

CHAIRMAN
Martin P. Honigberg

COMMISSIONER
Robert R. Scott

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE JUN 10 '15 AM 9:58 DAS



PUBLIC UTILITIES COMMISSION
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

5D
Mace
23
TDD Access: Relay NH
1-800-735-2964
Tel. (603) 271-2431
FAX No. 271-3878
Website:
www.puc.nh.gov

June 10, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Her Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the New Hampshire Public Utilities Commission (Commission) to amend an award of grant funds to Water Street Solar 1, LLC, Vendor #257327, by extending the completion date from June 30, 2015 to December 31, 2015. The original contract in the amount of \$1,220,000 to Water Street Solar 1, LLC, was approved by the Governor and Executive Council on January 15, 2014, Item #30A to install a ground mounted solar photovoltaic electric generation system at the Town of Peterborough's Waste Water Treatment facility. Funding is 100% Renewable Energy Fund (REF), a non-lapsing special fund continually appropriated to the Commission pursuant to RSA 362-F:10. No additional funding is involved in this time extension.

EXPLANATION

Under the terms of its grant agreement, Water Street Solar 1, LLC will install, operate and monitor a solar photovoltaic system at the Town of Peterborough's Waste Water Treatment facility. This will be the largest solar photovoltaic system in New Hampshire and will generate an estimated 1,150 megawatt hours of electricity per year. Water Street Solar 1, LLC will use an innovative and cost-effective power purchase agreement (PPA) with the Town of Peterborough that will allow the town to reduce its electricity costs.

The project was originally scheduled to be completed in eighteen months. However, delays in the construction schedule were caused by early, severe, and prolonged winter weather, evidenced by Governor Hassan's recent request for a Federal Disaster Declaration for three counties, including Hillsborough County where Peterborough is located, resulting from the blizzard which occurred between January 26 and 28, 2015. Accordingly, the Commission is requesting a six-month no-cost extension for Water Street Solar 1, LLC. This extension will allow for full use of the improved weather conditions to complete the system installation and for the local electric distribution utility to make necessary local upgrades to its facilities and interconnect the system. All other provisions of the grant remain in effect.

Your consideration of this request is appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Honigberg".

Martin P. Honigberg
Chairman

Attachments:

Amendment and copy of original grant contract
Governor Hassan's Disaster Declaration Request Cover Letter of March 13, 2015

**CONTRACT FOR SERVICES
STATE OF NEW HAMPSHIRE
and
Water Street Solar 1, LLC.**

Amendment No. 1

This Agreement (hereinafter called the "Agreement") dated this ____ day of May, 2015 is by and between the State of New Hampshire, acting by and through its Public Utilities Commission (hereinafter referred to as the "PUC") and Water Street Solar 1, LLC, acting agent Andrew Miller (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council as Item #30A on January 15, 2014, the Grantee agreed to install, operate and monitor a solar photovoltaic system at the Town of Peterborough's Waste Water Treatment facility based upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, the Grantee and the PUC have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of the Agreement: The completion date as set forth in paragraph 1.6 of the approved grant agreement shall be changed to extend the completion date from June 30, 2015 to December 31, 2015.
2. Effective Date of Amendment: This Amendment shall take effect upon Governor and Executive Council approval.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

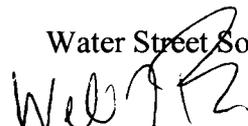
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Public Utilities Commission

By: 

Martin P. Honigberg, Chairman

Water Street Solar 1, LLC

By: 

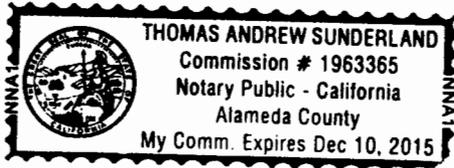
William Bush, Authorized Signatory

STATE OF CALIFORNIA

County of Alameda

On this 7th day of May, 2015 before me personally appeared, William Bush of Water Street Solar 1, LLC, who executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereto set my hand and official seal.



By: *Thomas A. Sunderland*

Notary Public Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 3rd day of ~~April~~, 2015.

June

By: *Brian Buonamano*

Brian Buonamano, Assistant ~~District~~ Attorney General

**SPECIAL POWER OF ATTORNEY
FOR ACTIONS RELATING TO SPECIAL PURPOSE ENTITIES**

WHEREAS, the Borrego Solar Systems, Inc. ("Company") whose address is 360 22nd Street, Suite 600, Oakland, CA 94612, formed 1115 Solar Development, LLC ("Project Holdco") to form and own subsidiaries, which in turn would own, operate, design, install and finance commercial solar electric systems ("Project Entities");

WHEREAS, the Company is the sole member and manager of Project Holdco, which has no officers and;

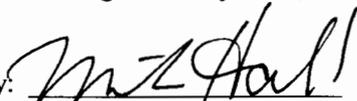
WHEREAS, the Company has or may enter into various documents in connection with the Project Holdco or the Project Entities, directly or through Project Holdco, including limited liability company agreements, limited liability certificates and any other filings whatsoever with the Secretary of State of States where Project Entities may be formed or where their projects or other assets may be located, as well as contracts and other documents of any kind relating to the Project Entities (collectively, the "Transaction Documents"),

NOW, KNOW ALL MEN BY THESE PRESENT, THAT I, Michael Hall, Chief Executive Officer of Borrego Solar Systems, Inc. ("Company"), the sole member and manager of Project Holdco, desiring on behalf of the., Company and Project Holdco to execute a SPECIAL POWER OF ATTORNEY, hereby appoint, William Bush, Chief Financial Officer of the Company, as attorney-in-fact of both the Company and Project Holdco to act as follows, GRANTING unto such Attorney-in-Fact full power to:

- Form any Project Entity;
- File with the Secretary of State of any State any Transaction Document on behalf of Project Holdco or any Project Entity;
- Execute and deliver any and all documents and to take such other action as such Attorney-in-Fact deems necessary and appropriate to carry out the purpose and intent of the foregoing rights and powers.

