

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS (“BOCC”) OF PITKIN COUNTY,
COLORADO APPROVING AN AGREEMENT WITH
ROARING FORK TRANSPORTATION AUTHORITY
 (“RFTA”) AND HOLY CROSS ENERGY (“HCE”) FOR
THE ASPEN AIRPORT BUSINESS CENTER (“AABC”)
INTEGRATED CLEAN ENERGY MICROGRID
PROJECT**

RESOLUTION NO. 118-2025

RECITALS

WHEREAS, pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter (“HRC”) official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens, and;

WHEREAS with support from the Department of Local Affairs (DOLA) Renewable and Clean Energy Initiative grant program, Pitkin County, Holy Cross Energy (“HCE”) and Roaring Fork Transportation Authority (“RFTA”) herein after referred to as the “Project Partners” desire to enter into a partnership agreement to jointly own and operate the AABC Integrated Clean Energy Microgrid, and;

WHEREAS pursuant to Resolution No. 026-2022, adopted on March 23, 2022, the Board of County Commissioners (“BOCC”) approved a grant agreement with DOLA to support Phase 1(A) of the AABC Integrated Clean Energy Microgrid Project in the amount of \$1,700,000. This grant was further increased in the amount of \$507,475 for a total of \$2,207,475 in potential funding, and;

WHEREAS with DOLA’s support, Project Partners are in the process of constructing a Microgrid to create a resilient and 100% clean energy system that balances production, storage and distribution of HCE electric service across public facilities that provide critical services to the citizens of and the visitors to Pitkin County;

WHEREAS the Microgrid is designed for the benefit of RFTA’s Aspen Maintenance Facility, the Pitkin County Public Works Facility and the Aspen/Pitkin County Airport and is intended to provide additional clean energy to the community that models a net-zero energy, resilient electric system for other public facilities across the state, and;

WHEREAS the County and RFTA also wish to bolster the electric resiliency of the Facilities while simultaneously reducing greenhouse gas emissions from their operations, and;

WHEREAS the agreement with the Project Partners memorializes the planning, design, construction ownership, operation, and maintenance of the Microgrid, including the facilities, design and construction process agreements, ownership of assets and operational relationships between Pitkin County, RFTA and HCE, and;

WHEREAS Pitkin County owns and operates the 1.5-megawatt battery energy storage system (BESS) and participation in Holy Cross Energy's Demand Response pilot is expected to generate ongoing revenue for Pitkin County to offset operating costs for the BESS, and;

WHEREAS the BOCC reviewed this proposed agreement at its Work Session on November 18, 2025, and directed staff to bring a resolution back to a regular meeting for BOCC consideration and action on the resolution, and;

WHEREAS the BOCC desires to increase resiliency and support the use of local renewable energy resources by entering into an agreement with RFTA and HCE and finds that it is in the best interest of the citizens of and the visitors to Pitkin County to approve this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts a Resolution Approving an Agreement with Roaring Fork Transportation Authority and Holy Cross Energy (**appended hereto as Exhibit A**) for the Aspen Airport Business Center Integrated Clean Energy Microgrid Project and authorizes the Chair to sign the Resolution and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

INTRODUCED AND FIRST READ ON THE 3RD DAY OF DECEMBER, 2025 AND SET FOR SECOND READING AND PUBLIC HEARING ON THE 17TH DAY OF DECEMBER 2025.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE RESOLUTION PUBLISHED IN THE ASPEN DAILY NEWS ON THE 4TH DAY OF DECEMBER, 2025.

NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com) ON THE 4TH DAY OF DECEMBER 2025.

ADOPTED AFTER FINAL READING ON THE 17TH DAY OF DECEMBER 2025.

POSTED BY TITLE AND SHORT SUMMARY AFTER ADOPTION, ON THE OFFICIAL PITKIN COUNTY WEBSITE (www.pitkincounty.com) AFTER ADOPTION, ON THE 23RD DAY OF DECEMBER 2025.

