOROUGH USE ONLY

ZONING CASE # 2-2023-01

Application Filed	<u>2/22/23</u>	Planning Commission	<u>3/15/23</u>
Hearing Advertised	<u>3/7 &amp; 3/14</u>	<input checked="" type="checkbox"/> ZHB/BOS Hearing	<u>3/22/23</u>
Notices Mailed	<u>2/24/23</u>	Decision Rendered	_____
Site Posted	_____	Notification Sent	_____

## APPLICATION FOR HEARING

A. APPLICANT'S NAME: Solar Renewable Energy  
ADDRESS: 450 Lena Drive Suite 102, Mechanicsburg PA 17055  
PHONE NUMBER: 717-571-1151 EMAIL ADDRESS dberry@srenergylc.com

## B. PROPERTY OWNER'S NAME

(If different than applicant): Lynwood Corporation Inc.  
ADDRESS: 12582 SE Old Cypress Dr, Hobe Sound, FL 33455-7925  
PHONE NUMBER: 410-591-1304

## C. CONSULTANT'S NAME

(If different than applicant): Burget & Associates Inc.  
ADDRESS: 1797 New Bloomfield Road, New Bloomfield PA, 17068  
PHONE NUMBER: 717-582-7011 EMAIL ADDRESS jburget@burgetassociatesinc.com

D. Tax Map: 73-00-DG-0016.00-00000 Parcel: \_\_\_\_\_ Zoning District: Residential Outlying  
"RO"  
Property Address: Baltimore Street  
Date purchased: February 16<sup>th</sup>, 2011  
Lot size: acreage 35.82 Acres - or - \_\_\_\_\_ sq. ft.  
Present use: (Vacant) Agricultural  
Proposed use: Public Utility Provider (Solar)  
Date of previous application (if any): N/A

E. Please choose the following:



CONDITIONAL USE  
(Refer to Section 2)



VARIANCE  
(Refer to Section 3)



APPEAL  
(Refer to Section 1)



SPECIAL EXCEPTION  
(Refer to Section 2)



OTHER – Curative or  
Zoning Amendment  
(Refer to Section 4)

**Exhibit A**

SECTION 2

REQUEST FOR SPECIAL EXCEPTION  
(REFER TO ZONING ORDINANCE)

OR

REQUEST FOR CONDITIONAL USE  
(REFER TO ZONING ORDINANCE)

Applicant must provide the following information:

- Name of specific sections of the Zoning Ordinance under which application is being filed:

Section 198-83 (Utility Buildings or service structure, public or private) *2*

*Section 198 Attachment 1*

- Brief description of proposed use:

The proposed use is to construct a solar array to create solar energy to be directly tied into the local energy grid for the use by the local electric provider.

Give a brief explanation of how the proposed use will:

- A. Comply with all applicable provisions and be consistent with the purpose and intent of the Zoning Ordinance:

Under Section 198 (Attachment 1) of the zoning ordinance under the Residential Outlying "RO" District with Special exception approval it provides the use for Public or Private Utility that provides the public with electricity or other similar services.

- B. Not detract from the value, use and enjoyment of adjoining or nearby properties:

The proposed solar array will be proposed with an agricultural style fence surrounding the facility. The site will have minimal traffic onto site usually 5-6 times per year. The proposed site will not have any noise effect on Neighboring lots.

- C. Have adequate public facilities available to serve the proposed use (e.g., schools, fire, police, and ambulance protection; sewer, water, and other utilities; vehicular access, etc.)

The proposed solar array will not have any proposed building requiring public utilities other than connection with the local electric company.

D. Comply with those criteria specifically listed in Article 6 and all other applicable regulations contained in the Zoning Ordinance:

The proposed solar array will comply with all requirement listed under article 6 section 198-83.

I hereby certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my knowledge and belief.

*Seth Berry*

\* Signature

2/21/2023

Date

\* If other than property owner, authorization from owner to sign must be attached.

## Chapter 198. Zoning

### Article VI. Supplementary Use Regulations

#### § 198-83. Utility building or service structure, public or private.

Where permitted, this use is subject to the following:

- A. The storage of vehicles or equipment used in the maintenance of a utility shall not be permitted.
- B. No equipment causing unreasonable noise, vibration, smoke, odor or hazardous effect shall be installed.
- C. The external design and construction of the building (to the extent possible) shall be in conformity with the buildings in the surrounding area.
- D. There shall be no specific minimum lot size or lot width; however, each lot shall provide front, side and rear yard setbacks in accordance with the zone in which located.
- E. There shall be no maximum lot coverage requirement provided that a stormwater management plan for the site is approved by the Borough Engineer.



# ZONING

## 198 Attachment 1

### Borough of Jefferson

#### Summary of Uses Permitted by Right, Special Exception and/or Conditional Use

##### KEY:

P – permitted  
SE – permitted by special exception  
CU – permitted by conditional use

##### ZONES:

RT – Residential Town  
RO – Residential Outlying  
VC – Village Center  
I – Industrial

Use	Section	RT	RO	VC	I
Accessory dwelling unit	§ 198-44	SE	SE	SE	
Adult day-care or child day-care center, nursery school	§ 198-45		SE	SE	
Adult regulated facility	§ 198-46				SE
Animal grooming shop				P	
Animal hospital, veterinary clinic	§ 198-47			SE	P
Bed-and-breakfast inn	§ 198-48	SE	SE	SE	
Cemetery	§ 198-49		SE		
Club room, club grounds, meeting hall	§ 198-50	SE		SE	P
Cluster housing/open space development	§ 198-51		CU		
Commercial school				P	
Convalescent home, nursing home or hospital	§ 198-52	SE	SE		
Crops, gardening		P	P	P	P
Domiciliary care home	§ 198-53	SE	SE	SE	
Drive-in business	§ 198-54			SE	
Eating establishment				P	
Family day-care home		P	P	P	
Farmette	§ 198-55		CU		
Forestry		P	P	P	P
Funeral home	§ 198-56	SE		P	
Greenhouse/horticultural nursery	§ 198-57	SE	SE		P
Group home		P	P		
Group quarters	§ 198-58	SE		SE	
Halfway house	§ 198-59			SE	
Heavy storage, sales, and/or service facility	§ 198-60				SE
Home occupation	§ 198-61	SE	SE	SE	
House of worship	§ 198-62	SE	SE		
Indoor commercial recreation establishment				P	P
Industrial activities					P
Industrial park					P
Junkyard, automobile dismantling plant	§ 198-63				SE



**JEFFERSON CODE**

Use	Section	RT	RO	VC	I
Kennel	§ 198-64				SE
Livestock, keeping of	§ 198-21				P
Medical clinic	§ 198-65	SE	SE		
Mini-storage facility	§ 198-66				SE
Mobile home park	§ 198-67		SE		
Motel/hotel				P	
Multifamily dwelling(s) (no conversion from single-family dwelling)	§ 198-68	SE		SE	
No-impact home-based business		P	P	P	
Nonconformity, expansion of	§ 198-38, § 198-69	SE	SE	SE	SE
Outdoor commercial recreation establishment					P
Park or other open space area	§ 198-70	CU	CU	CU	
Parking lot or garage	§ 198-71	SE			P
Personal care boarding home	§ 198-72	SE	SE		
Personal service business				P	
Professional or business office				P	P
Public buildings and facilities	§ 198-73	SE	SE	P	P
Research laboratory					P
Retail store or shop				P	
Rooming house, boardinghouse	§ 198-74	SE	SE	SE	
Service station or convenience store dispensing fuel	§ 198-75			SE	
Shopping center or mall	§ 198-76			SE	
Single-family attached dwelling	§ 198-77	SE		SE	
Single-family detached dwelling		P	P	P	
Single-family semidetached dwelling		P	P	P	
Solid waste processing facility	§ 198-78				SE
Tavern	§ 198-79			SE	
Truck or motor freight terminal	§ 198-80				SE
Two-family conversion	§ 198-81	SE		SE	
Two-family dwelling (no conversion from single-family dwelling)	§ 198-82	P	SE	P	
Utility building or service structure, public or private	§ 198-83	SE	SE	SE	P
Vehicle rental, sales, service and/or repair facility				P	
Vehicle washing facility	§ 198-84			SE	
Warehouse					P
Wholesale establishment					P

# ZONING

## 198 Attachment 2

### Borough of Jefferson

Table of Dimensional Criteria and Requirements

	Residential Town (RT)				Residential Outlying (RO)				Village Center (VC)				Industrial (I)
	Single-Family Detached	SF Semi-Detached and Two-Family Dwelling	Single-Family Attached	All Other Uses	Single-Family Detached	SF Semi-Detached and Two-Family Dwelling	Single-Family Attached	All Other Uses	Single-Family Detached	SF Semi-Detached and Two-Family Dwelling	Single-Family Attached	All Other Uses	
Minimum lot size:													
Public water and/or public sewer	12,000 s.f.	10,000 s.f.	5,000 s.f.	20,000 s.f.	15,000 s.f.	12,000 s.f.	N/A	20,000 s.f.	12,000 s.f.	10,000 s.f.	5,000 s.f.	20,000 s.f.	20,000 s.f.
No public water or public sewer	35,000 s.f.	25,000 s.f.	N/A	30,000 s.f.	35,000 s.f.	25,000 s.f.	N/A	30,000 s.f.	35,000 s.f.	35,000 s.f.	25,000 s.f.	N/A	30,000 s.f.
Maximum lot size											1 acre		
Minimum lot width:													
Public water and/or public sewer	60 ft.	50 ft.	25 ft.	100 ft.	100 ft.	80 ft.	N/A	100 ft.	60 ft.	50 ft.	25 ft.	100 ft.	100 ft.
No public water or public sewer	175 ft.	125 ft.	N/A	125 ft.	175 ft.	125 ft.	N/A	125 ft.	175 ft.	125 ft.	N/A	125 ft.	150 ft.

# JEFFERSON CODE

	Residential Town (RT)			Residential Outlying (RO)			Village Center (VC)			Industrial (I)			
	Single-Family Detached	SF Semi-Detached and Two-Family Dwelling	Single-Family Attached	All Other Uses	Single-Family Detached	SF Semi-Detached Dwelling	Single-Family Attached	All Other Uses	Single-Family Detached		SF Semi-Detached and Two-Family Dwelling	Single-Family Attached	All Other Uses
Minimum setbacks:													
Front		20 ft. (1)				35 ft. (2)				20 ft.			30 ft. (2)
Side		5 ft. (2)				15 ft. (3)				15 ft. (3)			20 ft.
Rear		20 ft.				35 ft.				20 ft.			30 ft.
Building height:													
Principal building		2 1/2 stories or 35 ft. (3)				2 1/2 stories or 35 ft. (1)				3 stories or 35 ft.			3 stories or 35 ft.
Accessory building		2 stories or 15 ft.				2 stories or 15 ft.							
Impervious surface coverage		65%, lots with 50 ft. of frontage or less may have up to 70%				45%				85%			85%

## NOTES:

- (1) Increase to 50 feet fronting on a collector or arterial road.
- (2) Semidetached and attached dwellings shall be considered as one building for this purpose.
- (3) May be increased to 3 1/2 stories, but not over 45 feet if each yard is increased in width one foot for each additional foot of height over 35 feet.