Any and all actions heretofore taken by such Attorney-in-Fact in connection with the transactions contemplated by the foregoing rights and powers are hereby adopted, ratified, confirmed and approved in all respects as actions of the Company or Project Holdco as applicable. This SPECIAL POWER OF ATTORNEY shall be valid and may be relied upon by any third parties until such time as any revocation is recorded in the recorder's office of the county where the applicable Project Entity or its assets is located.

By: Borrego Solar Systems, Inc.

By: 

Name: Michael Hall

Title: Chief Executive Officer

DATED this the 3RD day of MAY, 2015

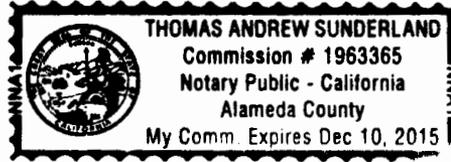
County of Alameda, State of California

Thomas A. Sunderland

My Commission Expires:

December 10, 2015

Commission # 1963365



ACKNOWLEDGMENT

State of California

County of Alameda)

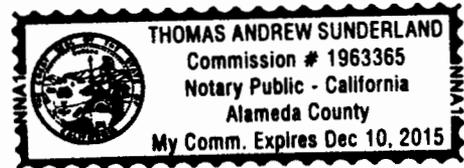
On May 3rd, 2015 before me, Thomas Andrew Sunderland
(insert name and title of the officer)

personally appeared Michael Adam Hall,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Water Street Solar 1, LLC a(n) Delaware limited liability company registered to do business in New Hampshire on November 1, 2013. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of May, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

BORREGO SOLAR SYSTEMS, INC.

OFFICER CERTIFICATE

June 2, 2015

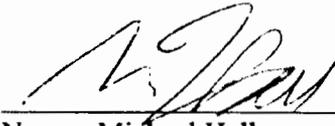
The undersigned is a duly appointed officer of Borrego Solar Systems, Inc., a California Corporation ("**Company**"), whose address is 360 22nd Street, Suite 600, Oakland CA, with authority to provide this Certificate, pursuant to that Special Power of Attorney For Actions Relating to Special Purpose Entities dated May 3, 2015 ("**Special POA**"), does hereby certify to the following:

- (1) Company formed 1115 Solar Development, LLC ("**Project Holdco**"), and is the sole member and manager of Project Holdco; and
- (2) Project Holdco had full authority to form and did form Water Street Solar 1, LLC ("**Water Street**"), and is the sole member and manager of Water Street; and
- (3) All rights granted by the undersigned in the Special POA to William Bush, Chief Financial Officer, to act as attorney-in-fact for Project Holdco and the Project Entities formed by Project Holdco have been and are granted for the avoidance of doubt to act as attorney-in-fact for Water Street.

Capitalized terms not defined herein have the definitions set forth in the Special POA.

[The remaining portion of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Certificate has been executed as of the date first written above.

A handwritten signature in black ink, appearing to read "Michael Hall", written over a horizontal line.

Name: Michael Hall
Title: Chief Executive Officer,

THE STATE OF NEW HAMPSHIRE



CHAIRMAN
Amy L. Ignatius

COMMISSIONERS
Michael D. Harrington
Robert R. Scott

EXECUTIVE DIRECTOR
Debra A. Howland

TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

1/15/2014
1:30 PM
1034955

January 15, 2014

RQ #: 143960
WU #: 2158493
PO #: 1034955

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Her Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the New Hampshire Public Utilities Commission (Commission) to award grant funds in the amount of \$1,220,000.00 to Water Street Solar 1, LLC (vendor registration in process) to install a ground mounted solar photovoltaic array at the Town of Peterborough Waste Water Treatment facility, from the date of Governor and Council approval through June 30, 2015. Funding is 100% Renewable Energy Fund (REF), a non-lapsing special fund continually appropriated to the commission pursuant to RSA 362-F:10.

Funding is authorized from the account "Grants to Institutions – State" as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02-81-81-811010-54540000 Renewable Portfolio Standard 362-F:10

| | FY2014 | FY2015 | Total |
|---|--------------|--------------|----------------|
| 010-081-54540000-073-500579 Grants to Institutions – State | \$900,000.00 | \$320,000.00 | \$1,220,000.00 |

EXPLANATION

Pursuant to RSA 362-F:10, the Commission is charged with administering the Renewable Energy Fund (REF), the purpose of which is to support thermal and electric renewable energy initiatives.

