

City of Rochester, New Hampshire

Department of Building, Zoning and Licensing Services
31 Wakefield Street * Rochester, NH 03867
(603) 332-3508 * Fax (603) 509-1912

pd #1131
175-
pd #1132
60,48

APPLICATION FOR A VARIANCE

TO: BOARD OF ADJUSTMENT
CITY OF ROCHESTER

Phone No 603-817-1175

Name of applicant Elbridge Solar Farm, LLC

Address 22 Rosemary Ln, Durham NH 03824

Owner of property concerned Kritsine E Biagotti & Donald E Kelsey II
(If the same as applicant, write "same")

Address 159A Walnut St, Rochester NH 03867
(If the same as applicant, write "same")

Location 159A Walnut St, Rochester NH 03867

Map No. 230 Lot No. 14-2 Zone A

Description of property Open Field --- Frontage 1187---Sides 2498---Rear 3102

Proposed use or existing use affected

The community solar garden allows NH residents the opportunity to share in the value of the power produced from the solar garden. We are requesting the variance b/c this site is an ideal solar location due to the sun exposure, the open field reduces the expenses of installation & the utility infrastructure is large enough to support this project. The current use is for agricultural land use and harvesting the sun as a form of agriculture.

The undersigned hereby requests a variance to the terms of Article 42
Section 19 and asked that said terms be waived to permit a Community Solar Garden Array

The undersigned alleges that the following circumstances exist which prevent the proper enjoyment of his land under the strict terms of the Zoning Ordinance and thus constitute grounds for a variance

Signed

(Applicant)

RECEIVED

OCT 22 2014

CODE ENFORCEMENT

CRITERIA FOR VARIANCE

Case # 2014-19

Date: 10/22/14

A Variance is requested by Elbridge Solar Farm, LLC

from Section Table 42.19 Subsection _____

of the Zoning Ordinance to permit: A Community Solar Garden Array known as a

Solar Power Generation Facility

at 159A Walnut St., Rochester NH Map 230 Lot 14-2 Zone A

Facts supporting this request:

1) The proposed use would not diminish surrounding property values because:

The use of small scale generation of power utilizing solar energy, which creates no defect to a view shed or area property because there is no glare, sound, smell or traffic issue that otherwise might affect local property values. Solar is like a pool, some buyers would see it as a benefit to the property and others may discount it because they prefer the beach or have small children. The economic value of saving money on your electric bill or receiving a lease payment on a piece of land has a direct impact on the evaluation of a property, so therefore the addition of solar on a property is more than likely increase property value, versus decrease it.

2) Granting the variance is not contrary to the public interest because: The community solar garden

concept does not create any harm to the public health, safety &/or welfare and only supports local, renewable energy

production for the future safety of our power system & NH communities.

3.) Denial of the variance would result in unnecessary hardship to the owner because of the following special circumstances of the property: The State of NH would continue to lag behind

its 2025 goal of receiving 20% of its power from renewable energy sources and not allowing this land to be utilized

to harvest the sun.

4.) Granting the variance would do substantial justice because: With the local generated renewable

energy, our grid stability would otherwise be at risk as older power plants continue to be retired. Similar uses are radio

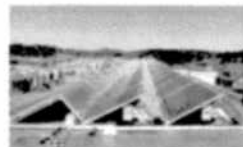
equipment, public utilities and cell towers that provide methods of communicate and generate energy for the good of communities.

5.) The use is not contrary to the spirit of the ordinance because: Harvesting the sun is a new form of agriculture
that the State has supported through the newly passed "Group Net Metering" law, also known as SB-98. Allowing this use will support a new type of farming for the NH farming community.