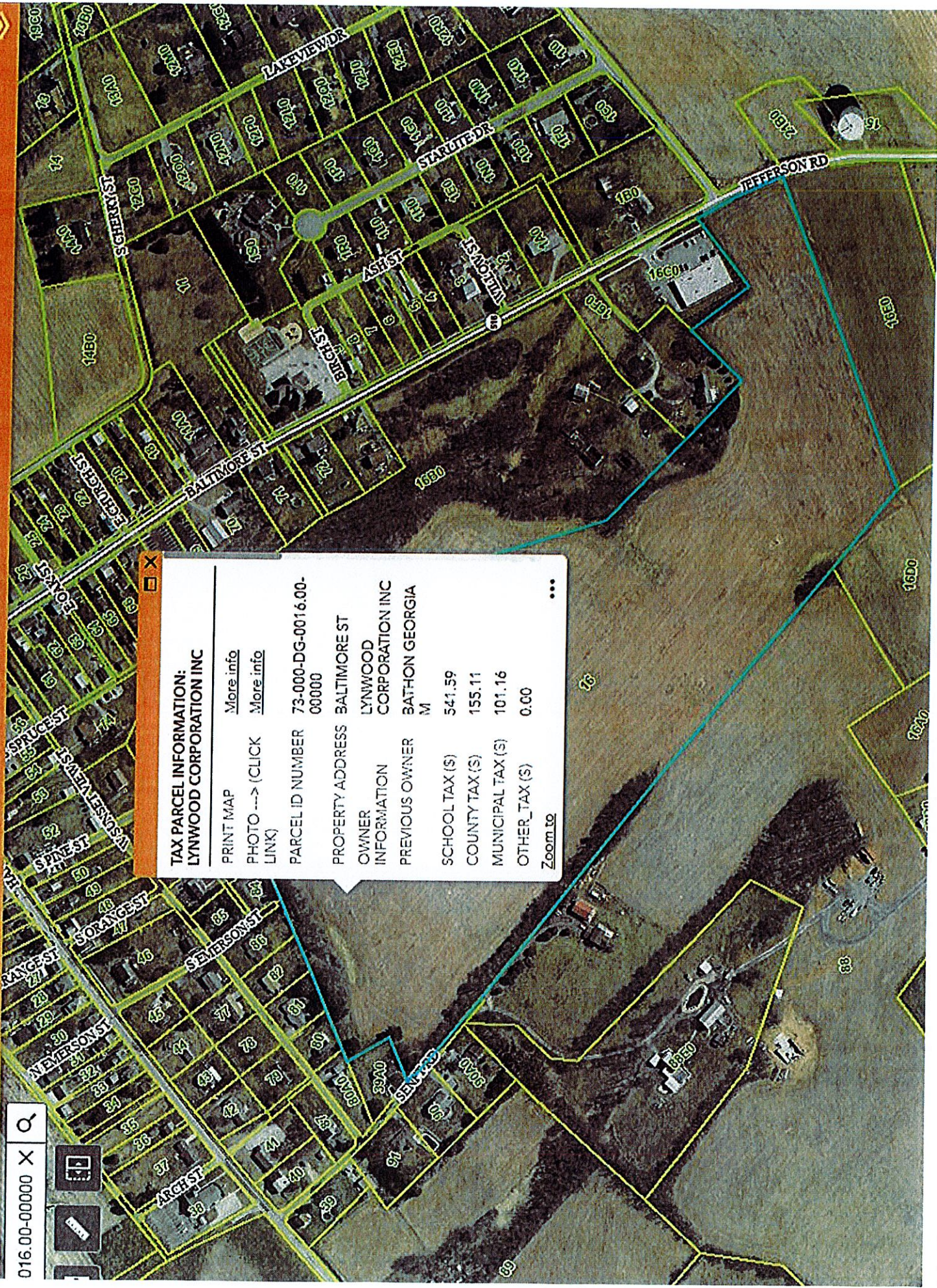


016.00-00000 X



**TAX PARCEL INFORMATION:**  
**LYNWOOD CORPORATION INC**

PRINT MAP	<a href="#">More info</a>
PHOTO ---> (CLICK LINK)	<a href="#">More info</a>
PARCEL ID NUMBER	73-000-DG-0016.00-00000
PROPERTY ADDRESS	BALTIMORE ST
OWNER	LYNWOOD CORPORATION INC
PREVIOUS OWNER	BATHON GEORGIA M
SCHOOL TAX (\$)	541.59
COUNTY TAX (\$)	155.11
MUNICIPAL TAX (\$)	101.16
OTHER TAX (\$)	0.00
Zoom to	...





# Jefferson Borough York County, PA

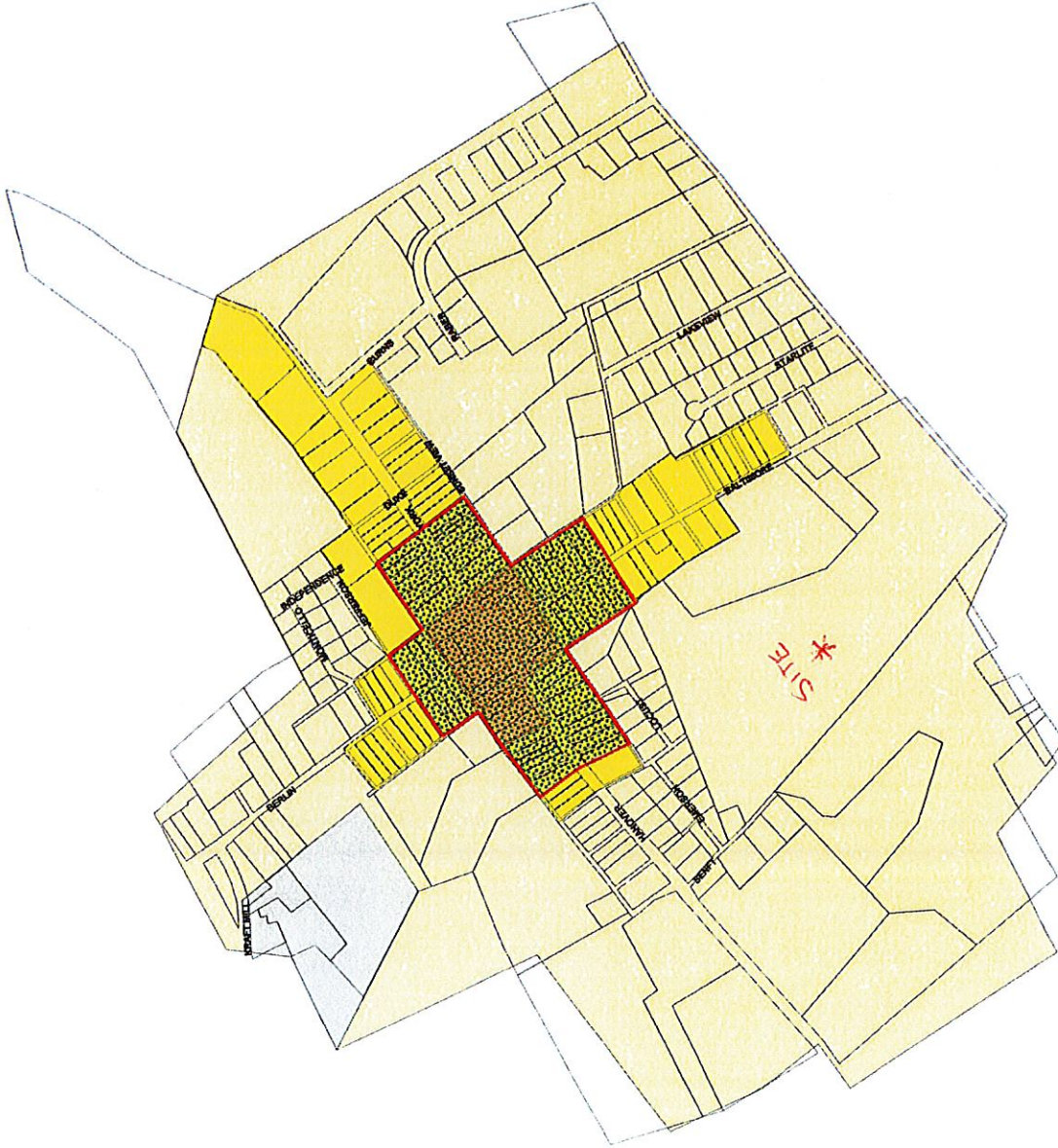
Zoning Map  
April 7, 2003



300 0 300 600 Feet



Base map information: York County Planning Commission  
Mapping: C. S. Davidson, Inc.



# **Solar Panel** **Specifications**

# VSUN550-144BMH-DG

**550W**

Highest power output

**21.52%**

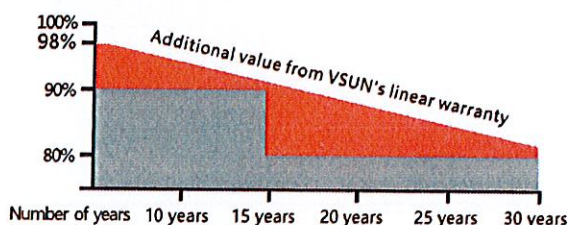
Module efficiency

**12years**

Material & Workmanship warranty

**30years**

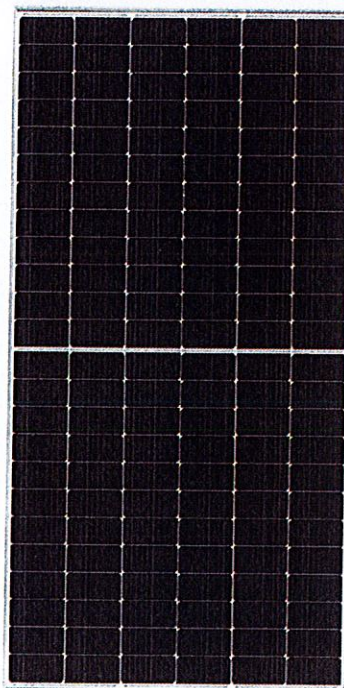
Linear power output warranty



■ VSUN

■ Standard Warranty

**Munich RE**



Micro Gap



Up to 30% extra power generation yield from the back side



Certified for salt/ammonia corrosion resistance



Load certificates: wind to 2400Pa and snow to 5400Pa



Lower LCOE



MBB technology with Circular Ribbon



Higher output power



Half-cell Technology



Positive tolerance offer

VSUN, a BNEF Tier-1 PV module manufacturer invested by Fuji Solar, has been committed to providing greener, cleaner and more intelligent renewable energy solutions. VSUN is dedicated to bringing reliable, customized and high-efficient products into various markets and customers worldwide



Engineered in Japan  
[www.vsun-solar.com](http://www.vsun-solar.com)



## Electrical Characteristics at Standard Test Conditions(STC)

Module Type	VSUN550-144BMH-DG	VSUN545-144BMH-DG	VSUN540-144BMH-DG	VSUN535-144BMH-DG
Maximum Power - Pmax (W)	550	545	540	535
Open Circuit Voltage - Voc (V)	49.92	49.81	49.65	49.5
Short Circuit Current - Isc (A)	13.99	13.92	13.85	13.78
Maximum Power Voltage - Vmpp (V)	42	41.8	41.65	41.5
Maximum Power Current - Imp (A)	13.1	13.04	12.97	12.9
Module Efficiency	21.52%	21.32%	21.13%	20.93%

Standard Test Conditions (STC): irradiance 1,000 W/m<sup>2</sup>; AM 1.5; module temperature 25°C. Pmax Sorting : 0~5W. Measuring Tolerance: ±3%.

Remark: Electrical data do not refer to a single module and they are not part of the offer. They only serve for comparison among different module types.

## Electrical Characteristics with different rear side power gain(reference to 545 front)

Pmax (W)	Voc (V)	Isc (A)	Vmpp (V)	Imp (A)	Pmax gain
575	49.76	14.69	41.80	13.76	5%
602	49.76	15.39	41.80	14.41	10%
656	49.81	16.79	41.75	15.72	20%
684	49.81	17.49	41.75	16.38	25%

## Temperature Characteristics

NOCT	45°C(±2°C)
Voltage Temperature Coefficient	-0.27%/°C
Current Temperature Coefficient	+0.048%/°C
Power Temperature Coefficient	-0.32%/°C

## Maximum Ratings

Maximum System Voltage [V]	1500
Series Fuse Rating [A]	30
Bifaciality	70%±10%

## Material Characteristics

Dimensions	2256×1133×35mm (L×W×H)
Weight	32.5kg
Frame	Silver anodized aluminum profile
Front Glass	High transparency,Antireflection coated,Semi-toughened safety glass, 2.0mm
Cell Encapsulation	EVA (Ethylene-Vinyl-Acetate) or POE
Back Glass	Glazed & Semi-toughened safety glass, 2.0mm
Cells	12×12 pieces bifacial monocrystalline solar cells series strings
Junction Box	IP68, 3 diodes
Cable&Connector	Potrait: 500 mm (cable length can be customized) , 1×4 mm 2 , compatible with MC4

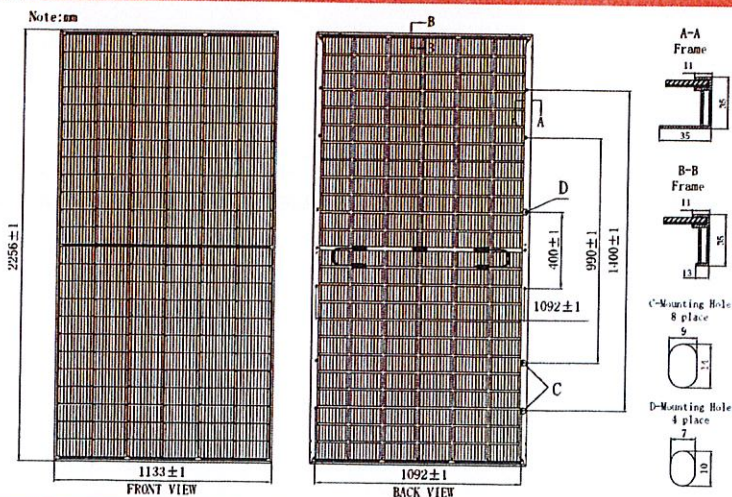
## Packaging

Dimensions(L×W×H)	2290×1125×1253mm
Container 20'	150
Container 40'	300
Container 40'HC	600

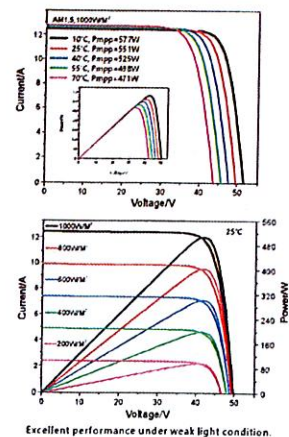
## System Design

Temperature Range	-40 °C to + 85 °C
Withstanding Hail	Maximum diameter of 25 mm with impact speed of 23 m/s
Maximum Surface Load	5,400 Pa
Application class	class A

## Dimensions



## IV-Curves





# **Solar Panel**

# **Safety Datasheet**

# PRODUCT SAFETY DATASHEET



VSUN Solar PV MODULES ARE ARTICLES AS DEFINED BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION HAZARD COMMUNICATION STANDARD (HCS), 29 C.F.R. § 1910.1200 AND ARE EXEMPT FROM THE LABELING AND SAFETY DATA SHEETS (SDS) REQUIREMENTS OF THE STANDARD.

