

ATTACHMENT A

**AGREEMENT REGARDING INTERCONNECTION OF,
AND TRANSMISSION AND INCIDENTAL RETAIL ELECTRIC SERVICE TO,
COOL EARTH SOLAR, INC. PROJECT**

This Agreement Regarding Interconnection of, and Transmission and Incidental Retail Electric Service to, Cool Earth Solar, Inc. Project (“Agreement”) is made and entered into as of this 22nd day of August 2012 (the “Effective Date”) by and between Modesto Irrigation District, an irrigation district, organized and existing under the laws of the State of California (“MID”), and Pacific Gas and Electric Company, a California corporation (“PG&E”) (hereafter, “Party” may refer individually to MID or PG&E).

I. RECITALS.

WHEREAS, Cool Earth Solar, Inc. (“Cool Earth”) proposes to develop the Altamont Solar Energy Center, a 10 megawatt (“MW”) solar photovoltaic electric generation project, with the potential to increase to 15 to 20 MW (the “Project”), near the intersection of Kelso Road and Patterson Park road in Alameda County; and

WHEREAS, the Project will be located in PG&E’s service territory and outside of the areas where MID provides retail electric service, but near MID’s Mountain House substation; and

WHEREAS, Public Utilities (“PU”) Code section 9610 defines the areas where MID and PG&E are authorized to provide electric service; and

WHEREAS, PU Code sections 9610 and 8101 through 8108 express state policy to induce investor owned utilities and irrigation districts to prevent, by agreement, duplication of facilities and economic waste; and

WHEREAS, Cool Earth will receive station power for the Project from PG&E in accordance with PG&E’s California Public Utilities Commission (“CPUC”) approved retail tariffs; and

WHEREAS, Cool Earth may request interconnection to PG&E’s electric transmission system under PG&E’s Federal Energy Regulatory Commission-approved tariffs; and

WHEREAS, Cool Earth has evaluated the potential for interconnecting the Project to PG&E’s electric transmission system and determined that doing so would be economically infeasible and would not be completed within the required time frame for the Project; and

WHEREAS, as an alternative to interconnecting the Project with PG&E’s transmission system, and after withdrawing its September 16, 2011 application to MID for interconnection, Cool Earth has informally requested that MID continue to address the steps necessary to interconnect the Project to MID’s existing transmission facilities at MID’s Mountain House

substation and for MID to provide transmission service and incidental retail electric service for the Project; and

WHEREAS, MID and PG&E seek to accommodate Cool Earth's request that MID interconnect the Project and provide transmission service and incidental retail electric service for the Project; and

WHEREAS, MID seeks to comply with federal laws requiring transmission owners and operators to provide open access to their transmission system to third party generators; and

WHEREAS, MID and PG&E seek to comply with PU Code section 9610, the state law that defines the areas where MID and PG&E are authorized to provide electric service, and with state laws encouraging avoidance of duplication of facilities; and

WHEREAS, allowing MID to interconnect the Project and provide transmission service and incidental retail electric service would avoid the waste of materials, increased costs, waste of manpower, and economic loss and would not be detrimental to the efficiency and best interests of MID or PG&E; and

WHEREAS, MID may interconnect the Project at MID's Mountain House substation and transmit its output and provide retail electric service that is incidental to the interconnection of the Project to MID's Mountain House substation, which is limited to power transformer losses when the Project is offline. MID will not purchase Project output; and

WHEREAS, other than the provision by MID to Cool Earth of transmission service for the Project and incidental retail electric service limited to power transformer losses when the Project is offline, there shall be no other change to the service areas defined in PU Code section 9610;

NOW, THEREFORE, in consideration of the forgoing recitals and respective covenants and agreements contained in this Agreement, MID and PG&E (collectively, the "Parties") agree as follows:

II. AGREEMENT TERMS.

A. Service Area Exception.

In order to comply with PU Code section 9610, which defines the areas where MID and PG&E are authorized to provide electric service, and to avoid duplication of facilities and economic waste consistent with PU Code sections 9610 and 8101 through 8108, this Agreement allows for interconnection, transmission service, and incidental retail electric service to Cool Earth in connection with the Project, as follows:

1. Interconnection of Project and Transmission Service by MID. The Parties agree that the Project may interconnect to MID's transmission facilities at MID's Mountain House substation, and that, pursuant to federal open access transmission requirements, MID may provide transmission service to Cool Earth with respect to Project output. The Project site, the areas where MID and PG&E are authorized to provide service, and the relevant MID and PG&E facilities, including MID's Mountain House substation, are shown in Exhibit 1 hereto.