PUBLISHED BY TITLE AND SHORT SUMMARY AFTER ADOPTION, IN THE ASPEN DAILY NEWS ON THE 25TH DAY OF DECEMBER, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

By Sam Engen
Sam Engen
Deputy County Clerk

By: Kelly McNicholas Kury
Kelly McNicholas Kury, Chair

Date: Dec-23-2025

APPROVED AS TO FORM:

MANAGER APPROVAL

By: Richard Neiley, III
Richard Neiley, III
County Attorney

By: Kara Silbernagel
Kara Silbernagel
Interim County Manager

Exhibit A

AGREEMENT
AMONG
PITKIN COUNTY, COLORADO,
THE ROARING FORK TRANSPORTATION AUTHORITY, AND
HOLY CROSS ENERGY
FOR DEVELOPMENT AND OPERATION OF AN
INTEGRATED MICROGRID PROJECT

This Agreement concerning the Aspen Airport Business Center Integrated Microgrid Project (hereinafter “Microgrid”) is entered into and effective this 17th day of December, 2025 by the Board of County Commissioners of Pitkin County (“County”), the Roaring Fork Transportation Authority (“RFTA”), and Holy Cross Energy (“HCE”), who may be jointly referred to as the “Parties.”

1. **Background:**

1.1 Purpose

The Microgrid is an Integrated Electric Microgrid that is created for the benefit of RFTA’s Aspen Maintenance Facility (“AMF”), the County’s Public Works Facility (“PitCo PW”), and the City of Aspen/Pitkin County Airport (“Airport”) (together, the “Facilities”). This Agreement will memorialize the planning, design, construction, ownership, operation, and maintenance of the Microgrid, including the Facilities, Design and Construction Process agreements, Ownership of Assets, and Operational Relationships between the County, RFTA, and HCE.

The County, RFTA, and HCE provide critical services to the citizens and visitors of Pitkin County during “Black Sky Events” as defined and outlined in the Agreement. The Lake Christine Fire exposed significant vulnerabilities in public infrastructure and this project seeks to build resiliency for the core electric services housed at the Facilities while simultaneously building a clean energy system for some of the highest energy consumers in the County. The Microgrid aims to create a regionally resilient and 100% clean energy system that balances production, storage, and distribution of HCE electric service across public facilities. HCE provides electric energy to the Facilities, and the County and RFTA intend to provide additional clean energy to the community that models a net-zero, resilient electrification for other public facilities across the state. The County and RFTA also wish to bolster the electric resiliency of the Facilities while simultaneously reducing greenhouse gas emissions from their operations. Each Party shall own, operate, maintain, and cooperatively manage the Microgrid to the benefit of the public as set forth herein.

1.2 Project Description

The County desires to increase resiliency and support the use of local renewable energy resources by entering into an agreement with RFTA and HCE to partner in the planning, design, construction, ownership, operation, and maintenance of an integrated microgrid. The County owns and operates PitCo PW located at 76 Service Center Road, Aspen, CO, and the As-

pen/Pitkin County Airport at 0233 E. Airport Rd. The County wishes to have both facilities electric resiliency bolstered, and to reduce greenhouse gas emissions by inclusion in the AABC Integrated Microgrid. Pursuant to a lease with the County, RFTA operates the AMF located at 51 Service Center Road, Aspen, CO.

As part of HCE's electrical distribution system, the Microgrid will be comprised of three Battery Energy Storage Systems ("BESS") with associated low voltage switches and transformers, one at each of the three Facilities, as well as various controllers, smart switches and reclosers in HCE's system. The first BESS is to be installed at PitCo PW ("BESS 1"). The second BESS is to be installed at the Airport ("BESS 2"). The third BESS is to be installed at the AMF ("BESS 3"). In addition, a 5MW solar PV installation is to be installed at PitCo PW and AMF ("Solar Farm"). Each Party shall own, operate, maintain, and cooperatively manage the system Microgrid to the benefit of the public as set forth herein.

A. Authorities

Pitkin County Interim Manager
Kara Silbernagel
530 E. Main Street, Suite 302
Aspen Colorado, 81611
Email: kara.silbernagel@pitkincounty.com

Holy Cross Energy Chief Executive Officer
Bryan Hannegan
3799 HWY 82
P.O. Box 2150
Glenwood Springs, CO 81602-2150
Email: bhannegan@holycross.com

Roaring Fork Transportation Authority Chief Executive Officer
Kurt Ravenschlag
2307 Wulfsohn RD
Glenwood Springs Colorado 81601
Email: kravenschlag@rfta.com

1.3 Statement of Mutual Interests, Benefits and Considerations

As part of HCE's electrical distribution system, the Microgrid is based on various controllers, smart switches, reclosers and will include up to three Battery Energy Storage Systems (BESS) with associated low voltage switches and transformers. This Agreement sets forth the statement of mutual interest, benefits and considerations, and memorializes the work accomplished to date.