VSUN Solar provides this product safety data sheet only for convenience of interested parties in the United States of America who are used to the format of safety data sheets in order to assess the product safety. This product safety data sheet does not replace any other documents provided by VSUN Solar such as Safety Information, Installation Manual, Packaging and Transport Information, Product Data Sheet as well as Warranty Terms of the respective product.

## Section 1: Identification

Solar PV modules convert light into electricity. Light-sensitive cells are electrically interconnected in series and sealed between glass and plastic foils for this purpose. This product safety data sheet is applicable to the following solar PV modules of the VSUN brand:

- All Model Types of VSUN PV Modules

### Responsible Party as Importer:

Name: VSUN Solar USA Inc

Address: 39899 Balentine Dr, Suite 315, Newark, CA, 94560, US

Phone: 1-510 573 2479

## Section 2: Hazard(s) Identification

VSUN Solar PV modules do not pose any risk of hazardous chemicals. Hazard symbols and precautionary hazard statements for hazardous chemicals are not applicable. No symptoms or effects – neither acute nor delayed – have to be expected when VSUN Solar PV modules are handled as stipulated in the Installation Manual. This document contains detailed risk statements and recommendations for installation and operation. Before installing the module, read the Installation for VSUN modules carefully. You can obtain the complete Installation Manual from VSUN customer service or authorized distributor.

**Attention:** Only qualified and authorized specialists may install modules and put them into operation. Keep children and unauthorized persons away from the modules.

### Risks:

- Risk of death from electrocution! Solar modules generate electricity and are energized as soon as they are exposed to light.
- In rare cases, solar PV modules – as any other electrical device – can cause fire due to worn electrical contacts which result in electrical arcing.
- Solar PV modules can reach high temperatures which can cause skin burns.
- Sharp edges, corners and broken glass can cause injuries.
- Solar PV modules can cause injuries due to their weight.
- Falling solar PV modules can cause injuries.
- Lifting solar PV modules can cause injuries.

For precautionary statements, please refer to the Installation Manual of the respective product.

MISUSE OR INCORRECT USE OF SOLAR MODULES VOIDS THE LIMITED WARRANTY AND MAY CREATE A SAFETY HAZARD AND RISK PROPERTY DAMAGE. THIS INCLUDES IMPROPER INSTALLATION OR CONFIGURATION, IMPROPER MAINTENANCE, UNINTENDED USE, AND UNAUTHORIZED MODIFICATION.

## Section 3: Composition/ Information on Ingredients

Safety data sheets are only required for hazardous chemicals covered by the Hazard Communication Standard (HCS). Solar PV modules made by VSUN Solar are not covered by HCS. The following table provides an overview of materials solar PV modules are made of. The values given for the share of weight are targets and can vary for the products covered by this Product Safety Data Sheet.



# PRODUCT SAFETY DATA SHEET



COMPONENT	MATERIAL	TOTAL SHARE	REMARK
FRAME	Aluminum	12 % – 16 %	not hazardous
	Silicone	< 1 %	not hazardous, see section 8
	Glass	65 % – 80 %	not hazardous
	Plastics (EVA, POE, PET, PE)	8 % – 12 %	no hazards known
LAMINATE	Silicon	2 % – 4 %	not hazardous
	Metals (Aluminum, Copper, Tin)	1 % – 2 %	not hazardous
	Lead	< 0.1 %	hazardous
	Silver	< 0.05 %	not hazardous

## Section 4: First-Aid Measures

### In case of electrocution:

- Always protect yourself by taking all necessary safety precautions before rescuing persons injured.
- Attention: Stay away from sources of high voltage and leave the rescue to qualified personnel with appropriate personal protection equipment!
- Call emergency rescue services.
- Do not touch live parts. Qualified personnel should shut down the PV system as far as possible – e.g. disconnect the modules at the inverter before uncovering any live electrical parts. Be sure to observe the specified time intervals after switching off the inverter. High voltage components need time to discharge. Follow OSHA requirements for control of hazardous energy at 29 C.F.R. § 1910.147.
- In the event a person is electrocuted or affected by electrical energy of the solar PV module, CALL 911. Before attempting rescue, SHUTDOWN THE POWER SOURCE.
- Remove the victim from the power source using only insulated tools ONLY IF CONTACT WITH LIVE ELECTRICAL COMPONENTS CAN BE PREVENTED.
- Carefully move the injured from the zone of danger.
- After moving to a safe location, check heartbeat, respiration and consciousness of the injured person.
- Apply appropriate life-saving measures (CPR) accordingly before taking care of minor injuries.
- Consult a medical professional even if there are no visible injuries.
- Flush thermal skin burns caused by touching hot surfaces of solar PV modules with cool water. Consult a medical professional.
- Injuries due to sharp edges, corners and broken glass need to be appropriately treated. Consult a medical professional.
- Other types of injuries need to be treated appropriately as well. Consult a medical professional.

## Section 5: Fire-Fighting Measures

- VSUN Solar solar PV modules are fire rated as Class C according to IEC and UL 1703 as well as Type 1 according to UL 1703.
- VSUN Solar solar PV modules are extensively tested at the factory to ensure electrical safety of the product before shipment.
- In rare cases, solar PV modules – as any other electrical device – can cause fire due to worn electrical contacts which result in electrical arcing.
- In case solar PV modules which are not part of an array are on fire, USE FIRE EXTINGUISHERS RATED FOR ELECTRICAL EQUIPMENT, Class C.
- IN CASE A SOLAR PV MODULE ARRAY IS PRESENT, ANY FIRE SHOULD ONLY BE FOUGHT BY PROFESSIONAL FIREFIGHTERS. FIREFIGHTERS NEED TO TAKE PRECAUTIONS FOR ELECTRICAL VOLTAGES UP TO 1,500 VOLTS (DC).
- Some components of the modules can burn. Potential combustion products include oxides of carbon, nitrogen and silicon.
- In case of prolonged fire, solar PV modules may lose their structural integrity.

### General recommendations from the below-mentioned reports:

- Fire service personnel should follow their normal tactics and strategies at structure fires involving solar power systems, but do so with awareness and understanding of exposure to energized electrical equipment. Emergency response personnel should operate normally, and approach this subject area with awareness, caution, and understanding to assure that conditions are maintained as safely as possible.
- Care must be exercised during all operations, both interior and exterior.
- Responding personnel must stay back from the roofline in the event modules or sections of an array may slide off the roof.
- Contacting a local professional PV installation company should be considered to mitigate potential hazards.
- Turning off an array is not as simple as opening a disconnect switch. As long as the array is illuminated, parts of the system will remain energized.
- When illuminated by artificial light sources such as fire department light trucks or an exposure fire, PV systems are capable of producing electrical power sufficient to cause inability to let go from electricity as a result of stimulation of muscle tissue, also known as lock-on hazard.
- Firefighting foam should not be relied upon to block light.
- The electric shock hazard due to application of water is dependent on voltage, water conductivity, distance and spray pattern.



# PRODUCT SAFETY DATASHEET



- It is recommendable to fight fire with water instead of foam if a PV system is present. Salt water should not be used.
- Firefighter's gloves and boots afford limited protection against electrical shock provided the insulating surface is intact and dry. They should not be considered equivalent to electrical personal protection equipment.

Readers interested in more details may refer to the following reports:

- National Fire Protection Association, Fire Protection Research Foundation report "Fire Fighter Safety and Emergency Response for Solar Power Systems" issued May 2010, revised October 2013
- Important recommendations from a report called "Firefighter Safety and Photovoltaic Installations Research Project" issued by Underwriters Laboratories on November 29, 2011

## Section 6: Accidental Release Measures

This section is not applicable.

## Section 7: Handling and Storage

Before installing the module, read the Installation and Operation Manual for VSUN modules carefully. Noncompliance with the instructions may result in damage and physical injury or death. Only qualified and authorized specialists may install modules and put them into operation. You can obtain the complete installation manual from VSUN customer service or authorized distributor. Details about transport and storage of palletized VSUN Solar PV modules can be found in the Packaging and Transport Information of the respective module type.

### Storage, transport and unpacking:

- Store the module dry, well-ventilated and properly secured. The original packaging is not weatherproof.
- Always transport the module in its original packaging.
- The module is made of glass. Take great care when unpacking, storing and transporting it.
- Do not subject the module glass to any mechanical stress (e.g. through torsion or deflection). Do not step on the module or place any objects onto the module.
- Protect both sides of the module against scratching and other damage.
- Carry the module by holding the edges with both hands, or use a glass suction lifter.
- Never lift or carry the module using the module junction box or wiring. Avoid pulling on the wiring.

## Section 8: Exposure Controls/Personal Protection

Before installing the module, read the Installation Manual carefully. Noncompliance with the instructions may result in damage and physical injury. Only qualified and authorized specialists may install modules and put them into operation. You can obtain the complete installation manual from VSUN customer service or authorized distributor.

- Please follow the valid national regulations and safety guidelines for the installation of electrical devices and systems.
- Please make sure to take all necessary safety precautions.
- Ensure that all personnel are aware of and adhere to accident-prevention and safety regulations.
- For handling of modules wear suitable protective gloves.
- Do not install damaged modules. Ensure that all electrical components are in a proper, dry, and safe condition.
- Do not modify the module (e.g. do not drill any additional holes). Never open the junction box.
- Ensure that modules and tools are not subject to moisture or rain at any time during installation. Only use dry, insulated tools for electrical work.
- Only connect cables with plugs. Ensure for a tight connection between the plugs. Plugs click together audibly.
- If applicable, cover the modules with an opaque material during installation. Cover the modules to be disconnected.

Silicone used in manufacturing release methanol during curing. Once cured, no additional methanol is released during use. Small amounts of these chemicals may be present in shipping cartons. Upon receipt, open container in a well ventilated location and allow to stand for 5 minutes before removing units from cartons. Exposures above recommended limits for methanol of 200 ppm eight-hour time-weighted-average (TWA) will not occur.

## Section 9: Physical and Chemical Properties

- Physical state: solid
- Voltage: refer to data sheet (below 50 volts for a single module)

**Attention:** Voltage of single modules add up when modules are electrically connected in series. VSUN Solar PV modules are designed and certified for voltages up to 1,000 volts or even up to 1,500 volts. Connection of modules in series is only permitted up to the maximum system voltage as listed in the applicable data sheet.

- Weight: refer to data sheet
- Solubility in water: insoluble in water



## Section 10: Stability and Reactivity

Under normal operating conditions as specified in the Product Data Sheet, VSUN Solar PV modules are chemically stable.

- VSUN Solar solar PV modules are tested for salt spray and ammonia resistance according to IEC 61701 and IEC 62716, respectively.
- VSUN Solar solar PV modules support ambient operating temperatures from  $-40^{\circ}\text{C}$  to  $+85^{\circ}\text{C}$  ( $-40^{\circ}\text{F}$  to  $+185^{\circ}\text{F}$ ).
- Do not install modules above 6562 ft (2000 m) altitude above sea level.
- Some components of the modules can burn. Potential combustion products include oxides of carbon, nitrogen and silicon.
- Do not scratch off dirt. Use a soft cellulose cloth or sponge to carefully wipe off stubborn dirt. Do not use micro fleece wool or cotton cloths.
- Rinse dirt off with lukewarm water (dust, leaves, etc.)
- Use an alcohol based glass cleaner. Do not use abrasive detergents or tensides.
- Isopropyl alcohol (IPA) can be used selectively to remove stubborn dirt and stains within one hour after it appeared.
- Follow the safety guidelines provided by the IPA manufacturer.
- Do not let IPA run down between the module and the frame or into the module edges.

## Section 11: Toxicological Information

Small amounts of methanol may be present inside shipping cartons. Open cartons and allow to vent before removing units. No exposure to hazardous chemicals will occur when the units are in use.

## Section 12: Ecological Information (non-mandatory)

VSUN Solar PV modules are designed to withstand outdoor operating conditions for 25 or 30 years. Bio-degradation is not expected due to high chemical stability of the components.

## Section 13: Disposal Considerations (non-mandatory)

VSUN Solar PV modules should be recycled rather than dumped in a landfill. Raw materials of the product can be recovered by recycling companies. Disposal must be in accordance with national and local laws and regulations for electric /electronic waste.

## Section 14: Transport Information (non-mandatory)

VSUN Solar PV modules can be shipped via standardized container freight. Regulations for hazardous goods do not apply. For further details, please refer to the Packaging and Transport Information which can be provided as a separate document by VSUN.

## Section 15: Regulatory Information (non-mandatory)

- VSUN Solar PV modules are tested according to international standards IEC 61215, IEC 61730 as well as US standards UL 1703.
- Please refer to the Installation Manual and Product Data Sheet of the respective VSUN Solar PV module.