2. Retail Electric Service. The Parties agree that, except as expressly provided herein, PG&E shall provide Cool Earth with retail station service at the Project in accordance with PG&E's CPUC-approved retail tariffs. MID may only provide incidental retail electric service to Cool Earth at the Project, which is limited to power transformer losses when the Project is offline.

3. No Service Territory Modifications. This Agreement provides only for the specified exception to MID's and PG&E's service territories as defined in PU Code section 9610 consisting of the interconnection of the Project and related transmission service by MID, and the limited, incidental retail electric service by MID to Cool Earth described in Sections II.A.1 and 2 above. Other than the exception specifically provided by this Agreement, there is no change to the areas where MID and PG&E are authorized to provide service, as defined in PU Code section 9610.

B. Other Obligations.

This Agreement has no effect on MID's and PG&E's respective obligations, if any under (a) the Interconnection Agreement, executed October 29, 2009, between MID and PG&E, including the requirement that any adverse impacts to the PG&E transmission and distribution system be mitigated by MID and Cool Earth; or (b) California Independent System Operator tariffs.

C. CPUC Approval Requirement.

The effectiveness of this Agreement is contingent upon its approval, without modification, by the CPUC.

III. ADDITIONAL TERMS.

A. Regulatory Approvals.

MID and PG&E shall request approval of this Agreement by the CPUC. PG&E will indicate in the proceedings conducted by the CPUC that PG&E supports the Agreement.

B. Cooperation and Waiver of Claim.

MID and PG&E agree to reasonably cooperate with regard to any third party claims that the Agreement violates PU Code section 9610; provided, however, that neither Party shall be obligated to actively defend the other against any such third party claims. Each Party waives any claims by that Party against the other Party in connection with PU Code section 9610.

C. Costs.

Each Party shall bear its own costs of negotiating this Agreement and participating in any proceedings regarding approval of the Agreement at the CPUC, and of defending against any third party claims against the Party.

D. Dispute Resolution.

In the event of a disagreement between the Parties arising out of this Agreement (“Disagreement”), then:

1. Notice. The Party alleging a Disagreement (“Alleging Party”) shall provide written notice to the other Party (“Responding Party”) in which it sets forth the facts giving rise to the Disagreement (“Notice”). Within 15 days of receipt of such Notice, the Responding Party shall respond in writing to the allegations set forth in the Alleging Party’s notice (“Response”).

2. Meet and Confer. If the Parties have not resolved the Disagreement within 15 days of the Response, then business persons from MID and PG&E with sufficient authority to resolve the Disagreement shall meet and confer in person (the “Meet and Confer”) to discuss and in good faith attempt to resolve the Disagreement. Any Party, or all Parties, may choose to have counsel attend the Meet and Confer, but attendance of counsel shall not be mandatory.

3. Voluntary Mediation. If the Parties do not resolve the Disagreement during the Meet and Confer, or within 10 days thereafter, MID and PG&E shall in good faith discuss whether to retain a mediator to help the Parties attempt to resolve the Disagreement; however, neither Party shall be obligated to enter into mediation. In the event that the Parties to choose to mediate the Disagreement, then they shall bear equally the costs of such mediation.

E. Termination.

This Agreement shall terminate if the CPUC fails to issue a final decision approving it, without modification, within twelve (12) months of the date it is filed with the CPUC for approval.

If a third party appeals or challenges a CPUC final decision approving the Agreement without modification, MID may terminate this Agreement upon 30 days' written notice to PG&E.

F. Notice; Consent.

Each Party represents and warrants that it has given any and all notices, and obtained any and all consents, powers and authorities, necessary to permit it and the persons executing the Agreement for it, to enter this Agreement, to do, undertake, or forebear from any act called for herein, and to make this Agreement and all the provisions hereof, fully binding on and enforceable against that Party, including, without limitation, any necessary notice to or consent or approval from its shareholders, creditors, Board of Directors, partners, members, managers, officers, or any similar person, entity, group or body, except that the Parties expressly acknowledge that approval of this Agreement, without modification, must be obtained from the Commission as set forth herein.

