

GREENE COUNTY BOARD OF EDUCATION

Minutes

January 16, 2014

The Greene County Board of Education met in called Session on Monday, January 16, 2014, at 1:00 p.m., at the Greene County Schools Central Office.

Chairman Brown called the meeting to order and led the pledge and invocations. All Board members were present.

The only item on the agenda was to approve the Solar Agreement with Terra Shares. A Motion was received by Ms. Kathy Crawford and a Second by Mr. Tom Cobble. Ms. Austin asked if placing the solar panels on the roof at Mosheim would affect the warranty on the roof? Mr. John Atkins with Terra Shares answered that it did not. He went on to explain that the Solar owner has reason to be concerned about that as well because they have guaranteed not only would it not damage the roof but that they would repair it. Ms. Austin also wanted to know if there would be anything in writing because there is still a warranty on the Mosheim building. Mr. Atkins stated that he did not have a written document but that if one was needed he could get that. Ms. Austin asked Mr. Woolsey for his opinion on this. Mr. Steve Tipton, Energy Specialist, stated that on page 6 there was a section under Maintenance and Security that says they are responsible for any damages caused by their system. Mr. Woolsey added that in paragraph 10a on page 10, that says any "damages to the roof", so if there if there was an issue about the roof that contractual language would take care of it. Ms. Austin's next question was concerning the maintenance of the site and stated that there had been issues with that not being done at the previous sites. Mr. Atkins agreed that Dish did commit to keeping the site within an acceptable level of maintenance and that he would take that issue up with them. Mr. Woolsey added that this contract does not require them to do this. Ms. Austin replied that she would like to see it in this contract because of the complaints that were received from the community. Mr. Atkins stated that that was a different agreement than the one Mr. Woolsey has. Mr. Brown asked Mr. Atkins for clarification that the old agreement at the bigger sites like South Greene, they should come back and mow under those. Mr. Atkins agreed that yes that was part of their agreement. Mr. Woolsey asked Ms. Austin if she wanted to change this agreement and she answered that she would. Mr. Steve Tipton added that with this agreement it is a roof mount so that none of the grounds maintenance would be an issue at Mosheim. Mr. Brown asked if the ones being done at Baileyton and Nolachuckey would go back to the old agreement and Mr. Tipton stated that they would so the maintenance would be

taken care of under the old agreement. Ms. Austin's final question was for clarification on whether we would be responsible in any way for damages resulting from use of the grounds. She gave an example of having the solar panels close to the Tennis courts at South Greene. Mr. Woolsey read the contract language of "*intentional or negligence on behalf of the system or it's employees*". He stated that a tennis ball hitting the panel would not be considered intentional and with the areas being fenced that getting to them would be intentional. He also said that the language that had been included was that it would have to be something done by our employees or our agents because we could not be a universal insurer of the public. Ms. Deborah Johnson asked if rocks flying from grounds maintenance with a lawn mower was covered and Mr. Woolsey responded that again it would have to be negligence and a rock coming from a lawn mower would not be considered negligent. We went on to say that there is language in this contract that covers things like them not securing a panel and it coming off and hitting a vehicle they would have to pay and that it is important in contracts like these to look for reciprocal language for equal responsibility. Ms. Johnson also asked for an explanation of the Amendment on the last page. Mr. Steve Tipton answered that there were two separate agreements, one with DISH and the 50 kilowatt system at Mosheim and the Amendment was to the agreement that was passed last year with Terra Shares. The original agreement stated they were looking at 50 kilowatt systems at a \$.12 premium from TVA and this is what is going to be paid and that was the original agreement that was signed. The Amendment says because a) TVA has changed and the size of the solar system has changed to a 10 kilowatt system; and b) because the reimbursement rate has gone from \$.12 to \$.09, that the amount cannot be the original \$1,750 that was in Mr. Atkins' original agreement with the Board. Ms. Johnson also asked how much money we would get per year from installing the system and if we would actually get money or would it be a credit to our electric bill per school? Mr. Tipton answered that we would get credits on our electric bills at each school and that if these two agreements are signed we would get credits for \$5,000-\$6,000 per month and most of that goes on to the people that pay for the systems. In the agreement it states that we get \$1,700 per year, per site that we keep in the electric budget and all of that is credit and we do not get a check. Ms. Johnson's last question was how much it costs us for everything including any expenditures we would have for grounds maintenance. Mr. Tipton answered that grounds maintenance would only need to be done 4 or 5 times per year and it would come out to less than \$600 for that per year and we would still bring in about \$10,600 in credits. We would pay out \$600 and net \$10,000. Ms. Austin added that she understood that Mr. Atkins was going to look into the agreement that the grounds maintenance was covered. Mr. Atkins stated that it could also be that we do the work and be reimbursed. Ms. Austin stated she was okay either way as long as we did not have that expense. After

the discussions, the Board unanimously voted to approve the Solar Panel contract with Terra Shares.

Mr. Brown announced that the next regular Board meeting would be held January 23, 2014, at the Greene Technology Center at 4:30. Ms. Austin also announced that they had had some really good visits to the West end of the school system and she would invite any of the Board members to come the next time.

Mr. John Atkins then gave the Board his assessment of the situation with the solar project and TVA and stated that he had other possibilities that he was working on that he would present to the Board at a later time. Mr. Brown said that he would want him to work with Mr. Steve Tipton and keep us informed that we may be interested in listening to a proposal he may have. Ms. Austin stated that she would want to be sure anything new went to Mr. Woolsey for review.

On Motion by Mr. Rex Hopson and a second by Mr. Tom Cobble, and with no further business, the meeting was adjourned at 1:27 p.m.