## Section 16: Other Information

- Date of initial creation of this product safety data sheet: July 1, 2020
- Date of last revision: Sep, 2021

# **Solar Panel** **Inverter** **Specifications**



# 100kW, 1500Vdc/480Vac String Inverters for North America

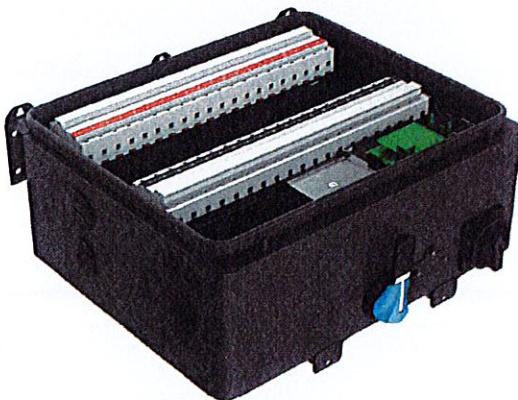


**CPS SCH100KTL-DO/US-480**

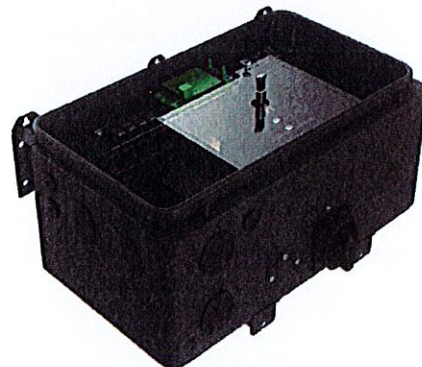
The 100kW high power CPS three-phase string inverters are designed for ground-mount applications with 480Vac service voltage. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiencies, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications. The CPS 100kW products ship with the Standard or Centralized Wire-box, each fully integrated and separable with AC and DC disconnect switches. The Standard Wire-box includes touch-safe fusing for up to 20 strings. The CPS FlexOM solution enables communication, controls and remote product upgrades.

## Key Features

- NFPA 70 and NEC compliant
- Touch-safe DC fuse holders adds convenience and safety
- CPS FlexOM Gateway enables remote firmware upgrades
- Integrated AC & DC disconnect switches
- 1 MPPT with 20 fused inputs for maximum flexibility
- Copper and Aluminum compatible AC connections
- NEMA Type 4X outdoor rated, tough tested enclosure
- Advanced Smart-Grid features (CA Rule 21 certified)
- kVA headroom yields 100kW @ 0.95PF
- Generous DC/AC inverter load ratios
- Separable wire-box design for fast service
- Standard 5-year warranty with extensions to 20 years



100KTL Standard Wire-box



100KTL Centralized Wire-box







Model Name	CPS SCH100KTL-DO/US-480
<b>DC Input</b>	
Max. DC input voltage	1500Vdc
Operating DC input voltage range	750-1450Vdc
Start-up DC input voltage / power	900Vdc / 200W
Number of MPP trackers	1
MPPT voltage range @ PF>0.99 <sup>1</sup>	760-1300Vdc
Max. PV input current (Isc x1.25)	275A
Number of DC inputs	20 PV source circuits, pos. & neg. fused with Standard Wire-box 1 input circuit, 1-2 terminations per pole, non-fused with Centralized Wire-box
DC disconnection type	Load-rated DC switch
DC surge protection	Type II MOV (with indicator/remote signaling), Up=2.5kV, In=20kA (8/20uS)
<b>AC Output</b>	
Rated AC output power @ PF>0.99	100kW
Max. AC apparent power <sup>2</sup>	100kVA (105.3kVA @ PF>0.95)
Rated output voltage	480Vac
Output voltage range <sup>3</sup>	423-528Vac
Grid connection type <sup>4</sup>	3-Phase / PE / N (neutral optional)
Max. AC output current @ 480Vac	120.3A / 126.7A
Rated output frequency	60Hz
Output frequency range <sup>3</sup>	57 - 63Hz
Power factor	>0.99 (±0.8 adjustable)
Current THD @ rated load	<3%
Max. fault current contribution (1 cycle RMS)	41.47A
Max. OCPD rating	200A
AC disconnection type	Load-rated AC switch
AC surge protection	Type II MOV (with indicator/remote signaling), Up=2.5kV, In=20kA (8/20uS)
<b>System and Performance</b>	
Topology	Transformerless
Max. efficiency	98.9%
CEC efficiency	98.0%
Stand-by / night consumption	<4W
<b>Environment</b>	
Enclosure protection degree	NEMA Type 4X
Cooling method	Variable speed cooling fans
Operating temperature range	-22°F to +140°F / -30°C to +60°C (derating from +108°F / +42°C)
Non-operating temperature range <sup>5</sup>	No low temp minimum to +158°F / +70°C maximum
Operating humidity	0-100%
Operating altitude	8202ft / 2500m (no derating)
Audible noise	<65dBA @ 1m and 25°C
<b>Display and Communication</b>	
User interface and display	LED indicators, WIFI + APP
Inverter monitoring	Modbus RS485
Site level monitoring	CPS FlexOM (1 per 32 inverters)
Modbus data mapping	SunSpec / CPS
Remote diagnostics / firmware upgrade functions	Standard / (with FlexOM Gateway)
<b>Mechanical</b>	
Dimensions (W x H x D)	45.28 x 24.25 x 9.84in (1150 x 616 x 250mm) with Standard Wire-box 39.37x24.25x9.84in (1000x616x250mm) with Centralized Wire-box
Weight	Inverter: 121lbs / 55kg; Wire-box: 55lbs / 25kg (Standard Wire-box); 33lbs / 15kg (Centralized Wire-box)
Mounting / installation angle	15 - 90 degrees from horizontal (vertical or angled)
AC termination	M10 stud type terminal [3Φ] (wire range: 1/0AWG - 500kcmil CU/AL, lugs not supplied) Screw clamp terminal block [N] (#12 - 1/0AWG CU/AL)
DC termination	Screw clamp fuse holder (wire range: #12 - #6AWG CU) with Standard Wire-box Busbar, M10 Bolts (wire range: #1AWG - 500kcmil CU/AL [1 termination per pole], #1AWG - 300kcmil CU/AL [2 terminations per pole], lugs not supplied) with Centralized Wire-box
Fused string inputs	20A fuses provided (fuse values up to 30A acceptable)
<b>Safety</b>	
Certifications and standards	UL1741-SA/SB Ed. 3, CSA-22.2 NO.107.1-01, IEEE1547-2018, FCC PART15
Selectable grid standard	IEEE 1547a-2014, IEEE 1547-2018 <sup>6</sup> , CA Rule 21, ISO-NE, HECO Rule 14H
Smart-grid features	Volt-RideThru, Freq-RideThru, Ramp-Rate, Specified-PF, Volt-VAR, Freq-Watt, Volt-Watt
<b>Warranty</b>	
Standard	5 years
Extended terms	10, 15, and 20 Years

1) See user manual for information regarding MPPT voltage range when operating at non-unity PF.

2) "Max AC apparent power" rating valid within MPPT voltage range and temperature range of -30°C to +40°C (-22°F to +104°F).

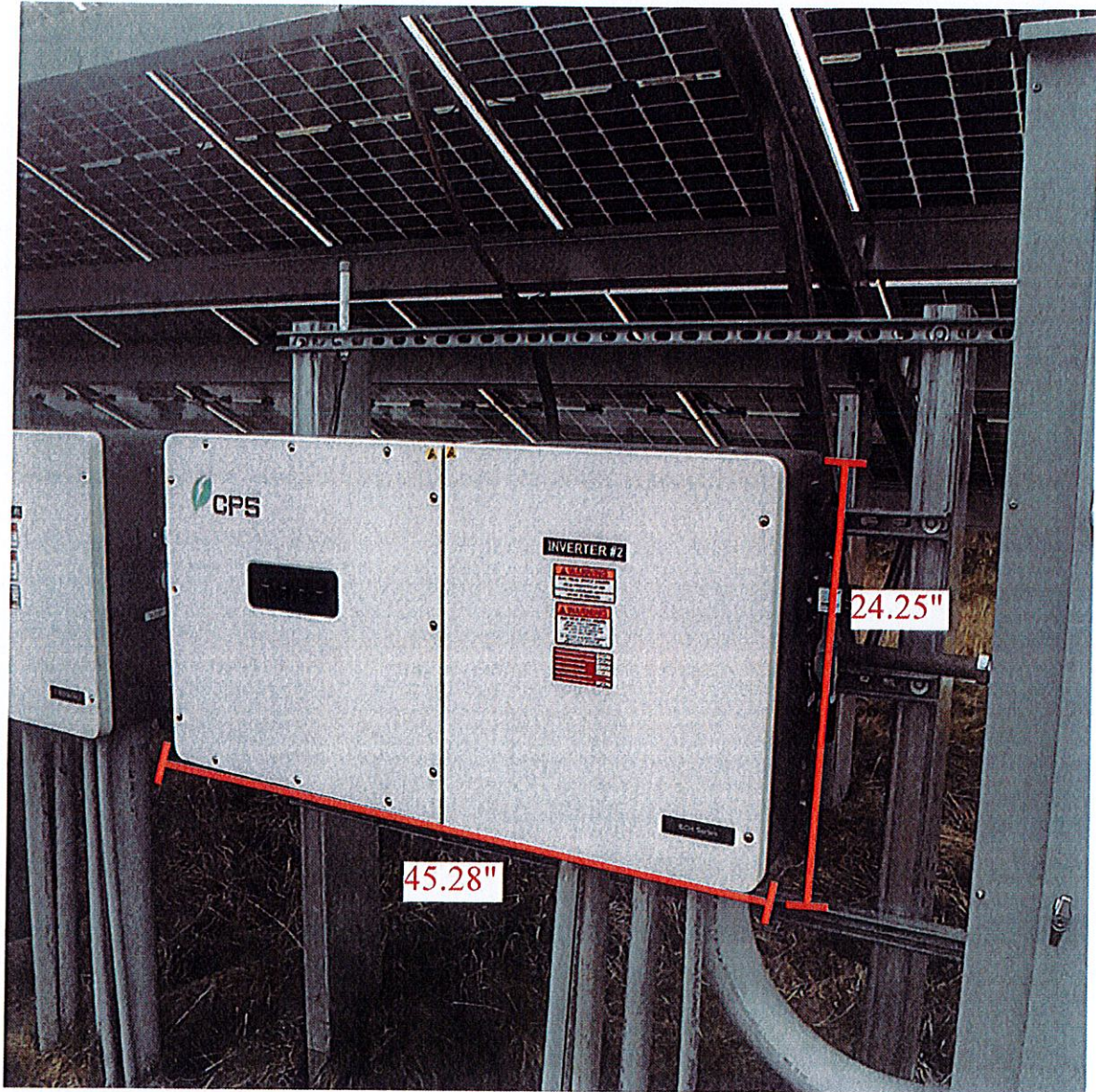
3) The "output voltage range" and "output frequency range" may differ according to the specific grid standard.

4) Wye neutral-grounded; Delta may not be corner-grounded.

5) See user manual for further requirements regarding non-operating conditions.

6) Firmware version 12.0 or later required.





Attached

 [CPS-SCH100KTL-DO-US-480-Datasheet-August-18-2022.pdf \(595 KB\)](#)

**From:** Seth Berry <[sberry@srenergylc.com](mailto:sberry@srenergylc.com)>  
**Sent:** Tuesday, December 20, 2022 11:43 AM  
**To:** Burget Associates Inc. <[jburget@burgetassociatesinc.com](mailto:jburget@burgetassociatesinc.com)>  
**Cc:** David Faust <[dfaust@srenergylc.com](mailto:dfaust@srenergylc.com)>; Doug Berry <[dberry@srenergylc.com](mailto:dberry@srenergylc.com)>

The audible noise is less than 65 dBA at 1 meter – which is equivalent to “normal human conversation”.

The audible noise is less than 37 dBA at 25 meters - which is equivalent to “whispering nearby”.

The inverters will also be installed behind a row panels which will further reduce noise outside of the solar array – see below picture.

[Sound Attenuation Calculator - Inverse Square Law](#) | [WKC Group](#)

#### Environment

Enclosure protection degree

Cooling method

Operating temperature range

Non-operating temperature range<sup>s</sup>

Operating humidity

Operating altitude

Audible noise

NEMA Type 4X

Variable speed cooling fans

-22°F to +140°F / -30°C to +60°C (derating from +108°F / +42°C)

No low temp minimum to +158°F / +70°C maximum

0-100%

8202ft / 2500m (no derating)

**<65dBA @ 1m and 25°C**



**VSUN Solar Panel**  
**Specifications**  
**with “Glare” data**

# PHOTOVOLTAIC MODULE INDEPENDENT ASSESSMENT

BLACK & VEATCH PROJECT NO. 409496

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PREPARED FOR

VIETNAM SUNERGY JOINT STOCK COMPANY

22 MARCH 2022



## **Authors**

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### 3.2.2.1 VSUNxxx-144BMH-DG

VSUN uses 2.0 mm thick semi-toughened safety glass for VSUNxxx-144BMH-DG module series as the front glass and 2.0 mm thick heat-strengthened back glass since it's a bifacial Modules. Black & Veatch noted that some leading module manufacturers use 2.5 mm thick tempered glass that may enhance the mechanical strength of the bifacial module. VSUN indicated that if there was a requirement from their clients for modules in high hail-impact areas, they would use 2.5mm thick tempered glass for bi-facial modules.