G. Waiver.

A waiver of any provision of this Agreement shall not be effective unless such a waiver is made expressly in writing. An express waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

H. Notice.

Delivery of formal notices may be accomplished by hand, via electronic transmission (including but not limited to electronic mail and/or facsimile transmission), by overnight delivery service or courier service, and/or by depositing the item into the United States Mail with the correct address set forth on the envelope and proper postage appended thereto, as follows:

1. To Modesto Irrigation District:

MODESTO IRRIGATION DISTRICT
Roger VanHoy, Assistant General Manager
1231 11th Street
Modesto, CA 95354
Facsimile: (209) 526-7575
Email: rogerv@mid.org

2. To Pacific Gas and Electric Company:

PACIFIC GAS AND ELECTRIC COMPANY
Jess A. Brown, Director, Energy Solutions & Service
Mailing Address:
Mail Code N8C
P.O. Box 770000
San Francisco, CA 94177
Delivery Address:
77 Beale Street, Mail Code N8C
San Francisco, CA 94105
Facsimile: (415) 973-3561
Email: JAB6@pge.com

With a copy to: Yilma Hailemichael, Manager, Electric Transmission Contract Management:

Mailing Address:
Mail Code B13L
P.O. Box 770000
San Francisco, CA 94177
Delivery Address:
77 Beale Street, Mail Code B13L
San Francisco, CA 94105
Facsimile: (415) 973-3561
Email: JAB6@pge.com

I. Assignment; Binding Effect.

This Agreement shall not be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the parties hereto.

J. Interpretation of Agreement.

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any Party. No presumptions or rules of interpretation based upon the identity of the Party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked. In addition, each provision of this Agreement shall be interpreted in such a manner as to be valid and enforceable under applicable law, but if any provision hereof shall be or become prohibited or invalid under any applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without thereby invalidating the remainder of that provision or of any other provision hereof.

K. Choice of Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

L. Integrated Agreement.

This Agreement, including the Recitals which form a material part of this Agreement, constitutes the entire agreement among the Parties and this Agreement supersedes all prior understandings or agreements with respect to its subject matter.

M. Amendment.

This Agreement may not be altered, amended, modified or otherwise changed, except in writing duly executed by authorized representative of each of the Parties and approved by the CPUC.

N. Execution by Counterparts.

This Agreement may be executed in counterparts, which taken together, shall constitute an original. Facsimiles of original pages shall be binding on the Parties to the Agreement. The Parties shall exchange original signed counterparts as soon as possible.

O. Benefit of Agreement.

This Agreement is made solely for the benefit of the Parties and it is not made for the benefit of any person, firm, association, corporation, or public entity that is not a Party hereto; and no person, firm, association, or public entity other than the Parties shall have any right to enforce this Agreement.

P. Authority to Sign and Implement Agreement.

Each Party represents and warrants that it has the necessary Board, corporate, and/or legal authority to enter into this Agreement and to perform each and every duty and obligation provided for herein, and that this Agreement, when executed by the duly authorized representatives of each Party, represents a valid, binding, and enforceable legal obligation on each party. Each individual affixing a signature to this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Party represented, and that by signing this Agreement, a valid, binding and enforceable legal obligation of said party has been created.

IV. EXECUTION.

This Agreement shall become effective among the Parties on the date the last Party executes the Agreement, as indicated below. In witness whereof, intending to be legally bound, the Parties hereto have duly executed this Agreement on behalf of the Parties they represent.

The undersigned represent that they are authorized to sign on behalf of the Party represented.

Modesto Irrigation District

By: Allen Short

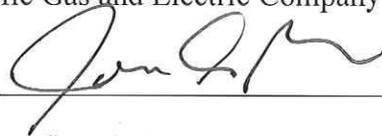
Name: ALLEN SHORT

Title: General Manager

Date: 8.22., 2012

The undersigned represent that they are authorized to sign on behalf of the Party represented.