The Commission issued a Request for Proposals (RFP) on May 6, 2013, for renewable energy projects in the commercial and industrial sectors. The RFP was developed in consultation with the state's Energy Efficiency and Sustainable Energy Board, other state agencies, and stakeholders in the renewable energy sector. The RFP is funded with monies from the REF pursuant to RSA 362-F:10 and issued pursuant to legislation passed in 2010,

G&C 1/15/2014
Page 1 of 2
Initials: AZ
Date: 1/16/14

HB 1270, stating that the PUC shall issue requests for proposals annually for renewable energy projects in the commercial and industrial sectors.

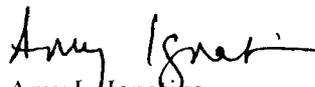
The Commission received thirty-five proposals requesting a total of \$21 million in funds in response to the RFP. The Water Street Solar 1, LLC and nine others have been selected to receive a total of \$3,812,980.00 in this funding round. Attachment A provides additional information on the grant review and award process.

With these funds, Water Street Solar 1, LLC will install, operate and monitor a solar photovoltaic system at the Town of Peterborough's wastewater treatment facility. This will be the largest solar photovoltaic system in New Hampshire and will generate an estimated 1,150 megawatt hours of electricity per year. Water Street Solar 1, LLC will use an innovative and cost-effective power purchase agreement (PPA) with the Town of Peterborough that will allow the town to reduce its electricity costs.

The REF grant used for this project is well leveraged with a significant investment of over \$1.4 million financed with sponsor equity, a tax equity investor and a term loan. The project will also generate approximately 1,150 Class II renewable energy certificates annually to help the State attain its Renewable Portfolio Standards goals. The PPA arrangement with the Town will demonstrate a model that other municipalities can use to generate renewable, on-site electricity at a cost savings.

The grant is contingent on sufficient REF funds being available upon the effective date of the grant agreement. These funds have already been allocated to this RFP round, and are being held in the fund. In the event that the REF funds are insufficient or are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


Amy L. Ignatius
Chairman

Attachments:
Agreement with Exhibits
Bidding Information

ATTACHMENT A - GRANT REVIEW PROCESS

The PUC issued a Request for Proposals (RFP) on May 6, 2013 for thermal or electric renewable energy projects in the commercial and industrial sectors, which include non-residential facilities, such as municipal buildings, schools, non-profit institutions, hospitals, universities, and commercial entities, and industrial facilities. The RFP was similar to those issued in previous years except that this RFP required that the project create renewable energy certificates, which would be available for use by electricity providers for compliance with the renewable portfolio standard requirements in New Hampshire. Pursuant to RSA 362-F:10, the RFP is funded with monies from the Renewable Energy Fund and issued on an annual basis.

The RFP was circulated electronically to the twenty-five members of the Energy Efficiency and Sustainable Energy Board (EESB Board), as well as 178 additional stakeholders known to have an interest in energy policy and programs, and the NH Municipal Association. The RFP was posted on the PUC website for the full submission period, and advertised in the New Hampshire Union Leader on May 8, 9, and 10, 2013. All responses were due by June 7, 2013. The Commission received 35 proposals requesting a total of \$21 million in funds for projects with a combined price tag of \$185 million.

The PUC employed a two-tier grant review process to evaluate the proposals. The initial review team consisted of four members including Rebecca Ohler (Air Resources Division, DES), Brandy Chambers (Office of Energy and Planning), and Jack Ruderman and Elizabeth Nixon (Sustainable Energy Division, PUC). The second tier review team consisted of the three-member Commission, Chairman Amy Ignatius, and Commissioners Robert Scott and Michael Harrington.

The initial review team evaluated all proposals using nine criteria set forth in NH Code of Administrative Rules Puc 2507.03 (b) and (c). Following an initial round of screening, the team interviewed 18 applicants. The team scored all proposals using a pre-published publically available scoring sheet ranging in possible points from 0-100, and provided written comments highlighting the pros and cons of each proposal. The evaluations also provided a recommendation to the Commission as to whether each program should receive funding.

The initial review team met with the Commissioners to brief them on the committee's recommendations. The Commissioners were provided with copies of the written evaluation forms and had an opportunity to ask questions of members of the initial review team. Subsequently, the Commissioners met to deliberate on the review team's recommendations and their own assessment of the proposals. The Commission subsequently chose to award grant funds for 10 renewable energy projects totaling \$3,812,980.