The glass used by VSUN has a low iron content and an anti-reflective coating (ARC). The white-light optical transmission of the 2.0 mm tempered glass is greater than 93.7% in the spectral range from 380nm to 1100nm.

The pencil hardness of the ARC on the glass is greater or equal to 4H. Black & Veatch is aware that leading module manufacturers utilize ARCs with pencil hardness of at least 4H.

Black & Veatch reviewed VSUN's glass specification requirements and the Standard Operating Procedure (SOP) for the incoming inspection of glass and verified that the supplier's product matches VSUN's requirements.

# **Solar Panel** **Health Data**





## Solar Array Impacts on Health...

### Quotes from Various Organizations and Studies

American Society of Clinical Oncology

***“There is no evidence that solar panels are causing cancer... in many cases, they’re offsetting other electricity generating sources that can contribute to air pollution which can cause (lung) cancer.” – N. Kittner, PHD, Dept of Environmental Sciences and Engineering, Gillings School of Global Public Health, University of North Carolina.***

***‘Most solar panels are largely made of glass and aluminum frame, along with other commonly used materials... the cells are made of silicon, a naturally occurring element.’***

***‘Electricity from solar panels and transmission to the power grid emits extremely weak electromagnetic fields. Exposure to low-level electromagnetic fields has been studied extensively, and there is no evidence that it is harmful to human health, according to the World Health Organization (WHO). In fact, the WHO notes that most scientists and doctors agree that if any health effects exist from low-level electromagnetic fields, they are likely to be very small compared to other health risks that people face in daily life.’***

NC State University- Health and Safety Impacts of Photovoltaics – T. Cleveland, 2017

*‘... they do generate electromagnetic fields (EMF), sometimes referred to as radiation. EMF produced by electricity is non-ionizing radiation, meaning the radiation has enough energy to move atoms in a molecule around (experienced as heat), but not enough energy to remove electrons from an atom or molecule (ionize) or to damage DNA... humans are all exposed to EMF throughout our daily lives without negative health impact. **Someone outside of the fenced perimeter of a solar facility is not exposed to significant EMF from the solar facility. Therefore, there is no negative health impact from the EMF produced in a solar farm.** The following paragraphs provide some additional background and detail to support this conclusion. Since the 1970s, some have expressed concern over potential health consequences of EMF from electricity, but no studies have ever shown this EMF to cause health problems. These epidemiological studies, which found an association but not a causal relationship, led the World Health Organization’s International Agency for Research on Cancer (IARC) to classify ELF magnetic fields as “possibly carcinogenic to humans”. Coffee also has this classification. This classification means there is limited evidence but not enough evidence to designate as either a “probable carcinogen” or “human carcinogen”. **Overall, there is very little concern that ELF EMF damages public health.** A task group of scientific experts convened by the World Health Organization (WHO) in 2005 concluded that there were no substantive health issues related to electric fields (0 to 100,000 Hz) at levels generally encountered by members of the public. **The relatively low voltages in a solar facility and the fact that electric fields are easily shielded (i.e.,***





*blocked) by common materials, such as plastic, metal, or soil means that there is no concern of negative health impacts from the electric fields generated by a solar facility.'*

Geistek Pharmaceuticals (clinical research organization serving biotech and pharmaceutical companies)

*Although some solar panels contain materials that can be toxic (thin film) most domestic solar panels (do not, and) are made from silicon technology, which is encapsulated by a robust glass and aluminum case...'*

*'Does electromagnetic radiation coming from the solar panels cause cancer? Studies of magnetic fields generated by roof-mounted solar panels are scarce, and no definitive conclusions can be drawn. Nevertheless, most research suggests that they are safe because electricity from solar panels and transmission to the electrical network emits extremely weak electromagnetic fields. The electricity that the solar panels produce is usually in the form of a direct current, which does not produce electromagnetic fields. Even if some solar panels are carrying AC power, the wires are well coated. Overall, electric magnetic fields produced by solar panels meet industry requirements established for all electrical devices by regulatory bodies, such as the FCC (Federal Communication Commission) in the United States. In fact, solar panels and solar farms may actually reduce the risk of cancer indirectly, because they are replacing other electricity-generating sources that can contribute to air pollution, which can cause cancer.'*

North Carolina Clean Energy Technology Center-2017

*"The health and safety risks associated with solar PV technology," it reads, "are extremely small, far less than those associated with common activities such as driving a car, and vastly outweighed by health benefits of the generation of clean electricity."*

*"Just like any scientific endeavor, it's really hard to say that the risk is zero," said Steve Kalland, the director of the Center, who's now holding county meetings across the state to engage North Carolinians on solar. "But the reality is, it is negligible."*

Ohio Department of Health Study – Bureau of Environmental Health & Radiation Protection

*'Electromagnetic Fields (EMF) Non-ionizing, low-frequency electromagnetic radiation, also known as an electromagnetic field (EMF) may be generated by certain components of solar farms, including power lines. However, based on available peer-reviewed literature to date, there are no known health risks that have been conclusively demonstrated to be caused by living near high-voltage power lines. Summary and ODH Assessment: Information to date*



*does not indicate a public health burden from EMFs generated by components, including power lines, at solar farms.*

World Health Organization

*'Electricity from solar panels and transmission to the power grid emits extremely weak electromagnetic fields. Exposure to low-level electromagnetic fields has been studied extensively, and there is no evidence that it is harmful to human health, according to the World Health Organization (WHO).'* January 4, 2022

National Renewable Energy Labs – Renewable Energy Program Office

*'Prior research and field investigations of electromagnetic emission (EME) from Solar PV arrays concluded that they produce extremely low frequency EME similar to electrical appliances and wiring....At a distance of 150 feet from the inverters, these fields dropped back to very low levels of 0.5 mG or less, and in many cases to much less than background levels'*

# **Solar Panel** **Property Value**



## Correcting the Myth that Solar Harms Property Value

It is a common misconception that ground mounted solar farms decrease nearby property values.

- Examining property value in states across the United States demonstrates that large-scale solar arrays often have no measurable impact on the value of adjacent properties, and in some cases may even have positive effects.
- Proximity to solar farms does not deter the sales of agricultural or residential land.
- Large solar projects have similar characteristics to a greenhouse or single-story residence. Usually no more than 10 feet high, solar farms are often enclosed by fencing and/or landscaping to minimize visual impacts.



Vegetative screening will grow to obscure panels from the road and nearby homes, when desired.

Photo Credit: Borrego Solar

## The Numbers

- A study conducted across Illinois determined that the value of properties within one mile *increased* by an average of 2 percent after the installation of a solar farm.<sup>1</sup>
- An examination of 5 counties in Indiana indicated that upon completion of a solar farm, properties within 2 miles were an average of 2 percent *more* valuable compared to their value prior to installation.<sup>2</sup>
- An appraisal study spanning from North Carolina to Tennessee shows that properties adjoining solar farms match the value of similar properties that do not adjoin solar farms within 1 percent.<sup>3</sup>

Paired Sale Analysis: Solar Farms and Adjoining Land		
	Potentially Impacted by Solar Farm	Adjusted Median Price Per SF
Control Area Sales (5)	No: Not adjoining solar farm	\$79.95
Adjoining Property 10 (Test Area)	Yes: Solar Farm was completed by the sale date	\$82.42
Difference		3.09%

Various studies have shown that solar can potentially have a positive impact on adjoining property value. The above table references one of many in a report written by CohnReznick.<sup>4</sup>

<sup>1</sup> Kirkland, Richard C. *Grandy Solar Impact Study*. Kirkland Appraisals, 25 Feb. 2016, kirdlandappraisals.com.

<sup>2</sup> Lines, Andrew. "Property Impact Study: Solar Farms in Illinois." *Mcleancounty.gov*, Nexia International, 7 Aug. 2018.

<sup>3</sup> McGarr, Patricia. *Property Value Impact Study*. Cohn Reznick LLP Valuation Advisory Services, 2 May 2018.



## Harmony with Nearby Residential and Agricultural Property

1. **Appearance:** Large solar projects have similar characteristics to a greenhouse or single-story residence. Usually no more than 10 feet high, solar farms are often enclosed by fencing and/or landscaping to minimize visual impacts.
2. **Noise:** Solar projects are effectively silent. Tracking motors and inverters may produce an ambient hum that is not typically audible from outside the enclosure.
3. **Odor:** Solar projects do not produce any byproduct or odor.
4. **Traffic:** Solar projects do not attract high volumes of additional traffic as they do not require frequent maintenance after installation.
5. **Hazardous Material:** PV modules are constructed with the solar cells laminated into polymers and the minute amounts of heavy metals used in some panels cannot mix with water or vaporize into the air. Even in the case of module breakage, there is little to no risk of chemicals releasing into the environment.<sup>5</sup>



A ground-mounted solar system sited in a rural area.

Credit: Blattner

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<sup>5</sup>"Clean Energy Results, Questions and Answers, Ground Mounted Solar Photovoltaic Systems." Energy Center, June 2015.  
<http://www.mass.gov/eea/docs/doer/renewables/solar/solar-pv-guide.pdf>



# **Solar Panel** **Recycling**

# End-of-Life Management for Solar Photovoltaics: Recycling



## SEIA PV Recycling Partner Network

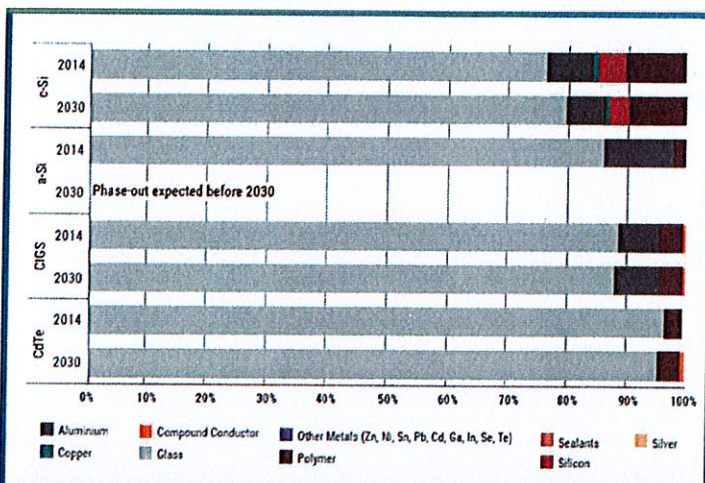
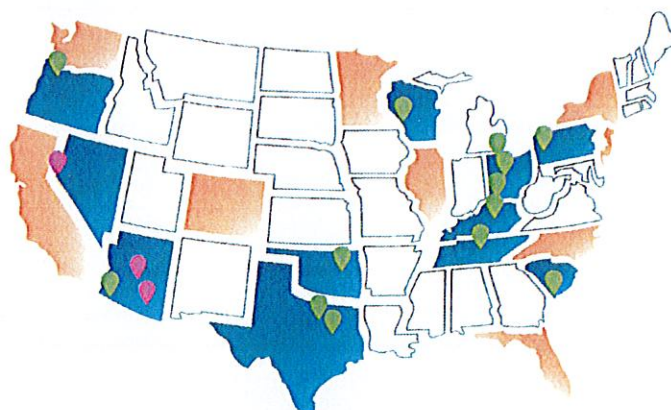
SEIA's PV Recycling Working Group has been actively seeking and developing recycling partners across the U.S since 2016. Over 95% of PV modules deployed in the U.S have been installed since 2012, and such modules will stay in service for more than 25+ years. Nonetheless some waste is generated when panels are damaged during production, shipment or installation, determined to be defective, by weather events, and for warranty-related claims.

SEIA's National Recycling Program is preparing now for larger volumes of waste to come in future years. Already SEIA's recycling partners have processed >4M pounds of PV modules and related equipment since the program launched.

While they offer specific benefits to SEIA members, the recyclers provide their services to interested installers, project and system owners, developers, distributors and other parties.

SEIA's current partners have prior expertise in recycling glass, polymeric, aluminum, scrap metal, and electronics; all of which provide a good foundation for recycling PV modules, inverters, racking systems and other components of a PV system. Our current network partners offer and provide services to SEIA members and industry throughout the U.S. SEIA is continually working to find new partners in more geographies to make recycling more accessible in areas where solar is installed.

The graphic below shows where SEIA's current partners are located and where we are in process of adding new partners. As we expand our network to more areas, we help partner companies to develop their processes and equipment for our technology. Overall, we aim to add 2-4 new partners yearly and for both new and existing partners to expand their collection and processing locations.



Source: IRENA and IEA-PVPS (2016), "End-of-Life Management: Solar Photovoltaic Panels," International Renewable Energy Agency and International Energy Agency Photovoltaic Power Systems.