1.4 Feasibility

The Parties conducted a feasibility study regarding the Microgrid in 2020, which identified the following Tasks:

- Task 1) Site Assessment of existing infrastructure and energy usage
- Task 2) Evaluation of potential energy conservation measures for each Facility
- Task 3) Establish an energy box based on the energy needs of all Facilities as well as the solar farm, RFTA's AMF, Airport and the PitCo PW
- Task 4) Identification of the Clean Energy System - Microgrid & possible heating district
- Task 5) Economic, ownership, and administrative framework

Tasks 1 thru 4 were completed between 2019 and 2021. This Agreement represents the completion of Task 5 in setting in place the economic, ownership and administrative framework and further defining the relationship among the Parties.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN AND FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY EXPRESSLY CONFESSED AND ACKNOWLEDGED, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

2. Representations, Covenants, and Obligations of the County:

The County hereby represents, covenants, and agrees as follows:

- 2.1 Meetings.** County shall coordinate regular meetings among the Parties to develop the design and administer grants.
- 2.2 Design.** County shall:
 - 2.2.1 Prepare and Submit Design and RFP documents for BESS 1, with approval from HCE.
 - 2.2.2 Prepare Preliminary Design Documents for a Future Solar Facility
 - 2.2.3 Prepare Civil Site Work on County Property adjacent to the Animal Shelter to house the Low Voltage Switchgear, BESS 1 isolation transformer and BESS 1
- 2.3 Entitlements and Easements.** County shall:
 - 2.3.1 Obtain all entitlements needed to complete the improvements for BESS 1 and the Solar Farm and any other improvements to be completed that will be owned by the County.
 - 2.3.2 Grant HCE easements on HCE's standard form for any HCE facilities on County property.
- 2.4 Construction.** The County shall be responsible for construction, installation, and commissioning of:
 - 2.4.1. BESS yard including all appurtenances
 - 2.4.2 BESS 1

Requirements for BESS Installation. The BESS shall be installed in compliance with the National Electric Code (NEC) and other applicable local, state, and national building codes, and shall be available for inspection or testing upon request by HCE.

2.5 Ownership, Maintenance and Operation. County shall install, own, maintain, and operate at its sole cost:

- 2.5.1 Existing 104 kWdc Solar PV array at the PitCo PW operating under a preceding generation tariff agreement between the County and HCE which was placed in service in 2017.
- 2.5.2 5MW BESS with approximately 2 MWH (expandable to 8MWH), and its communications or associated equipment
- 2.5.3 The property which the BESS and ancillary equipment will be located on property owned through the Airport

2.6 Enrollment in HCE Microgrid Demand Response (“DR”) Pilot. County agrees to enroll in HCE’s Microgrid DR Pilot and expressly agrees to the following terms and conditions thereof:

- 2.6.1 **Tariffs.** County has reviewed and agrees to the terms of HCE’s “Distribution Flexibility Program – Optional Tariff,” as published and listed on the HCE website and which may be amended from time to time. County agrees the terms of this Tariff are supplemental to HCE’s Electric Service Agreement, to which County also agrees.
- 2.6.2 **Validation.** County grants HCE applicable data to validate BESS enrollment and control. HCE may send to County DR notifications. Failure to complete validation and enrollment may result in the BESS being unenrolled by HCE in the Pilot.
- 2.6.3 **Conflicting Programs.** County represents and warrants that the account to which the BESS is tied is not also enrolled in any conflicting programs as determined by HCE, including but not limited to: Residential Services Time-of-Day Electric Rate, General Services Time of Day Electric Rate, Power +, Power + Flex, Peak Time Payback.
- 2.6.4 **Timing of Enrollment.** County shall be deemed enrolled in the Pilot effective immediately upon installation and commissioning of the BESS.
- 2.6.5 **Term of Enrollment.** The Term of the BESS enrollment in the Pilot shall be for a period of ten (10) years, unless terminated pursuant to Paragraph 2.6.5.1
 - 2.6.5.1 **Early Termination.** Notwithstanding Paragraph 12.2, either County or HCE may terminate enrollment in the Pilot by providing the other party 30 day’s prior written notice of termination. In addition, the following shall constitute early termination by County: (i) Change in ownership of the BESS, (ii) Discontinuation of electric service to the PitCo PW, or (iii) Removal of the BESS from the PitCo PW.
- 2.6.6 **Communications.** County understands and agrees that HCE will send DR notifications via Email and/or SMS to an operator as designated by County. DR notifications are expected to correlate with the following peak demand hours and peak renewable production hours:

2.6.6.1 Peak demand hours expectations:

- 2.6.6.1.1 Peak demand hours will most commonly take place between 4 p.m. and 9 p.m. and may occur on any day of the year.
- 2.6.6.1.2 Peak hours are expected to last 2-3 hours in duration.
- 2.6.6.1.3 HCE will target a limit of 240 peak demand hours in a calendar year, although that limit can be revised if conditions warrant.

2.6.6.2 Peak renewable production hours expectations:

- 2.6.6.2.1 Peak renewable production hours will most commonly take place between 11 a.m. and 4 p.m. and can occur any day of the year.
- 2.6.6.2.2 Peak renewable production hours are expected to last 3-10 hours in duration.
- 2.6.6.2.3 HCE anticipates that approximately 30 days may include peak renewable production hours.
- 2.6.6.2.4 HCE will target a limit of 90 peak renewable production hours in a calendar year, although that limit can be revised if conditions warrant.

2.6.7 BESS Operation. County may choose to operate a portion or all of the BESS for the timeframe outlined in the DR notification.

2.6.8 Charge Restrictions. County understands and agrees that if the BESS is set to require that it be recharged only by co-located renewable energy for any reason, whether for operational, financial, or other benefits or reasons, this may impact or delay the BESS's return to a fully charged status and availability for the Pilot participation during an event or for backup power.

2.6.9 Bill Credits.

2.6.9.1 Monthly Bill Credits. HCE shall pay County a credit of \$10.30/kW/Month for BESS capacity received by HCE, with kW defined as the capacity received during HCE's monthly coincidental peak hour or the average of the month's hourly capacity received during an event if none of HCE's peak demand event hours correspond with HCE's monthly coincidental peak hour. The credit value may be updated by HCE from time to time.

2.6.9.2 Bill Credit Changes. County agrees that the HCE Board has the right to recalculate the capacity credit at its discretion. Events that may require a recalculation include, but are not limited to: (i) HCE enters an organized wholesale electricity market; (ii) HCE terminates its full requirements service with Public Service Company of Colorado ("PSCo"); (iii) PSCo substantially modifies its formula rate calculation for capacity; (iv) the

HCE/PSCo Transmission Integration and Equalization Agreement is terminated or substantially modified; or (v) HCE's marginal cost for capacity decreases by more than 20% from the 2023 level.

2.6.10 **Assignment of Benefits.** County agrees that HCE may elect to assign the benefits of this program to an affiliate or third-party service provider, and consents to such assignment, if HCE elects to exercise this option.

2.6.11 **Energy Purchase:** County will self-produce on site or purchase from HCE all electric energy used in connection with the BESS and will pay for the electric energy used at the applicable rates and terms in accordance with the Tariffs, Rules, and Regulations of HCE as may from time to time be adopted by HCE.

3. Representations, Covenants, and Disclaimers of HCE:

HCE hereby represents, covenants, and disclaims the following:

3.1 Design. HCE shall be responsible for the design, specification, and review of:

- 3.1.1 Loading profiles
- 3.1.2 Transformer inrush evaluations
- 3.1.3 Specifications for BESS 1, 2, and 3
- 3.1.4 Review of electrical one-lines and communications one-lines
- 3.1.5 Documentation and final report
- 3.1.6 Startup and Commissioning plans
- 3.1.7 Master Microgrid Control Panel
- 3.1.8 Microgrid Field Control Devices
- 3.1.9 Configuration of all SEL equipment
- 3.1.10 AC Protection system modeling and coordination
- 3.1.11 Any needed switches
- 3.1.12 BESS isolation transformer (1600kVA)
- 3.1.13 Low Voltage Switchgear
- 3.1.14 630 V low voltage switchgear