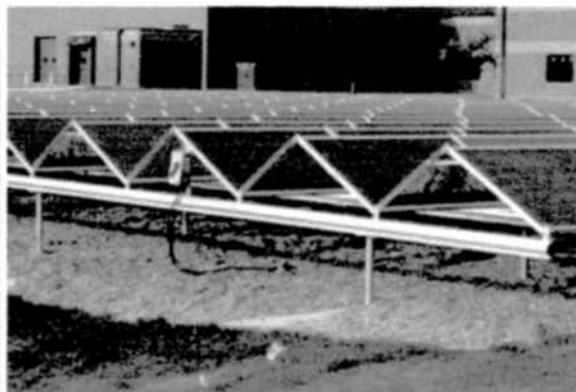
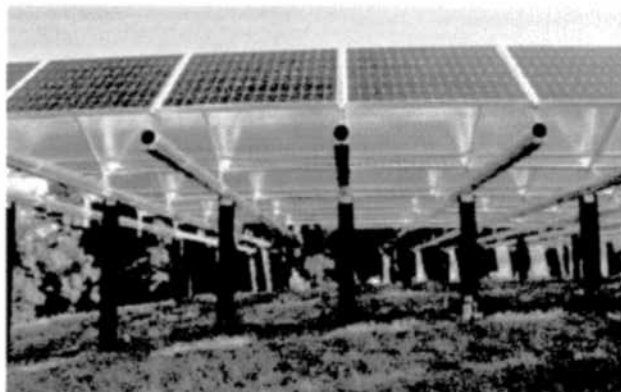
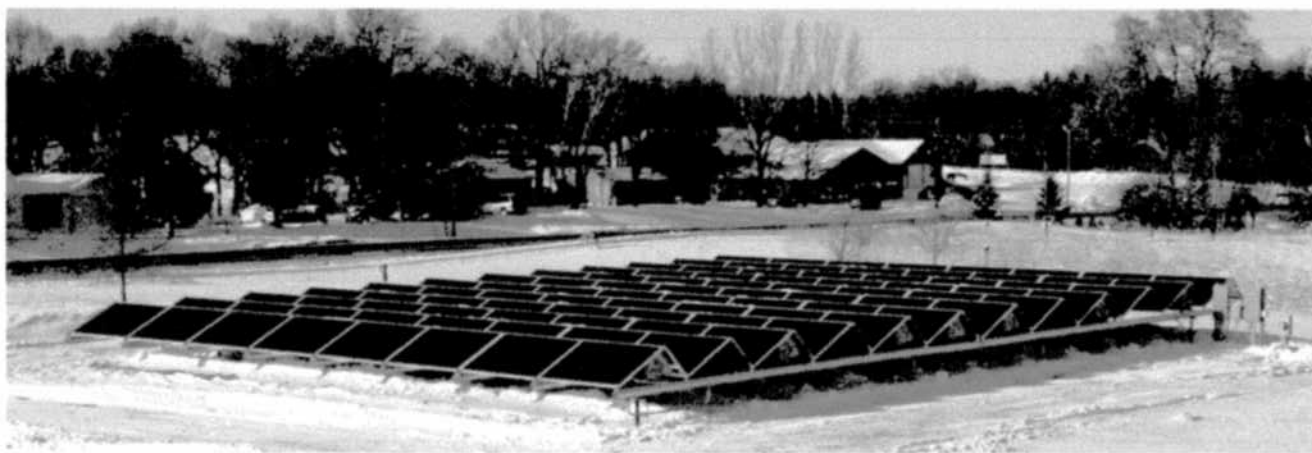
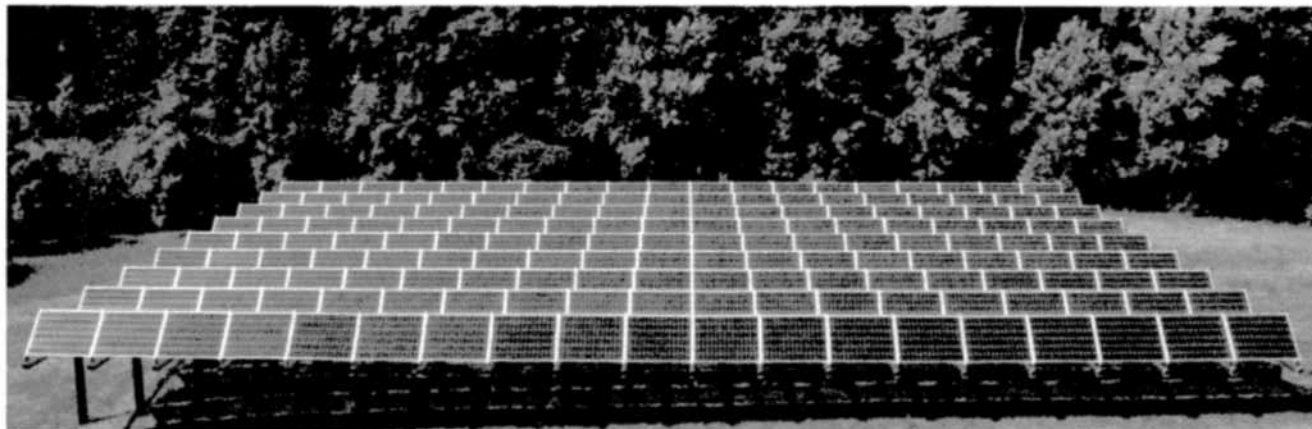
Name _____