Pacific Gas and Electric Company

By:  _____

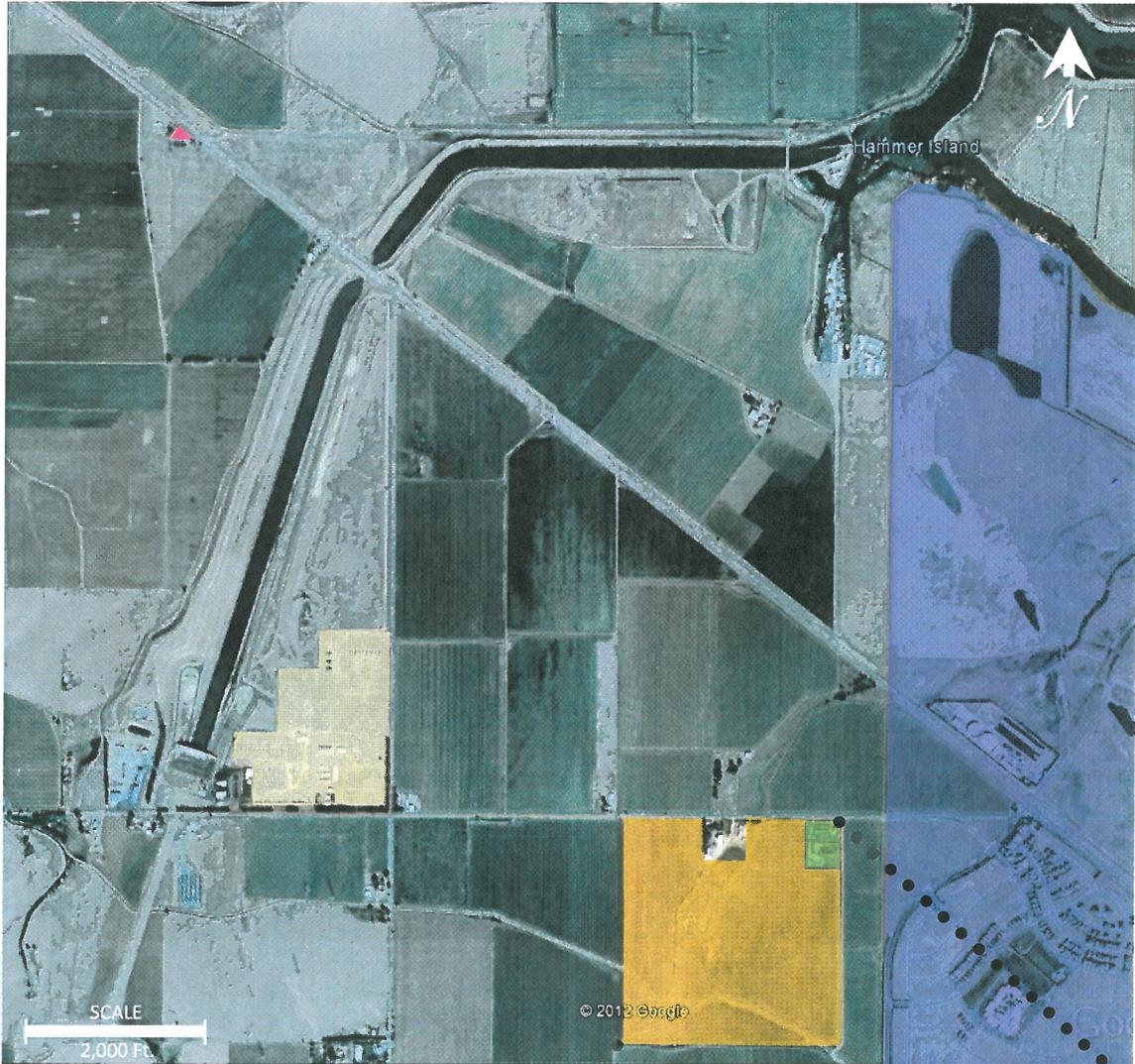
Name: Jess A. Brown

Title: Director, Energy Solutions & Service

Date: Aug 20th, 2012

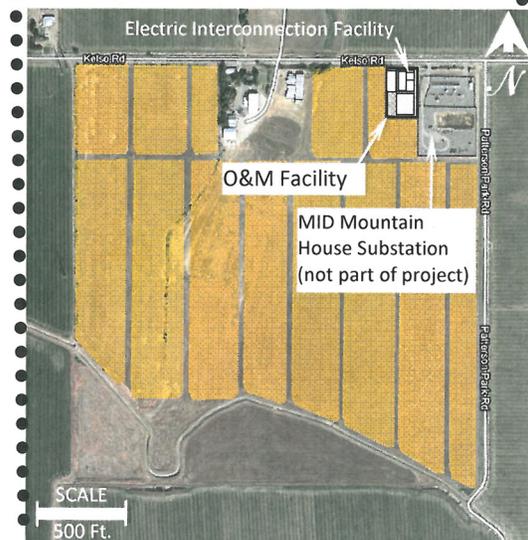
EXHIBIT 1

EXHIBIT 1



LEGEND

-  MID Electric Service Area
(Mountain House Community Services District)
-  Proposed Project Site
-  MID Mountain House Substation
-  PG&E Herdlyn Substation
-  PG&E Electric Service Area
(Everywhere outside of MID Electric Service Area)
-  WAPA Tracy Substation



ATTACHMENT B

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of Pacific Gas and Electric
Company (U 39 E) and Modesto Irrigation
District for Approval of Agreement
Regarding Interconnection of the
Altamont Solar Energy Center

Application 12-08-____
(Filed August 27, 2012)

**DECLARATION OF PETER O'BRIEN IN SUPPORT OF
APPLICATION OF PACIFIC GAS AND ELECTRIC COMPANY
AND MODESTO IRRIGATION DISTRICT FOR APPROVAL
OF AGREEMENT REGARDING ALTAMONT SOLAR ENERGY CENTER**

I, Peter O'Brien, declare:

1. I am Senior Business Development Manager for Cool Earth Solar, Inc. ("Cool Earth"), headquartered in Livermore, California, where I have been employed since 2008. Throughout my employment with Cool Earth, I have had and continue to have primary responsibility for development of solar projects in northern California. Because of these responsibilities, I have personal knowledge of the matters stated in this Declaration and if called upon to testify could competently do so.