Proposed Renewable Energy Projects Competitive Grant Awards 2013

| Applicant | Town | Technology (Capacity) | Proposed Grant (\$) | Total Project Costs | Cost-Effectiveness (Grant \$/REC) | Contract End Date |
|--|--------------------------|------------------------------------|---------------------|----------------------|-----------------------------------|-------------------|
| Fiske Hydro Inc. | Hinsdale | Hydro (375 kW) | \$ 225,000 | \$ 362,000 | 134 | 12/31/2015 |
| Northwoods Renewables LLC (Golden Pond Hydro) | Ashland | Hydro (125 kW) | \$ 125,000 | \$ 227,225 | 164 | 6/30/2015 |
| Xylogen LLC (High Mowing School District Heating) | Wilton | Biomass Thermal (2.2 MMBtu/hr) | \$ 200,000 | \$ 525,000 | 196 | 6/30/2015 |
| Historic Harrisville, Inc. (Cheshire Mills Boilers) | Harrisville | Biomass Thermal (1.05 MMBtu/hr) | \$ 150,000 | \$ 231,185 | 65 | 12/31/2014 |
| Holderness School Biomass District Heating | Holderness | Biomass Thermal (4.02 MMBtu/hr) | \$ 300,000 | \$ 3,950,000 | 66 | 12/31/2015 |
| Fall Mountain Regional School District (Biomass Boilers at 2 Schools) | Charlestown & Waipole | Biomass Thermal (600 kW) | \$ 100,000 | \$ 492,000 | 66 | 12/31/2104 |
| Jericho Power LLC | Berlin | Wind (8.55 MW) | \$ 1,000,000 | \$ 20,048,000 | 46 | 12/31/2015 |
| Pierce Solar LLC (Franklin Pierce University) | Rindge | Solar (192 kW) | \$ 175,000 | \$ 625,000 | 792 | 12/31/2014 |
| Plymouth Area Renewable Energy Initiative (Plymouth Village Water and Sewer District) | Plymouth | Solar (119.4 kW) | \$ 317,980 | \$ 427,980 | 2429 | 12/31/2014 |
| Water Street Solar 1, LLC (Peterborough Wastewater Treatment Facility) | Peterborough | Solar (947 kW) | \$ 1,220,000 | \$ 2,626,495 | 1043 | 6/30/2015 |
| TOTAL | | | \$ 3,812,980 | \$ 29,514,885 | | |

Blue indicates hydro.
 Orange indicates biomass.
 Green indicates wind.
 Yellow indicates solar.

WATER STREET SOLAR 1, LLC
PETERBOROUGH WASTEWATER TREATMENT FACILITY
SOLAR PHOTOVOLTAIC SYSTEM

KEY FACTS AND FIGURES

PROJECT DESCRIPTION

Water Street Solar 1, LLC will install and operate a 947 kilowatt solar photovoltaic system at the Town of Peterborough's wastewater treatment facility. This system will be the largest solar installation in New Hampshire.

COST-EFFECTIVENESS:¹ \$1043/REC

COSTS

| | |
|------------------|---|
| Grant amount: | \$1,220,000 |
| Project cost: | \$2,626,495 |
| Leveraged funds: | \$1,406,495 |
| Payback period: | N/A – the savings accrue to the Town, the costs accrue to the grantee |

SAVINGS

| | |
|--------------------------|---|
| Energy Savings: | \$239,540 total (NPV) over the 20 year term of the power purchase agreement |
| Energy generated: | 1,150,520 kilowatt hours per year |
| CO ₂ avoided: | 522 tons/year |

RENEWABLE PORTFOLIO STANDARD (RPS) BENEFITS²

Project will generate 1150 Class II renewable energy certificates (RECs) per year

OTHER BENEFITS

- Reduces energy costs for the town through a power purchase agreement
- Serves as an innovative business model for solar system installations, especially for towns
- Electricity will be used at wastewater treatment facility and also offset costs of electricity used at other town buildings

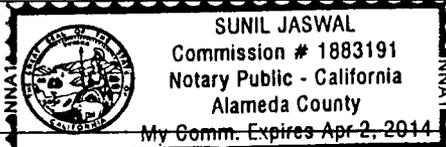
¹ The PUC used the cost of the grant per the number of renewable energy certificates (RECs) created in the first year of energy production as a key criterion in choosing grantees.

² The state's Renewable Portfolio Standard Law, RSA 362-F, requires electricity suppliers to acquire a portion of their electricity from renewable energy sources. Compliance is achieved through the purchase of renewable energy certificates (RECs). Increasing the supply of RECs helps to reduce RPS compliance costs.

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

| | | | |
|--|------------------------------------|--|---|
| 1.1. State Agency Name Public Utilities Commission | | 1.2. State Agency Address 21 South Fruit St., Concord, NH 03301 | |
| 1.3. Grantee Name Water Street Solar 1, LLC | | 1.4. Grantee Address 360 22nd St, Ste 600, Oakland, CA, 94612 | |
| 1.5. Effective Date 11/20/2013 | 1.6. Completion Date 06/30/2015 | 1.7. Audit Date N/A | 1.8. Grant Limitation \$1,220,000.00 |
| 1.9. Grant Officer for State Agency Jack Ruderman | | 1.10. State Agency Telephone No. (608) 271-2431 | |
| 1.11. Grantee Signature <i>A. T. Miller</i> | | 1.12. Name & Title of Grantee Signor <i>Andrew Miller, Authorized Signatory</i> | |
| 1.13. Acknowledgment: State of <i>California</i> , County of <i>Alameda</i> , on <i>11-22-2013</i> //, Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace (Seal) | |  | |
| 1.13.2. Name and Title of Notary Public or Justice of the Peace <i>SUNIL JASWAL, NOTARY PUBLIC</i> | | | |
| 1.14. State Agency Signature(s) <i>Amy Ignatius</i> | | 1.15. Name & Title of State Agency Signor(s) Amy Ignatius, Chairman | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Assistant Attorney General, On: <i>11/13/14</i> | | | |
| 1.17. Approval by the Governor and Council On: // | | | |

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire.

State of California, County of Alameda
 On 11-22-13 before me, SUNIL JASWAL,
 Notary Public, personally appeared ANDREW MILLER,
 who proved to me on the basis of satisfactory evidence to be the person(s)
 whose name(s) is/are subscribed to the within instrument and acknowledged
 to me that he/she/they executed the same in his/her/their authorized capacity(ies),
 and that by his/her/their signature(s) on the instrument the person(s), or the entity
 upon behalf of which the person(s) acted, executed the instrument.
 I certify under PENALTY OF PERJURY under the laws of the State of California
 that the foregoing paragraph is true and correct.
 WITNESS my hand and official seal.