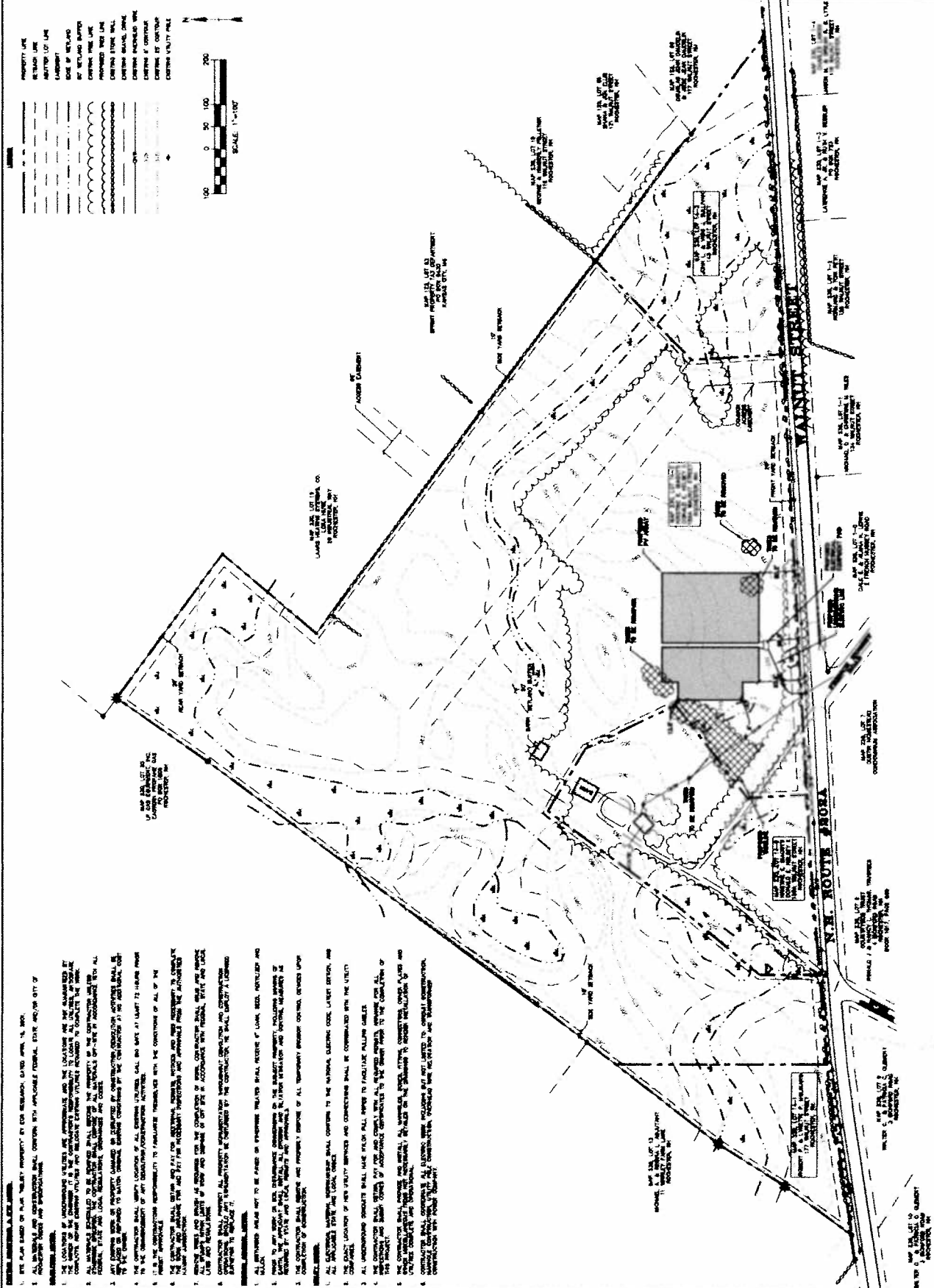


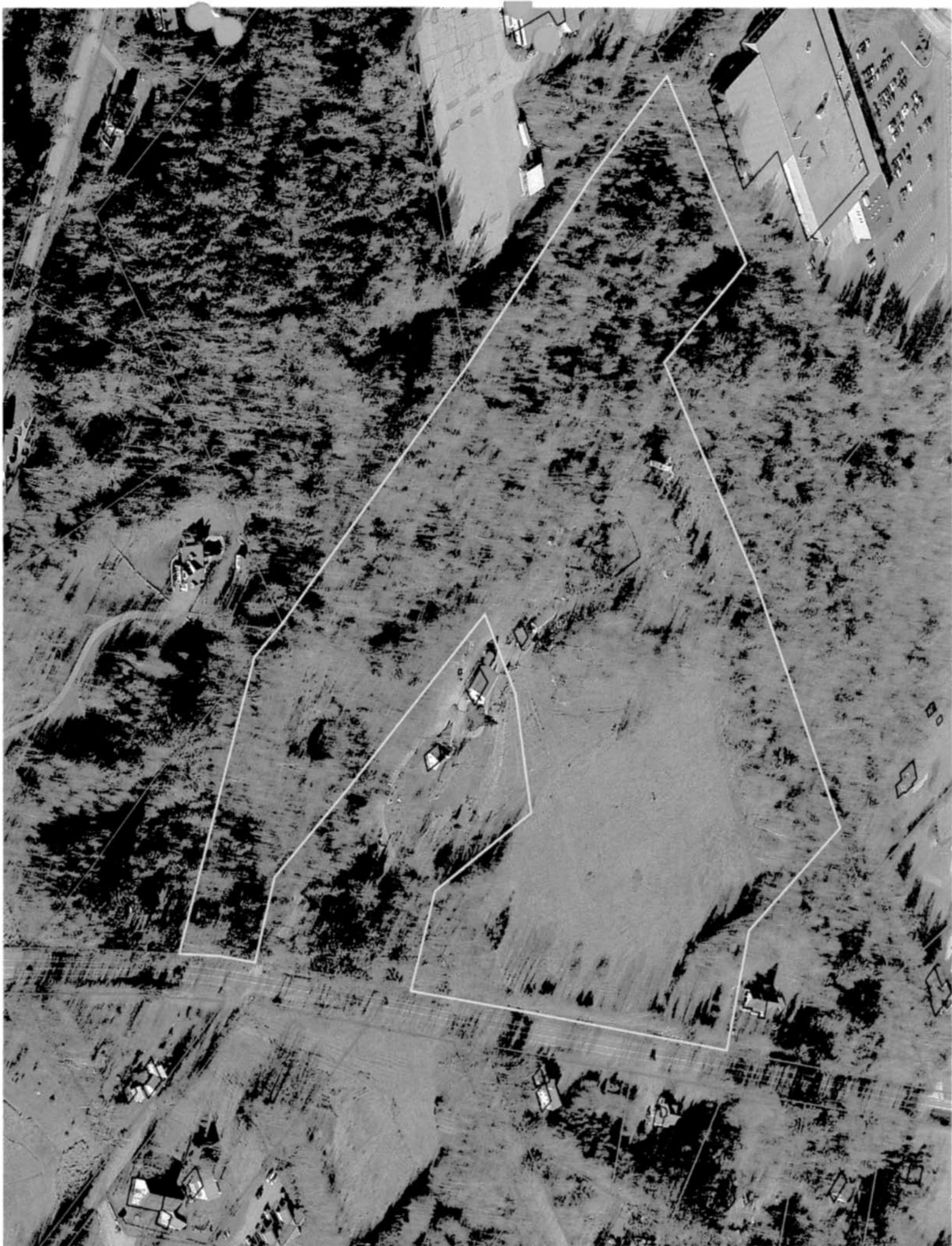
Date: 10/21/2014



Example pictures of array & associated equipment/mounting:









LETTER OF INTENT FOR SOLAR POWER PROJECT AGREEMENT

Elbridge Solar Farm, LLC

and Elbridge Renewable Energy Farm, LLC

Elbridge Renewable Energy Farm, LLC and Elbridge Solar Farm, LLC hereby express their mutual intent as of the date hereof to enter into a solar photovoltaic project land lease agreement ("Lease") relating to a solar electric generation facility consisting of (a) photovoltaic panels, and associated equipment and construction with an estimated nameplate capacity of up to 462 kW to be located at:

159 Walnut St, Rochester NH 03839

Final specific size for each system will be determined based on site conditions, local permitting and the party's mutual agreement to develop all 462 kW in a 66 kW stages.

This Letter of Intent acknowledges the intent of the Parties to pursue in good faith a Lease Agreement & Solar Rebates reflecting the business terms below:

- TERM: 20 year base term with two (2) additional 5 year extension options by Eldridge Solar Farm, LLC
- 2% annual escalation
- Landowner to cut, clear & stump trees as needed to keep array in less valued land area on property
- LEASE RATES: \$7,500 per year based on final PSNH approved size
- SOLAR REBATES: \$0.01 per kWh on all PSNH accounts

This proposal does not constitute a binding offer to enter into a Lease or Solar Rebate agreement, shall not form the basis for an agreement by estoppel or otherwise, and any actions taken by a Party in reliance on the terms set forth herein or on statements made during negotiations shall be at that Party's own risk. Once Lease & Solar Rebate agreement has been executed between the Parties, no Party shall have any other legal obligations relating to the subject matter hereof, expressed or implied, or arising in any other manner or in the course of negotiations, other than the obligations arising under the penultimate paragraph of this Letter of Intent.

The final execution of the Lease & Solar Rebate agreement will include completion by the parties of mutual and reasonable due diligence investigation on the parties and facility and terms will be finalized at such time. Due diligence shall include, but not limited to, electrical and site engineering, Interconnections, local entitlements, financial assessments, and other related items.

I. Confidentiality & Exclusivity:

To the extent that either Party reveals information that it considers to be confidential, it will clearly mark or otherwise designate such information with a confidentiality notice. Until such time as the Lease is executed, all price terms shall be considered confidential information. Each Party shall maintain in confidence all such designated information, and shall not disclose such information other than on a need to know basis to affiliates, advisors, regulators or consultants subject to a confidentiality obligation or where



required by law. As to non-confidential information, the Parties agree to fully participate in any permitting process, as necessary, to build local and other support for the Photovoltaic Project approval, and may disclose the fact that the Parties are pursuing Lease arrangements.

II. Costs

Each party shall bear their own costs and expenses in connection with the Lease & Solar Rebate agreement.

III. Entire Agreement

These provisions in this Letter constitute the entire agreement between the parties, and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the parties on the subject matter hereof. Except as otherwise provided herein, this Letter may be amended or modified only by writing, executed by both parties.

IV. Governing Law

The Binding Provisions will be governed by the laws of New Hampshire.

V. No Liability

The paragraphs and provisions of Part One of this Letter do not constitute and will not give rise to any legally binding obligation on the part of any of the parties. Moreover, except as expressly provided in the Binding Provisions (or as expressly provided in any binding written agreement that the parties may enter into in the future), no past or future action, course of conduct, or failure to act relating to the Possible Transaction, or relating to the negotiation of the terms of the Possible Transaction or of any Definitive Agreement, will give rise to or serve as a basis for any obligation or other liability on the part of the parties.