2. Cool Earth is committed to reducing greenhouse gas emissions by installing solar technology to reduce fossil-fueled electricity generation. Cool Earth focuses on installing 10 to 20 megawatt ("MW") solar projects sited near load and existing electricity infrastructure on pre-disturbed land not in active agricultural production.

3. Cool Earth currently proposes to develop a solar photovoltaic project, the Altamont Solar Energy Center (the "ASEC"), at a site that meets all of the criteria described above. After scouring Alameda County and speaking with County officials, Cool Earth identified the ASEC site. This approximately 150-acre site is not under Williamson Act contract, and is not designated prime agriculture. While it is disked twice a year for weed abatement, the site has not been farmed in over 15 years.

4. The ASEC would support California's efforts to achieve the 33% Renewable Portfolio Standard. It is also expected to create over 250 jobs, mostly based in the region, and offset 3,300 tons of CO₂ per year, which is the equivalent of removing 630 cars from the road.

5. In order to inform the community about the ASEC project, Cool Earth held numerous community meetings with multiple chapters of the Sierra Club, gave presentations at numerous community meetings in the nearby Mountain House area, contacted state and local elected officials, and corresponded with other environmental organizations, including the Tri-Valley Conservancy. The United States Fish and Wildlife Service visited the project site and determined that it expected no take of federally listed species would occur as a result of the project. In all, there have been over 150 stakeholder engagements in connection with the ASEC project and feedback from the community is supportive. Additionally, Cool Earth has developed an agreement with the local community college, San Joaquin Delta College, to assist in training students for careers in power generation. Copies of letters of support for the project are included as Exhibit 1 hereto.

6. On December 15, 2011, Alameda County's East County Board of Zoning Adjustments ("EBZA") adopted a Mitigated Negative Declaration and issued a Conditional Use Permit for the project. On February 28, 2012, the Alameda County Board of Supervisors denied the December 23, 2011 appeal of the Tri-Valley Conservancy and upheld the decision of the EBZA.

7. Interconnection has become the biggest challenge for the ASEC project. A unique feature of the site is that it is located close to the electrical infrastructure of two utilities – Pacific Gas and Electric Company ("PG&E") and Modesto Irrigation District ("MID"). The site is located within PG&E's service territory and will receive station power from PG&E in accordance with PG&E's California Public Utilities Commission ("CPUC") approved retail tariffs. A PG&E 12 kV line runs along the northern border of the site. The nearest substation is MID's Mountain House substation, located on a parcel adjacent to the northeast corner of the project site.

8. Cool Earth may request interconnection to PG&E's electric transmission system under PG&E's Federal Energy Regulatory Commission-approved tariffs. In fact, Cool Earth pursued an interconnection request with PG&E until Cool Earth determined that such an

interconnection was economically infeasible and would not be completed within the required time frame for the ASEC project.

9. Cool Earth submitted a request to PG&E to interconnect a 10 MW solar photovoltaic project to PG&E's system at PG&E's Herdlyn substation in August 2010. Approximately one month later, PG&E held a scoping meeting via conference call and informed Cool Earth that such an interconnection would require reconductoring of transmission lines and significant upgrades at the Herdlyn substation. Cool Earth determined that the costs of these activities were prohibitive. Cool Earth reduced the project to 1.5 MW and submitted an interconnection request for the smaller project in November 2010. Approximately five months later, PG&E completed a System Impact Study. That Study indicated approximately \$1.955 million in upgrades, including replacing a circuit breaker with a circuit switcher and the installation of Direct Transfer Trips, would be required to interconnect the smaller project. At this point, because the project was significantly smaller than Cool Earth desired, and the costs were so high, Cool Earth began to consider an interconnection with MID.

10. Connecting to the MID Mountain House substation as an alternative to a PG&E interconnection is attractive to Cool Earth for a number of reasons. First, since the substation is larger, newer, and closer to the project site than PG&E's Herdlyn substation, Cool Earth expects the Mountain House substation will be able to accommodate the ASEC project's eventual full capacity potential of 15 to 20 MW. This means more solar energy for California as the full project site could be used. It also improves the project's economics due to economies of scale, which benefits California ratepayers. Second, Cool Earth expects that interconnection costs should be much lower at the Mountain House substation. There are existing 21 kV and 69 kV lines that the project could interconnect to, and ample additional space in the switchyard for a step-up transformer. MID has communicated to Cool Earth that it will not purchase or otherwise take title to output from the ASEC project.