[Signature]

Initials *ASM*
 Date 11/22/13

3. EFFECTIVE DATE; COMPLETION OF PROJECT.

3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").

3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS.

4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C..

10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. failure to perform the Project satisfactorily or on schedule; or

11.1.2. failure to submit any report required hereunder; or

11.1.3. failure to maintain, or permit access to, the records required hereunder; or

11.1.4. failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses

Initials *JZM*
Date *11/22/13*

suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Agreement.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Initials A.T.M.
Date 4/22/13

EXHIBIT A

SCOPE OF SERVICES

In exchange for receiving grant funds in the amount of \$1,220,000 from the New Hampshire Public Utilities Commission (PUC), Water Street Solar 1, LLC (Water Street, or Grantee) agrees to install and operate a 947 kilowatt solar photovoltaic system at the Town of Peterborough's wastewater treatment facility located at 58 Water Street, Peterborough, NH. Specifically, Water Street agrees to:

1. Install and operate a 947 kilowatt solar photovoltaic system at the Town of Peterborough's wastewater treatment facility located at 58 Water Street, Peterborough, NH.
2. Maintain the system and system components as recommended by the developer, manufacturer and engineering specifications.
3. Provide the PUC with reports as specified below in the section regarding "Deliverables."
4. Submit an application to the PUC for the 947 kilowatt solar photovoltaic system to become eligible to produce renewable energy certificates (RECs).
5. Market the RECs to electricity providers in New Hampshire for compliance with the state's renewable portfolio standard law, RSA 362-F.

Except as otherwise provided in this contract, the requirements set forth in the PUC's Request for Proposals dated May 6, 2013 and Grantee's Proposal dated June 7, 2013, are incorporated herein by reference as further defining the services to be rendered.

DELIVERABLES

The Grantee agrees to prepare and submit progress reports to the PUC, in a form and manner prescribed by the PUC. The first report will cover activities related to project design, development and construction up through June 30, 2014 with the first report due August 1, 2014. The second report will cover the period from July 1, 2014 through December 31, 2014 with the report due February 1, 2015. The third report will cover the period from January 1, 2015 through June 30, 2015 with the report due on August 1, 2015. All reports thereafter will be due on February 1st after the end of the preceding calendar year continuing throughout the life of the project, or at a minimum ten (10) years. Any activities or benefits that occurred as a result of the grant not included in the scope of services should also be noted. All reports submitted after the installation and operation of the solar electric system will include the following:

1. The amount of energy produced (in kilowatt-hours generated) in the preceding calendar;
2. The amount of RECs produced (in megawatt-hours) in the preceding calendar year; and
3. The amount of RECs sold (in megawatt-hours) in the preceding calendar year.

Grantee Initials ASM
Date 11/22/13
Page 1 of 1

EXHIBIT B

GRANT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This grant agreement commences upon approval by Governor and Council and concludes on June 30, 2015.
2. In consideration of the satisfactory performance of the obligations described in Exhibit A as determined by the State, the State agrees to pay Water Street Solar 1, LLC an amount not to exceed \$1,220,000.
3. Grantee may invoice the PUC as obligations described in Exhibit A have been met but not to exceed once a month. An amount of \$5,000 shall be retained by the PUC until the project begins operation. Grantee is responsible for any expenses incurred that exceed the total grant amount.
4. Each invoice shall provide a detailed listing of expenses incurred. The basis for the invoices generated to the PUC shall reflect reimbursable transactions. Grantee will document expense transactions with appropriate back up, including, but not limited to, receipts, invoices, bills and other similar documents for all project partners, contractors and subcontractors. This includes expenses incurred by sub-contractors employed on construction projects funded through the grant. At a minimum, receipts must be provided documenting labor cost, labor overhead, material cost, material overhead, and capital expenditures for all partners, contractors and subcontractors.
5. Invoices will be reviewed for compliance with the scope of services set forth in Exhibit A and approved by the Director of the Sustainable Energy Division or his designee.
6. Grantee agrees to provide economic data, to the extent possible, for activity performed during the project and after completion of the project. Such data shall include the total jobs created from the project.
7. The State agrees to make payment to the Grantee within 30 days after the approval of invoices filed in compliance with this Exhibit and the grant agreement General Provisions.
8. All obligations of the State, including the continuance of any payments, are contingent on the availability of funds derived from the Renewable Energy Fund pursuant to RSA 362-F:10.

Grantee Initials ASM
Date 11/22/13
Page 1 of 1

EXHIBIT C

SPECIAL PROVISIONS

1. Notwithstanding Paragraph 10 of the General Provisions, the awarded grant funding in the amount of \$1,220,000 has been appropriated and approved by the New Hampshire Governor and Council and the New Hampshire Public Utilities Commission (Commission). All funds are derived from the Renewable Energy Fund, are held and administered by the Commission, and are not subject to cancellation or reduction as a result of general fund shortfalls, suspension or cancellation. The Parties therefore acknowledge that the termination and withholding rights set forth in Section 10 shall not apply to the Grant Amount or the Project funded by the Grant.