Dated: August 25, 2014

Elbridge Solar Farm, LLC

By:

Name: Barrett Bilotta
Title: Manager

Elbridge Renewable Energy Farm, LLC

By:

Name: Donald E. Kelsey II

By:

Name: Kristine Biagiotti Bridges

By:

Name: Patricia Ellison Washburn



O' Abutters List Report

Rochester, NH
October 27, 2014

Subject Property:

Parcel Number: 0230-0014-0002
CAMA Number: 0230-0014-0002
Property Address: 173 WALNUT ST

Mailing Address: BIAGOTTI KRISTINE E & KELSEY
DONALD E II
159A WALNUT ST
ROCHESTER, NH 03867

Abutters:

Parcel Number: 0122-0093-0000
CAMA Number: 0122-0093-0000
Property Address: 103 WALNUT ST

Mailing Address: PUBLIC SERVICE CO OF NH % TAX
ACCOUNTING
P O BOX 3430
MANCHESTER, NH 03105-3430

Parcel Number: 0122-0093-0000
CAMA Number: 0122-0093-A000
Property Address: 0 WALNUT ST

Mailing Address: SPRINT PROP TAX DEPT
P O BOX 8430
KANSAS CITY, MO 64114-8430

Parcel Number: 0230-0001-0000
CAMA Number: 0230-0001-0000
Property Address: 2 FRENCH HUSSEY RD

Mailing Address: LEPIE DALE E & ALANA K
2 FRENCH HUSSEY RD
ROCHESTER, NH 03867-4289

Parcel Number: 0230-0001-0001
CAMA Number: 0230-0001-0001
Property Address: 134 WALNUT ST

Mailing Address: WILES MICHAEL D & CHRISTINE M
134 WALNUT ST
ROCHESTER, NH 03867-4202

Parcel Number: 0230-0006-0000
CAMA Number: 0230-0006-0000
Property Address: 4 BICKFORD RD

Mailing Address: COUNTRYSIDE TRUST % RONALD J &
NANCY L THOMAS TRUSTEES
4 BICKFORD RD
ROCHESTER, NH 03867-4271

Parcel Number: 0230-0007-0000
CAMA Number: 0230-0007-0000
Property Address: 0 BICKFORD RD

Mailing Address: DUSTIN HOMESTEAD CONDO ASSOC
NA

Parcel Number: 0230-0009-0000
CAMA Number: 0230-0009-0000
Property Address: 3 BICKFORD RD

Mailing Address: CLEMENT WALTER & PATRICIA C
3 BICKFORD RD
ROCHESTER, NH 03867-4272

Parcel Number: 0230-0013-0023
CAMA Number: 0230-0013-0023
Property Address: 11 WINKLEY FARM LN

Mailing Address: ADJUTANT MICHAEL A & REGINA L
11 WINKLEY FARM LN
ROCHESTER, NH 03867

Parcel Number: 0230-0014-0000
CAMA Number: 0230-0014-0000
Property Address: 159 WALNUT ST

Mailing Address: BIAGOTTI KRISTINE E & KELSEY
DONALD E II
159A WALNUT ST
ROCHESTER, NH 03867

Parcel Number: 0230-0014-0001
CAMA Number: 0230-0014-0001
Property Address: 177 WALNUT ST

Mailing Address: MOLINARO ROBERT P & LYNNETTE M
177 WALNUT ST
ROCHESTER, NH 03867-4201



www.cai-tech.com

10/27/2014

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0' Abutters List Report

Rochester, NH
October 27, 2014

Parcel Number: 0230-0014-0003
CAMA Number: 0230-0014-0003
Property Address: 143 WALNUT ST

Mailing Address: SULLIVAN JOHN L & VICKI J
143 WALNUT ST
ROCHESTER, NH 03867

Parcel Number: 0230-0015-0000
CAMA Number: 0230-0015-0000
Property Address: 119 WALNUT ST

Mailing Address: PELLETIER GEORGE & KIMBERLY
119 WALNUT ST
ROCHESTER, NH 03867-4201

Parcel Number: 0230-0019-0000
CAMA Number: 0230-0019-0000
Property Address: 20 INDUSTRIAL WAY

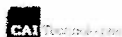
Mailing Address: LAARS HEATING SYSTEMS CO % LORA
HUWE
20 INDUSTRIAL WAY
ROCHESTER, NH 03867

Parcel Number: 0230-0020-0001
CAMA Number: 0230-0020-0001
Property Address: 28 INDUSTRIAL WAY