11. Cool Earth submitted an application for interconnection to MID in September 2011. Cool Earth also requests that MID provide transmission service, and incidental retail electric service, limited to power transformer losses when the ASEC project is offline. Cool Earth withdrew its interconnection application with MID on December 21, 2011, and has informally requested that MID continue to address the steps necessary to interconnect the Project. Cool Earth may submit a new interconnection application and request for transmission

service and incidental retail electric service, if the CPUC approves the Agreement Regarding Interconnection of, and Transmission and Incidental Retail Electric Service to, Cool Earth Solar, Inc. Project.

12. Because Cool Earth's ASEC project will be located in PG&E's service territory, MID informed Cool Earth that Cool Earth would be a PG&E retail electric customer for station power. MID further informed Cool Earth that state law requires that the Commission approve an agreement between PG&E and MID to accommodate Cool Earth's request for interconnection and transmission of the ASEC project, and incidental electric service limited to power transformer losses when the ASEC project is offline, by MID. Forward progress on the project has stalled pending resolution of the interconnection issue. Cool Earth has determined that if the ASEC project is not able to interconnect to MID's Mountain House substation, the project will not be able to move forward.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this Declaration on August 17, 2012 in Alameda County, California.



Peter O'Brien

EXHIBIT 1

228 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
PHONE: (202) 225-1880
FAX: (202) 225-5914

DISTRICT OFFICE:
1981 N. BROADWAY, SUITE 220
WALNUT CREEK, CA 94696
PHONE: (925) 932-8899
FAX: (925) 932-8159

<http://garamendi.house.gov>

Congress of the United States
House of Representatives
Washington, DC 20515

COMMITTEE ON ARMED SERVICES
SUBCOMMITTEE ON STRATEGIC FORCES
SUBCOMMITTEE ON TACTICAL AIR AND LAND
FORCES

COMMITTEE ON NATURAL RESOURCES
SUBCOMMITTEE ON NATIONAL PARKS,
FOREST AND PUBLIC LANDS
SUBCOMMITTEE ON WATER AND POWER

July 22, 2011

Ms. Jana Weldon
Senior Planner
County of Alameda
224 W. Winton Avenue
Hayward, CA 94544

Dear Ms. Weldon:

Cool Earth Solar has requested my support for its application to the County of Alameda for a Conditional Use Permit (CUP) for its solar farm project, the Altamont Solar Energy Center (ASEC).

Cool Earth Solar, headquartered in Livermore, CA, specializes in solar technology. I have met with company executives and toured the manufacturing facility, where I learned that Cool Earth Solar provides sustainable renewable energy using a concentrated photovoltaic technology made from abundant and inexpensive materials. I recognize that Cool Earth Solar is committed to applying best practices in deploying its solar equipment to maximize environmental benefits. I am confident that concentrated photovoltaic technology, such as that developed by Cool Earth Solar, has the ability to effectively meet the nation's demand for electricity using a clean and renewable source.

I support this application and hope that Cool Earth Solar's request for a CUP will be given full and fair consideration consistent with applicable laws and regulations. I understand that this funding would enable Cool Earth Solar to expand its production of solar technology and further the company's commitment to producing clean energy to address the global energy crisis.

Sincerely,



JOHN GARAMENDI
Member of Congress, CA-10

LIVERMORE VALLEY
CHAMBER OF
COMMERCE*Celebrate Enterprise*

Ms. Jana Weldon
Senior Planner County of Alameda
224 W. Winton Avenue
Hayward, CA 94544

October 11, 2011

Dear Ms. Weldon;

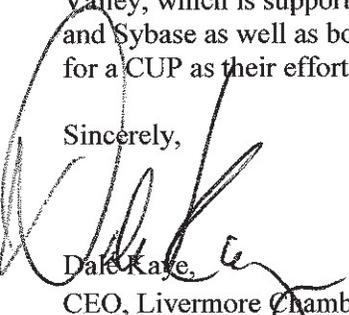
I write to express my support for Cool Earth Solar's application to the County of Alameda for a Conditional Use Permit (CUP) for its solar farm project, the Altamont Solar Energy Center (ASEC). Cool Earth Solar, headquartered in Livermore, CA, specializes in solar technology and is committed to producing clean energy to address the global energy crisis.