3.2. Entitlements. HCE shall obtain all entitlements needed for HCE's work on the Microgrid.

3.3 Construction. HCE shall be responsible for construction, installation, and commissioning of:

- 3.3.1 Master Microgrid Controls (SEL Garrison)
- 3.3.2 Microgrid Field Controls on the HCE Grid
- 3.3.3 Multiple (as needed) SEL Software-Defined Network Switches
- 3.3.4 Replacement of existing switchgear (2) with Microgrid controllable switchgear
- 3.3.5 Recloser installation (2)
- 3.3.6 Retrofit of controls for the existing 5 MW solar farm
- 3.3.7 Fiberoptic communication network between all Microgrid components

- 3.4 Ownership, Maintenance and Operation.** HCE shall purchase, install, own, maintain, and operate:
- 3.4.1 1600 kVA isolation transformer associated with the BESS
 - 3.4.2 Low Voltage Switchgear and relays
 - 3.4.3 Microgrid controllable Switchgear (2)
 - 3.4.4 Supervisory Control and Data Acquisition (SCADA)
 - 3.4.5 3 phase Viper recloser
 - 3.4.6 1 phase Viper recloser
 - 3.4.7 Fiber Optic Lines needed for communications between Microgrid equipment
 - 3.4.8 SEL Garrison Controllers and Relays
 - 3.4.9 Multiple (as needed) SEL Software-Defined Network Switches
 - 3.4.10 Other equipment located on the grid side of the system needed to operate the Microgrid
- 3.5 Disclaimer with Respect to BESS and Other Equipment.** HCE disclaims any and all express or implied warranty of the BESS improvements including without limitation any implied warranty of fitness for a particular purpose, merchantability, usability and habitability. BESS equipment is warranted solely as provided in the BESS's manufacturer limited warranty.
- 3.6 Microgrid DR Pilot.** HCE agrees to enroll County and RFTA in the Microgrid DR Pilot pursuant to the terms and conditions set forth herein in Paragraph 2.6 and in its Tariffs identified in Paragraph 2.6.1 above, including but not limited to payment of Monthly Bill Credits.

4. Representations, Covenants, and Obligations of RFTA:

RFTA hereby represents, covenants, and agrees to do the following:

- 4.1 Ownership, Maintenance and Operation.** RFTA shall own, maintain, and operate as feasibility, priorities, and funding allow:
- 4.1.1 Approximate 300 kW PV array at the AMF facility
 - 4.1.2 A future approximate 1.5MW 8MWH BESS 2
- 4.2 Entitlements and Easements**
- 4.2.1 Obtain all entitlements needed to complete the improvements for BESS 3
 - 4.2.2 Grant HCE easements on HCE's standard form for any HCE facilities on RFTA pro

5. Operations of the Microgrid:

- 5.1** Except as expressly set forth in this Paragraph 5, the Microgrid shall be operated by HCE with coordination and communication with the County and RFTA. These operations include without limitation activation, deactivation, and maintenance.

5.2 Microgrid Operations Configurations. The Microgrid may operate in three distinct configurations, as defined below: Black Sky in the Large Island, Black Sky in the Small Island, or Blue Sky Operations.

5.2.1 Black Sky Operations. The Microgrid shall be established when the HCE distribution electric grid cannot supply power to the portion of the power grid containing any of the Facilities (so-called “Black Sky”). The Parties shall work to prioritize loads on the Microgrid to see that the system is not overloaded, and operations of each Facility are met for the duration of the available battery storage. Each Party shall designate a person to aid in managing loads for that Party’s Facilities. If the issue that creates the need for the Microgrid to be operated is declared an official emergency incident, then decisions will be made collaboratively among the Parties based on how to best respond to the cause for the activation of the Microgrid. Representatives will be determined by the chief executive officer of each Party. If an emergency incident is established in a formal structure such as with an incident management team, the emergency manager or incident manager should be engaged regarding priority among Facilities being powered by the Microgrid and at what level. A Facility may be disconnected from the Microgrid [and a legacy generator used] at any time during the operation of the Microgrid.

5.2.2 Large Island. If the Microgrid is established and the Solar Farm is operational and creating power, then the Microgrid shall be powered by the Solar Farm as the main power source to the extent practicable, with any additional power delivered by onsite solar and the BESS. The Solar Farm will also recharge the BESS when in this configuration. The Solar Farm, all Facilities, and the BESS and any solar power generating stations located at the Facilities, as well as other metered facilities between the Libby Switchgear and the McLain Flats Switchgear, shall constitute the “Large Island.”