Mailing Address: LP GAS EQUIPMENT INC % EASTERN
PROPANE GAS
P O BOX 1800
ROCHESTER, NH 03866-1800

Parcel Number: 0230-0020-0002
CAMA Number: 0230-0020-0002
Property Address: 30 INDUSTRIAL WAY

Mailing Address: LP GAS EQUIPMENT INC % EASTERN
PROPANE GAS
P O BOX 1800
ROCHESTER, NH 03866-1800



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10/27/2014

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ABUTTER LIST

City of Rochester, NH
Please Print or Type

Applicant: Elbridge Solar Farm, LLC

Phone 603-817-1175

Project Address: 159A Walnut St., Rochester NH

List the names and addresses of all parties below. For abutting lot owners, list each owner whose lot adjoins or is directly across the street or a body of water from the subject property. This form may not be completed more than five (5) days prior to submitting the application.

LEGAL OWNER OF SUBJECT LOT

Map	Lot	Zone	Owner Name	Mailing Address
230	14-2	A	Kristine Biagotti & Donald Kelsey II	159A Walnut St, Rochester NH 03867

ABUTTING LOT OWNERS

Map	Lot	Owner Name	Owner Mailing Address (NOT property location)
230	06	Countryside Trust % Ronald J & Nancy L Thomas	4 Bickford Rd, Rochester NH 03687-4271
230	09	Walter & Patricia C Clement	3 Bickford Rd, Rochester NH 03867
230	1-0	Dale E. & Alana K. Lepine	2 French Hussey Rd, Rochester NH 03867
230	1-1	Michael D. & Christine M. Wiles	134 Walnut St, Rochester NH 03867
230	1-2	Normand & Toni Petit	126 Walnut St, Rochester NH 03867
230	14-3	John L. & Vicki J. Sullivan	143 Walnut St, Rochester NH 03867
230	14-0	Kristine E. Biagotti & Donald E. Kelsey II	159A Walnut St, Rochester NH 03867
230	15	George & Kimberly Pelletier	119 Walnut St, Rochester NH 03867

PROFESSIONALS AND EASEMENT HOLDERS. Engineers, Surveyors, Soil Scientists, and Architects whose seal appears or will appear on the plans (other than any agent submitting this application); holders of conservation, preservation, or agricultural easements; and upstream dam owners/NHDES

Name of Professional or Easement Holder	Mailing Address

I, the undersigned, acknowledge that it is the responsibility of the applicant or his/her agent to fill out this form. I understand that any error or omission could affect the validity of any approval. The names and address listed on this form were obtained from the City of Rochester Assessing Office computer - Assess Pro (located in the Revenue Bldg at 19 Wakefield Street)

On this date: 10/21/2014 This is page 3 of 4 pages.

Applicant or Agent: [Signature]

Planning Staff Verification: [Signature]

Date: 10/24/14

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City of Rochester, NH
Please Print or Type

Applicant: Elbridge Solar Farm, LLC

Phone 603-817-1175

Project Address: 159A Walnut St., Rochester NH

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Map	Lot	Zone	Owner Name	Mailing Address
230	14-2	A	Kristine Biagotti & Donald Kelsey II	159A Walnut St, Rochester NH 03867

ABUTTING LOT OWNERS

Map	Lot	Owner Name	Owner Mailing Address (NOT property location)
122	93	Sprint Property Tax Dept.	PO Box 8430, Kansas City, MO 64101
230	19	Laars Heating Systems, Co	20 Industrial Way, Rochester NH 03867
230	13	Michael A. & Regina L. Adjutant	11 Winkley Ram Ln, Rochester NH 03867
230	14-1	Robert P. & Lynette P. Molinaro	177 Walnut St, Rochester NH 03867
230	7	Dustin Homstead Condo Association	30 Dustin Homstead, Rochester NH 03867


PROFESSIONALS AND EASEMENT HOLDERS: Engineers, Surveyors, Soil Scientists, and Architects whose seal appears or will appear on the plans (other than any agent submitting this application); holders of conservation, preservation, or agricultural easements; and upstream dam owners/NHDES

Name of Professional or Easement Holder	Mailing Address

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On this date: 10/21/2014 This is page 4 of 4 pages.

Applicant or Agent: 

Planning Staff Verification: 

Date: 10/27/14