The Livermore Valley Chamber of Commerce has visited Cool Earth Solar, along with senior officials from our national labs, congressmen and other government officials. All have been impressed with their tour of the Cool Earth Solar development site and Cool Earth's ability to provide sustainable, renewable energy using concentrated photovoltaic technology made from abundant and inexpensive materials.

I am also a board member and one of the founders of Innovation Tri-Valley, a business lead initiative to create an ecology of innovation in the Tri-Valley. This initiative is a collaborative of businesses and the government to help our regional business grow and scale, resulting in job growth and community vitality. We feel that California must erase barriers for clean tech companies to access necessary capital that will enable their business to grow, there-by creating permanent, private sector jobs. We want to make sure the Cleantech sector can provide economic rewards for all Tri-Valley and attract more companies like Cool Earth to our region.

As the CEO of the Livermore Valley Chamber of Commerce and a spokes person for Innovation Tri-Valley, which is supported by all Tri-Valley mayors, both our congressmen and businesses like Chevron and Sybase as well as both national labs, I strongly encourage support for Cool Earth Solar's application for a CUP as their efforts have great potential to stimulate grow and reduce reliance on energy imports.

Sincerely,



Dale Kave,

CEO, Livermore Chamber of Commerce
Officer, Innovation Tri-Valley

**i-GATE iHub
Initiative Partners**



Partnership Core

City of Livermore
(iHub Coordinator)
Sandia National Laboratories
(Lead Lab)
Lawrence Livermore National
Laboratory

City of Pleasanton
City of Dublin
City of San Ramon
Town of Danville
City of Fremont
City of Tracy
City of West Sacramento
Alameda County
Board of Supervisors

University of California, Berkeley
University of California, Davis
California State University,
East Bay
CSU Board of Trustees
Golden Gate University
Las Positas Community College
University of Michigan

Joint BioEnergy Institute (JBEI)
Center for Information
Technology Research in the
Interest of Society (CITRIS)
California Fuel Cell Partnership
Institute for Commercialization,
Entrepreneurial Collaboration
and Partnership (ICECaP)
Scion Group (a New Zealand
Crown Research Institute)

Livermore Chamber of Commerce
East Bay Economic
Development Alliance
Alameda County Small Business
Development Center
Workforce Incubator
Alameda County One-Stop
Bridgelux, Inc.
General Motors

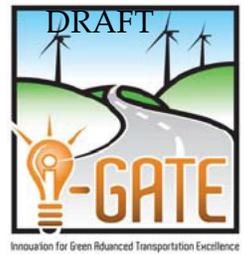
Global Cleantech Partners
Kickstart Fund
New Enterprise Associates
NewLine Ventures, LLC
Wavepoint Ventures, LLC

i-GATE iHub
1052 S. Livermore Ave
Livermore, CA 94550
(925) 960-4140
(925) 960-4149 FAX

www.igateihub.org

September 27, 2011

Ms. Jana Weldon
Senior Planner
County of Alameda
224 W. Winton Avenue
Hayward, CA 94544



**National Energy Systems
Technology Incubator**

Dear Ms. Weldon,

I write to express my support for Cool Earth Solar's application to the County of Alameda for a Conditional Use Permit (CUP) for its solar farm project, the Altamont Solar Energy Center (ASEC). Cool Earth Solar, headquartered in Livermore, CA, specializes in solar technology and is committed to producing clean energy to address the global energy crisis.

i-GATE is designated as one of twelve "innovation hubs (iHubs)" in the State of California by the Governor's Office of Economic Development. The i-GATE National Energy Systems Technology (NEST) program fosters innovation, job creation, and education of the future workforce in green technologies. Based in Livermore, California, i-Gate works with the local Tri-Valley and Alameda County community to support the growth of small technology businesses and maximize the economic potential of green transportation and clean-energy technologies.

I have toured a Cool Earth Solar development site where I watched the solar collectors in the field track the sun, concentrate light onto solar cells, and produce electricity. Cool Earth Solar provides sustainable renewable energy using a concentrated photovoltaic technology made from abundant and inexpensive materials. We support Cool Earth Solar's commitment to applying best practices in deploying its solar equipment to maximize environmental benefits. i-Gate encourages and will assist Cool Earth Solar's involvement with local community colleges to integrate solar education into the curriculum. The Cool Earth Solar technology is an innovative clean-energy technology that has the ability to maximize both environmental, economic, and educational benefits.

I strongly encourage support for Cool Earth Solar's application for a CUP as their efforts have the overall potential to stimulate job growth while also reducing greenhouse gases and the regional reliance on energy imports. I hope that you will give their application full and fair consideration.