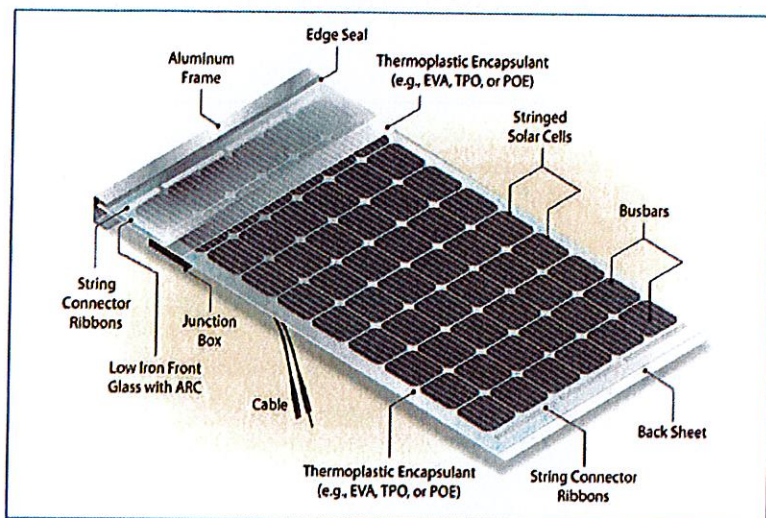
# End-of-Life Management for Solar Photovoltaics: Recycling



## Photovoltaic equipment and options for first end-of-life stages

Like many other durable products and construction materials, solar equipment can last for decades, particularly with proper maintenance. In some cases, PV modules can be reused or refurbished to have a 'second life' generating electricity. The other components of solar systems can also be handled responsibly. Inverters can be recycled as e-Waste and racking equipment can be re-utilized with newer technology or recycled like other metals.

SEIA advises manufacturers, system and project owners to consider reuse, refurbishment and / or recycling of first end-of-life PV modules, inverters, racking equipment and associated components when possible.



Source: NREL, *Crystalline Silicon Photovoltaic Module Manufacturing Costs and Sustainable Pricing*, 2019

## Recycling

While most PV panels produced today will have a useful life for decades, there is inevitable waste created during production, when panels are damaged during shipment or installation, determined to be defective, become obsolete or reach their end-of-life. High-value recycling can help minimize lifecycle impacts and recover valuable and energy-intensive materials, thereby increasing sustainability within the PV industry.

PV panels typically consist of glass, aluminum, copper, silver and semiconductor materials that can be successfully recovered and reused. By weight, more than 80 percent of a typical PV panel is glass and aluminum – both common and easy-to-recycle materials. Recycling of solar equipment is increasingly possible as more recyclers accept modules.

## Cooperation throughout the value chain

Research and development of PV-specific recycling equipment can optimize the recoverability and purity of reclaimed materials. The start-up and support of new organizations will help the industry extend the useful life of existing products while maintaining the quality and safety of the equipment. Working together with stakeholders from all these areas will help inform and develop policy appropriately so that end-of-life management solutions complement the deployment of solar.

SEIA and its members participate in research studies and projects, white papers, collaborative programs and present information, findings and research at stakeholder meetings, conferences and events to keep industry and others updated on our progress in developing end-of-life solutions.

R&D Organizations, Producers, Academia	Repair/Re-use/ Refurbishment Services	Recycling and Waste Management
<ul style="list-style-type: none"><li>• Public institutions</li><li>• Private organizations</li><li>• OEM Manufacturers</li><li>• Component Manufacturers</li></ul>	<ul style="list-style-type: none"><li>• Manufacturers</li><li>• Service providers</li><li>• Contractors</li><li>• Installers and EPCs</li><li>• Operations &amp; Maintenance companies</li><li>• Waste management companies</li><li>• Pre-treatment companies</li></ul>	<ul style="list-style-type: none"><li>• Public waste agencies</li><li>• Regulators</li><li>• Waste management companies</li><li>• Pre-treatment companies</li><li>• Manufacturers</li></ul>





# STANDARD AGREEMENT FOR THE SALE OF VACANT LAND

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

ASVL

## PARTIES

<b>BUYER(S):</b> <b>Solar Renewable Energy, LLC</b> or an entity created to purchase the property	<b>SELLER(S):</b> <b>Lynwood Corporation, Inc</b>
<b>BUYER'S MAILING ADDRESS:</b> 4550 Lena Drive, Suite 201, Mechanicsburg PA 17055	<b>SELLER'S MAILING ADDRESS:</b> 12582 SE Old Cypress Dr, HOBE SOUND, FL 33455-7925

## PROPERTY

☐ See Property Description Addendum

ADDRESS (including postal city) Spring Grove Baltimore st ZIP 17362

in the municipality of Spring Grove, County of York

in the School District of Spring Grove Area, in the Commonwealth of Pennsylvania.

Tax ID #(s): 73-000-DG-0016-00-00000 and/or

Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date; Control #):

## BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Buyer is not represented by a broker)

Broker (Company) <u>Berkshire Hathaway HomeServices Homesale Realty</u>	Licensee(s) (Name) <u>[REDACTED]</u>
Company License # <u>[REDACTED]</u>	State License # <u>[REDACTED]</u>
Company Address <u>1129 W Governor Road</u>	Direct Phone(s) <u>[REDACTED]</u>
<u>Hershey, PA 17033</u>	Cell Phone(s) <u>[REDACTED]</u>
Company Phone <u>717-533-8181</u>	Email <u>[REDACTED]</u>
Company Fax	Licensee(s) is (check only one):
Broker is (check only one):	<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
<input type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input checked="" type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

## SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Seller is not represented by a broker)

Broker (Company) <u>Rock Commercial Real Estate</u>	Licensee(s) (Name) <u>[REDACTED]</u>
Company License # <u>[REDACTED]</u>	State License # <u>[REDACTED]</u>
Company Address <u>221 W Philadelphia St Su 19</u>	Direct Phone(s) <u>[REDACTED]</u>
<u>York, PA 17401</u>	Cell Phone(s) <u>[REDACTED]</u>
Company Phone <u>(717) 854-5357</u>	Email <u>[REDACTED]</u>
Company Fax <u>(717) 854-5367</u>	Licensee(s) is (check only one):
Broker is (check only one):	<input type="checkbox"/> Seller Agent (all company licensees represent Seller)
<input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only)	<input checked="" type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

## DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent. By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials:

**DRB**  
01/04/23  
7:19 AM EST  
dotloop verified

ASVL Page 1 of 13

Seller Initials:

**[Signature]**  
01/04/23  
7:19 AM EST  
dotloop verified

1. By this Agreement, dated 01/04/2023,  
2. Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.
2. PURCHASE PRICE AND DEPOSITS (1-16)  
(A) Purchase Price \$ [REDACTED] to be paid by Buyer as follows:  
1. Initial Deposit, within 10 days (5 if not specified) of Execution Date, if not included with this Agreement: \$ 10,000  
2. Additional Deposit within        days of the Execution Date: \$         
3.        \$         
Remaining balance will be paid at settlement.
- (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.
- (C) Deposits, regardless of the form of payment and person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here:       ), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.
3. SELLER ASSIST (If Applicable) (2-12)  
Seller will pay \$ N/A or        % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.
4. SETTLEMENT AND POSSESSION (1-16)  
(A) Settlement Date is 05/08/2023 unless extended as stated in additional terms, or before if Buyer and Seller agree.  
(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.  
(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: Buyer shall pay any rollback taxes, interest and fees associated with removing the Property from agricultural use due to termination of the Clean and Green designation of the Property.  
For purposes of prorating real estate taxes, the "periods covered" are as follows:  
1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.  
2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.  
School tax bills for all other school districts are for the period from July 1 to June 30.  
(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:         
(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:         
(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.  
(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.
5. DATES/TIME IS OF THE ESSENCE (2-12)  
(A) Written acceptance of all parties will be on or before: 01/08/2023 01/23/2023 5 pm  
(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.  
(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.  
(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.  
(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

Buyer Initials:

[Signature]  
01/04/23  
7:19 AM EST  
dotloop verified

Seller Initials:

[Signature]

**6. ZONING (1-16)**

4-4 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdiv-  
4-5 dividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if  
4-6 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.  
4-7 **Zoning Classification, as set forth in the local zoning ordinance, shall not be a condition of this Agreement.**

**Zoning Classification**, as set forth in the local zoning ordinance:

## RESIDENTIAL OUTLYING

## 7. FIXTURES AND PERSONAL PROPERTY (6-20)

(A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens. Also included:

(B) The following items are not owned by Seller and may be subject to a lease or other financing agreement:

73 (C) EXCLUDED fixtures and items:

## 758. BUYER FINANCING (8-22)

(A) Buyer may elect to make this Agreement contingent upon obtaining mortgage financing. Regardless of any contingency in this Agreement, if Buyer chooses to obtain mortgage financing, the following terms apply:

1. Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(C), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.
2. Within \_\_\_\_\_ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay, at the time required by lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.
3. Seller will provide access to insurers' representatives and, as may be required by the mortgage lender(s), to surveyors, municipal officials, appraisers, and inspectors.
4. If the mortgage lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date.

(B) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the Property.

(C) **Mortgage Contingency**

- ☒ **WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict Buyer's right to obtain mortgage financing for the Property.
- ☐ **ELECTED.** This sale is contingent upon Buyer obtaining mortgage financing according to the terms outlined below. Upon receiving documentation demonstrating the mortgage lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the following terms, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than \_\_\_\_\_ (Commitment Date).

<b>First Mortgage on the Property</b> Loan Amount \$ _____ n/a Minimum Term _____ years Type of mortgage _____ For: <input type="checkbox"/> Land acquisition only <input type="checkbox"/> Land acquisition and construction <input type="checkbox"/> Other _____ Loan-To-Value (LTV) ratio not to exceed _____ % Mortgage lender _____	<b>Second Mortgage on the Property</b> Loan Amount \$ _____ Minimum Term _____ years Type of mortgage _____ For: <input type="checkbox"/> Land acquisition only <input type="checkbox"/> Land acquisition and construction <input type="checkbox"/> Other _____ Loan-To-Value (LTV) ratio not to exceed _____ % Mortgage lender _____
Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

122 Buyer Initials:



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**Seller Initials:**





1. The interest rate(s) and fee(s) provisions in Paragraph 8(C) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
2. Seller may terminate this Agreement after the Commitment Date by written notice to Buyer if:
  - a. Seller does not receive a copy of the documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) by the Commitment Date,
  - b. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) does not satisfy the loan terms outlined in Paragraph 8(C), OR
  - c. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Commitment Date, or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
3. Seller's right to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good-faith effort to obtain mortgage financing. Termination of this Agreement by Buyer due to the mortgage lender's denial of Buyer's mortgage application(s) may demonstrate bad faith by Buyer and result in the forfeiture of deposit monies to Seller.
4. If this Agreement is terminated pursuant to Paragraph 8(C)(2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 27 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
5. If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires a task(s) to be performed to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will comply with the lender's or insurer's requirements at Seller's expense.
  - a. If Seller complies with the mortgage lender's or insurer's requirements to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement.
  - b. If Seller will not comply with the mortgage lender's or insurer's requirements, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
    - 1) Comply with the mortgage lender's or insurer's requirements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
    - 2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

If Buyer fails to respond within the time stated above or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, comply with the mortgage lender's or insurer's requirements at Buyer's expense and agree to the RELEASE in Paragraph 29 of this Agreement.

**9. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)**

If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the Buyer submitted mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

**10. SELLER REPRESENTATIONS (1-16)**

**(A) Status of Water**

Seller represents that the Property is served by:

☒ Public Water ☐ Community Water ☐ On-site Water

**(B) Status of Sewer**

Seller represents that the Property is served by:

☒ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)  
☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)  
☒ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; Sewage Notice 4, if applicable)  
☒ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)

**2. Notices Pursuant to the Pennsylvania Sewage Facilities Act**

**Notice 1:** There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with

Buyer Initials:

  
01/20/23  
DocuSign verified

Seller Initials:

  
01/20/23  
DocuSign verified

administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

**Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act.** (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

**Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site.** Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

**Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

**Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations.** Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

- (C) Seller represents that Seller has no knowledge except as noted in this Agreement that: (1) The Property has been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, a Special Flood Hazard Area, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.
- (D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 10(C).
- (E) **Historic Preservation**  
Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_

**(F) Land Use Restrictions**

1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):
- ☐ Agricultural Area Security Law (Act 43 of 1981; 3 P.S. §901 et seq.)
- ☒ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
- ☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
- ☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
- ☐ Other \_\_\_\_\_

**Notices Regarding Land Use Restrictions**

- a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
- b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.
- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

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Seller Initials:

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(G) Public and/or Private Assessments

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments (excluding assessed value) have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: none known
2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: \_\_\_\_\_

(H) Highway Occupancy Permit

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation and/or the municipality. It should not be presumed that agricultural and other existing accesses or driveways are permitted.

11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement.

12. BUYER'S DUE DILIGENCE/INSPECTIONS (6-20)

(A) Rights and Responsibilities

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. Unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to this inspection is not waived by any other provision of this Agreement.
3. Buyer and/or anyone on the Property at Buyer's direction or on Buyer's behalf, will leave the Property in the same condition as when they arrived unless otherwise agreed upon by the parties. Buyer bears the risk of restoring or repairing the Property or reimbursing Seller for any loss of value.
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

(B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be performed in a non-invasive manner, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property & Environmental Inspections)

(C) For elected Inspection(s), Buyer will, within the Contingency Period(s) stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal(s) to Seller, according to the terms of Paragraph 13(B).