5.2.3 Small Island. If the Microgrid is established and the Solar Farm is not operational, then the Microgrid shall be powered by the BESS and by any onsite solar power generating station located within the Small Island. The Small Island is defined as the areas containing the Facilities, any solar power generating stations located at the Facilities, along with the BESS and other metered facilities between the Libby Switchgear and the McLain Flats Switchgear.

5.2.4 Blue Sky Operations. When the grid is functioning in a normal operation (so-called “Blue Sky”), the BESS at each Facility may participate in a distribution tariff program with HCE, pursuant to the terms and conditions set forth herein in Paragraph 2.6 and in HCE’s Tariffs identified in Paragraph 2.6.1. Each Party shall be responsible for dispatching the BESS at its Facility during Blue Sky Operations. Each solar facility shall have its own purchase power agreement and interconnection agreement with HCE.

5.3 Taking Facilities Offline. During Black Sky Operations, there may be events that will best serve all Parties that have one or more Facilities operate their respective legacy generator systems, at such time that entity must switch their Facility off of the Microgrid.

6. Maintenance of the Microgrid:

It is expected that routine maintenance will be undertaken by each Party on the Party’s equipment listed in the Ownership section. Each Party shall be responsible for the costs associated with the upkeep for their equipment. If a Party’s equipment is determined by that Party to be replaced, taken offline, or another action that will affect the operations of the Microgrid, then notice shall be sent to the other Parties.

7. Ownership of the Microgrid:

The assets identified in the Agreement will be procured and installed, maintained, repaired and replaced by the Party responsible for doing so. All the Microgrid assets are integrated together to operate the Microgrid and will operate as a single cooperative system. The amount of generation and storage is designed to be able to be modularly expanded. Each Party to this Agreement will follow best practices to procure its assets in the Microgrid.

8. Project Funding and Cash Flow:

Funding has been dedicated by each Party through their respective budgeting and funding processes. Additionally, two State of Colorado Department of Local Affairs (“DOLA”) grants have been secured by the County. The first was secured to perform the feasibility study identified above in Paragraph 1.4. The second grant is the DOLA RNEW and was secured to provide funding for Phase 1 as outlined in Paragraph 1.3 above.

The Parties agree that funding shall be processed as follows:

8.1 DOLA Grants. County shall be responsible for administering the grants through DOLA and will file reports, claim reimbursements, and complete any other administrative tasks necessary to administer the grants.

8.1.1 **County** shall invoice HCE and RFTA for their portions of the project funding minus any outstanding project related expenses.

8.1.2 **County** shall reimburse HCE the difference for equipment costs if HCE’s expenses exceed that of its contribution to the project.

8.1.3 **Phase 1** of this project is to be funded by County, HCE, and RFTA and the DOLA RNEW Grant as follows:

2023 Appropriations:	
DOLA RNEW:	\$1,700,000
County - Airport:	\$ 500,000
County - General Fund:	\$1,077,500
HCE	\$ 213,750
RFTA	\$ 213,750
Total:	\$3,705,000

2024 Appropriations:	
DOLA RNEW:	\$ 507,475
County - General Fund:	\$ 400,000
County - REMP Fund:	\$ 500,000
HCE	\$ 286,250
Total:	\$ 1,693,725

9. Future Phases:

Future Phases will be designed to accommodate the available budget for that phase. Phase 1 design is being undertaken in such a way to facilitate various aspects of the future phases such as the infrastructure needed to expand BESS 1, and the 30% design for BESS 2 and 3 in addition to the 30% design documents for solar PV at the PitCo PW Facility and RFTA AMF. The project has been contemplated with BESS 2 and 3 being 1.5 MW up to 8 MWH BESS at the Airport and the RFTA AMF, with exact locations to be determined. Also, at full build out the PitCo PW Facility would have ~ 100 KW of additional solar PV and the RFTA AMF would have ~ 300 KW of additional solar PV. No Party is obligated to build future phases, however, continued participation as described below in the ownership, operation, and maintenance portions of this document are critical to the success of the project. Any entity undergoing a phase considered herein shall notify and work with all project partners to complete its execution.

10. Other Agreements:

Each entity's solar facilities shall function as normal operations. Each solar facility shall have its own purchase power agreement and interconnection agreement with HCE.

11. Effective Date:

The “Effective Date” of this Agreement shall be the date upon which the last Party signs this Agreement.