2. In lieu of the insurance requirements set forth in Paragraph 17.1.2 of the General Provisions, the Commission will accept comprehensive general liability insurance in the following amounts:

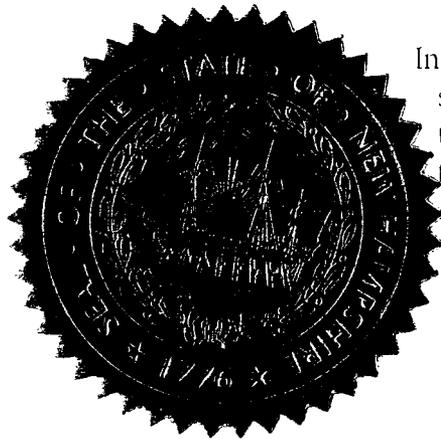
\$1,000,000 for each occurrence
\$1,000,000 for damage to rented premises (each occurrence)
\$ 10,000 for medical expenses (any one person)
\$1,000,000 for personal and advertising injury
\$2,000,000 for general aggregate
\$2,000,000 for product liability/completed operations in aggregate
\$2,000,000 per project aggregate
\$1,000,000 for umbrella liability (each occurrence)
\$1,000,000 for umbrella liability (aggregate)

Grantee Initials J.P.M.
Date 11/22/13
G&C Date (mm/dd/yy)
Page 1 of 1

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Water Street Solar 1, LLC a(n) Delaware limited liability company registered to do business in New Hampshire on November 1, 2013. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of November, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**SPECIAL POWER OF ATTORNEY
FOR ACTIONS RELATING TO SPECIAL PURPOSE ENTITIES**

WHEREAS, the Borrego Solar Systems, Inc. ("Company") whose address is 360 22nd St, Ste 600 Oakland, CA 94612, formed 1115 Solar Development, LLC ("Project Holdco") to form and own subsidiaries, which in turn would own, operate, design, install and finance commercial solar electric systems ("Project Entities");

WHEREAS, the Company is the sole member and manager of Project Holdco, which has no officers; and

WHEREAS, the Company has or may enter into various documents in connection with the Project Holdco or the Project Entities, directly or through Project Holdco, including limited liability company agreements, limited liability certificates and any other filings whatsoever with the Secretary of State of States where Project Entities may be formed or where their projects or other assets may be located, as well as contracts and other documents of any kind relating to the Project Entities (collectively, the "Transaction Documents"),

NOW, KNOW ALL MEN BY THESE PRESENT, THAT I, Michael Hall, Chief Executive Officer of Borrego Solar Systems, Inc. ("Company"), the sole member and manager of Project Holdco, desiring on behalf of the Company and Project Holdco to execute a SPECIAL POWER OF ATTORNEY, hereby appoint, Andrew Miller, General Counsel of the Company, as attorney-in-fact of both the Company and Project Holdco to act as follows, GRANTING unto such Attorney-in-Fact full power to:

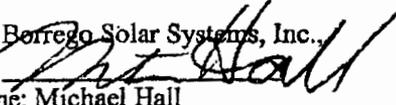
Form any Project Entity;

File with the Secretary of State of any State any Transaction Document on behalf of Project Holdco or any Project Entity;

Execute and deliver any and all documents and to take such other action as such Attorney-in-Fact deems necessary and appropriate to carry out the purpose and intent of the foregoing rights and powers.

Any and all actions heretofore taken by such Attorney-in-Fact in connection with the transactions contemplated by the foregoing rights and powers are hereby adopted, ratified, confirmed and approved in all respects as actions of the Company or Project Holdco as applicable. This SPECIAL POWER OF ATTORNEY shall be valid and may be relied upon by any third parties until such time as any revocation is recorded in the recorder's office of the county where the applicable Project Entity or its assets is located.

By: Borrego Solar Systems, Inc.

By: 
Name: Michael Hall

Title: Chief Executive Officer

DATED this the 31st day of October, 2013.

County of Alameda, State of California.

The foregoing instrument was acknowledged before me this _____ (date), by _____ (name), who is personally known to me or who has produced _____ (type of identification) as identification.

Public Notary

Printed Name: _____

My Commission Expires:

April 02, 2014

Commission # 1883191

*See below for California
Notary Acknowledgment*

State of California, County of Alameda
On 10-31-2013 before me, SUNIL JASWAL
Notary Public, personally appeared MICHAEL HALL
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



*Sunil Jaswal
Notary Public*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|-----------------------|
| PRODUCER 0726293 1-415-546-9300 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., License #0726293 One Market Plaza, Spear Tower Suite 200 San Francisco, CA 94105 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Borrego Solar Systems, Inc. 5005 Texas Street #400 San Diego, CA 92108 | INSURER A: ACE AMER INS CO | | 22667 |
| | INSURER B: ACE PROP & CAS INS CO | | 20699 |
| | INSURER C: ZURICH AMER INS CO | | 16535 |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 36728366

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits Liab <input checked="" type="checkbox"/> \$1Mil. Each Claim/Agg. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | PMGG2591109A002 | 04/01/13 | 04/01/14 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Agg. \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | PMUH08681156001 | 04/01/13 | 04/01/14 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ -0- | | | M00570308 | 04/01/13 | 04/01/14 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC948270302 | 04/01/13 | 04/01/14 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: 1MW Solar Farm in Peterborough, NH

CERTIFICATE HOLDERThe State of New Hampshire
Public Utilities Commission

South Fruit Street

Concord, NH 03301

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)
lenalee
36728366

The ACORD name and logo are registered marks of ACORD



STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

MARGARET WOOD HASSAN
Governor

**REQUEST FOR PRESIDENTIAL DISASTER DECLARATION COVER LETTER
MAJOR DISASTER OR EMERGENCY**

March 13, 2015

The Honorable Barack Obama
President of the United States
The White House
Washington, D.C.

