

SPECIAL MEETING
COPAKE TOWN BOARD
AUGUST 28, 2009

Present: Supervisor Crowley
Councilwoman Gabaccia
Councilman Sacks
Councilman Tompkins
Absent: Councilman Kiernan

Supervisor Crowley opened the meeting at 5:15 p.m.

Councilman Tompkins asked Carlos Newcomb to come down to explain the actual contract for the solar panels.

Mr. Newcomb - the contract is meant to get the paper work moving in Albany, the time payments you are not committed to.

Nothing would happen until:

- a. NYSERD approved the project
- b. you get money from Federal Government or NYSERD - without that we wouldn't expect you to move forward.

Another method is Power Purchase Agreement - a 3rd party entity would purchase the product on your behalf; you would enter into a five year agreement with them to purchase the power for less money than you are currently paying, rate would be locked in for five years; at the end they would be able to take the tax credit and depreciation of equipment. After the five year you could continue with agreement or purchase it for not more than 10% of the original cost.

NYSERD has looked at this Power Purchase Agreement and in favor of it.

If solar power is something you want we have different avenues that would make it work without having to inflict anything on the budget.

Supervisor Crowley, you said a portion from NYSERD and a portion from Federal Government, we're not sure what the Federal Government is going to give?

Mr. Newcomb - we can't intercede on your behalf with the Government.

Councilman Tompkins, -that would be the shovel-ready project; we would have to go forward with Congressman Murphy and outlay what we want to get the money to finish the project.

If the federal government turned us down we would be liable for that amount.

Mr. Newcomb - if you would like your lawyer to add a clause in the contract, if the money is not available we are not forcing you to continue the project.

Supervisor Crowley, so the project wouldn't start till all the money is there.

Mr. Newcomb answered correct.

Councilman Sacks – is that in the contract?

Mr. Newcomb – the contract says the only money you're liable for is the \$1,000 for engineering study everything else is depending if you obtain the money.

Councilman Sacks – can that be put in the contract?

Mr. Newcomb – you can put in a clause that says if the funds aren't available you aren't liable. I was hoping you applied for legal council. Have him add a clause that would give comfort, we have no problem with that.

Supervisor Crowley – if we purchase it we would be liable for maintenance.

Mr. Newcomb - yes, under power purchaser they would be liable, yes.

Councilwoman Gabaccia – what sort of third power entity are you talking about here.

Mr. Newcomb - it's a company called GGC - they do a lot in California.

Supervisor Crowley – what percentage in electrical saving with power purchasing.

Mr. Newcomb - somewhere around 10-20% less.

If you own it the best scenario would be about 75%.

Councilwoman Gabaccia – NYSERD money replenished every year - is the account run dry yet?

Mr. Newcomb – there's a line item on utility bill and replenished every month unless the line item is removed the money will always be there.

Jeff Nayer said if you are going to do anything you should purchase it out right.

Crowley - if the money from NYSERD or Federal Government does not come through, we're out just \$1,000. Mr. Newcomb – yes, that's what the contract reads.

Councilman Tompkins - when we originally discussed this we were not going forward if we did not receive any money from NYSERD and the Federal Government and the only thing we would lose is \$1,000, this meeting was to decide if we would like our lawyer to put clause in contract so we can move forward.

Supervisor Crowley said the contract was another \$2,000.

Mr. Newcomb - we were waving that assuming you pay if the money was available.

Supervisor Crowley – If money not available?

Mr. Newcomb – we're on the hook for that one.

A motion was made by Councilwoman Gabaccia seconded by Supervisor Crowley that the board proceed with the solar panel contract once the language certification is completed by Town Attorney. Motion carried.

Councilman Sacks – technology progressing every year; what if we wait two years - is it a 25% increase in technology.

Mr. Newcomb - looking for ways of lower cost of equipment, in terms of efficiency - now its about 25% efficiency they have it at 22%, we do anticipate the price of panels will drop.

A motion was made by Councilman Tompkins seconded by Councilman Sacks the meeting be adjourned. Motion carried.

Respectfully submitted,