12. Dispute Resolution and Termination:

12.1 Dispute Resolution. This Agreement shall be deemed to be a contract made under the laws of the State of Colorado and shall for all purposes be construed and enforced in accordance with Colorado law. In the event of a dispute, the Parties, through an individual designated by the Party and with the authority to act on behalf of the Party, shall attempt to amicably resolve the dispute. If the dispute is not amicably resolved within ninety days, the Parties agree to participate in non-binding mediation with a mediator that is mutually acceptable to the Parties. Each Party shall pay its own attorney fees associated with the mediation and shall share equally in the costs and expenses of mediation. In the event mediation does not resolve the dispute, a Party or the Parties may initiate and pursue an action in the District Court, Pitkin County, Colorado to enforce this Agreement as well as any other claims in law or at equity available as provided by law after exhausting any administrative remedies required by law, and that Colorado law shall govern this Agreement and any dispute arising hereunder. In connection with any such dispute, each Party

shall pay its own attorney fees but shall be entitled to recover costs to the fullest extent permitted by law.

12.2 Termination. This Agreement may be terminated by any Party without stating a cause upon one year's written notice to all the other Parties. Upon any termination of this Agreement, each Party shall have no liability to each other hereunder, except for liabilities, if any, accrued on or prior to the date of termination. Termination of this Agreement will necessarily cause a disconnection of the Microgrid as well as the electric system owned by HCE for the benefit of the Microgrid. The County and RFTA shall comply with the line extension policy of HCE for the disconnection of the Microgrid and the rebuilding of the HCE electric system to continue electric service to the County and RFTA separately.

13. No Waiver of Governmental Immunity and Insurance:

The County and RFTA and their board members, directors, officials, officers, agents, and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights, immunities, or protections afforded by the Colorado Governmental Immunities Act, C.R.S. §§ 24-10-101, *et seq.*, as it may be amended from time to time. HCE shall be named as an additional insured on all policies of insurance maintained by the County and RFTA with waiver of subrogation, including without limitation, general public liability, workers compensation, employer liability, automobile liability, and property damage. Each Party shall maintain such property damage insurance for each Party's property as it deems prudent.

14. Modification:

No provision or term of this Agreement may be amended, modified, revoked, supplemented, waived, or otherwise changed except by a written instrument duly executed by the parties hereto or the parties' successors and assigns.

15. Notice:

Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below *and* by one of the following methods 1) hand-delivery or 2) certified mail, postage pre-paid to the mailing addresses set forth below, or 3) private delivery service to the address of the Party [*e.g.* FedEx, UPS]. Each Party by may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

Copy to:
Pitkin County Interim Manager
Kara Silbernagel
530 E. Main Street, Suite 302
Aspen Colorado, 81611

Email: kara.silbernagel@pitkincounty.com

With a copy to:

Pitkin County Attorney's Office

530 East Main St., Suite 301

Aspen, Colorado 81611 Aspen, Colorado 81611

Email: attorney@pitkincounty.com

Roaring Fork Transportation Authority

Attn: Chief Executive Officer

Kurt Ravenschlag

2307 Wulfsohn RD

Glenwood Springs Colorado 81601

Email: kravenschlag@rfta.com

With a copy to:

RFTA General Counsel

2307 Wulfsohn RD

Glenwood Springs Colorado 81601

ptaddune@rfta.com

Holy Cross Energy

Attn Chief Executive Officer

Bryan Hannegan

3799 HWY 82

P.O. Box 2150

Glenwood Springs, CO 81602-2150

Email: bhannegan@holycross.com

With a copy to:

Dietze and Davis, P.C.

2060 Broadway, Suite 400

Boulder, CO 80538

karlk@dietzedavis.com

The Parties cause this Agreement to be executed and delivered.

[SIGNATURE PAGE TO FOLLOW]

Board of County Commissioners of Pitkin County, Colorado

ATTEST:

Sam Engen
Sam Engen, Deputy County Clerk

BY: Kelly McNicholas Kury
Kelly McNicholas Kury, Chair

APPROVED AS TO FORM:

Ryn III
Richard Neiley III, County Attorney

Kara Silbernagel
Kara Silbernagel, Interim County Manager

Holy Cross Energy

By: Bryan Hannegan
Bryan Hannegan HCE CEO

Roaring Fork Transportation Authority

By: Kurt Ravenschlag
Kurt Ravenschlag RFTA CEO

ATTEST: _____