Through: Mr. Paul Ford, Acting Regional Administrator
FEMA Region I
99 High Street
Boston, MA 02110

Dear Mr. President:

Under the provisions of Section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), and implemented by 44 CFR § 206.36, I request that you declare a major disaster for three counties in the State of New Hampshire: Hillsborough, Rockingham and Strafford as a result of a severe winter snowstorm which occurred January 26-28, 2015.

I respectfully request a designation of the full Public Assistance program and Direct Federal Assistance, to include snow removal assistance pursuant to 44 CFR§ 206.227 and FEMA 9523.1, Snow Assistance Policy, for Hillsborough, Rockingham, and Strafford counties and a Statewide designation of the Hazard Mitigation Grant Program.

New Hampshire began experiencing a snowstorm Monday, January 26, which continued through Wednesday, January 28, 2015. In response to the National Weather Service (NWS) forecasts and their issuance of blizzard warnings and winter storm warnings for most of New Hampshire (i.e., snow, drifting snow, high winds, and high tides), I issued a Statewide State of Emergency effective 2300 hours on January 26, 2015. I took appropriate action under State law and directed the execution of the State Emergency Operations Plan (SEOP) on January 26, 2015, in accordance with Section 401 (a) of the Stafford Act. Additionally, I directed the activation of the State Emergency Operations Center to actively direct and coordinate the State's emergency response and recovery to this event. The Emergency Operations Center (EOC) was activated from January 26, 2015 to January 28, 2015.

The Federal Emergency Management Agency (FEMA), the New Hampshire Division of Homeland Security and Emergency Management and local communities conducted a preliminary damage assessment (PDA) which was initiated on February 11, 2015, to determine the extent of the storm's impact. As demonstrated in the Public Assistance enclosures, the State indicator has exceeded \$1.41 per capita. Current State and local FEMA verified assessments exceed \$3,293,000.00 in costs associated with this event.

Additionally, three counties have exceeded their per capita benchmarks. These counties include Hillsborough (\$1,554,335.40), Rockingham (\$1,226,158.15), and Strafford (\$512,565.13). The Category B, Emergency Protective Measure costs include massive snow removal, salting, de-icing, sanding of roads and related personnel expenses. Furthermore, there was damage to a sea berm that protects State Route 1A in the Rye/North Hampton area in Rockingham County. These damages were extensive and resulted in closure of the road for an extended period of time. Over this 48-hour period, the State and local officials exhausted their personnel and snow removal budgets.

The following information is furnished on the nature and amount of State and local resources that have been or will be used to alleviate the conditions of this disaster:

1. The State's Emergency Operations Plan was activated on January 26, 2015, and I instructed the Director of Homeland Security and Emergency Management to activate and staff the EOC. The EOC was activated to monitor the severe weather, coordinate State response activities and to respond to local requests for assistance and/or resources. The Director initiated the appropriate Emergency Support Functions to respond to the needs of our State.
2. Emergency Support Functions (ESFs) that were activated at the time of the EOC activation included Transportation, Communications, Public Works and Engineering, Emergency Management, Mass Care and Sheltering, Health and Medical, Public Safety and Law Enforcement, and Public Affairs and External Communications. This activation also included our mapping component and the support of our Public Utilities Commission.
3. The American Red Cross maintained staffing for the duration of our EOC activation and provided support and resources for our sheltering needs. Regional Medical Reserve Corps (MRC) and Community Emergency Response Teams (CERT) provided volunteers to staff the local and regional shelters.
4. The New Hampshire Department of Transportation (NH DOT) had 648 personnel out clearing State roadways throughout this severe weather event. The NH DOT logged 8,849 miles of roadways plowed. The NH DOT hired 898 private pieces of equipment and vehicles (e.g., 10-wheeled vehicles, 6-wheeled vehicles, a road grader, tractor-loaders, and spreaders) to work throughout the storm in addition to their own 875 pieces of equipment.