Property Inspections and Environmental Hazards

**Elected** Buyer may have a licensed or otherwise qualified professional conduct an inspection of the Property's water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. (See Notices Regarding Property & Environmental Inspections)

**Waived**  
☐ ☐

Deeds, Restrictions and Zoning

**Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: vacant property zoned residential

**Waived**  
☐ ☐

Water Service

**Elected** Buyer may obtain an inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the existing inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

**Waived**  
☐ ☐

Connection to Off-Site Water Source

**Elected** Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of Service Provider): \_\_\_\_\_ (See Paragraph 14)

**Waived**  
☐ ☐

On-Lot Sewage (If Applicable)

**Elected** Buyer may obtain an inspection of the individual on-lot sewage disposal system, which may include a hydraulic load test, from a qualified, professional inspector. If and as required by the existing inspection company, Seller, at Seller's expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

**Waived**  
☐ ☐

Buyer Initials:

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Seller Initials:

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**Connection to Off-Site Sewage Disposal System**

**Elected**

Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through (Name of Service Provider): \_\_\_\_\_ are acceptable to Buyer. (See Paragraph 15)

**Waived**

**Property and Flood Insurance**

**Elected**

Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases.

**Waived**

**Property Boundaries**

**Elected**

Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.

**Waived**

**Other**

**Elected**

\_\_\_\_\_

**Waived**

The inspections elected above do not apply to the following existing conditions and/or items: \_\_\_\_\_

**(D) Notices Regarding Property & Environmental Inspections**

- 1. Electromagnetic Fields:** Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.
- 2. Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly. Inquiries or requests for more information about hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120.
- 3. Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer or surveyor to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.

**13. INSPECTION CONTINGENCY (6-20)**

(A) The Contingency Period is 120 days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).

(B) Within the stated Contingency Period and as the result of any Inspection elected in Paragraph 12(C), except as stated in Paragraph 13(C):

- If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this Agreement, OR
- If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR
- If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.

The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

a. Following the end of the Contingency Period, Buyer and Seller will have \_\_\_\_\_ days (5 if not specified) for a Negotiation Period. During the Negotiation Period:

- (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
- (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement and the Negotiation Period ends.

b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within \_\_\_\_\_ days (2 if not specified) following the end of the Negotiation Period, Buyer will:

(1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this Agreement, OR

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Seller Initials:

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(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

(C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within \_\_\_\_\_ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer will notify Seller in writing of Buyer's choice to:

1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR
3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 29 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.

#### 14. ON-SITE WATER SERVICE APPROVAL CONTINGENCY

- ☐ NOT APPLICABLE. The Property has an existing water service and Buyer is not seeking approval to install an on-site water system.
- ☒ WAIVED. Buyer understands and acknowledges there may be no developed water system for the Property and that Buyer has the option to make this Agreement contingent on receiving municipal approval for the installation of an on-site water system. BUYER WAIVES THIS OPTION and agrees to the RELEASE in Paragraph 29 of this Agreement.

☐ ELECTED. Contingency Period: \_\_\_\_\_ days (15 if not specified) from the Execution Date of this Agreement.

1. Within the Contingency Period, Buyer will make a completed, written application for municipal approval for the installation of an on-site water system from \_\_\_\_\_ (municipality). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
3. If final, unappealable approval is not obtained by \_\_\_\_\_, Buyer will:
  - a. Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
  - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR
  - c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE in Paragraph 29 of this Agreement.

#### 15. INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY (1-16)

- ☒ NOT APPLICABLE. The Property has an existing sewage disposal system.
- ☐ WAIVED. Seller has provided to Buyer a current Site Investigation and Percolation Test Report on a form approved by the Pennsylvania Department of Environmental Protection. Buyer understands and acknowledges that Buyer is not required to accept the results of the Report provided by Seller and that Buyer has the option to make this Agreement contingent on receiving municipal approval for the installation of an individual on-lot sewage disposal system. BUYER WAIVES THIS OPTION and agrees to the RELEASE in Paragraph 29 of this Agreement.

☐ ELECTED. Contingency Period: \_\_\_\_\_ days (15 if not specified) from the Execution Date of this Agreement.

1. Within the Contingency Period, ☐ Buyer or ☐ Seller will make a completed, written application for municipal approval for the installation of an individual on-lot sewage disposal system from \_\_\_\_\_ (municipality). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
3. If final, unappealable approval is not obtained by \_\_\_\_\_, Buyer will:
  - a. Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
  - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR
  - c. Enter into a mutually acceptable written agreement with Seller, as acceptable to the lender(s), if any.

If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE in Paragraph 29 of this Agreement.

#### 16. REAL ESTATE TAXES AND ASSESSED VALUE (1-16)

In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the

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Seller Initials:

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property and result in a change in property tax. Certain improvements will result in the Property being reassessed and Buyer will receive an interim tax bill for the increased taxes due for the current tax period. This interim tax bill may not be covered by Buyer's tax escrow with the lender, if any.

**17. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (6-20)**

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(G) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
  - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 29 of this Agreement, OR
  - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 17(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:

- a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
- b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:

- (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 29 of this Agreement and make the repairs at Buyer's expense after settlement, OR
- (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 17(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 17(B)(3) will survive settlement.

**18. PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (2-12)**

(A) Property is NOT or part of a Planned Community unless checked below.

☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in section 5407(a) of the Act.

(B) ☒ THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A PLANNED COMMUNITY.

1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 27 of this Agreement.
4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for:
  - (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
  - (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
  - (3) Appraisal fees and charges paid in advance to mortgage lender.

Buyer Initials:

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Seller Initials:

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19. TITLES, SURVEYS AND COSTS (6-20)

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.
- (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.
- (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller will promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.
- (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 19(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 27 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 19(C) items (1), (2), (3) and in Paragraph 19(E).
- (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

☐ Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.

(I) COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

- (J) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here:

☐ Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.

2. Notices Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

20. MAINTENANCE AND RISK OF LOSS (1-16)

- (A) Seller will maintain the Property (including but not limited to grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (B) If any part of the Property included in the sale is damaged or fails before settlement, Seller will:
1. Repair or replace that part of the Property before settlement, OR
  2. Provide prompt written notice to Buyer of Seller's decision to:
    - a. Credit Buyer at settlement for the fair market value of the damaged or failed part of the Property, as acceptable to the mortgage lender, if any, OR
    - b. Not repair or replace the damaged or failed part of the Property, and not credit Buyer at settlement for the fair market value of the damaged or failed part of the Property.
  3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:

Buyer Initials:

  
01/04/23  
7:19 AM EST  
dotloop verified

Seller Initials:





- a. Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
- b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

**If Buyer fails to respond within the time stated in Paragraph 20(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.**

(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

**21. RECORDING (9-05)**

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

**22. ASSIGNMENT (2-12)**

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

**23. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

**24. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-16)**

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (the transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

**25. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (1-16)**

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police website at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).

**26. REPRESENTATIONS (2-12)**

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) Any repairs required by this Agreement will be completed in a workmanlike manner.

(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

**27. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 27(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

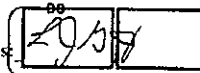
(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.

Buyer Initials:

 01/04/23  
7:19 AM EST  
dotloop verified

Seller Initials:



4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 27(C))
- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 30 days (180 if not specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof), or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.
- (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 27 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
  2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
  3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) Unless otherwise checked in Paragraph 27(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
  2. As monies to be applied to Seller's damages, OR
  3. As liquidated damages for such default.
- (G) ☒ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 27(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (I) Brokers and licensees are not responsible for unpaid deposits.

**28. MEDIATION (7-20)**

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

**29. RELEASE (1-16)**

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all obligations, claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

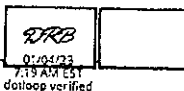
**30. REAL ESTATE RECOVERY FUND (1-18)**

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

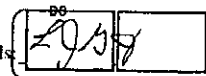
**31. COMMUNICATIONS WITH BUYER AND/OR SELLER (2-12)**

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to Paragraph 18. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

Buyer Initials:

 DRB  
07/04/23  
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DocuSign verified

Seller Initials:

 29/5/23

32. HEADINGS (1-16)

The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

33. SPECIAL CLAUSES (2-12)

(A) The following are part of this Agreement if checked:

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)  
☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)  
☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)  
☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)  
☐ Short Sale Addendum to Agreement of Sale (PAR Form SHS)  
☐ Appraisal Contingency Addendum (PAR Form ACA)

☒ The Property is subject to a lease with a farmer for a crop to be planted and harvested in the fall of 2023. Any and all rents paid pursuant to this lease shall be Sellers.

(B) Additional Terms:

This sale is contingent and contingent upon the following:  
1) Seller hereby grants the Buyer a one hundred and twenty (120) day period to obtain municipal approvals for use as a solar farm and PPL approval to connect to their three phase power lines sufficient for 2 MW with an interconnection cost of less than \$100,000. If the Buyer is diligently pursuing PPL approval and municipal approvals including zoning with the local township but said approval have not been granted yet Buyer may extend this time period for an additional ninety days (90 days). Day count commences the day after full execution of this contract. If Buyer has not obtained PPL approval and municipal and zoning approval with local township by dates specified, the deposit shall be promptly returned to the Buyer and this contract shall be void.  
2) Seller grants to Buyer a ninety (90) day general due diligence period to conduct studies of engineering, environmental and any other studies that the Buyer deems necessary. If the Buyer rejects the findings of any due diligence studies for any or no reason and provides written notice to the Seller on or before the ninety (90) day a notice to terminate, then this contract shall be void and the Deposit shall be promptly returned to the Buyer.

Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

☒ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

☒ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

☒ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

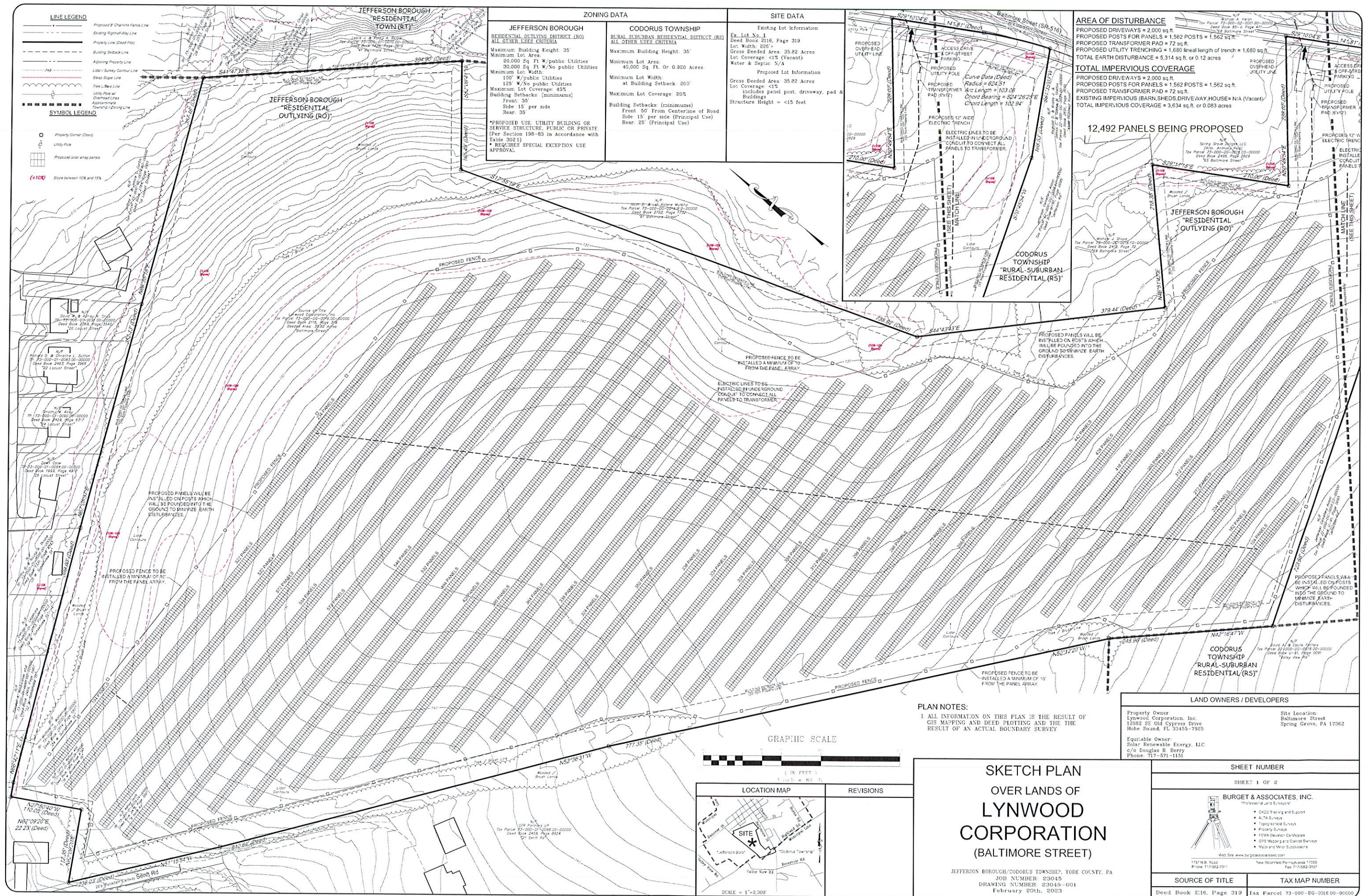
BUYER Douglas R Berry DATE \_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