Regards,

Bruce Balfour
President, i-GATE NEST



San Joaquin Delta College

October 4, 2011

Ms. Jana Beatty Weldon
Senior Planner
Alameda County Planning Department
24 West Winton Avenue, Suite 111
Hayward, CA 94544

Re: Altamont Solar Energy Center Project, Conditional Use Permit PLN2011-00009

Dear Ms. Weldon:

I write to express my support for Cool Earth Solar's (CES) application to the County of Alameda for a Conditional Use Permit (CUP) for its solar energy facility, the Altamont Solar Energy Center (ASEC).

San Joaquin Delta College (SJDC) provides rigorous, high quality degree and certificate curricula in lower-division arts and sciences and in career and technical fields. The ASEC project is in close proximity of SJDC's South Campus at Mountain House, CA and presents unique learning opportunities. CES and SJDC are working together to integrate scheduled site visits to the ASEC project site by students in certificate programs as part of their course work. This will allow students to see renewable energy working in the field and is appropriate for students in our engineering, electrician, and science fields of study. CES and SJDC are further working towards matching of guest lecturers from CES to SJDC courses and of matching SJDC students for appropriate internships and job opportunities.

I have toured a Cool Earth Solar development site where I watched the solar collectors in the field track the sun, concentrate light onto solar cells, and produce electricity. CES provides sustainable renewable energy using a concentrated photovoltaic technology made from abundant and inexpensive materials. I was also shown how the technology is designed for easy removal and reduced environmental impact. We support CES' commitment to extending its renewable energy efforts to the integration of solar education into our curriculum.

The ASEC project has the ability to provide educational, employment, and environmental benefits. For these reasons, I strongly encourage support for Cool Earth Solar's application for a CUP.

Sincerely,

A handwritten signature in black ink that reads "Kathleen A. Hart". The signature is written in a cursive, flowing style.

Kathleen A. Hart, Ph.D.
Assistant Superintendent/Vice President of Instructional Services

28 September 2011

Ms. Jana Beatty Weldon, Senior Planner
Alameda County Planning Department
224 West Winton Avenue, Suite 111
Hayward, CA 94544

sent by email and U.S. mail

Comments on
Initial Study/Mitigated Negative Declaration: Altamont Solar Energy Center Project
Conditional Use Permit PLN2011-00009

I am a member of the Executive Committee of the Delta-Sierra Group, a regional unit of the Mother Lode Chapter of the Sierra Club located in San Joaquin County in Northern California. We focus on outdoor activities and give serious attention to environmental issues. We all agree to practice the Sierra Club motto that you should "Explore, Enjoy and Protect the Planet".

On September 26, two representatives from Cool Earth Solar, Tony Chen and Peter O'Brien, came to visit our chapter and give us a presentation on the company, their technology, their approach to solar development, and their current project near Mountain House. I, along with other members of our chapter, was impressed with their commitment to be good environmental stewards and at their innovative approach to solving some of the challenges facing greater deployment of renewable energy in California.

I write to you today to state my support for Cool Earth Solar's approach to solar development to the extent it is consistent with the best practices they highlighted during their presentation. This means selecting sites that are:

- Close to load
- Close to existing infrastructure (i.e. doesn't require brand new transmission corridors to be built)
- Sited on previously disturbed land that is either not prime land or which has not been actively farmed for many years, and which is not under Williamson Act contract

In addition, I understand the company will use earth screws instead of concrete pillars to support their structures. I applaud this approach, which will make it easier to decommission the project and restore the site to agricultural use at the end of the project's life.

Cool Earth Solar's collaboration with San Joaquin Delta College will also offer positive benefits to students in the area. Aside from my work with the Sierra Club, I am also a retired professor of physics and astronomy. For 30 years I taught at San Joaquin Delta College. Cool Earth Solar's collaboration with San Joaquin Delta College will allow students to visit the ASEC project site, which will help students connect classroom learning to the real world.

It is clear that we need more renewable energy in order to meet our new Renewable Portfolio Standard of 33% of electricity supplied from renewables by 2020. While I believe rooftops are a great place to put solar, from my own experience, I can see that there are many challenges to the development of solar on rooftops, which is why we need both distributed ground-mounted solar systems as well as rooftop systems in order to meet this standard. When I asked for a quote from a solar installer I was told that a project on my house would require that I chop down some of my trees because otherwise they would shade the panels and limit their output. A colleague had a similar experience and was told that the installation would never make economic sense. Perhaps in the future new approaches will be developed that will bring down the expense of rooftop solar. For the immediate future, however, we must act quickly to reduce our carbon emissions and we must do so in an environmentally responsible manner. Cool Earth Solar appears to be doing just that and I am writing to give my enthusiastic support for their company, their approach, their personnel and their project in Mountain House.

Respectfully submitted,



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