5. To compound the issue, the NH DOT has tracked 12 additional storms since this event that required State personnel to continue plowing and treating State roadways. Of these 12 storms, 6 of them were considered "higher severity" indicating that storm-related activities consumed unusually high amounts of materials and labor for snow removal.
6. The New Hampshire Department of Health and Human Services (NH DHHS) Emergency Services Unit (ESU) coordinated mass care needs across the three counties. It monitored hospital emergency rooms for CO admissions and storm-related injuries and deaths.
7. Local communities continuously reported their personnel being over-extended and unable to keep up with the continuous snow accumulation that occurred and continued to fall for weeks afterward. This severe storm has exhausted local snow removal budgets. Additionally during this time, snow removal equipment was being used around the clock and unavailable for proper maintenance thus contributing to the breakdown of this equipment. This is evidenced by the numerous reports of broken plowing equipment at both the State and local level.
8. Throughout the southeastern corner of New Hampshire, there were unprecedented numbers of roof collapses, totaling more than 18 statewide, including, but not limited to, eight (8) in Hillsborough County, three (3) in Rockingham County, and three (3) in Strafford County. These do not include the numerous roofs with structural issues that did not require an emergency services response.
9. On February 25, the FEMA Region 1 Mitigation Branch Chief notified the State of New Hampshire they were sending *FEMA Building Scientists* from Headquarters in Washington, D.C. These scientists conducted a focused forensic investigation on the roof failures that occurred due to the excessive snow accumulation for the significant snow pattern the New England region experienced during this time period.
10. Businesses operating in the State of New Hampshire experienced significant losses of revenue as did the State of New Hampshire through the closing of State liquor stores and the unusually lackluster sales of lottery tickets, two essential sources of revenue for the State.
11. Due to dangerous driving conditions, I authorized NH DOT to shut down toll booths on our State highways during this time period. The State of New Hampshire lost \$13,766.15 in road toll revenue in 48 hours.
12. Pursuant to 49 CFR Section 390.23 and New Hampshire RSA 266:72-a, the New Hampshire Department of Safety declared an emergency existed pertaining to the delivery of propane, heating oil, fuel oil and natural gas to residential and business establishments within the State of New Hampshire. The Commissioner of Safety authorized a waiver of driver hours. The emergency exemption remained in effect until midnight, February 7, 2015.

New Hampshire has an extensive history of federally declared disasters dating back to 2005. The majority of these events have been flood-related. However, there have been declarations attributed to tornados, ice storms, hurricanes (i.e., Irene and Sandy) and severe winter storms. Last spring, New Hampshire experienced a significant rain/flood event resulting in costly damage in two northern counties: Coos and Carroll. This storm caused significant flooding, flash flooding and major road washouts, resulting in tremendous damage to local roads and, in one county, a bridge. Although the State and county thresholds were met this declaration was denied on June 11, 2014. The appeal was denied on July 17, 2014.

New England and New Hampshire in particular experienced early season snowstorms and several severe snowstorms in the aftermath of the January 26-28 blizzard. Record freezing temperatures and blowing drifting snow causing "ground blizzards" further taxed an already overburdened workforce and snow removal budgets. In addition to the three storm-devastated counties that met the snowfall totals, the storm affected the entire State of New Hampshire. Not only has this storm significantly impacted the State and local snow removal budgets, but the frigid temperatures and continuous snowfall have burdened our municipal budgets, school districts and local businesses. There have been numerous instances of residential apartment buildings with heavy snow accumulation blocking gas and oil vents, causing a marked increase in carbon monoxide poisonings.

During the Preliminary Disaster Assessment, all cost estimates were reduced based on all possible and probable insurances.

Infrastructure Damage by Category:

| Jurisdiction | Category A | Category B | Category C | Category D | Category E | Category F | Category G | TOTAL |
|--------------|------------|----------------|------------|------------|------------|------------|------------|-----------------------|
| Hillsborough | \$0 | \$1,554,335.40 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,554,335.40 |
| Rockingham | \$0 | \$1,226,158.15 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,226,158.15 |
| Strafford | \$0 | \$ 512,565.13 | \$0 | \$0 | \$0 | \$0 | \$0 | \$ 512,565.13 |
| TOTAL | | | | | | | | \$3,293,058.68 |

On Tuesday, January 27, 2015, I closed State government with the exception of essential public safety and public health-related functions. Additionally, this event forced a significant number of businesses to close, as well as special facilities such as community centers, schools, higher education facilities and churches. Transportation services were severely impacted to include closure of all airports in New Hampshire, numerous public transportation services were delayed or closed and the Downeaster train cancelled all services. In spite of our efforts, there was one traffic fatality attributed to this storm.

Enclosure D to a Major Disaster Request, *Snowfall Data*, details data information collected from NOAA and NWS for a two-day event.

In summary, as demonstrated in the attached data, New Hampshire experienced a blizzard and severe winter storm with record snowfall levels recorded and per capita benchmarks met for the state and three counties. I have determined, pursuant to 44 CFR § 206.36, that this

incident is of such severity and magnitude that effective response is beyond the capabilities of New Hampshire and affected local governments, and that supplementary Federal assistance is necessary to save lives and to protect property, public health and safety. Additionally, I have designated Leigh A. Cheney as the State Coordinating Officer for this request. She will work with the Federal Emergency Management Agency and may provide further information or justification on my behalf.

I am also requesting that the timeframe for this storm be extended to include an end date of February 22, 2015. Although I understand including the other three storms associated with this devastating weather pattern is unusual, the continuous snowfall that occurred from this storm pattern created a further hardship on State and local resources. In addition to the increased resources required to address the three additional storms, many State and local jurisdictions were required to have snow relocated in an effort ensure public safety and for businesses to reopen. I contend that much of the snow that needed to be relocated actually occurred during the required 48-hour period. Although we are requesting a snowfall declaration, we are requesting the relocation of snow be addressed in the manner that *Category A* debris removal is addressed in other disasters. This allows the State and communities to capture these overwhelming snow removal costs.

Accordingly, please declare a major disaster for the State of New Hampshire so that we can move forward and continue our recovery efforts from this difficult winter.

With every good wish,



Margaret Wood Hassan
Governor

Enclosures
OMB No. 1660-0009/FEMA Form 010-0-13
NH Declaration of State of Emergency
Enclosure D: Historic and Current Snowfall Data
NWS statement
NCDC statement