SELLER Douglas R Berry President DATE 01/20/2023 | 9:51:56 AM EST  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_







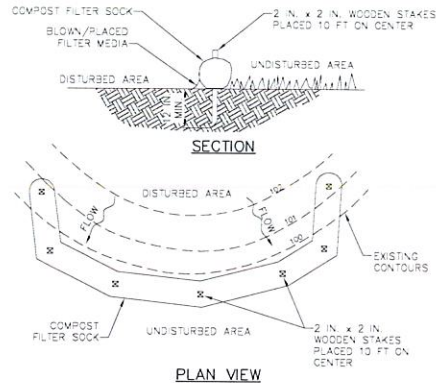


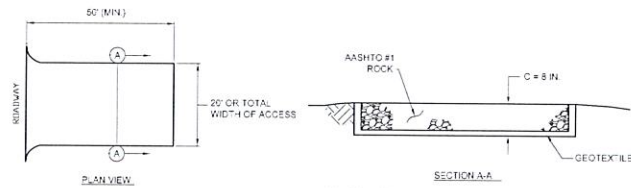
TABLE 4.1 Compost Sock Fabric Minimum Specifications					
Material Type	3 mil HDPE	5 mil HDPE	6 mil HDPE	Multi-Fluorine Polypropylene (MFP)	Heavy Duty Multi-Fluorine Polypropylene (HDMFP)
Material Characteristics	Photo-degradable	Photo-degradable	Photo-degradable	Photo-degradable	Photo-degradable
Stock Dimensions	12" x 18"	12" x 18"	12" x 18"	12" x 18"	12" x 18"
Mesh Opening	3/8"	3/8"	3/8"	3/8"	3/8"
Tensile Strength	25 psi	25 psi	25 psi	44 psi	203 psi
UV Radiation Stability %	22% at 1000 hr	22% at 1000 hr	22% at 1000 hr	100% at 1000 hr	100% at 1000 hr
Minimum Functional Longevity	6 months	9 months	6 months	1 year	2 years
Notes:					
Inner Confinement Netting			TENS: 100% at 1000 hr UV: 100% at 1000 hr Stock fabric composed of biopolymer or biopolymer blend 100% or more.		
Outer Filtration Mesh			TENS: 100% at 1000 hr UV: 100% at 1000 hr Stock fabric composed of biopolymer or biopolymer blend 100% or more.		
Stock fabric composed of biopolymer or biopolymer blend 100% or more.					

TABLE 4.2 Compost Standards	
Organic Matter Content	24-100% (dry weight basis)
Grass & Forage	100% (dry weight basis)
Moisture Content	50-75%
Particle Size	1/8" - 1/4" (dry weight basis)
Soil Solubility	1.0-1.5% (dry weight basis)

TABLE 4.3 Fabric Properties for All Cases		
Fabric Property	Minimum Acceptable Value	Test Method
Grass & Forage Content	100%	ASTM D 1997
Moisture Content	50-75%	ASTM D 1997
Particle Size	1/8" - 1/4"	ASTM D 1997
Soil Solubility	1.0-1.5%	ASTM D 1997
UV Radiation Stability	100% at 1000 hr	ASTM D 1997
UV Radiation Stability	100% at 1000 hr	ASTM D 1997

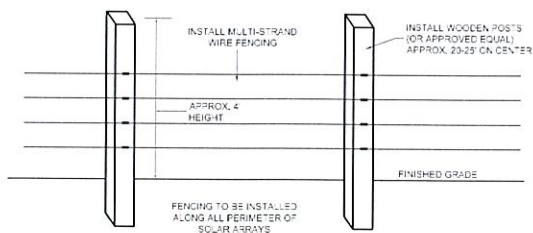
NOTES:  
SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL.  
COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.  
COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 6 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA.  
TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.  
ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.  
COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT.  
DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.  
BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS.  
PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.  
UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

#### STANDARD CONSTRUCTION DETAIL #4-1 COMPOST FILTER SOCK NOT TO SCALE

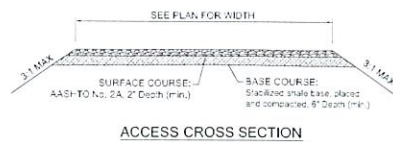


#### STANDARD CONSTRUCTION DETAIL ROCK CONSTRUCTION ENTRANCE NOT TO SCALE

MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. AT THE END OF EACH CONSTRUCTION DAY, ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE.



#### FENCE DETAIL NOT TO SCALE



#### ACCESS CROSS SECTION NOT TO SCALE

RECOMMENDED SEEDING MIXTURES  
(apply & maintain the following or similar seeding mixtures in and around the proposed solar array facility).

#### Fuzz & Buzz Mix – Standard

##### Mix Composition

26.4% *Lolium perenne*, 'Crane', Tetraploid (Perennial Ryegrass, 'Crane', Tetraploid)  
21.0% *Dactylis glomerata*, 'Potomac' (Orchardgrass, 'Potomac')  
11.9% *Poa pratensis*, 'Ginger' (Kentucky Bluegrass, 'Ginger' (pasture type))  
12.0% *Bromus biebersteini*, 'Fleet' (Meadow Broom, 'Fleet')  
5.7% *Trifolium hybridum* (Alsike Clover)  
5.0% *Festuca elatior* & *Lolium perenne*, 'Duo' (Festulolium, 'Duo')  
4.8% *Trifolium pratense*, 'Medium, Variety Not Stated' (Red Clover, Medium, Variety Not Stated)  
2.0% *Lolium corniculatus*, 'Leo' (Wild's Foot Trifolium, 'Leo')  
1.4% *Chamaecrista fasciculata*, 'PA Ecotype' (Peritriche Pea, PA Ecotype)  
1.0% *Linus perenne* (Dovesfoot Blue Flax)  
0.9% *Coreopsis lanceolata* (Lanceoleaf Coreopsis)  
0.5% *Chrysanthemum leucanthemum* (Oxeye Daisy)  
0.4% *Roldaga nemoralis*, 'PA Ecotype' (Gray Goldenrod, PA Ecotype)

##### General Product Information:

Item Number: ERNHK-146  
Product Categories:  
Forage & Pasture Sites, Solar Sites  
Seeding Rates: Expect to apply about 40 lbs per acre with a cover crop of annual ryegrass 12 lbs/acre

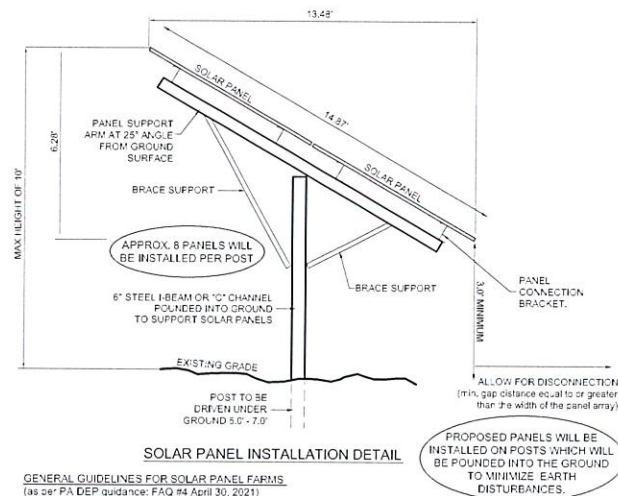
#### Sheep Pasture Mix

##### Mix Composition

57.1% *Festuca elatior* & *Lolium perenne*, 'Duo' (Festulolium, 'Duo')  
42.9% *Medicago sativa* (Alfalfa)

##### General Product Information:

Seed with a cover crop of oats at 30 lb per acre. Once the oats reach a height of 12"-16", they can be cut back to 6". Mix formulations are subject to change without notice depending on the availability of existing and new products. While the formula may change, the guiding philosophy and function of the mix will not.  
Item Number: ERNHK-107-1  
Product Categories:  
Forage & Pasture Sites  
Heights: 1.3 – 3.0 Ft  
Seeding Rate: 35 lb per acre



#### SOLAR PANEL INSTALLATION DETAIL NOT TO SCALE

##### GENERAL GUIDELINES FOR SOLAR PANEL FARMS (as per PA DEP guidance: FAQ #4 April 30, 2021)

- Minimize earth disturbances & maintain natural vegetative cover with the use of low impact construction techniques & equipment.
- Utilize disconnection to distribute deeper stake up-drift into street flow.
- Post-construction condition should have a minimum of 90% perennial vegetative cover with a uniform 70% vegetative cover with a "reason" condition with preferred deep-rooted vegetation.
- Any seasonal mowing should maintain a cut height of at least 4 inches.
- Vegetated areas should not be subject to chemical fertilization or herbicide/pesticide application(s).
- Avoid soil compaction by vehicular traffic during & after construction of solar arrays.
- Buffers should be maintained to sensitive features (i.e. watercourses, wetlands, etc.).
- Avoid direct runoff to areas prone to flooding issues.
- Avoid steep slopes areas & soil areas prone to slip potential.
- Arrangement of panels should allow for:
  - allow for sheet flow runoff between each module to reduced concentrated flows
  - allow for vegetation growth beneath the panel AND between the arrays
  - allow for disconnection to infiltrate the upslope array (min. gap distance equal to or greater than the width of the panel array)
- Minimize vertical clearance of solar array while retaining sufficient height for to sustain perennial deep-rooted vegetation to optimize infiltration.

#### OPERATION AND MAINTENANCE PROGRAM FOR SOLAR PANEL FARMS (as per PA DEP guidance: April 30, 2021)

THE PURPOSE OF THESE INSTRUCTIONS IS TO IDENTIFY THE OWNERSHIP AND MAINTENANCE ACTIVITIES ASSOCIATED WITH THE PROPOSED FACILITIES. THE SITE IMPROVEMENTS HAVE BEEN DESIGNED TO CONTROL STORMWATER RUN-OFF AND PROVIDE SHEET FLOW OF STORMWATER DISCHARGES MEETING THE GUIDELINES PROVIDED BY THE PA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE FOLLOWING INSPECTIONS & MAINTENANCE PRACTICES SHALL BE THE RESPONSIBILITY OF THE SITE OWNER(S) THROUGHOUT THE LIFE OF THE SITE IMPROVEMENTS.

SOLAR PANEL ARRAY FACILITY		
INSPECTION AND MAINTENANCE ACTIVITY	FREQUENCY	REMEDIATION OPTIONS
PLANTINGS BARE SPOTS	YEARLY (YEAR 1 & BEYOND)	RESEED VEGETATION AS NEEDED
PLANTINGS WEED CONTROL & GROWTH MONITORING	SEASONAL (YEAR 1 & BEYOND)	MONITOR WEED GROWTH. MOW 3-4 TIMES PER YEAR TO MAINTAIN A HEALTHY PLANT-DIGHT OF AT LEAST 4 INCHES
A WRITTEN REPORT SHALL BE PREPARED THAT DOCUMENTS THE BMP'S INSPECTION AND/OR REPAIR OPERATIONS		

#### LAND OWNERS / DEVELOPERS

Property Owner:  
Lynwood Corporation, Inc.  
18582 SE Old Cypress Drive  
Hobe Sound, FL 33455-7925  
Site Location:  
Baltimore Street  
Spring Grove, PA 17362  
Equitable Owner:  
Solar Renewable Energy, LLC  
c/o Douglas B. Berry  
Phone: 717-571-1151

## SKETCH PLAN OVER LANDS OF LYNWOOD CORPORATION (BALTIMORE STREET)

JEFFERSON BOROUGH/CODORUS TOWNSHIP, YORK COUNTY, PA  
JOB NUMBER: 23045  
DRAWING NUMBER: 23045-001  
February 20th, 2023

SOURCE OF TITLE	TAX MAP NUMBER
Deed Book 2116, Page 319	Tax Parcel 73-000-00-003-00000
SHEET NUMBER	
Sheet 2 of 2	
REVISIONS	BURGET & ASSOCIATES, INC.
	<ul style="list-style-type: none"> <li>CAED "Survey and Support"</li> <li>ALTA Surveys</li> <li>Topographical Surveys</li> <li>Property Surveys</li> <li>NEW Easement Conveyances</li> <li>GPS Mapping and Control Surveys</li> <li>Water and Marsh Surveys</li> </ul>
	Web Site: <a href="http://www.burgetassociates.com">www.burgetassociates.com</a> 1797 N.B. Road P.O. Box 71-582-7016 New Bloomfield Pennsylvania 17068 Tel: 717-582-7016 Joe Allen, Burget, Jr., PLS







Rachel Vega <zoning@jeffersonborough.com>

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## Jefferson Solar Farm

1 message

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Rachel Vega [redacted]  
To: "zoning@jeffersonborough.com" <zoning@jeffersonborough.com>

Mon, Feb 27, 2023 at 8:24 AM

I am writing to support the proposed solar farm in Jefferson borough. Our community needs to do its part to stop climate change by supporting investments in clean energy.

Sincerely,

Linda L. Martin

[redacted]  
48 Hanover Street

Jefferson Borough

[redacted]  
443-799-5587

**Exhibit C**