



FINANCE MEMORANDUM
#16-10

DATE: June 13, 2016

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: James A. Hayes, AICP, City Manager 
Jason Loveland, Director of Finance 

SUBJECT: CR-64 First Amendment to Community Solar Services Agreement

BACKGROUND:

On August 24, 2015, the City entered into a Community Solar Services Agreement with Jeffco Community Solar Gardens, LLC. Four electric meters that power the water and sewer utilities of the city will be subscribed to the solar garden with an estimated savings of \$591,000 over the next 20 years.

UPDATE:

The First Amendment to the agreement confirms the physical location of the garden to be Jefferson County, CO. The original agreement stated the location of the garden to be in Adams County, CO.

BUDGET IMPACT:

There amendment does not result in a budgetary impact.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the Community Services Agreement.

STAFF REFERENCE:

Contact Jason Loveland at jloveland@northglenn.org or at 303-450-8817.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-64
Series of 2016

Series of 2016

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND JEFFCO COMMUNITY SOLAR GARDENS, LLC FOR SOLAR ENERGY SERVICES

WHEREAS, the City of Northglenn entered into a Community Solar Services Agreement with Jeffco Community Solar Gardens, LLC for solar energy services on August 24, 2015; and

WHEREAS, the parties desire to amend the Original Agreement to update the associated project location and address, as more particularly described in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The First Amendment to the Agreement between the City of Northglenn and Jeffco Community Solar Gardens, LLC for solar energy services, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2016.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

FIRST AMENDMENT TO
COMMUNITY SOLAR SERVICES AGREEMENT

THIS FIRST AMENDMENT TO COMMUNITY SOLAR SERVICES AGREEMENT (this “**First Amendment**”) dated as of June _____, 2016 (the “**First Amendment Effective Date**”), is entered into by and between the City of Northglenn, a Colorado municipal corporation (“**Northglenn**”) and Jeffco Community Solar Gardens LLC, a Colorado limited liability company (“**Jeffco**”), and together with Northglenn, each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. Northglenn and Jeffco entered into that certain Community Solar Services Agreement dated as of August 24, 2015 (“**Original Agreement**”).

B. The Parties each now desire to amend the Original Agreement to update the associated project location and address, as more particularly set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Capitalized Terms**. All capitalized terms not defined herein shall have the same meaning as in the Original Agreement.

2. **Amendments to the Original Agreement**. Section 2 of the Original Agreement is deleted and replaced as follows:

“JCSG will construct, own, operate, and maintain a Community Solar Garden (“**Solar Garden**”) in Jefferson County, Colorado. You are the electricity customer of record at one or more premises located in Jefferson County or a county adjacent to Jefferson County served by Xcel Energy. Colorado law allows you to own a share of the solar energy produced from the Solar Garden and attribute your share of solar energy to one or more of your metered premises. We refer to the premises covered by this Agreement as your “**Location**” or “**Locations**.” (See, C.R.S. §40-2-127, *et seq.*, and Rule 3665, 4 CCR 723-3.)”

3. **Effectiveness**. Except as expressly modified herein, the terms, covenants and conditions of the Original Agreement shall remain in full force and effect.

4. **Conflict of Terms**. In the event of any conflict between the Original Agreement and this First Amendment, the terms and conditions of this First Amendment shall prevail.

5. **Counterparts**. This First Amendment may be executed in any number of counterparts. Any such counterpart, when executed, shall constitute an original of this First Amendment, and all such counterparts together shall constitute one and the same First Amendment. Delivery of an executed counterpart of a signature page of this First Amendment by electronic means of delivery, including portable document format (“pdf”), shall be effective as delivery of a manually executed counterpart of this First Amendment.

6. **Authority**. Each of the individuals executing this First Amendment on behalf of a Party individually represents and warrants that he or she has been authorized to do so and has the power to bind the Party for whom they are signing.

IN WITNESS WHEREOF, each Party has caused this First Amendment to be signed by its respective duly authorized representative as of the First Amendment Effective Date.

City of Northglenn,
a Colorado municipal corporation

By: _____

Name:

Its:

Jeffco Community Solar Gardens LLC,
a Colorado limited liability company

By: _____

Name:

Its: