

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 315-12

AN ORDINANCE

authorizing an amendment to the solar demonstration agreement with Dow Chemical Company for construction of a solar photovoltaic array structure located at Tiger Lane and Bernadette Street; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an amendment to the solar demonstration agreement with Dow Chemical Company for construction of a solar photovoltaic array structure located at Tiger Lane and Bernadette Street. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2012.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AMENDMENT TO SOLAR DEMONSTRATION AGREEMENT

This Amendment dated as of ___, 2012 ("Amendment No. 1"), is an amendment to the Solar Demonstration Agreement ("Contract") between **The Dow Chemical Company** ("Dow"), and **the City of Columbia, Missouri** ("City") dated September 22, 2010. Dow and the City are each individually referred to as the "Party" and collectively referred to as the "Parties."

WHEREAS, the Parties entered into the Contract for a period beginning on September 21, 2010 and ending on September 20, 2013 ("Original Term"), whereby they agreed to collaborate in erecting a solar array structure, for demonstration purposes, to generate electrical power for the City;

WHEREAS, the Parties desire to amend the Contract to extend the Original Term of the Contract, change certain terms of the contract, and to amend the contract to reflect the removal of certain previously erected arrays and construction of new arrays using post-commercial shingles;

THEREFORE, in accordance with Section 4.10 of the Contract and in consideration of the mutual promises contained herein, Dow and City agree as follows:

1. Capitalized terms used but not otherwise defined in this Amendment No. 1 shall have the same meaning ascribed to them in the Contract.
2. Article 1 is hereby amended and substituted in its entirety as follows:

Article 1- PREVIOUS PROJECTS AND SCOPE OF CURRENT PROJECT

The Parties have a mutual interest in developing solar photovoltaic energy systems for demonstration and understanding potential applications for electrical power generation. To promote their mutual interest, the Parties have previously collaborated to construct solar arrays and desire to collaborate once again to construct two additional solar arrays.

Section 1.1. Previous Projects.

The Parties have previously, in conjunction with Prost builders Inc/Missouri Solar Applications LLC ("Prost/MSA") constructed (i) an operating 5kW solar photovoltaic array in Columbia; and (ii) three solar arrays with combined DC capacity of 11.8kW ("POWERHOUSE Arrays") on City owned property located at Tiger Lane & Bernadette Street in Columbia, MO ("Solar Field"). The POWERHOUSE Arrays were constructed as a demonstration project after the execution of this Agreement, i.e. September 21, 2010, but prior to Amendment No. 1 to the Agreement, i.e. ___, 2012. To construct POWERHOUSE Arrays, Dow had provided, at

no cost to the City, inter alias, three 240V DC/AC inverters (collectively "240V Fronius Inverters").

(i) Section 1.1. Removal of POWERHOUSE Arrays and Current Projects.

In furtherance of their efforts to collaborate, and because the POWERHOUSE Arrays were installed with pre-commercial shingles, the Parties have agreed that Dow shall, at no cost to the City, (a) remove the POWERHOUSE Arrays; and (b) install two new solar arrays on the existing NE platform structure with Dow's higher efficiency, production quality current product with combined DC capacity of 7.7 kW (the "Project") on the Solar Field, once again for demonstration purposes.

3. Section 2.1 is hereby amended and substituted in its entirety by the following:

Section 2.1. Dow's Role and Responsibilities.

2.1.1 Dow shall provide, at no cost to the City, the components required for the Project. These components collectively referred to as the "Product") are as follows:

- a) Dow Solar Shingles under development by Dow;
- b) Related flashing components;
- c) Fire-shield underlayment; and
- d) Any data loggers and internet communications devices deemed necessary by Dow for data collection.

In addition to the Products listed above, Dow shall also reuse the 240V Fronius Inverters from the POWERHOUSE Arrays removed by Dow, as a component for the Project, and any reference to "Product" in this Agreement shall be deemed to include the 240V Fronius Inverters.

2.1.2. Dow shall bear all costs of constructing the Project, including but not limited to, labor costs invoiced by Prost/MSA and costs of the Product.

4. Section 2.2 is amended and substituted in its entirety by the following:

2.2. The City's Roles and Responsibilities.

- 2.2.1 The City may oversee installation of the Product or other work to insure compliance with design and municipal laws and regulations.
- 2.2.2 The City shall provide Dow or its designees reasonable access to the Structure and the Product to observe and collect performance data.
- 2.2.3 If any building permits or utility permits are required, the City shall in good faith try to obtain any governmental approvals, permits, registrations, licenses, inspections, or other authorizations (collectively, the "Authorizations") necessary to proceed with the Project and render the Agreement enforceable. In the event the City is unable to obtain such Authorizations, this Agreement is terminated without further obligation to either Party.
- 2.2.4 At all times the City assumes complete ownership, control and responsibility for the Structure (excluding the Product), including its maintenance and repair. The City agrees that it will not sell, transfer or otherwise encumber the Structure or the Product without Dow's prior written consent. In the event the City sells, transfers or otherwise encumbers the land the Structure is located on or the City chooses not to maintain or repair the Structure, Dow has the option to terminate this Agreement and/or remove the Product from the Structure; without further obligation to either Party.
- 2.2.5 The City shall ensure that no one is granted physical access to Product that would enable studying, reverse engineering or deconstructing the Product without written approval from Dow.
- 2.2.6 The City agrees to maintain the Product within a locked, fenced area that limits open access by the general public. The City shall post appropriate signage advising of electrical dangers. Neither Party shall be held liable for damage to the Product, nor for its loss, or loss of output, or loss of data for any reason.

- 5. Section 4.1 is amended by substituting any references to "2013" with "2015."
- 6. Except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect. In the event of any conflict between the terms of the Contract and the terms of this Amendment No. 1, the terms of this Amendment No. 1 will control.

7. The terms set forth in this Amendment No. 1 are not binding until signed by both of the authorized representatives of the parties named below.

CITY OF COLUMBIA, MISSOURI

By: _____

Title: _____

Date: _____

Attest:

, City Clerk

APPROVED AS TO FORM:

, City Counselor

THE DOW CHEMICAL COMPANY

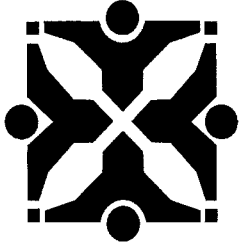
By: _____

Title: _____

Date: _____

Attest:

Witness



Source: Water & Light 

Agenda Item No:

To: City Council

From: City Manager and Staff 

Council Meeting Date: Nov 5, 2012

Re: Amendment to Solar Demonstration Agreement

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute an amendment to the solar demonstration agreement with the Dow Chemical Company. The Dow solar demonstration project is a project where photovoltaic shingles are being tested at our Tiger Lane and Bernadette Street Demonstration Site. This agreement will replace the three original photovoltaic arrays with newer higher efficiency arrays and extend the agreement for 2 years, from September 20, 2013 to September 20, 2015.

DISCUSSION:

The Dow Chemical Company has contracted with the City to install three photovoltaic demonstration arrays at our Tiger Lane and Bernadette Street site. This demonstration project was a pre-commercial test project for photovoltaic shingles. Dow Chemical Company has expressed an interest to convert two of the sites into a post-commercial demonstration project for their higher efficiency shingles. In addition, the Dow Chemical Company would like to extend the agreement for 2 years, from September 20, 2013 to September 20, 2015.

Dow Chemical Company will provide, at no cost to the City, the components required for the project conversion. Dow Chemical Company will bear all costs of constructing the project conversion.

Staff requests approval of an ordinance authorizing the City Manager to execute an amendment to the solar demonstration agreement with the Dow Chemical Company.

FISCAL IMPACT:

None

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

None

SUGGESTED COUNCIL ACTIONS:

Staff recommends Council approve the ordinance authorizing the City Manager to execute an amendment to the solar demonstration agreement with the Dow Chemical Company.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost		New Program/ Agency?	No	Federal or State mandated?	Yes
Amount of funds already appropriated		Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed		Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time		Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing		Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	