

RESOLUTION

No. 2010 / 12 / 01

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 20th day of December, 2010.

RESOLUTION IN REF: REAPPOINTMENT OF BILL LYONS TO THE INDUSTRIAL BOARD FOR A SIX (6) YEAR TERM

WHEREAS, Bill Lyons is presently serving on the Hawkins County Industrial Board. His term is about to expire: and

WHEREAS, the Industrial Committee met on December 2, 2010 and voted unanimously to recommend that Mr. Bill Lyons be reappointment to the Hawkins County Industrial Board for a six year term.

THEREFORE, BE IT RESOLVED THAT the afore mentioned member be reappointed to the Industrial Board with term of office being six (6) years beginning in January 2011 and ending December 31, 2016.

Introduced By Esq. John Metz
Seconded By Esq. _____
Date Submitted 12/6/10
A. Carroll Jenkins
County Clerk

By: _____
Chairman Melville Bailey

ACTION: AYE NAY PASSED
Roll Call _____
Voice Vote _____
Absent _____
COMMITTEE ACTION

RESOLUTION

No. 2010 / 12 / 02

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 20th day of December, 2010.

RESOLUTION IN REF: APPROVAL OF DATES, TIMES AND PLACES FOR THE 2011 MONTHLY REGULAR COUNTY COMMISSION MEETINGS

WHEREAS, the Hawkins County Commission meets monthly and each year sets the time, date and place for the next calendar year's monthly meetings.

THEREFORE, BE IT RESOLVED that the following schedule be adopted for the calendar year 2011.

January	24,	9:00 a.m.	Board Room /Training Center- Hawkins Co BOE
February	28,	7:00 p.m.	Board Room /Training Center- Hawkins Co BOE
March	28,	7:00 p.m.	Board Room /Training Center- Hawkins Co BOE
April	25,	9:00 a.m.	Board Room /Training Center- Hawkins Co BOE
May	23,	7:00 p.m.	Board Room /Training Center- Hawkins Co BOE
June	27,	7:00 p.m.	Board Room /Training Center- Hawkins Co BOE
July	25,	9:00 a.m.	Board Room /Training Center- Hawkins Co BOE
August	22,	7:00 p.m.	Board Room /Training Center- Hawkins Co BOE
September	26,	7:00 p.m.	Board Room /Training Center- Hawkins Co BOE
October	24,	9:00 a.m.	Board Room /Training Center- Hawkins Co BOE
November	28,	7:00 p.m.	Board Room /Training Center- Hawkins Co BOE
*December	19,	7:00 p.m.	Board Room /Training Center- Hawkins Co BOE

FURTHER, that Special Called Meetings may be held with proper notice and Regular Scheduled meeting may be changed with proper notice.

* The fourth Monday in December is in the Christmas holiday schedule.

Note: The location of meetings could change during the 2011 calendar year due to completion of the renovation of the Courthouse . Meeting location change will be announced when this occurs.

Introduced By Esq. Virgil Mallet

Seconded By Esq. _____

Date Submitted 12/6/10

A. Carroll Jenkins
County Clerk

By: _____

Chairman Melville Bailey

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

No. 2010 / 12 / 03

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 20th day of December, 2010.

RESOLUTION IN REF: APPROVAL OF 30 MPH SPEED LIMIT ON LONG HOLLOW ROAD

WHEREAS, the State of Tennessee allows for counties to set the speed limit on county roadways; and

WHEREAS, a request has been made and approved by the Road Committee to set a speed limit on the following road.

LONG HOLLOW ROAD 30 m.p.h.
North of Hwy 11W that intersects with N. Thurman Lane and N. Zion Hill Road

THEREFORE, BE IT RESOLVED that the speed limit be approved for aforementioned road and the Hawkins County Highway Department place speed limit signs on said roads.

Introduced By Esq Danny Alvis, Chrmn Rd Comm
PASSED

ACTION: AYE NAY

Seconded By Esq. _____

Roll Call _____

Date Submitted 12/6/10

Voice Vote _____

D. Carroll Jenkins
County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman Melville Bailey

RESOLUTION

No. 2010/ 12 / 04

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 20TH day of December, 2010.

RESOLUTION IN REF: APPROVAL OF PHASE II STORMWATER PERMIT NOTICE OF INTENT (NOI) FOR PHASE II MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4), A REQUIREMENT BY TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION.

WHEREAS, the Tennessee Department of Environment and Conservation requires that counties in the state having Phase II Stormwater areas file a Notice of Intent (NOI) of what the counties are now doing and how they plan to implement the new permit requirement. This must be filed with the state by December 31, 2010; and

WHEREAS, the Environment committee met on November 10, 2010 and Mr. Vince Pishner presented the Notice of Intent for Hawkins County to the committee; and

WHEREAS, attached you will find the (NOI) Notice of Intent with Best Management Practices (BMPs) identified for the Hawkins County Municipal Separate Storm Sewer Systems (MS4) areas.

THEREFORE BE IT RESOLVED that the aforesaid document be approved and that Mr. Pishner forward the document on to the Tennessee Department of Environment and Conservation by December 31, 2010.

Introduced By Esq. Shane Bailey, Chrmn Env. Committee

Seconded By Esq. _____

Date Submitted 12-6-10

D. Carroll Jenkins
County Clerk

By: _____

Chairman *Melville Bailey*

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION



**Tennessee Department of Environment and Conservation
 Division of Water Pollution Control
 L & C Tower Annex, 6th Floor
 401 Church Street
 Nashville, Tennessee 37243**

**Phase II Stormwater Permit Notice of Intent (NOI)
 Phase II Municipal Separate Storm Sewer Systems (MS4)**

PURPOSE

The purpose of this Notice of Intent (NOI) is for a Tennessee city, county, utility district, university or military base to apply for NPDES permit to discharge stormwater runoff from a Phase II municipal separate storm sewer system.

INSTRUCTIONS

You must provide the following information to the Division of Water Pollution Control as application material. You may either submit a hard copy of the original NOI as described in sub-part 2.3 of the MS4 Permit, signed in accordance with the signatory requirements of sub-part 6.7 of the permit, and a copy of the NOI, to the address shown in sub-part 1.2 of the permit for the EFO responsible for the county where the facility is located; or you may submit by e-mail, with the completed NOI and attachments (such as map and city ordinances) to phase.two@tn.gov.

In addition, send an original, hard copy letter, signed by the responsible official of the MS4, which makes reference to the e-mail transmission including date and time that the electronic submitted was made. The letter must contain the signatory statement found on the NOI form. The letter must be mailed to the Nashville Central Office address as defined in sub-part 1.2 of the MS4 permit.

After completing the questions in each section, list the Best Management Practices (BMPs) that you will implement in each area based on a set of priorities you have identified in the area. Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

After completing the BMP's in each section provide the administrative information to complete those BMP's as explained here:

Primary Contact and Position/Title	The person in your organization serving as the primary contact.
Other Department and Roles	Other departments within your organization involved in the project and how their role is identified.
Other Government Entity and Roles	Identification of other government entities responsible for implementing one or more of the BMP's. Include a copy of the interocutory agreement, or contract, or proposed agreement with execution schedule.
Other Institutions and Roles	Identification of partnerships with another MS4 operator or institution (e.g., Chamber of Commerce, environmental interest organizations, civic groups) to achieve the BMP's.
Target Groups (if applicable)	Specific kinds of groups that will be targeted, such as service industries (i.e., carpet cleaning), civic groups, schools, and church groups, etc.

**PART I
 ADMINISTRATIVE INFORMATION**

Name of city, county, stormwater utility district or other public institution that operates a Phase II MS4: Hawkins County

<u>Melville Bailey</u>	<u>Mayor</u>
Responsible Elected Official or Officer	Title
<u>150 Washington Street</u>	<u>Rogersville</u>
Street Address	City
<u>TN</u>	<u>37857</u>
State	Zip Code

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

PROGRAM CONTACT
Vince Pishner
Name
vincepishner@yahoo.com
Email Address
423-416-0808
Phone Number

TECHNICAL CONTACT
Vince Pishner
Name
vincepishner@yahoo.com
Email Address
423-416-0808
Phone Number

Attach an organizational chart that shows the different departments involved in stormwater management.

**PART II
DESCRIPTION OF STORM SYSTEM**

**ITEM A
AREA SERVED (IN SQUARE MILES)**

If city, town, university, or utility district: Give jurisdiction area within current corporate boundaries _____

If city, town, university, or utility district: Give additional area of urban growth boundary _____

If county: Give total area 499 Area unincorporated 470 Unincorporated, urbanized area (UA) 8

If county, indicate by checking the appropriate box if the permit will be used to regulate non-UA portions of your county:

Entire county (unincorporated) Non-UA portions, as follows (describe below)

Hawkins County will regulate the designated urbanized areas only.

**ITEM B
STORM DRAINAGE INFRASTRUCTURE**

Give figures for the following features of stormwater drainage infrastructure owned or operated by the local government. For a county government, indicate whether the figures represent the entire county or only the urbanized area. Figures for length and number of culverts and catch basins may be rough estimates.

For counties: Entire county Urbanized area only

Storm Sewers	<u>300 feet (miles, or feet)</u>	Open Ditches	<u>20 miles (miles, or feet)</u>
Culverts	<u>approx 160</u>	Catch Basins	<u>10</u>
Retention Basins	<u>0</u>	Detention Basins	<u>0</u>

**ITEM C
MAPS**

Please include a map or maps depicting the following information. A single map may be submitted, as long as the information is legible. If you are not able to provide all the information please mark the applicable check box and attach an explanation as to why the information has not been submitted:

Zoned areas for commercial or industrial activity	<input checked="" type="checkbox"/>	State vocational, technical, college or universities	<input checked="" type="checkbox"/>
Actual areas of commercial or industrial activity	<input checked="" type="checkbox"/>	Federal vocational, technical, college or universities	<input checked="" type="checkbox"/>
Other municipally owned/operated industrial activities	<input checked="" type="checkbox"/>	City Roads	<input type="checkbox"/>
Municipal or County Wastewater Treatment Plants	<input checked="" type="checkbox"/>	County Roads	<input type="checkbox"/>
Vehicle Fleet Maintenance Centers	<input checked="" type="checkbox"/>	Perennial and intermittent streams	<input type="checkbox"/>
Power Plants	<input checked="" type="checkbox"/>	Topography or Drainage Patterns	<input type="checkbox"/>
Airports	<input checked="" type="checkbox"/>	Landfills	<input checked="" type="checkbox"/>
Military Installations	<input type="checkbox"/>		

X Indicates none in the urbanized area and that Hawkins County has not adopted zoning regulations.

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

**ITEM D
IDENTIFYING IMPAIRED STREAMS AND OTHER WATER BODIES**

Using the GIS mapping tool (<http://tamap.tn.gov/wpc/>) along with the most current 303(d) list published on the division's web site (<http://www.tn.gov/environment/wpc/publications/#wqassessment>), identify whether stormwater discharges from any part of the MS4 contribute pollutants of concern to an impaired waterbody and list below. For any impairment, indicate the waterbody ID#, name of impacted waterbody, nature of pollution (cause), and the source. If you have additional streams to list, please include in a separate attachment.

WATERBODY ID# AND NAME OF IMPACTED WATERBODY	CAUSE OF IMPAIRMENT	SOURCE OF IMPAIRMENT
TN060101001-1000 N Folk Holston River	Mercury	Industrial activity upstream in another state
TN06010104011-0700 Hord Creek	E-coli	Pasture grazing
TN06010104011-0850 Alexander Creek	E-coli	Pasture grazing & MS4 activity
TN06010104011-0900 Smith Creek	E-coli	Pasture grazing & MS4 activity

**ITEM E
HAS THE STATE OR EPA ISSUED A TMDL FOR ANY STREAMS DIRECTLY AFFECTED BY RUNOFF FROM YOUR MS4?**

Determine whether or not a TMDL has been established and approved by EPA and identify by checking the appropriate box. A list of EPA-Approved TMDLs as well as EPA-Established TMDLs for Tennessee waters can be found on the division's web site (<http://www.tn.gov/environment/wpc/tmdl/approved.shtml>).

Yes No If yes, list the waterbody ID#, name of impacted waterbody and parameter(s) of concern:

WATERBODY ID# AND NAME OF IMPACTED WATERBODY	PARAMETERS OF CONCERN
TN06010104011 - 0850 Alexander Creek	E-coli
TN06010104011 -0900 Smith Creek	E-coli
TN 06010104011 - 0700 Hord Creek	E-coi

If you have additional streams to list, please include in a separate attachment.

**PART III
EXISTING LEGAL AUTHORITY TO CONTROL STORMWATER DISCHARGES TO MS4**

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

You must review ordinances that are associated with stormwater discharges to your MS4. Attach a copy of ordinances that give your MS4 the authority to control stormwater discharges into the MS4 storm sewer system. Ordinances that deal with stormwater issues might be found, for example, in conjunction with litter control, prohibition of dumping, clean up of spills, grading/building permits, sewer connection ordinances, erosion and sediment practices, subdivision regulations or other land use/development ordinances.

<p>PART IV SIGNATURE OF RESPONSIBLE CORPORATE OFFICER</p>
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This Notice of Intent (NOI) must be signed as follows: For a municipality, state, federal, other public agency, and/or co-permittees by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes one of the following:

- i. The chief executive officer of the agency.
- ii. A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature	Mayor, Hawkins County Title/Municipality	Date
Signature	Title/Municipality	Date
Signature	Title/Municipality	Date
Signature	Title/Municipality	Date
Signature	Title/Municipality	Date
Signature	Title/Municipality	Date
Signature	Title/Municipality	Date

(Go to next page.)

PART V
YOUR PROPOSED STORMWATER QUALITY MANAGEMENT PROGRAM

This NOI requires you to provide a brief description of your current and proposed activities as well as your Best Management Practices (BMPs) for a stormwater management program. The following sections correspond to the six minimum control measures for a Phase II stormwater management program. If another MS4 will be responsible for implementing any or all portions of any or all following six minimum measures, then attach either the interlocutory agreement or the proposed agreement and schedule for adoption. You must still complete this NOI by answering the relevant questions for the six following measures.

For purposes of this NOI, the Public Education and Outreach and Public Participation and Involvement minimum measures have been combined.

SECTION 1
PUBLIC EDUCATION AND OUTREACH AND PUBLIC INVOLVEMENT/PARTICIPATION

A. Current Activities:

The following is a set of questions on your current Public Education and Outreach and Public Involvement/Participation. These questions are intended to highlight minimum program requirements under the MS4 permit. For MS4s who have not been previously covered under an MS4 permit, each element not currently performed must be implemented by the dates identified in Sub-part 4.1.1. of the permit. Thus, each question with a "No" answer must be addressed with a solution in the MS4's proposed program.

1. Does the municipality currently distribute educational materials on the topics of stormwater quality, stream water quality, pollution impacts, pollution prevention, etc.? If yes, briefly describe the materials, including media used (e.g., written brochures, public service announcements, etc.); the topic(s) covered, intended target audience(s), and the distribution method.

Yes Brochures are downloaded from the EPA web site & placed in newspaper boxes within the urbanized area.
No

2. Does the municipality currently conduct or participate in public outreach activities focusing on the topics of stormwater quality, stream water quality, pollution impacts, pollution prevention, etc.? If yes, briefly describe the outreach activities, topic(s) covered, intended target audience(s), and the frequency of activities.

Yes Storm water information is on the County Web Site continuously with emphasis on informing the public of opportunities to participate and ways to report illicit activity. The County also participates in the TNSA statewide radio advertising program.
No

3. Does the current municipal stormwater management program comply with Local, State and Federal public notice requirements? If yes, describe how the public is notified.

Yes Stormwater activities are briefed at least annually to the County Planning Commission. These meetings are open to the public and for public comment.
No

B. Proposed Activities:

List the BMPs that you will implement in the areas of Public Education and Outreach and Public Participation and Involvement. These should be based on a set of priorities that you have identified in the areas of Public Education and Outreach and Public Participation and Involvement. Provide a short descriptive name to the BMP in the left column. In the right column, more fully describe the BMP.

For Public Participation and Involvement BMPs, you may not desire to dictate the ways in which the public participates or is involved in the stormwater quality management program; in this case, your proposed program should provide a forum and a structure by which to encourage or allow the public to participate. On the other hand, there may be specific ways you do want the public to be involved, based on your program needs. For instance, you may want stream watch groups to be organized. As such, your proposed program should describe how you will accomplish this, and the time schedule.

PROPOSED BEST MANAGEMENT PRACTICES FOR PUBLIC EDUCATION AND PUBLIC PARTICIPATION		
BMP	Name	DESCRIPTION
1A.	Household Hazardous Waste Pickup	The County partners with TDEC in the periodic countywide recycling of hazardous waste.
1B.	Web site	Stormwater information is on the County Web Site.
1C.	Radio announcements	We partner with TNSA in the statewide radio announcement program re stormwater
1D.	Public meetings	Stormwater information at meetings open to the public

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Phase II Municipal Separate Storm Sewer Systems (MS4)**

If you have additional BMPs to list, please include in a separate attachment.

What specific groups will be targeted (e.g., service industries such as carpet cleaning, lawn care, civic groups, schools, church groups) if applicable:

The public at large

C. Measurable Goals and Implementation Milestones

Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

D. Administrative Information

ADMINISTRATIVE INFORMATION FOR PUBLIC EDUCATION AND PUBLIC PARTICIPATION	
PRIMARY CONTACT	POSITION OR TITLE
Vince Pishner	Stormwater manager

Identify other Department(s) that will be involved and their role.

OTHER DEPARTMENT(S)	ROLE

Identify if you will partner with another MS4 Operator, or with another institution (e.g. Chamber of Commerce, Environmental interest organizations, civic groups) in order to carry out the chosen BMPs.

ENTITY	BMP
TNSA	Radio Advertising

Will another governmental entity be responsible for implementing one or more chosen BMPs? If so, identify the entity and which BMP(s) it will implement. Include a copy of the interlocutory agreement, or contract, or proposed agreement with execution schedule.

ENTITY	BMP

**SECTION 2
ILLICIT DISCHARGE DETECTION AND ELIMINATION**

The following are common sources of illicit discharges to an MS4:

- Sanitary Wastewater
- Car wash wastewaters
- Radiator flushing disposal
- Spills from roadway accidents
- Carpet cleaning wastewaters
- Effluent from septic tanks
- Improper oil disposal
- Laundry Wastewaters/gray water
- Improper disposal of auto and household toxics

A. Current Activities

The following is a set of questions on your current Illicit Discharge Detection and Elimination Program. These questions are intended to highlight minimum program requirements under the MS4 permit. For MS4s who have not been previously covered under

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Phase II Municipal Separate Storm Sewer Systems (MS4)

an MS4 permit, each element not currently performed must be implemented by the dates identified in Sub-part 4.1.1. of the permit. Thus, each question with a "No" answer must be addressed with a solution in the MS4's proposed program.

STORM SEWER SYSTEM MAP

Does the municipality currently have a storm sewer system map completed for the entire regulated municipal separate storm sewer system? The map must depict, at a minimum: city streets, topography or drainage patterns, streams, and outfalls (points where the city or county-operated MS4 discharges into the streams or adjacent MS4s).

Yes

No

ILLICIT DISCHARGE ORDINANCES

1. Does the municipality currently have an ordinance or regulatory mechanism that prohibits non-stormwater discharges into the storm sewer system? If yes, please attach a copy of the ordinance and give page number(s) of this section of ordinance. If No, proceed to the next section (inspections and enforcement).

Yes No para 106 p Page Number 2003/01/04 Ordinance Section Number
4

2. Does the ordinance or regulatory mechanism clearly define non-stormwater discharges, either through a written description of a non-stormwater discharge or through a listing of unallowable or allowable non-stormwater discharges?

Yes No

3. Does the ordinance or regulatory mechanism allow right-of-entry on private property for inspection of suspected discharges?

Yes No

4. Does the ordinance or regulatory mechanism prohibit dumping?

Yes No

5. Does the ordinance or regulatory mechanism give the MS4 owner/operator the authority to eliminate non-stormwater discharges in the event of violations? If yes, please note page number and paragraph number.

Yes No 4-5 Page Number 108 Paragraph Number

6. Does the ordinance or regulatory mechanism define penalties for violations? If yes, please note maximum penalty, page number and paragraph number.

Yes No \$5000.00 2 Violation Page Number Paragraph Number
Maximum Penalty Fee Schedule 2

7. Does the municipality have ordinance or other regulatory mechanism that prohibits contamination of stormwater runoff from "hot spots" including industrial and commercial properties, restaurants, auto repair shops, auto supply shops, and large commercial parking areas?

Yes No

INSPECTION/SCREENING AND ENFORCEMENT PROCEDURES

1. Does the municipality presently have personnel and procedures in place for inspection and/or screening for non-stormwater discharges? If yes, please describe and indicate percentage of system inspected and/or screened.

Yes No Dry weather screening and follow-up on identified possible illicit has been accomplished. All have been completed.

2. Does the municipality presently have procedures and personnel in place for enforcement of violations of the illicit discharge ordinance? If yes, please describe.

Yes No The illicit discharge resolution includes a section on enforcement. We have also adopted an enforcement response plan. The stormwater manager is responsible for enforcement actions.

3. How are enforcement actions documented?

We have had none. However, an SOP and procedures have been adopted

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

4. Has the municipality defined "hot spots" for non-stormwater discharge screening and inspections? If yes, please describe and provide a map of illicit discharge screening hot spots.

Yes
No

A hot spot SOP and inspection forms have been developed.

PUBLIC INPUT AND COMPLAINTS

1. Does the municipality presently have procedures in place to receive and consider information and complaints about non-stormwater discharges that are submitted by the public? If so, provide brief description: responsible departments, personnel, steps followed.

Yes
No

All stormwater information/complaints are referred to the stormwater manager who maintains a log, takes appropriate action and documents same.

EDUCATION

1. Has the municipality educated the public and businesses including auto parts supply, auto repair shop and restaurants, regarding ways to detect, prevent and eliminate illicit discharges? If yes, briefly describe the educational materials, including media used (e.g., written brochures, public service announcements, etc.), the topic(s) covered, intended target audience(s), and the distribution method.

Yes
No

We participate in the TNSA radio advertising program. We also download topic specific BMPs from the EPA web site which are available to the public.

B. Proposed Activities:

List the best management practices (BMPs) that you will implement in the area of Illicit Discharge Detection and Elimination. These should be based on a set of priorities that you have identified in the area of Illicit Discharge Detection and Elimination. Provide a short descriptive name to the BMP in the left column and more description in the right column.

PROPOSED BEST MANAGEMENT PRACTICES FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION		
BMP	Name	DESCRIPTION
2A.	Storm system map	A map of the storm drainage system including outfalls has been established for the UA.
2B.	Complaint Tracking	A system of keeping track of all stormwater complaints is in place.
2C.	Interdepartment coordination	Coordination between pertinent departments will be made to determine if required procedures are documented.
2D.	Update Regulations	Resolutions/procedures will be updated as required to fully comply with permit requirements

If you have additional BMPs to list, please include in a separate attachment.

What specific groups will be targeted, if applicable?

--

C. Measurable Goals and Implementation Milestones

Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

D. Administrative Information

ADMINISTRATIVE INFORMATION FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION	
PRIMARY CONTACT	POSITION OR TITLE
Vince Pishner	Stormwater Manager

Identify other Department(s) that will be involved and their role.

OTHER DEPARTMENT(S)	ROLE

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

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Identify if you will partner with another MS4 Operator, or with another institution (e.g. Chamber of Commerce, Environmental interest organizations, civic groups) in order to carry out the chosen BMPs.

ENTITY	BMP

Will another governmental entity be responsible for implementing one or more chosen BMPs? If so, identify the entity and which BMP(s) it will implement. Include a copy of the interlocutory agreement, or contract, or proposed agreement with execution schedule.

ENTITY	BMP

SECTION 3 CONSTRUCTION SITE STORMWATER RUNOFF PROGRAM
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A. Current Activities

The following is a set of questions on your current Construction Site Stormwater Runoff Program. These questions are intended to highlight minimum program requirements under the MS4 permit. For MS4s who have not been previously covered under an MS4 permit, each element not currently performed must be implemented by the dates identified in Sub-part 4.1.1. of the permit. Thus, each question with a "No" answer must be addressed with a solution in the MS4's proposed program.

CONSTRUCTION SITE RUNOFF ORDINANCES
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1. Do the current ordinances/regulations for the municipal stormwater management program comply with Local, State and Federal public notice requirements? If yes, describe how the public is notified.

Yes No Stormwater activities are briefed at least annually to the County Planning Commission. These meetings are open to the public and for public comment.

2. Do you currently have an erosion prevention and sediment control - or similar - ordinance or regulatory mechanism? If yes, include a copy and reference the page number(s). If No, proceed to the next set of questions below about construction site plans review.

Yes No Res Page Number
2003/01/03
entire
document

3. Does the ordinance or regulatory mechanism require that site operators implement erosion prevention, sediment control, and other construction waste controls for land disturbance activities?

Yes No

4. Does the ordinance/regulatory mechanism require (explicitly or implicitly) that controls be implemented for any land disturbances greater than or equal to one acre, or less than one acre if part of a large common plan of development or sale that would disturb one acre or more? If yes, note the page number and paragraph number where this is defined.

Yes No p3 res Page Number Paragraph Number
2004/04/04 106

5. Does the ordinance or regulatory mechanism contain or reference technical standards for erosion and sediment control? If yes, note the page number and paragraph number where this is defined.

Yes No 5-7 Page Number Paragraph Number
108

6. Do those technical standards meet or exceed the current effective Tennessee Construction General Permit (TNR100000) requirements for design storm and special conditions for impaired waters or exceptional waters?

Yes No

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

7. Do those technical standards require that construction activities maintain temporary water quality buffers during construction?
Yes No
8. Does the ordinance or regulatory mechanism clearly define the criteria - primarily who must submit - for submitting erosion and sediment control information or plans? If yes, note page number and paragraph number
Yes No 7-8 Page Number 109-110 Paragraph Number
9. Does the ordinance or regulatory mechanism require approval by the local government prior to commencement of land disturbance activities? If yes, note page number and paragraph number.
Yes No 8 Page Number 111-112 Paragraph Number
10. Does the ordinance or regulatory mechanism require re-submittal of erosion and sediment control information or plans if site plans or conditions change during land disturbance activities? If yes, note page number and paragraph number.
Yes No _____ Page Number _____ Paragraph Number
11. Does the ordinance or regulatory mechanism allow right-of-entry for government officials onto construction sites for inspections? If yes, note page number and paragraph number.
Yes No 11 Page Number 125 Paragraph Number
12. Does the ordinance or regulatory mechanism give the MS4 owner/operator the authority to STOP WORK in the event of non-compliance violations? If yes, note page number and paragraph number.
Yes No 12 Page Number 125(4) Paragraph Number

CONSTRUCTION SITE PLANS REVIEW

1. Does the municipality presently have in place a technical review process (i.e. engineering department, planning department, zoning board) that evaluates new development and redevelopment construction for construction site runoff?
Yes No
2. Does the technical review process require an erosion prevention and sediment control plan with appropriate BMPs?
Yes No
3. Does the review process include a requirement for pre-construction meeting between the municipality and site developer, for priority construction sites, including at a minimum those construction activities discharging directly into, or immediately upstream of, waters the state recognizes as impaired or exceptional?
Yes No
4. If there is a review process, provide a brief narrative or a flow chart of the process, describing the process steps, responsible personnel (by department, title and contact person), and criteria used for evaluation of information or plans that are submitted.

Plans are submitted to the Stormwater Manager who coordinates with the Engineer and other pertinent departments. Coordinated recommendation is provided to the Planning Commission who has decision authority.

RESPONDING TO PUBLIC INPUT AND COMPLAINTS

1. Does the municipality presently have procedures in place for receipt and consideration of information and complaints submitted by the public?
Yes No
- If Yes, please provide a brief narrative of the receipt process and procedures, describing process steps, responsible departments, and personnel (by title). If available, provide information on complaint tracking, documentation, etc:

All stormwater information/complaints are referred to the stormwater manager who maintains a log, takes appropriate action and documents same.

ENFORCEMENT AND INSPECTION PROCEDURES

1. Does the municipality presently have personnel and procedures in place for construction site runoff inspection?
Yes No
2. Does the program provide for pre-construction meeting and monthly inspection of priority sites?
Yes No
3. Does the municipality presently have procedures and personnel in place for enforcement to the maximum extent for violations of construction site requirements?

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

Yes No

4. Does the municipality use a STOP WORK order to enforce non-compliance with construction site policies and requirements?

Yes No

5. How are enforcement actions documented?

We have been in the program for over 7 years and have yet to write a permit or have a regulated land disturbance in the UA. However, we have in place an enforcement response plan in addition to the resolutions. The enforcement response plan includes the maximum penalty of \$5000.00.

TRAINING AND EDUCATION

1. Does the municipality presently make construction site runoff control training/information available to the public, developers, engineers, and contractors? (Be aware that the state of Tennessee regularly conducts erosion prevention and sediment control classes across the state. Local governments are encouraged to refer developers and contractors to these classes).

Yes No

2. Has municipal staff completed state-sponsored training, including the Tennessee Fundamentals of Erosion Prevention and Sediment Control; and the Erosion Prevention and Sediment Control Design Course?

Yes No

B. Proposed Activities:

List the best management practices (BMPs) that you will implement in the area of Construction Site Runoff Program. These should be based on a set of priorities that you have identified in the area of Construction Site Runoff Program. Provide a short descriptive name to the BMP in the left column and more description in the right column.

PROPOSED BEST MANAGEMENT PRACTICES FOR CONSTRUCTION SITE RUNOFF PROGRAM		
BMP	Name	DESCRIPTION
3A.	Staff training	Staff will attend required training
3B.	Update regulations	Resolutions/procedures will be updated as required to fully comply with permit requirements.
3C.	Complaint Tracking	A system of keeping track of complaints is in place.
3D.		

If you have additional BMPs to list, please include in a separate attachment.

What specific groups will be targeted, if applicable?

C. Measurable Goals and Implementation Milestones

Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

D. Administrative Information

ADMINISTRATIVE INFORMATION FOR CONSTRUCTION SITE RUNOFF PROGRAM	
PRIMARY CONTACT	POSITION OR TITLE
Vince Pishner	Stormwater Manager

Identify other Department(s) that will be involved and their role.

OTHER DEPARTMENT(S)	ROLE

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

Identify if you will partner with another MS4 Operator, or with another institution (e.g. Chamber of Commerce, Environmental interest organizations, civic groups) in order to carry out the chosen BMPs.

ENTITY	BMP

Will another governmental entity be responsible for implementing one or more chosen BMPs? If so, identify the entity and which BMP(s) it will implement. Include a copy of the interlocutory agreement, or contract, or proposed agreement with execution schedule.

ENTITY	BMP

**SECTION 4
PERMANENT (POST-CONSTRUCTION) STORMWATER MANAGEMENT
IN NEW DEVELOPMENT AND REDEVELOPMENT PROGRAM**

A. Current Activities

The following is a set of questions on your current Permanent Stormwater Management in New Development and Redevelopment Program. These questions are intended to highlight minimum program requirements under the MS4 permit. For MS4s who have not been previously covered under an MS4 permit, each element not currently performed must be implemented by the dates identified in Sub-part 4.1.1. of the permit. Thus, each question with a "No" answer must be addressed with a solution in the MS4's proposed program.

STRUCTURAL AND NON-STRUCTURAL STRATEGIES

1. Does the municipality currently have in place mechanisms or strategies to address permanent stormwater runoff management from new development or redevelopment projects that result in land disturbance of one acre or more? For example, land use planning requirements, zoning directives, site-based local controls such as riparian buffer zone protection; storage or detention of stormwater prior to release to streams; practices to cause stormwater to percolate the soil rather than runoff immediately; vegetative practices.

Yes No

If Yes, please provide a brief narrative of - and/or references to - the structural and non-structural strategies, describing strategies implemented, Best Management Practices allowed, technical guidance, responsible departments, and personnel (by title).

Guidance is in place in the stormwater resolutions. Program is administered by the stormwater manager.

PERMANENT STORMWATER CONTROLS SITE MANAGEMENT ORDINANCE

1. Do you currently have an ordinance or regulatory mechanism that addresses permanent stormwater runoff management from new development and redevelopment projects? If yes, reference the page number in your ordinance. If No, proceed to the next section on permanent stormwater management plans review.

Yes No Page Number Entire res Paragraph Number
 Entire doc 2003/01/03
 &
 2006/10/06

2. Does the ordinance or regulatory mechanism require controls to mitigate pollutants in stormwater runoff? If yes, note page number and paragraph number.

Yes No Page Number Paragraph Number

3. Does the ordinance or regulatory mechanism require (explicitly or implicitly) that controls be implemented for any new development or redevelopment projects greater than or equal to one acre, including projects less than one acre that are part of a

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

large common plan of development or sale, that discharge into your small MS4? If yes, note page number and paragraph number.

Yes No 3 Page Number 106 Res Paragraph Number
2008/04/04

4. Does the ordinance or regulatory mechanism contain or reference technical standards for water quality controls (e.g., design of detention basins)? If yes, note page number and paragraph number.

Yes No 4-7 Page Number 106-109 Paragraph Number
Res
2003/01/03

5. Does the ordinance or regulatory mechanism clearly define the criteria for submittal -who must submit - of permanent stormwater management design information or plans? If yes, note page number and paragraph number.

Yes No 7-8 Page Number 109-110 Paragraph Number

6. Does the ordinance or regulatory mechanism require approval prior to construction of permanent stormwater management controls? If yes, note page number and paragraph number.

Yes No 8 Page Number 112 Paragraph Number

7. Does the ordinance or regulatory mechanism require re-submittal of permanent stormwater management design information or plans if site plans change after the initial design has been approved? If yes, please note page number and paragraph number.

Yes No _____ Page Number _____ Paragraph Number

8. Does the ordinance or regulatory mechanism give the MS4 owner/operator the authority to penalize the owner of permanent stormwater management controls for violations? If yes, note page number and paragraph number.

Yes No 3 Page Number 129 Res Paragraph Number
2008/04/01

9. Does the ordinance or regulatory mechanism allow the municipality right-of-entry on property where permanent stormwater management controls are installed for inspections? If yes, please note page number and paragraph number.

Yes No 11 Page Number 125 Res Paragraph Number
2003/01/03

10. Does the ordinance or regulatory mechanism require that permanent stormwater management controls have adequate and long-term operation and maintenance? If yes, please note page number and paragraph number. If no, how does the MS4 owner/operator maintain permanent stormwater management controls?

Yes
No

Resolution requires inspections and maintenanc as well as the requirement to maintain records.

11. Does the ordinance or regulatory mechanism require establishment and maintenance of water quality buffers in areas of new development and redevelopment?

Yes No

PERMANENT STORMWATER MANAGEMENT PLANS REVIEW

1. Does the municipality presently have in place a technical review process (i.e. engineering department, planning department, zoning board) that evaluates new development and redevelopment with regard to the impact that permanent stormwater runoff will have on receiving streams?

Yes No

If Yes, provide a brief narrative or a flow chart of the review process, describing the process steps, responsible personnel (by department, title and contact person), and criteria used for evaluation of information or plans that are submitted.

Copy of check list attached.

B. Proposed Activities:

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

List the best management practices (BMPs) that you will implement in the area of the Permanent Stormwater Management Plans Review Program. These should be based on a set of priorities that you have identified in the area of the Permanent Stormwater Management Plans Review Program. Provide a short descriptive name to the BMP in the left column and more description in the right column.

PROPOSED BEST MANAGEMENT PRACTICES FOR PERMANENT STORMWATER MANAGEMENT PLANS REVIEW		
BMP	Name	DESCRIPTION
4A.	Update regulations	Resolutions/procedures will be updated as necessary to fully comply with permit requirements.
4B.	BMP Tracking	Procedures will be developed to keep track of permanent BMPs.
4C.		
4D.		

If you have additional BMPs to list, please include in a separate attachment.

What specific groups will be targeted, if applicable?

--

C. Measurable Goals and Implementation Milestones

Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

D. Administrative Information

ADMINISTRATIVE INFORMATION FOR PERMANENT STORMWATER MANAGEMENT PLANS REVIEW	
PRIMARY CONTACT	POSITION OR TITLE
Vince Pishner	Stormwater Manager

Identify other Department(s) that will be involved and their role.

OTHER DEPARTMENT(S)	ROLE

Identify if you will partner with another MS4 Operator, or with another institution (e.g. Chamber of Commerce, Environmental interest organizations, civic groups) in order to carry out the chosen BMPs.

ENTITY	BMP

Will another governmental entity be responsible for implementing one or more chosen BMPs? If so, identify the entity and which BMP(s) it will implement. Include a copy of the interagency agreement, or contract, or proposed agreement with execution schedule.

ENTITY	BMP

SECTION 5 POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS
--

A. Current Activities

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

The following is a set of questions on your current Pollution Prevention/Good Housekeeping for Municipal Operations Program. These questions are intended to highlight minimum program requirements under the MS4 permit. For MS4s who have not been previously covered under an MS4 permit, each element not currently performed must be implemented by the dates identified in Sub-part 4.1.1. of the permit. Thus, each question with a "No" answer must be addressed with a solution in the MS4's proposed program.

STAFF EDUCATION AND TRAINING

1. Does the municipality's current operation and maintenance program provide annual training for staff on preventing and reducing stormwater pollution from activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance?

Yes No

2. Are training activities documented? If yes, please describe training and method of record-keeping.

Yes
No

There are no county facilities other than roads in the UA.

MUNICIPAL OPERATIONS POLLUTION PREVENTION

1. Does the municipality's operations and maintenance program have policies and procedures in place that address pollution prevention? If yes, please describe procedures. Consider the following in your response: maintenance activities, maintenance schedules; long term inspection procedures for structural and non-structural stormwater controls to reduce floatables and other pollutants; controls for reducing or eliminating the discharge of pollutants from streets, roads, highways; controls for reducing or eliminating pollutants from municipal parking lots, maintenance and storage yards, fleet or maintenance areas with outdoor storage areas, salt/sand storage areas, snow disposal areas, waste transfer stations; disposal of waste removed from storm sewers and the areas listed above; and assessment of impacts on water quality from new flood management projects.

Yes
No

There are no county facilities other than roads in the UA

MUNICIPAL INDUSTRIAL ACTIVITIES

1. Has the MS4 owner/operator obtained a Tennessee Multi-Sector General Permit or a no-exposure waiver for all qualifying municipal industrial activities? If yes, please give permit numbers or attach copies of the No-Exposure Certification form.

Yes No Permit Number(s) _____

2. List municipally-owned or operated facilities that have a notable potential for contaminating runoff: for example - vehicle maintenance garages; waste transfer operations; golf courses; salt or other materials storage; landfill. If more than one facility for a given type of operation; give the number of such facilities. Indicate if any of these are covered by an NPDES permit. Is there a documented pollution prevention plan in place for these facilities?

FACILITY OR TYPE OF OPERATION	NUMBER OF FACILITIES	IS ACTIVITY COVERED BY NPDES PERMIT?	IS A POLLUTION PREVENTION PLAN IN EFFECT?
None in the UA		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

B. Proposed Activities:

List the best management practices (BMPs) that you will implement in the area of the Pollution Prevention and Housekeeping Program. These should be based on a set of priorities that you have identified in the area of the Pollution Prevention and Housekeeping Program. Provide a short descriptive name to the BMP in the left column and more description in the right column.

In addition to considering industrial-type operations, you must also consider municipal infrastructure, and related maintenance activities, maintenance schedules and long-term inspection procedures for structural controls and the proper disposal of waste from storm sewers/catch basins, etc. Also included in this program area is discharge of pollutants from roads and parking lots

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

PROPOSED BEST MANAGEMENT PRACTICES FOR POLLUTION PREVENTION AND HOUSEKEEPING		
BMP	Name	DESCRIPTION
5A.	Litter pickup	County probation crews perform litter pickup along county roads.
5B.		
5C.		
5D.		

If you have additional BMPs to list, please include in a separate attachment.

What specific groups will be targeted, if applicable?

--

C. Measurable Goals and Implementation Milestones

Attached at the end of this NOI is an addendum to list BMP Measurable Goals and Implementation Milestones. You must complete the addendum, providing more details on the goals and milestones for each BMP outlined in this NOI.

D. Administrative Information

ADMINISTRATIVE INFORMATION FOR POLLUTION PREVENTION AND HOUSEKEEPING	
PRIMARY CONTACT	POSITION OR TITLE
Vince Pishner	Stormwater Manager

Identify other Department(s) that will be involved and their role.

OTHER DEPARTMENT(S)	ROLE
Highway department	Keeps pollutants from highway maintenance and/or snow removal out of streams.
Solid Waste department	Uses litter pickup crews to remove pollutants and floatables from roadways and ditches

Identify if you will partner with another MS4 Operator, or with another institution (e.g. Chamber of Commerce, Environmental interest organizations, civic groups) in order to carry out the chosen BMPs.

ENTITY	BMP

Will another governmental entity be responsible for implementing one or more chosen BMPs? If so, identify the entity and which BMP(s) it will implement. Include a copy of the interlocutory agreement, or contract, or proposed agreement with execution schedule.

ENTITY	BMP

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

ADDENDUM TO SMALL MS4 NPDES PERMIT NOTICE OF INTENT BEST MANAGEMENT PRACTICES (BMPs) MEASURABLE GOALS AND MILESTONES

The purpose of this addendum is to record the measurable goals for each BMP, and the dates (month and year) by which interim actions are to be accomplished. Space is given for four BMPs for each of the six minimum measures. If necessary, please attach additional BMP MEASURABLE GOALS AND MILESTONES as a separate attachment.

Measurable goals are BMP design objectives, or goals that will quantify the progress of implementing the actions or performance of a BMP. They are ways to measure activities or effects of a BMP. For each of the six minimum measures and for each BMP, define the measurable goal you will use to monitor effectiveness of this BMP. The BMPs you list here should match exactly those given in Part V., 1-5 of this NOI. For purposes of this NOI, the Public Education and Outreach and Public Involvement/Participation minimum measures have been combined.

For each BMP, establish milestones for implementation. These tables are set up for once/year milestones. You may change the milestone dates to time frames less than one year.

BEST MANAGEMENT PRACTICES FOR PUBLIC EDUCATION AND PUBLIC PARTICIPATION	
BMP 1A	MEASURABLE GOALS AND MILESTONES
Goal(s)	Remove household hazardous waste safely
Milestone Year 1	Advertise program when/if TDEC announces a date(s).
Milestone Year 2	Same as year 1
Milestone Year 3	Same as year 2
Milestone Year 4	Same as year 3
Milestone Year 5	Same as year 4
BMP 1B	MEASURABLE GOALS AND MILESTONES
Goal(s)	Inform the public of the program, opportunities to participate & to report illicit
Milestone Year 1	Get web site up and monitor for public input and respond to same.
Milestone Year 2	Update as needed, continue to monitor/respond.
Milestone Year 3	Same as year 2
Milestone Year 4	Same as year 3
Milestone Year 5	Same as year 4
BMP 1C	MEASURABLE GOALS AND MILESTONES
Goal(s)	Advise the public of the program and how they can help
Milestone Year 1	Continue to participate
Milestone Year 2	Same as year 1
Milestone Year 3	Same as year 2
Milestone Year 4	Same as year 3
Milestone Year 5	Same as year 4
BMP 1D	MEASURABLE GOALS AND MILESTONES
Goal(s)	Make stormwater information available at public meetings and give the public an opportunity to participate.
Milestone Year 1	Continue present program
Milestone Year 2	Continue present program
Milestone Year 3	Continue present program
Milestone Year 4	Continue present program
Milestone Year 5	Continue present program

BEST MANAGEMENT PRACTICES FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION
--

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

BMP 2A		MEASURABLE GOALS AND MILESTONES
Goal(s)	Keep map updated, add streams/outfalls in newly designated areas, if any.	
Milestone Year 1	Continue program	
Milestone Year 2	Continue program	
Milestone Year 3	Continue program	
Milestone Year 4	Continue program	
Milestone Year 5	Continue program	
BMP 2B		MEASURABLE GOALS AND MILESTONES
Goal(s)	Keep track of, follow-up on and/or respond to all public complaints	
Milestone Year 1	Continue program	
Milestone Year 2	Continue program	
Milestone Year 3	Continue program	
Milestone Year 4	Continue program	
Milestone Year 5	Continue program	
BMP 2C		MEASURABLE GOALS AND MILESTONES
Goal(s)	Update resolutions/procedures to be in compliance with permit requirements	
Milestone Year 1	Identify changes needed and initiate change process	
Milestone Year 2	Finish codification process, get implemented	
Milestone Year 3	Review, modify if necessary	
Milestone Year 4	Review, modify if necessary	
Milestone Year 5	Review, modify if necessary	
BMP 2D		MEASURABLE GOALS AND MILESTONES
Goal(s)		
Milestone Year 1		
Milestone Year 2		
Milestone Year 3		
Milestone Year 4		
Milestone Year 5		

BEST MANAGEMENT PRACTICES FOR CONSTRUCTION SITE RUNOFF PROGRAM

BMP 3A		MEASURABLE GOALS AND MILESTONES
Goal(s)	Staff attends required training as required	
Milestone Year 1	Attend any training required at/befoe deadline	
Milestone Year 2	Same as year 1	
Milestone Year 3	Same as year 2	
Milestone Year 4	Same as year 3	
Milestone Year 5	Same as year 4	
BMP 3B		MEASURABLE GOALS AND MILESTONES
Goal(s)	Update resolutions/procedures to be in compliance with permit requirements	
Milestone Year 1	identify changes needed and stakeholders, initiate change process	
Milestone Year 2	Obtain agreement/approval of needed changes, get codified and implemented	
Milestone Year 3	Review, modify if necessary	
Milestone Year 4	Review, modify if necessary	
Milestone Year 5	Review, modify if necessary	

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

BMP 3C	MEASURABLE GOALS AND MILESTONES
Goal(s)	Keep track of, follow-up and/or respond to complaints
Milestone Year 1	Continue present procedure
Milestone Year 2	Continue present procedure
Milestone Year 3	Continue present procedure
Milestone Year 4	Continue present procedure
Milestone Year 5	Continue present procedure

BMP 3D	MEASURABLE GOALS AND MILESTONES
Goal(s)	
Milestone Year 1	
Milestone Year 2	
Milestone Year 3	
Milestone Year 4	
Milestone Year 5	

BEST MANAGEMENT PRACTICES FOR PERMANENT (POST-CONSTRUCTION) STORMWATER MANAGEMENT PROGRAM

BMP 4A	MEASURABLE GOALS AND MILESTONES
Goal(s)	Update resolutions/procedures to be in compliance with permit requirements
Milestone Year 1	Complete the water quality scorecard
Milestone Year 2	Identify stakeholders and needed changes, begin change process
Milestone Year 3	Continue the change process
Milestone Year 4	Have changes finalized, codified and implemented
Milestone Year 5	Review, update if needed, continue implementation

BMP 4B	MEASURABLE GOALS AND MILESTONES
Goal(s)	Keep track of permanent BMPs
Milestone Year 1	Initiate BMP tracking procedure
Milestone Year 2	Keep updated, add BMPs as they are identified
Milestone Year 3	Same as year 2
Milestone Year 4	Same as year 3
Milestone Year 5	Same as year 4

BMP 4C	MEASURABLE GOALS AND MILESTONES
Goal(s)	
Milestone Year 1	
Milestone Year 2	
Milestone Year 3	
Milestone Year 4	
Milestone Year 5	

BMP 4D	MEASURABLE GOALS AND MILESTONES
Goal(s)	
Milestone Year 1	
Milestone Year 2	
Milestone Year 3	
Milestone Year 4	
Milestone Year 5	

**Phase II Stormwater Permit Notice of Intent (NOI)
Phase II Municipal Separate Storm Sewer Systems (MS4)**

BEST MANAGEMENT PRACTICES FOR MUNICIPAL POLLUTION PREVENTION AND GOOD HOUSEKEEPING	
BMP 5A	MEASURABLE GOALS AND MILESTONES
Goal(s)	Keep pollutants and floatables out of waterways by picking up litter from roads and ditches
Milestone Year 1	Continue present program
Milestone Year 2	Same as year 1
Milestone Year 3	Same as year 2
Milestone Year 4	Same as year 3
Milestone Year 5	Same as year 4
BMP 5B	MEASURABLE GOALS AND MILESTONES
Goal(s)	
Milestone Year 1	
Milestone Year 2	
Milestone Year 3	
Milestone Year 4	
Milestone Year 5	
BMP 5C	MEASURABLE GOALS AND MILESTONES
Goal(s)	
Milestone Year 1	
Milestone Year 2	
Milestone Year 3	
Milestone Year 4	
Milestone Year 5	
BMP 5D	MEASURABLE GOALS AND MILESTONES
Goal(s)	
Milestone Year 1	
Milestone Year 2	
Milestone Year 3	
Milestone Year 4	
Milestone Year 5	

**Hawkins County
Office of the Stormwater Manager
December 21, 2010
423-612-8119**

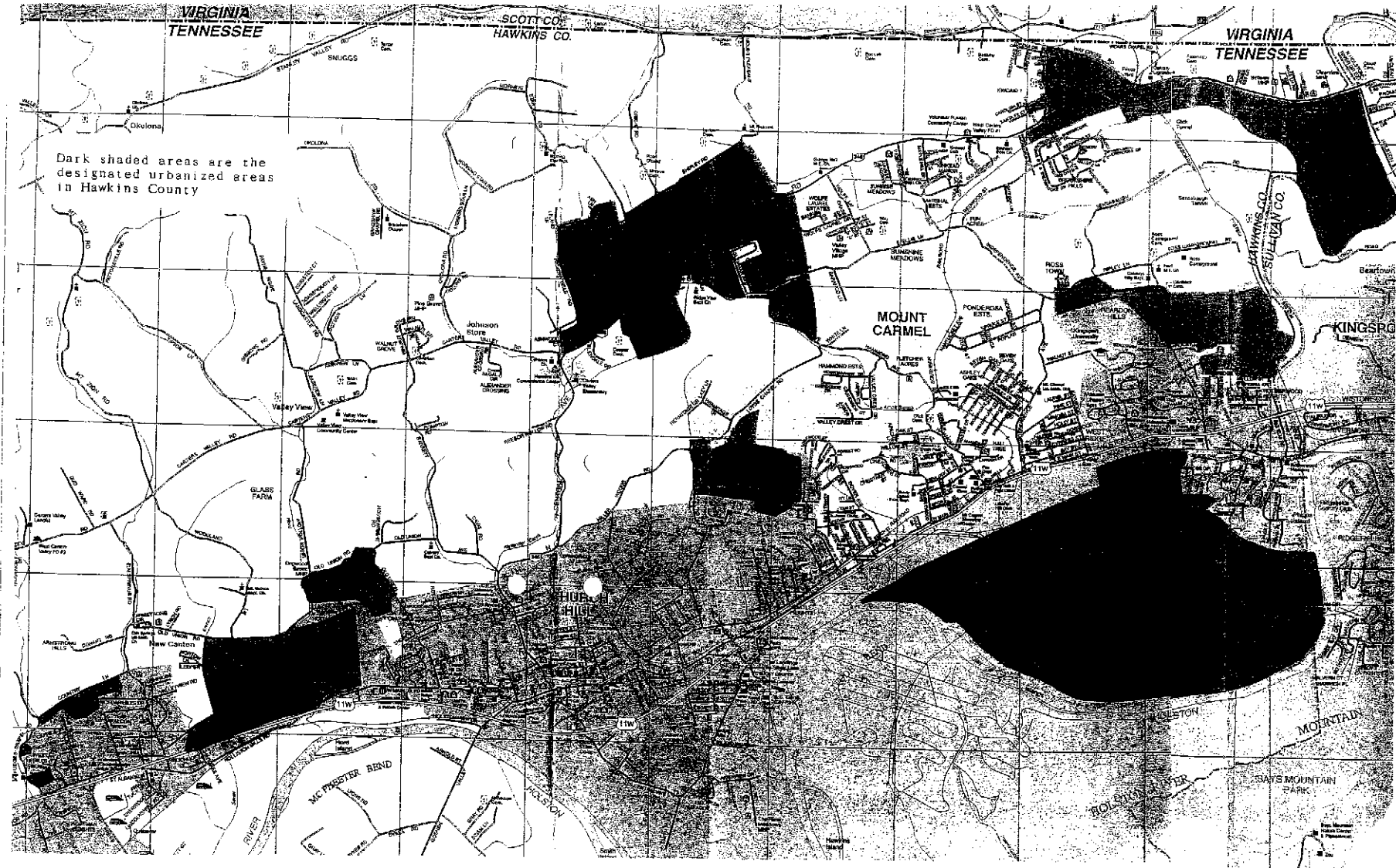
SUBJECT: Description of SW Activities

The NOI requires a brief description of our current and planned stormwater activities.

Our current activities consist of monitoring the urbanized area for construction activity and investigation of illicit connections. We also have procedures in place to ensure that stormwater is completely addressed in any new activity involving disturbing an acre or more of soil. Additionally, we attend the local TNSA and other stormwater meetings, monitor the web and public meetings for citizen comments or concerns as well as keeping laws, rules and procedures current.

Our planned activities are to continue the above and to implement the new permit. We plan to work with nearby MS4s as well as stakeholders in developing the construction site, illicit and permanent sections of the permit requirements. We have updated our web site to more clearly ask the public to participate and report illicits and will continue to follow up on any citizen reports. We plan to implement all changes required by the new permit by the date(s) specified therein. We will also develop and implement a TMDL monitoring program for two streams recently discovered to have approved TMDLs due to excessive e-coli.

MELVILLE BAILEY
County Mayor



Dark shaded areas are the designated urbanized areas in Hawkins County

VIRGINIA
TENNESSEE

SCOTT CO.
HAWKINS CO.

VIRGINIA
TENNESSEE

HAWKINS CO.
SULLIVAN CO.

MOUNT
CARMEL

NEW
CANTON

MC PHESTER BEND

MOHAWK

BAYS MOUNTAIN
PARK

RESOLUTION

No. 2010/ 12 / 05

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 20TH day of December, 2010.

RESOLUTION IN REF: APPROVAL OF PHASE II STORMWATER PERMIT IMPLEMENTATION PLAN FOR PHASE II MUNICIPAL STORMWATER SEWER SYSTEMS (MS4) REQUIRED BY TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION.

WHEREAS, the Tennessee Department of Environment and Conservation requires that counties establish an Implementation Plan for the Best Management Practices (BMP) Section of the Phase II Stormwater Notice of Intent (NOI); and

WHEREAS, the Environmental committee met on November 10, 2010 and Mr. Vince Pishner presented the Stormwater Implementation Plan for Hawkins County to the committee; and

WHEREAS, attached you will find the New Stormwater Permit Implementation Plan for Best Management Practices (BMPs) identified for the Hawkins County Municipal Separate Storm Sewer Systems (MS4) areas.

THEREFORE BE IT RESOLVED that the aforesaid document be approved and that Mr. Pishner forward the document on to the Tennessee Department of Environment and Conservation by December 31, 2010.

Introduced By Esq. Shane Bailey, Chrmn Env. Committee

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 12/6/10

Voice Vote _____

D. Carroll Jenkins
County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman Melville Bailey

Subject: New Stormwater Permit Implementation Plan
Oct 29, 2010

This is to establish a path to fully implement requirements of the new stormwater permit no later than the times established within the permit. The proposed plan is as follows:

a. First is to implement a public involvement and participation program including a method of advertising the public of the opportunities to be involved. This has been accomplished. The Planning Commission has the additional function of acting as a citizen advisory board to the County Commission on stormwater matters. The Town's web site has been updated to clearly advise the public of the program and of the opportunity to be involved and to report illicit.

b. Next we need to establish BMPs to meet the new permit requirements--a proposed set is enclosed, These will be incorporated into a notice of intent (NOI) which is due at TDEC by Dec 29. Part of this is the BMPs for the municipal housekeeping and operations section of the permit. These are being coordinated with the Road Superintendent for input and to inform him of what the permit requires the County to do. Once all BMPs have been flushed out and agreed to, the NOI will be finalized for the Mayor's approval and signature NLT mid Dec.

c. The permit requires development of a GIS based inventory & tracking of permanent BMPs by Mar 29, 2011. This is being finalized and will be ready to use when we have a permitted site in the urbanized area (but NLT the deadline).

d. Our next deadline is Sep 30, 2011. By then we are to conduct a public hearing to air out the annual report. The annual report which is to be in TDEC's hands by Sep 30 is to include a copy of the EPA scorecard--this is a lengthy document with built-in questions about our program and how we do things. We also have to do a stormwater management plan and a public information & education plan. Copies are to be included with the annual report. Finally, we need to develop another spreadsheet. This one is an inventory of active construction sites. To accomplish these, the plan is:

(1) Analyze what is in the EPA scorecard and who needs to be involved in completing it. Bring the participants together and get a draft by end Mar 2011. Get PC & Environmental Committee approval by end Jun 2011. Get completed copy ready for inclusion with the annual report packet and public hearing late Aug 2011.

(2) Analyze what is required to be answered in the annual report. Advise pertinent County Department heads & the PC NLT Jan 2011 PC meeting of things we will need to do before 30 Jun and get those things (if any) accomplished by then.

(3) Develop a SW management plan (along these lines) and a Public Information and Education Plan and get to PC & environmental committee NLT Apr

2011 so they can be finalized by 30 Jun. Have completed copies included with the annual report for the public hearing in August 2011.

(4) Develop a SOP to establish how we will do the required spreadsheet inventory and tracking of active construction sites by end June. (We have no construction sites but have to have the procedure to satisfy the permit requirement.)

e. Complete a draft of the annual report including required attachments next July and early August. The annual report will include looking at what we have in place and whether or not changes are needed anywhere in the program/resolutions and getting these started. Present to the Planning Commission and/or Environmental Committee prior to the public at a public hearing late August 2011. Analyze public comments/input and revise the report as needed. Present final recommended annual report, including a listing of public comments and resulting actions taken, to Environmental Committee NLT mid Sept 2011 and then to the Mayor for approval and signature. This same timeframe will be used for each subsequent annual report which is to be in TDECs hands by 30 Sept of each year.

f. After completing the annual report next summer, we need to analyze what changes the new construction general permit (CGP) (now out for public input/hearings and expected to be finalized by early next year) will require us to make. Our permit requires us to be consistent with CGP requirements for the design storm and special conditions for impaired or exceptional waters. Additionally, the NOI we are completing asks if our program is consistent with sections 3.5 and 4.4 of the CGP. Section 3.5 is the complete TDEC requirement for a SWPPP submittal to them and 4.4 pertains to discharges into impaired waters. We will be seeking clarification as to whether or not we are to mimic the TDEC SWPPP requirement or if the NOI question is too broad. We will have 18 months from the effective date of the new CGP to get these changes codified and implemented.

g. In this regard, we plan to work with the Church Hill and/or Mt Carmel MS4s and the stakeholders (developers, builders, engineers, surveyors, etc.) in an effort to put together implementation that:

--Meets the state requirements

--Is workable (or at least they know why we are doing it) from a stakeholder view point.

--Is consistent in the code language of the three MS4s.

We plan for the joint effort to focus on the Construction Site, Illicit Discharge and Permanent Management Facility sections of permit (public participation and municipal operations will be different as the three MS4 procedures are different).

h. Tentatively, depending on the actual effective date of the new CGP, we should have all construction site changes finalized, codified and implemented by Jun /Jul 2012.

i. Along with the construction site changes, we need to make other minor changes to our resolutions so that our language more closely mirrors what TDEC is looking for-- we may bring the majority of these to you earlier (e.g. We need to more clearly say who is to submit the permit application. We plan to use the exact language TDEC uses for the SWPPP. There are other similar changes to be made).

j. At the same time we are working on the Construction Site changes, we will begin looking at changing the Permanent SW Management Facility section of the permit. This is the section where we are to get the Green infrastructure topics required by the permit incorporated into our resolutions. This may be our most difficult task as it is the section where we are to figure out how to get the first inch of rain in the ground and other major changes. This may get into sub-division regulation changes such as width of streets, curbs, ditches and the like. We will plan periodic updates to you beginning about 6 months after the construction site changes are finalized with the final product ready for approval and implementation by Sept 2014.

RESOLUTION

No. 2010 / 12 / 06

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 20TH day of December, 2010.

RESOLUTION IN REF: COMPENSATION OF DELINQUENT TAX ATTORNEY

WHEREAS, the Trustee of Hawkins County, by and with the County Mayor of Hawkins County concurring, has appointed James N. Point as the delinquent tax attorney for Hawkins County; and

WHEREAS, said attorney's responsibility and duty shall be to receive the delinquent list from the Trustee showing all unpaid land taxes, and prepare and file suits in the Chancery or Circuit Court for the collection of all delinquent land taxes and all arrearages of taxes due the State and county, and the performance of all legal matters incidental thereto; and

WHEREAS, said appointment calls for the compensation to said attorney of 10% of all delinquent taxes collected, which shall be derived from an additional penalty imposed on the amount of delinquent taxes due; and

WHEREAS, said compensation is just, reasonable and proper according to law, to-wit: TCA 67-5-24-01 et seq.

THEREFORE, BE IT RESOLVED by the Hawkins County Board of Commissioners that the compensation of the delinquent tax attorney as heretofore agreed to by the attorney, County Trustee, and County Mayor be and is hereby approved.

Introduced By Esq. Charlie Freeman

Seconded By Esq. _____

Date Submitted 12/6/10

A. Carolyn Jenkins
County Clerk

By: _____

Chairman Melville Bailey

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

No. 2010 12 1 07

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 20th day of December, 2010.

RESOLUTION IN REF: APPROVAL OF DISPOSING OF SURPLUS PROPERTY FROM OFFICE'S THAT HAS NO RE-SALE VALUE WITHOUT APPROVAL FROM COUNTY COMMISSION BUT BY NOTIFYING THE MAYOR'S OFFICE

WHEREAS, property that has been bought with county funds and is being taken out of service because it has become obsolete or is broken, becomes surplus property and must be disposed of properly; and

WHEREAS, all equipment is listed on an inventory list for each department and is monitored annually by the County Mayor's Office as part of the audit requirements. When an item is taken out of service by a department, the Mayor's Office is notified and the item is taken off the active inventory list.; and

WHEREAS, in some cases the equipment has become obsolete or broken and will have no resale value but may have a recyclable value. Also some departments will have equipment that is of no working or resale value but will have parts that can be dismantled and will have a recyclable value.

Most electronic equipment is considered a recyclable item, but if obsolete, will not have a dollar value. If the equipment is an electronic piece of equipment and has a hard drive, the hard drive will be taken out and drilled before disposing of for security purposes. Electronic equipment may not be placed in the landfill any longer.

THEREFORE, BE IT RESOLVED THAT approval be given to sell or dispose of equipment as a recyclable if that equipment that has no resale value, without the approval of a surplus list being presented to County Commission, instead notifying the County Mayor's Office with a list of equipment to be taken off the inventory list and the Mayor's Office being responsible for the proper disposal of the equipment. A list of items disposed of and how it was disposed will be kept, tracking equipment disposal.

Introduced By Esq. Charlie Freeman
Seconded By Esq. _____
Date Submitted 12/6/10
A. Carroll Jenkins
County Clerk

By: _____
Chairman Melville Bailey

ACTION: AYE NAY PASSED
Roll Call _____
Voice Vote _____
Absent _____
COMMITTEE ACTION

RESOLUTION

No. 2010/ 12 / 08

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 20th day of December, 2010.

RESOLUTION IN REF: **Approval of Lighting Services Agreement between Genlyte Thomas Group LLC and Hawkins County Schools for Re-lighting Cherokee and Volunteer High Schools and Rogersville Middle School.**

WHEREAS, the Hawkins County Board of Education has determined that it will be beneficial to re-light Cherokee High School, Volunteer High School and Rogersville Middle School with the more energy efficient T-8 lights and ballast, and,

WHEREAS, with the removal of the currently-used T-12 lights and the installation of the T-8 lights and ballast, there should be a savings on energy cost, and,

WHEREAS, a TVA representative has also reviewed the study prepared by Phillips Lightolier and has agreed that there will be a projected annual energy cost savings in the amount of between \$102,486 and \$126,088, and,

WHEREAS, total investment of such project will be \$883,613.00, funding to be as follows: \$740,278 from an Energy Efficient Schools Initiative Loan with the State and \$143,335 from an Energy Efficient Schools Initiative Grant, and,

WHEREAS, retirement of the debt of the loan will be paid by the Hawkins County Board of Education and is projected to be funded from the savings in the cost of electricity.

NOW, THEREFORE, BE IT RESOLVED THAT the attached Lighting Services Agreement between Genlyte Thomas Group LLC and Hawkins County Schools be approved by the Board of County Commissioners on this the 20th day of December 2010.

Introduced By Esq. Gary W. Hicks, Jr. Chairman, Bgt. Comm.

Seconded By Esq. _____

Date Submitted 12/6/10

D. Carroll Jenkins
County Clerk

By: _____

Chairman Melville Bailey

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

LIGHTING SERVICES AGREEMENT

THIS LIGHTING SERVICES AGREEMENT (the "**Agreement**"), effective as of 9/16/10 (the "**Effective Date**"), is by and between Genlyte Thomas Group LLC by and through its Energy Services Division, having a place of business at 802 Stone Creek Parkway, Suite 3, Louisville, KY, 40223 ("**Genlyte**"), and Hawkins County Schools having a place of business at 200 North Depot Street, Rogersville, TN 37857 ("**Customer**"). Each of Genlyte and Customer is a "**Party**" and together they are the "**Parties**."

RECITALS

WHEREAS, Customer desires to engage Genlyte to perform the lighting design, installation and related services described on Schedule A hereto (the "**Project**") at the facility located at 2927 Hwy 66 South Rogersville, TN 37857, 958 East McKinney Ave. Rogersville, TN 37857, and 1050 Volunteer Blvd, Church Hill, TN 37642 (the "**Premises**"); and

WHEREAS, Genlyte desires to complete the Project on behalf of Customer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PROJECT SERVICES.

1.1 Project. Genlyte shall perform on behalf of Customer all services necessary to complete the Project (the "**Work**") and deliver all fixtures and materials required for the Project on the terms and conditions set forth herein.

1.2 Timing. Genlyte shall commence the Project within 90 days of the Effective Date. Subject to the terms and conditions of this Agreement, Genlyte shall complete the Project not later than 3/30/2011 (the "**Completion Date**"). If Genlyte is delayed at any time in the commencement or progress of the Work by an act or neglect of Customer; or by changes ordered in the Work or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond Genlyte's control or by delay authorized by Customer, then the Completion Date shall be extended by Change Order (as hereinafter defined) for such reasonable time as the Parties may determine.

1.3 Subcontractors. Customer understands, acknowledges and agrees that certain of the Work may be performed by agents or subcontractors engaged by Genlyte as further contemplated in Section 2.10, and that each such subcontractor shall be bound by and entitled to the terms and conditions of this Agreement as "Genlyte" with respect to the services performed by such subcontractor hereunder.

2. GENLYTE'S OBLIGATIONS.

2.1 Labor and Materials. Genlyte shall, at its own risk and expense, provide and pay for labor, materials, mounting hardware, equipment, tools, construction equipment and machinery and other facilities and services necessary for proper execution and completion of the Project.

2.2 Workmanship. Genlyte will perform the Project with the degree of skill and care required by currently prevailing best industry practices. The equipment, material and parts furnished by Genlyte that are manufactured by Genlyte, shall be of the kind and quality described in the Project description set forth on **Schedule A** hereto, free of defects in workmanship, material, design, and title, and shall be of good and merchantable quality.

2.3 Clean-up. Genlyte shall keep the areas of the Premises in which the work is occurring and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. At completion of work daily, Genlyte shall remove waste materials and rubbish and broom sweep floors. Genlyte shall provide appropriate dumpsters or other means of removing debris from site and shall coordinate dumpster locations with the Customer Project Manager. To the extent practical, Genlyte shall deliver to Customer (on the job site) any existing materials to be retained by Customer (i.e. existing lamps, ballasts, existing fixtures, etc.). At the completion of the Project, Genlyte shall remove all tools, construction equipment, machinery and surplus materials from the Premises.

2.4 Recycling. Recycling of mercury-contaminated lamps and all PCB/DEHP and Non-PCB/DEHP contaminated ballasts shall be provided by Genlyte. Mercury-contaminated lamps and PCB/DEHP-containing ballasts shall be provided to Customer upon Customer's written request.

2.5 Genlyte's Authorized Representative. Genlyte's authorized representative is Brad Sharp (the "**Genlyte Project Manager**"). The Genlyte Project Manager shall possess full authority to receive instructions from Customer and to act on those instructions. Genlyte shall notify Customer in writing of a change in the designation of the Genlyte Project Manager. The Genlyte Project Manager shall be at the Premises whenever work is in progress or personnel are on-site. Genlyte shall provide to Customer a list of all supervisors, project managers and night/weekend management personnel, including their telephone and pager numbers, to allow for contact to be provided at all times during project installation.

2.6 Replacements. Genlyte shall be prepared to replace sockets in individual fixtures that break during retrofits (lamp and/or ballast replacement) of fixtures. Socket replacement shall be limited to incidental replacement (no more than 5% of total sockets). Any needs for socket replacements that are considered to be beyond incidental replacements shall be negotiated between Customer and Genlyte. Genlyte shall replace broken or damaged lenses and/or fixtures during the initial installation, in quantities noted in the original survey (audit, IGA or drawing assessment) only. Any additional lenses, fixtures or changes in scope shall be negotiated between Customer and Genlyte.

2.7 Codes and Standards. The lighting solutions provided by Genlyte as part of the Work shall meet light level recommendations that comply with standards established by the

Illuminating Engineering Society of North America (“IESNA”). All Work will be performed by Genlyte in accordance with the National Electric Code (“NEC”) and applicable state and local electrical codes.

2.8 Permits. Precision Electric shall secure any building permit or other permits, licenses, and inspections by government agencies legally required for proper execution and completion of the Work.

2.9 Compliance with Law. Genlyte shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Project.

2.10 Construction Personnel; Supervision; Subcontractors. The Services not performed by Genlyte with its own forces may be performed by persons or entities retained by Genlyte as independent contractors to provide the labor, materials, equipment or services required to complete the Work (“Subcontractors”). Genlyte shall be responsible to Customer for acts or omissions of parties or entities performing portions of the Work for or on behalf of Genlyte or any of its Subcontractors. Genlyte shall permit only qualified persons to perform the Work. Genlyte shall enforce safety procedures, strict discipline and good order among persons performing the Work.

3. CUSTOMERS' OBLIGATIONS.

3.1 Information. Customer shall furnish to Genlyte surveys describing physical characteristics, legal limitations and utility locations for the site of the Project. Genlyte shall be entitled to rely on the accuracy of information furnished by Customer but shall exercise proper precautions relating to the safe performance of the Work. Customer shall furnish any other information or services under Customer’s control and relevant to Genlyte’s performance of the Work with reasonable promptness after receiving Genlyte’s written request for such information or services.

3.2 Existing Conditions. Genlyte will not be responsible for any existing code deficiencies including, without limitation, grounding. Prior to Genlyte beginning the Work, Customer will notify Genlyte of any known deficiencies. If code deficiencies are to be corrected at Customer’s request, a Change Order is required. Genlyte shall provide all necessary wiring within a retrofitted or new fixture. The correct branch circuit conductors, with proper grounding to the fixture, will be the responsibility of Customer unless otherwise noted. Genlyte shall be responsible for verifying the quantities and voltages during a survey of the facilities or based on drawings and/or information provided by Customer that were used to arrive at the Contract Price (as hereinafter defined). During installation Genlyte will make efforts to advise Customer of any potential problems or other issues involving costs not originally contemplated in the Contract Price.

3.3 Access and Storage. Customer will provide access to all lighting fixtures included in the Project, without causing delays to installation crews. In addition, Customer

shall provide suitable areas for storage of Genlyte's materials and equipment within the confines of the Premises whenever possible.

3.4 Customer's Authorized Representative. Customer's authorized representative is Bill Shedden (the "**Customer Project Manager**"). The Customer Project Manager shall be fully acquainted with the Project, and shall have authority to bind Customer in all matters requiring Customer's approval, authorization or written notice. If Customer changes the Customer Project Manager or the Customer Project Manager's authority as listed above, Customer shall immediately notify Genlyte in writing.

4. HAZARDOUS MATERIALS; UNEXPECTED CONDITIONS.

4.1 Hazardous Materials. It is Customer's responsibility to notify Genlyte of any substances, chemicals, compounds, solids, liquids, gases, materials, pollutants or contaminants, hazardous substances, hazardous wastes, toxic materials, oil or petroleum and petroleum products, asbestos or substances containing asbestos, polychlorinated biphenyls or any other material subject to regulation under any environmental law ("**Hazardous Materials**") that may be encountered in the performance of the Work. Any work relating to the existence, use, detection, removal, storage, handling, transportation, treatment, disposal, discharge, removal, abatement or containment thereof which is not specifically provided for in this Agreement as the responsibility of Genlyte, is the responsibility of Customer. If, without negligence on the part of Genlyte, Genlyte is held liable by a government agency for the cost of remediation of a Hazardous Material solely by reason of performing Work as required by this Agreement, Customer shall indemnify Genlyte for all cost and expense thereby incurred.

4.2 Concealed or Unknown Conditions. Genlyte has visited the site and has become generally familiar with conditions under which the Work is to be performed. If Genlyte encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist in properties of a type and condition similar to the Premises, Genlyte shall promptly provide notice to Customer before conditions are disturbed. If such conditions cause an increase in Genlyte's cost of, or time required for, performance of any part of the Work, the Parties will agree on an equitable adjustment in the Completion Date or Contract Price, or both.

5. WARRANTY.

Genlyte warrants to Customer that materials and equipment furnished under the Contract will be of good quality and new unless **Schedule A** requires or permits otherwise. Genlyte further warrants that the Work will conform to the requirements of this Agreement. Genlyte's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Genlyte or its Subcontractors, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. With respect to products manufactured by Genlyte, Genlyte shall provide its standard written warranty for such products. With respect to products provided to Customer by Genlyte but not bearing Genlyte's name or sub-brand name, GENLYTE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to Customer upon request but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY GENLYTE WITH RESPECT TO THE PROJECT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY DISCLAIMED. CUSTOMER'S EXCLUSIVE REMEDY, AND GENLYTE'S SOLE LIABILITY, FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT OR SERVICE SHALL BE ONLY THOSE EXPLICITLY SET FORTH HEREIN.

No agent, employee or representative of Genlyte has any authority to bind Genlyte to any affirmation, representation or warranty concerning goods or services sold or provided by Genlyte and unless an affirmation, representation or warranty is specifically included herein, it does not form a part of the basis of any bargain between Genlyte and Customer and shall not be enforceable by Customer.

6. PAYMENT.

6.1 Contract Price. As full compensation for performance by Genlyte of the Work in conformance with this Agreement, Customer shall pay Genlyte \$883,613 (the "**Contract Price**"), which shall be subject to increase as provided herein. All pricing excludes any applicable tax (including, without limitation, sales and use). Customer shall be responsible for any such taxes incurred in connection with this Agreement.

6.2 Invoicing; Payments. Upon execution of this Agreement, Customer shall pay to Genlyte an initial payment of N/A, which is an amount equal to twenty percent (20%) of the Contract Price. Customer shall pay the remaining balance of N/A within thirty (30) days following completion of the Work. Notwithstanding the previous sentence, if Genlyte at any time prior to completion of the Work notifies Customer that the Work will take longer than an aggregate sixty (60) days to complete, then Customer shall, promptly upon receipt of such notice, pay to Genlyte an additional payment of N/A (which represents 20% of the Contract Price). Any payment due and unpaid hereunder shall bear interest from the date payment is due at the rate of twelve percent (12%) per annum.

6.3 Payment Failure. In the event Customer fails to pay any amount when due, in addition to any other rights or remedies available to Genlyte at law or in equity, Genlyte may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Genlyte under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default, Genlyte shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action. If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of

involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Genlyte may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Genlyte shall remain in effect.

7. CHANGES.

7.1 Changes; Change Orders. Changes to the Project that are within the general scope of this Agreement, including but not limited to revisions or modifications to the Completion Date, materials, unexpected field conditions and/or the Contract Price, may be requested by Genlyte or Customer and formalized in a change order (a "**Change Order**") and shall be accomplished without invalidating this Agreement. In the event of a Change Order, Genlyte reserves the right to offer a revised quote for material and/or labor. Any such requests for a change in the Contract Price or the Completion Date shall be processed in accordance with this Section 7.

7.2 Price Adjustments. In connection with any Change Orders approved pursuant to the preceding section, Customer and Genlyte shall negotiate in good faith an appropriate adjustment to the Contract Price or the Completion Date and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Completion Date shall not be unreasonably withheld or delayed.

8. INSURANCE.

8.1 Genlyte Insurance. Until the Completion Date, Genlyte and each of Genlyte's Subcontractors that provides or performs any of the Work shall maintain and keep in force, at its own expense, the following minimum insurance coverages and minimum limits:

- (a) workers' compensation insurance, with statutory limits as required by the various laws and regulations applicable to the employees of Genlyte and each Subcontractor;
- (b) employer's liability insurance, for employee bodily injuries and deaths, with a limit of \$1,000,000 each accident;
- (c) commercial general liability insurance, covering claims for bodily injury, death and property damage, including premises and operations, independent contractors, products, services and completed operations (as applicable to the Services), personal injury, contractual, and broad-form property damage liability coverages, with limits as follows: (1) occurrence limit of \$1,000,000 for bodily injury, death and property damage, \$1,000,000 for products and completed operations and \$2,000,000 combined aggregate;
- (d) commercial automobile liability with a minimum limit of \$1,000,000 combined single limit insuring all owned, non-owned, hired and leased vehicles;

Genlyte will provide Customer with a certificate of insurance evidencing the above policies. Genlyte shall be responsible for payment of any and all deductibles and coinsurance provisions from insured claims under its policies of insurance. Genlyte and its Subcontractors shall not perform under the Agreement without the prerequisite insurance. Upon Customer's request, Genlyte shall provide Customer with certificates of such insurance including renewals thereof.

8.2 Professional Liability Insurance. To the extent Genlyte is required to procure design services under this Agreement, Genlyte shall require the designers to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to Customer, including coverage for all professional liability caused by any of the designer's consultants, written for not less than \$1,000,000 per claim and in the aggregate with the deductible not to exceed \$2,000,000. The deductible shall be paid by the designer.

8.3 Property Insurance. Before the start of Work, Customer shall name Genlyte and its subcontractors as loss payee under Customer's standard property insurance policy for covered perils while the materials are housed, installed and until final payment has been made to Genlyte. Prior to commencement of the Work, Customer shall provide to Genlyte a copy of such policy or policies as evidence of compliance with this Section 8.3.

9. TERMINATION OF THE AGREEMENT.

9.1 Immediate Right. Either Party may terminate this Agreement immediately, without penalty or liability, if the other Party files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if the other Party discontinues or dissolves its business.

9.2 Cause. Either Party may terminate this Agreement on thirty (30) days written notice to the other Party, without penalty or liability, if the other Party materially breaches any provision of this Agreement; provided, however, that such termination shall not occur if the breaching Party cures the breach during this notice period.

9.3 Obligations Arising Prior to Termination. Even after termination pursuant to this Section 9, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

10. MISCELLANEOUS TERMS.

10.1 No Waiver. No failure or delay by either Party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power, or privilege will preclude any other or future exercise thereof or the exercise of any other right, power, or privilege under this Agreement. The waiver by either Party of any provision of this Agreement is not effective unless made in a writing specifically referring to this Agreement signed by the Party to be held bound.

10.2 Waiver of Certain Damages. Customer and Genlyte waive all claims against each other for consequential, incidental or punitive damages arising out of or relating to this Agreement, including without limitation, lost profits or injury to business reputation based on any breach, default or negligence of a Party or its employees, authorized representatives or affiliates or any consequential, incidental or punitive damages due to either party's termination in accordance with Section 9, regardless of whether a Party has been advised of the possibility of such damages. GENLYTE'S TOTAL LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING UNDER OR OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO GENLYTE UNDER THIS AGREEMENT.

10.3 Independent Contractor. Genlyte is engaged as an independent contractor for all purposes, including all federal, state and local laws pertaining to income taxes, withholding taxes, Social Security, unemployment compensation, worker's compensation and any other rights, benefits, or obligations relating to employment

10.4 Assignment. Customer may not assign this Agreement, assign any of its rights under the Agreement, or delegate any of its obligations under this Agreement, without Genlyte's prior written consent.

10.5 Governing Law; No Jury Trial. This Agreement and all claims related to it shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to its choice or conflict of law provisions. In no event will either Party be liable to the other for an incidental, special, or consequential damages arising out of or related to this Agreement or its performance or nonperformance hereunder, including, but not limited to, lost profits or injury to business reputation based on any breach, default, or negligence of such Party or its employees authorized representatives, or affiliates with respect to this letter, even if such Party has been advised of the possibility of such damages. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF GENLYTE AND CUSTOMER WAIVE ANY RIGHT TO A JURY TRIAL THEREOF.

10.6 Notices. All notices, requests, demands, consents, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand; sent by email or facsimile with confirmation of receipt by addressee; or sent by commercial courier service or sent by certified or registered mail with delivery or postage prepaid and by means assuring that acknowledgement or receipt is secured, addressed to the Party at the following address:

If to Customer, to:

Hawkins County Schools
200 North Depot Street
Rogersville, TN 37857
Attn: Bill Shedden

If to Genlyte, to:

Genlyte Thomas Group LLC
Energy Services Division
802 Stone Creek Parkway, Suite 3
Louisville, KY 40223
Attn: Frank Austin

With a required copy to:

Philips Professional Luminaires North America
3 Burlington Woods Dr.
Burlington, MA 01803
Attn: Michael L. Manning, General Counsel

10.7 Entire Agreement; Amendment; No Third Party Rights; Severability. This Agreement constitutes the entire agreement between the Parties concerning the subject of this Agreement, and may not be changed except in a writing that is signed by both Parties. Nothing in this Agreement gives any person, other than the Parties, any legal or equitable right, remedy, or claim under or in respect of this Agreement. If any provision of this Agreement is held to be invalid, the remainder of this Agreement will not be affected thereby.

10.8 Counterparts; Facsimile; Email. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or by email in a portable document format (.pdf) and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other Party.

10.9 Headings. The headings and captions used herein are for convenience only and shall not be deemed to constitute part of the Agreement or to affect the construction hereof.

10.10 Force Majeure. Neither Genlyte or Customer shall be liable to the other Party for any delay or omission in the performance of any obligation under this Agreement, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of Genlyte or Customer obliged to perform, including but not limited to, strikes or other labor difficulties, acts of God, acts of government, war, riots, embargoes, or inability to obtain supplies ("**Force Majeure**"). If Force Majeure prevents or delays the performance by Genlyte or Customer of any obligation under this Agreement, then Genlyte or Customer claiming Force Majeure shall promptly notify the other Party thereof in writing. In any event, if Force Majeure continues for more than ninety (90) calendar days, either Genlyte or Customer may terminate this Agreement upon written notice to the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as an instrument under seal as of the Effective Date.

Hawkins County Schools

GENLYTE THOMAS GROUP LLC

By: Charlotte M. Britton
Title: Director of Schools

By: John D. Brann
Title: Executive Regional Manager

SCHEDULE A

Scope of Work:

Phillips will provide a lighting upgrade for the said property inclusive of the following products and services.

Luminaires:

1362	GOS2G232UNVHI-84U
1031	GOB2S232UNVHI
68	GOS2G217UNVHI-84Q
44	GOS1G132UNVCA-841
30	GOB2S217UNVPF
586	SPS2GFSVI332UNVH3
32	XP2GVA232UNVHI
380	JS4A232UNVHI
18	JS4B432UNVH4
37	SW4S232HPFUNVHI
1	SW8T232HPFUNVH4
12	SC4DC232UNVHI
18	ST8WA232UNVH4
378	ST4WA232UNVHI
6	LSW4132UNVHI
48	LSW2117UNVHI
102	KW8S232UNVH4
24	5543SN239U
60	C7L1520DL35KMCLP
60	C7L20N1
238	LLC2URW
18	FLWD654EB4-8
18	FWGUARD
106	FLND454EB1-8
6	FNGUARD
124	GRIP5VHOOK
8	P367938
246	P139899
2	P345132
7	P290833

ASSUMPTIONS:

Estimated Burn Hours: 2713

Utility Rates: .09

Labor Rates: Precision Electric

**Labor rates are not based on prevailing wage unless so noted in the ASSUMPTIONS included herein. Changes to labor rates used, including wage determination decisions, listed in ASSUMPTIONS affecting the Project may result in Genlyte requirement to re-price the labor for said project.

* * *



Genlyte Government Lighting Solutions

14 Morewood Street • Mt Pleasant, PA 15666
 Phone (800) 678-6764 Fax (412) 291-1060
 GSA Contract# GS-07F-0189U – DUNNS 033094678

To: WADE SMITH
 REXEL
 N/A, N/A
 37915

Project: CHEROKEE H.S., HAWKINS COUNTY, TN
 37915

QTY	TYPE	MFG	CATALOG NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE	
442	A	LOL	GOS2G232UNVHI-84U*	GO2 2X4	\$86.21	\$38,104.82	
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST			
			1	STD Pack			
			2	W/F32T8/ADV841/ALTO L			
422	B	LOL	GOB2S232UNVHI	N/A	\$115.31	\$48,660.82	
22	C	LOL	GOSIG132UNVCA-841*	GO2 1X4	\$77.50	\$1,705.00	
			1	ADV ICN-1P32-SC CEN 1			
			1	STD Pack			
			1	STD Pack			
			1	F32 / 841 GENERIC LAMPS			
			Line Note: OPEN MARKET				
32	D	LOL	GOS2G217UNVHI-84Q*	GO2 2X2	\$73.03	\$2,336.96	
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST			
			1	STD Pack			
			2	PLPS F17T8 / TL841			
15	E	LOL	GOB2S217UNVPF	N/A	\$168.00	\$2,520.00	
			Line Note: OPEN MARKET				
293	F	LOL	SPS2GFSV1332UNVH3-*	15-10706-000	\$58.20	\$17,052.60	
			1	PATTERN 12 0.125 THK NOM ACRYLIC LENS			
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE (1-3 LITE) INSTANT START GENERIC BALLAST			
			1	STD Pack			
139	G	LOL	JS4A232UNVHI-*	(15-10279-000) JET STAR 48"	\$31.19	\$4,335.41	
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST			
			1	STD Pack			

Quote #: 308504-1-3

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2

QTY	TYPE	MFG	CATALOG NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE
9	H	LOL	JS4B432UNVH4-*	(15-10283-000) JET STAR 48" (14" WIDTH)	\$42.83	\$385.47
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE (1-4 LITE) INSTANT START GENERIC BALLAST		
			1	STD Pack		
9	J	LOL	ST8WA232UNVH4-*	(15-10655-000) SEALATRON WET LOCATION ENCLOSED 97-13/16" (FOUR LAMP;TWO WIDE)	\$118.00	\$1,062.00
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE (1-4 LITE) INSTANT START GENERIC BALLAST		
			1	STD Pack		
				Line Note: OPEN MARKET		
189	J4	LOL	ST4WA232UNVHI-*	(15-10653-000) SEALATRON WET LOCATION ENCLOSED 49-13/16" (TWO LAMP WIDE)	\$64.79	\$12,245.31
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST		
			1	STD Pack		
3	K	LOL	LSW4132UNVHI-*	(15-10137-000) LWBU UNIVERSAL PRISMATIC LENS LUMINAIRE	\$52.00	\$156.00
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST		
			1	STD Pack		
				Line Note: OPEN MARKET		
24	K1	LOL	LSW2117UNVHI-*	(15-10133-000) LWBU UNIVERSAL PRISMATIC LENS LUMINAIRE	\$49.42	\$1,186.08
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST		
			1	STD Pack		
50	L	EXCL	FLND454EB1-8	N/A	\$96.65	\$4,832.50
50	L	EXCL	GRIP5VHOOK	N/A	\$9.25	\$462.50
				Line Note: OPEN MARKET		
79	M	LOL	LLC2URW	WHITE THERMOPLASTIC COMBO EXIT/EMERGENCY	\$44.00	\$3,476.00
				Line Note: OPEN MARKET		
51	N	LOL	KW8S232UNVH4-*	(15-10382-000) KW INDUSTRIAL STANDARD OPEN INDUSTRIAL 96" (SOLID TOP NO UPLITE)	\$35.14	\$1,792.14
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE (1-4 LITE) INSTANT START GENERIC BALLAST		
			1	STD Pack		

Quote #: 308504-1-3

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QTY	TYPE	MFG	CATALOG NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE
12	O	LOL	5543SN239U	SPILL RING, 22", (2) 39W, TT, 120/277V,	\$247.30	\$2,967.60
30	P	LOL	C7L1520DL35KMCLP	CALCULITE 7" 1500/2000 LUMEN LED DOWNLIGHT 3500K	\$174.00	\$5,220.00
			Line Note: OPEN MARKET			
30	P	LOL	C7L20N1	CALCULITE 7" 2000 LUMEN LED DOWNLIGHT NON-IC	\$70.00	\$2,100.00
			Line Note: OPEN MARKET			
4	F17T8	LOL	P367938	F17T8/TL841/ALTO 25PK	\$53.00	\$212.00
			Line Note: OPEN MARKET F17T8/TL841/ALTO 25PK			
107	F32T8	LOL	P139899	F32T8/ADV841/ALTO 25PK	\$44.00	\$4,708.00
			Line Note: OPEN MARKET F32T8/ADV841 ALTO 25PK			
1	PL-L 36W	LOL	P345132	PL-L 36W/41 25 PACK	\$103.13	\$103.13
			Line Note: OPEN MARKET PL-L 36W/41 25PK			
3	F54T5HO	LOL	P290833	F54T5/841/HO/ALTO 40PK	\$172.50	\$517.50
			Line Note: OPEN MARKET			

Grand Total: \$156,141.84

Quotations Terms And Conditions:

F.O.B.: Factory

All Quotations are subject Lightolier's standard terms of sale.

Prices on this quotation are firm for acceptance by Lightolier within 30 days from date of Quote.

Prices on this quotation are firm for complete shipment prior to 90 days from the date of quote plus 3% per quarter thereafter.

Quote #: 307592-1-5

Date of Quote: 10/12/2010



Generic Government Lighting Solutions

14 Morewood Street • Mt Pleasant, PA 15666
 Phone (800) 678-6764 Fax (412) 291-1060
 GSA Contract# GS-07F-0189U - DUNNS 033094678

To: WADE SMITH
 REXEL
 N/A, N/A
 37915

Project: ROGERSVILLE MIDDLE SCHOOL, HAWKINS
 COUNT
 37915

QTY	TYPE	MFG	CATALOG NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE
478	A	LOL	GOS2G232UNVIII-84U*	GO2 2X4	\$86.21	\$41,208.38
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST		
			1	STD Pack		
			2	W/F32T8/ADV841/ALTO L		
187	B	LOI.	GOB2S232UNVII	N/A	\$115.31	\$21,562.97
4	C	LOL	GOS2G217UNVHI-84Q*	GO2 2X2	\$73.03	\$292.12
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST		
			1	STD Pack		
			2	PLPS F17T8 / TL841		
32	D	LOL	XP2GVA232UNVHI-*	(15-10401-000) XP SERIES 2X4 HIGH PERFORMANCE LENSED RECESSED FLUORESCENT LUMINAIRE (FLAT STEEL)	\$39.42	\$1,261.44
			1	PATTERN 12 0.090 NOM ACRYLIC LENS		
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST		
			1	STD Pack		
102	E	LOL	JS4A232UNVHI	(15-10279-000) JET STAR 48"	\$31.19	\$3,181.38
37	F	LOL	SW4S232HPFUNVHI-*	(15-10526-000) SW STRIP STANDARD STRIP WIDE 48" (TWO LAMP)	\$21.96	\$812.52
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST		
			1	STD Pack		
1	G	LOL	SW8T232HPFUNVH4-*	(15-10529-000) SW STRIP STANDARD STRIP WIDE 96" (FOUR 48" LAMP)	\$39.53	\$39.53
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE (1-4 LITE) INSTANT START GENERIC BALLAST		
			1	STD Pack		
12	H	LOL	SC4DC232UNVHI-*	(15-10152-000) CLEANLITE DAMP LOCATIONS	\$74.68	\$896.16

Quote #: 307592-1-5

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2

QTY	TYPE	MFG	CATALOG NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST		
			1	STD Pack		
80	I	LOL	LLC2URW	WHITE THERMOPLASTIC COMBO EXIT/EMERGENCY	\$44.00	\$3,520.00
				Line Note: OPEN MARKET		
18	J	EXCL	FLWD654EB4-8	N/A	\$132.22	\$2,379.96
18	J	EXCL	FWGUARD	N/A	\$27.95	\$503.10
				Line Note: OPEN MARKET		
18	J	EXCL	GRIP5VHOOK	N/A	\$9.25	\$166.50
				Line Note: OPEN MARKET		
6	K	EXCL	FLND454EB1-8	N/A	\$96.65	\$579.90
6	K	EXCL	FNGUARD	N/A	\$24.75	\$148.50
				Line Note: OPEN MARKET		
6	K	ESCO	GRIP5HOOK	N/A	\$8.00	\$48.00
				Line Note: OPEN MARKET		
32	F32T8	LOL	P139899	F32T8/ADV841/ALTO 25PK	\$44.00	\$1,408.00
				Line Note: OPEN MARKET		
4	F54T5HO	LOL	P290833	F54T5/841/HO/ALTO 40PK	\$172.50	\$690.00
				Line Note: OPEN MARKET		

Grand Total: \$78,698.46

Quotations Terms And Conditions:

F.O.B.: Factory

All Quotations are subject Lightolier's standard terms of sale.

Prices on this quotation are firm for acceptance by Lightolier within 30 days from date of Quote.

Prices on this quotation are firm for complete shipment prior to 90 days from the date of quote plus 3% per quarter thereafter.

Quote #: 308504-1-3

Date of Quote: 10/18/2010



Genlyte Government Lighting Solutions

14 Morewood Street • Mt Pleasant, PA 15666
Phone (800) 678-6764 Fax (412) 291-1060
GSA Contract# GS-07F-0189U - DUNNS 033094678

To: WADE SMITH
REXEL
N/A, N/A
37915

Project: VOLUNTEER H.S., HAWKINS COUNTY, TN
37915

QTY	TYPE	MFG	CATALOG NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE	
442	A	LOL	GOS2G232UNVHI-84U*	GO2 2X4	\$86.21	\$38,104.82	
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST			
			1	STD Pack			
			2	W/F32T8/ADV841/ALTO L			
422	B	LOL	GOB2S232UNVHI	N/A	\$115.31	\$48,660.82	
22	C	LOL	GOS1G132UNVCA-841*	GO2 1X4	\$77.50	\$1,705.00	
			1	ADV ICN-1P32-SC CEN 1			
			1	STD Pack			
			1	STD Pack			
			1	F32 / 841 GENERIC LAMPS			
			Line Note: OPEN MARKET				
32	D	LOL	GOS2G217UNVHI-84Q*	GO2 2X2	\$73.03	\$2,336.96	
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST			
			1	STD Pack			
			2	PLPS F17T8 / TL841			
15	E	LOL	GOB2S217UNVPF	N/A	\$168.00	\$2,520.00	
			Line Note: OPEN MARKET				
293	F	LOL	SPS2GFSVI332UNVH3-*	15-10706-000	\$58.20	\$17,052.60	
			1	PATTERN 12 0.125 THK NOM ACRYLIC LENS			
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE (1-3 LITE) INSTANT START GENERIC BALLAST			
			1	STD Pack			
139	G	LOL	JS4A232UNVHI-*	(15-10279-000) JET STAR 48"	\$31.19	\$4,335.41	
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST			
			1	STD Pack			

Quote #: 308504-1-3

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2

QTY	TYPE	MFG	CATALOG NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE
9	H	LOL	JS4B432UNVH4-*	(15-10283-000) JET STAR 48" (14" WIDTH)	\$42.83	\$385.47
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE (1-4 LITE) INSTANT START GENERIC BALLAST		
			1	STD Pack		
9	J	LOL	ST8WA232UNVH4-*	(15-10655-000) SEALATRON WET LOCATION ENCLOSED 97-13/16" (FOUR LAMP;TWO WIDE)	\$118.00	\$1,062.00
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE (1-4 LITE) INSTANT START GENERIC BALLAST		
			1	STD Pack		
				Line Note: OPEN MARKET		
189	J4	LOL	ST4WA232UNVHI-*	(15-10653-000) SEALATRON WET LOCATION ENCLOSED 49-13/16" (TWO LAMP WIDE)	\$64.79	\$12,245.31
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST		
			1	STD Pack		
3	K	LOL	LSW4132UNVHI-*	(15-10137-000) LWBU UNIVERSAL PRISMATIC LENS LUMINAIRE	\$52.00	\$156.00
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST		
			1	STD Pack		
				Line Note: OPEN MARKET		
24	K1	LOL	LSW2117UNVHI-*	(15-10133-000) LWBU UNIVERSAL PRISMATIC LENS LUMINAIRE	\$49.42	\$1,186.08
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE INSTANT START GENERIC BALLAST		
			1	STD Pack		
50	L	EXCL	FLND454EB1-8	N/A	\$96.65	\$4,832.50
50	L	EXCL	GRIP5VHOOK	N/A	\$9.25	\$462.50
				Line Note: OPEN MARKET		
79	M	LOL	LLC2URW	WHITE THERMOPLASTIC COMBO EXIT/EMERGENCY	\$44.00	\$3,476.00
				Line Note: OPEN MARKET		
51	N	LOL	KW8S232UNVH4-*	(15-10382-000) KW INDUSTRIAL STANDARD OPEN INDUSTRIAL 96" (SOLID TOP NO UPLITE)	\$35.14	\$1,792.14
			1	ELECTRONIC <10%THD UNIVERSAL VOLTAGE (1-4 LITE) INSTANT START GENERIC BALLAST		
			1	STD Pack		

Quote #: 308504-1-3

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3

QTY	TYPE	MFG	CATALOG NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE
12	O	LOL	5543SN239U	SPILL RING, 22", (2) 39W, TT, 120/277V,	\$247.30	\$2,967.60
30	P	LOL	C7L1520DL35KMCLP	CALCULITE 7" 1500/2000 LUMEN LED DOWNLIGHT 3500K	\$174.00	\$5,220.00
			Line Note: OPEN MARKET			
30	P	LOL	C7L20N1	CALCULITE 7" 2000 LUMEN LED DOWNLIGHT NON-IC	\$70.00	\$2,100.00
			Line Note: OPEN MARKET			
4	F17T8	LOL	P367938	F17T8/TL841/ALTO 25PK	\$53.00	\$212.00
			Line Note: OPEN MARKET F17T8/TL841/ALTO 25PK			
107	F32T8	LOL	P139899	F32T8/ADV841/ALTO 25PK	\$44.00	\$4,708.00
			Line Note: OPEN MARKET F32T8/ADV841 ALTO 25PK			
1	PL-L 36W	LOL	P345132	PL-L 36W/41 25 PACK	\$103.13	\$103.13
			Line Note: OPEN MARKET PL-L 36W/41 25PK			
3	F54T5HO	LOL	P290833	F54T5/841/HO/ALTO 40PK	\$172.50	\$517.50
			Line Note: OPEN MARKET			

Grand Total: \$156,141.84

Quotations Terms And Conditions:

F.O.B.: Factory

All Quotations are subject Lightolier's standard terms of sale.

Prices on this quotation are firm for acceptance by Lightolier within 30 days from date of Quote.

Prices on this quotation are firm for complete shipment prior to 90 days from the date of quote plus 3% per quarter thereafter.

THE ATTACHED PERTAINS TO THE STUDY PERFORMED BY PHILLIPS LIGHTOLIER AND REVIEWED BY A TVA REPRESENTATIVE IN CALCULATING THE ANTICIPATED SAVINGS IN ENERGY COSTS IF RE-LIGHTING CHEROKEE AND VOLUNTEER HIGH SCHOOLS AND ROGERSVILLE MIDDLE SCHOOL WERE TO TAKE PLACE.

LIGHTING LEASE

10/25/2010

With Whom: Phillips Lightolier

Purpose: To re-light Volunteer High School, Cherokee High School and Rogersville Middle School. (other schools may be added to this lease)

Why: To remove T-12 lights and replace with more energy efficient T-8 lights and ballast.

Why: The T-12 lights are not longer in production and to save money on energy cost.

Investment of Project: \$883,613.00, 72 month lease program.

Amount of up-front Dollars: 0, No Money needed up front.

Monthly lease payment: \$12,021.24 (this money in budget to be paid to Holston Electric).

Monthly Savings: \$17,747.58 (due to the more energy efficient T-8 light fixtures).

Monthly Net Savings: \$5,726.34 or \$68,716.08 savings per year.

PHILIPS LIGHTOLIER

Financial Benefit

Proposal #:	Hawkins County PH2
LOL Order #:	12345
Date:	09/19/2010
Expiration Date:	12/19/2010
ESG Salesperson:	John Bowman
LOL Salesperson:	Brad Sharp

Area	Investment	Energy	Operating Savings		Lease Option			Tax Benefit	Rebate	1st Year Incentive
			Maintenance	Total Annual	Total Monthly	Months	Monthly Pymt			
Volunteer H.S. Library	5,000									
0	\$24,030.00	\$2,575.00	\$3,662.00	\$6,237.00	\$519.75		\$0.00	\$0.00	\$6,237.00	
Volunteer H.S.	250,000									
0	\$295,356.00	\$35,219.00	\$40,079.25	\$75,298.25	\$6,274.85		\$0.00	\$0.00	\$75,298.25	
Volunteer Academy	25,000									
0	\$24,207.00	\$2,558.00	\$1,132.00	\$3,690.00	\$307.50		\$0.00	\$0.00	\$3,690.00	
Volunteer Auditorium										
	\$24,207.00	\$2,558.00	\$1,132.00	\$3,690.00	\$307.50		\$0.00	\$0.00	\$3,690.00	

PHILIPS LIGHTOLIER

Financial Benefit

Proposal #:	Hawkins County PH2
LOI Order #:	12345
Date:	09/19/2010
Expiration Date:	12/19/2010
ESG Salesperson:	John Bowman
LOI Salesperson:	Brad Sharp

Area	Square Footage	EP&D Square Footage	Investment	Energy	Maintenance	Operating Savings	Total Annual	Total Monthly	Months	Monthly Pymt	Monthly PCF	Tax Benefit	Rebate	1st Year Incentive
0	25,000	0	\$14,250.00	\$147.00	\$147.00	\$1,639.00	\$1,639.00	\$136.58	12	\$0.00	\$0.00	\$0.00	\$0.00	\$1,639.00
0	25,000	0	\$14,250.00	\$147.00	\$147.00	\$1,639.00	\$1,639.00	\$136.58	12	\$0.00	\$0.00	\$0.00	\$0.00	\$1,639.00
0	25,000	0	\$14,250.00	\$147.00	\$147.00	\$1,639.00	\$1,639.00	\$136.58	12	\$0.00	\$0.00	\$0.00	\$0.00	\$1,639.00
0	25,000	0	\$14,250.00	\$147.00	\$147.00	\$1,639.00	\$1,639.00	\$136.58	12	\$0.00	\$0.00	\$0.00	\$0.00	\$1,639.00
0	25,000	0	\$14,250.00	\$147.00	\$147.00	\$1,639.00	\$1,639.00	\$136.58	12	\$0.00	\$0.00	\$0.00	\$0.00	\$1,639.00

12,345.78 - 605.7
 \$ 726.34
 positive cash
 each month

* 1st Year Only
 ** Does not include federal, state, municipal, sales or other special taxes and / or interest rates for leasing.

Proposal #:	Hawkins County PH2
LOL Order #:	12345
Date:	09/19/2010
Expiration Date:	12/19/2010
ESG Salesperson:	John Bowman
LOL Salesperson:	Brad Sharp

**PHILIPS
LIGHTOLIER**

Energy Services Carbon Footprint Calculator

Amount of electricity your project will save

1,138,705 kWh/year

Reductions over 10 years

15,600,259 lbs
7,083 Metric Tons

Equivalent Environmental Benefits

Annual Reductions

Reductions over 10 years

Acid Rain Emission Reduction	8,540.3 lbs of SOx	85,403 lbs of SOx
Smog Emission Reductions	4,099.3 lbs of NOx	40,993 lbs of NOx
Barrels of Oil Not Consumed	1,647.4 Barrels	16,474 Barrels
Cars off the Road	153.0 Cars	1,530 Cars
Gallons of Gas not Consumed	80,666.3 Gallons	806,663 Gallons
Acres of pine trees reducing carbon	590.0 Acres	5,900 Acres

Shedden, Bill

From: Quillen, Christopher A [caquillen@tva.gov]
Sent: Tuesday, November 23, 2010 9:30 AM
To: Bowman, John
Cc: dmorrell@holstonelectric.com; Shedden, Bill; Tucker, John Whitnell
Subject: RE: Hawkins County School Projects.

Gentlemen:

I have reviewed the proposal for the lighting change-outs at Volunteer HS, Cherokee HS, and Rogersville MS.

The proposal uses an average energy cost of \$0.09/ kWh to calculate estimated energy savings.

I have calculated savings using HEC's rates for this year (Jan 2010-Dec 2010) and breaking the savings into Demand (kW) and energy (kWh) cost savings.

The **proposal** calculates an energy cost savings of **\$102,486** per year.

I have calculated an estimated savings of **\$126,088** per year, so I think the proposal's estimates are accurate or even a little conservative. If the existing fixture wattage tabulations are off by 10%, this project would still result in ~\$113,500 of annual energy cost savings.

The savings are calculated based on the assumptions that the existing fixture counts and wattages are accurate and the proposed fixture counts/wattages will be installed. Some degree of error can be expected here because it is not realistic to gather exact data on all of the installed equipment.

A big part of the savings on this project is associated with a significant reduction of the # of fixtures installed (7009 reduced to 4987). The newer light fixtures tend to be very efficient in utilizing more of the lumens generated by the lamps, but this is a significant reduction in fixture count and I don't know how that will affect light levels. There may be some areas where reduced light levels are acceptable, but this is a factor to consider. John may have some more information on a lumen-to-lumen comparison of the existing and proposed systems.

I have not analyzed the maintenance cost savings associated with the project, but I would expect some savings there as well, due to having all new fixtures (minimal maintenance cost for the first few years), an overall reduction in the # of fixtures and lamps, and fewer types of replacement parts to stock. I would expect that the school system probably has the most accurate information on the annual maintenance costs associated with their existing lighting.

Let me know if you have any questions-
Chris Quillen, P.E.
Principal Engineer
Northeast District Customer Service
caquillen@tva.gov
423-202-6330- Cell
423-467-3813- Office

From: Bowman, John [<mailto:john.bowman@philips.com>]
Sent: Friday, November 19, 2010 3:42 PM
To: Quillen, Christopher A
Cc: dmorrell@holstonelectric.com; Bill Shedden (bill.shedden@hck12.net)
Subject: Hawkins County School Projects.
Importance: High

Chris,

I have been ask to contact you on the behalf of Hawkins County Schools and Holston Electric. We have prepared a project using our GSA program and lease program for the school system and would like to have the TVA review my calculations. I have attached fixture counts and specifications for all three schools. They are are already total for simplicity on your part. Please respond to all with your findings. If you require fixture specifications or have questions please call me.....Thanks

Thank You,
John D. Bowman
Southeast Energy Services Manager
Philips Lightolier
3 Castleton Court
Johnson City, Tn 37615
Cell: 423-943-9151
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RESOLUTION

No. 2010/ 12 / 09

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 20th day of December, 2010.

RESOLUTION IN REF: Approval to Apply for An Energy Efficient Schools Initiative Loan for Re-lighting Cherokee and Volunteer High Schools and Rogersville Middle School.

WHEREAS, there are loan funds available through the Energy Efficient Schools Council at 0% interest, and,

WHEREAS, application for such loan funds must be submitted by December 15th but will be extended until after the December 20th County Commission meeting, and

WHEREAS, the Hawkins County Board of Education has determined that it will be beneficial to re-light Cherokee High School, Volunteer High School and Rogersville Middle School with the more energy efficient T-8 lights and ballast, and,

WHEREAS, total investment of such project will be \$883,613.00 that could be funded as follows: \$740,278 from an Energy Efficient Schools Initiative Loan and \$143,335 from an Energy Efficient Schools Initiative Grant, and,

WHEREAS, retirement of the debt of the loan will be paid by the Hawkins County Board of Education and is projected to be funded from the savings in the cost of electricity.

NOW, THEREFORE, BE IT RESOLVED THAT the attached Loan Agreement between the Energy Efficient Schools Council and Hawkins County, Tennessee be approved by the Board of County Commissioners on this the 20th day of December 2010.

Introduced By Esq. Gary W. Hicks, Jr. Chairman, Bgt. Comm.

ACTION: AYE NAY PASSED

Seconded By Esq. _____

Roll Call _____

Date Submitted 12/6/10

Voice Vote _____

A. Carroll Jenkins
County Clerk

Absent _____

COMMITTEE ACTION

By: _____

Chairman Melville Bailey

ENERGY EFFICIENT SCHOOLS INITIATIVE LOAN AGREEMENT

This Loan Agreement is made and entered into as of the ___ day of _____, 2010, by and between the Energy Efficient Schools Council (the "Lender") and Hawkins County, Tennessee (the "Borrower") for the benefit of Hawkins County School District to provide for the financing of all or a portion of a qualifying capital outlay project (the "Project").

ARTICLE 1 Definitions

Section 1.01. Defined Terms. The following words, terms and phrases shall have the following respective meanings:

"Act" means the Energy Efficient Schools Initiative (EESI) of 2008, Tennessee Code Annotated §§ 49-17-101 *et seq.*, as amended from time to time.

"Authorized Borrower Representative" means any Person from time to time authorized to act on behalf of a Borrower pursuant to the Charter, or ordinance or resolution of the governing body of such Borrower, a copy of which is filed with the Lender, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by the Person executing this Loan Agreement or his successor in office and giving the name and specimen signature of the Person or Persons so designated

"Borrower" means Hawkins County, Tennessee.

"Borrower Request", "Borrower Order" and "Borrower Consent" means, respectively, a written request, order or consent signed by an Authorized Borrower Representative and delivered to the Authority.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which banking institutions located in the State are required or authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"Cost" or "Cost of the Project" means the following:

(a) The cost of improving, equipping, and repairing the Project, or any combination of such purposes, and demolishing structures on the Project sites;

(b) The cost of labor, materials, machinery and equipment as payable to contractors, builders and materialmen in connection with the Project;

(c) Governmental charges levied or assessed during equipping of the Projects or upon any property acquired therefore, and premiums on insurance in connection with the Projects during construction;

(d) Fees and expenses of architects and engineers for estimates, surveys and other preliminary investigations, environmental tests, soil borings, appraisals, preparation of plans, drawings and specifications and supervision of the Project properly chargeable to the Project, as well as for the performance of all other duties of architects and engineers in relation to the construction and installation of the Project;

(e) Expenses of administration, supervision and inspection properly chargeable to the acquisition and construction of Project, including the fees of the Borrower relating to the design, construction and equipping of the Project and all other items of expense, not elsewhere specified herein, incident to the construction, installation and placing in operation of the Project; and

(f) Any other cost of the Project permitted to be financed by the Lender pursuant to the Act.

“Date of Disbursement” means the date funds are disbursed by the Lender to the Borrower, by check or wire, whether or not the Borrower receives them on that date.

“Event of Default” means any event defined in Section 6.01 hereof.

“Fund” means the energy efficient schools council fund established as a separate account in the State treasury.

“Lender” means the twelve (12) member energy efficient schools council established by the Act.

“Loan” means the loan made by the Lender to the Borrower pursuant to this Loan Agreement as described in Section 3.01 hereof.

“Loan Administrator” means initially the Office of State and Local Finance, which will perform certain functions in administering this Loan as requested from time to time by the Lender, or any successor Loan Administrator.

“Loan Agreement” means this Loan Agreement as it now exists and as it may thereafter be amended.

“Loan Repayments” means the payments on account of principal of and interest on the Loan and any and all other amounts payable by the Borrower hereunder.

“Loan Repayment Dates” means: (i) with respect to Loan Repayments attributable to any payment of principal and interest monthly on the first day of the month, and continuing on the first day of each month thereafter until the Loan is paid in full, or if such day is not a Business Day, then on the next preceding Business Day and as more fully described on **Exhibit**

D attached hereto; and (ii) with respect to all other Loan Repayments, at any time on demand by the Authority.

“Person” means any individual, corporation, partnership, limited partnership, joint venture, association, joint-stock company, trust, unincorporated association, limited liability corporation or partnership, or government or any agency or subdivision thereof, or other legal entity or group of entities.

“Project” or “Projects” means the construction, rehabilitation or repair of public school facilities, and equipment for public school facilities as described in **Exhibit C** hereto. **Exhibit C** shall be amended automatically, and without further action required by the Borrower, to conform **Exhibit C** to any additional project that is approved by the Lender. Where more than one Project is being financed, Project applies to each Project individually or collectively, as the context requires.

“State” means the State of Tennessee.

Section 1.02. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The word “person” shall include the plural as well as the singular number unless the context shall otherwise indicate; the word “person” also shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate.

ARTICLE 2
Project

Section 2.01. Description. Description. [Provide a brief project description]. Attach proposal submitted to Lender for approval.

Section 2.02. Funding. The Project is to be funded as follows:

EESI Loan from the EESC Fund	\$740,278
EESI Grant Incentives	\$143,335
<u>TOTAL</u>	\$883,613

ARTICLE 3
The Loan

Section 3.01. Loan. The Lender hereby agrees to lend and advance to the Borrower and the Borrower hereby agrees to borrow and accept from the Lender, the Loan in the principal amount of \$740,278 for a term of zero percent (0%) for seven (7) years. The Lender shall disburse the proceeds of the Loan to the Borrower from amounts on deposit in the Fund. The Loan shall bear interest at the rate established by the Lender at its meeting at which this Loan was approved; such interest rate is stated on the repayment schedule attached hereto as **Exhibit D**. Amounts disbursed during construction shall bear interest at such rate, and such interest shall accrue and be added to principal for the periods from the Dates of Disbursement through the first Loan Repayment Date.

Section 3.02. Use of Proceeds by the Borrower. The Borrower will use the funds lent to it by the Authority pursuant to Section 3.01 hereof solely to pay the Costs of the Project.

Section 3.03. Disbursements of Loan Proceeds. The Lender shall disburse funds from the Fund only upon receipt of a requisition, appropriately completed and signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit A**. Each request by the Borrower for disbursement shall constitute a certification by the Borrower that all representations made by the Borrower in this Loan Agreement remain true as of the date of the request and that no material adverse developments affecting the financial condition of the Borrower or its ability to complete the Project or repay the Loan have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Borrower with the request of disbursement. Proper invoices and other documentation reasonably required by and acceptable to the Lender must be submitted with each request for disbursement. The Lender may conduct audits or request documentation to determine the cost incurred by the Borrower for the Project. No more than ninety (90%) percent of the Loan shall be disbursed to the Borrower prior to the time the Project has been completed and approved by the Lender. After approval by the Lender, the remaining ten (10%) percent of the Loan will be disbursed to the Borrower.

Section 3.04. Completion of the Projects. When requesting final payment from the Fund, the Borrower shall cause to be submitted the requisition required by Section 3.03 hereof and a certificate signed by an Authorized Borrower Representative in the form attached hereto as **Exhibit B**. Said certificate shall state that no further funds will be withdrawn from the Fund to pay the Cost of the Project. The Lender does not make any warranty, either express or implied, that the moneys which, under provisions of this Loan Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all of the Costs of the Project.

ARTICLE 4
Payment Obligations of Borrower

Section 4.01. Loan Repayments. The Borrower agrees to pay to the Lender all Loan Repayments on each Loan Repayment Date, in the amounts and in the manner hereinafter provided. The repayment schedule requires payments of principal and interest to begin on the first Loan Repayment Date following the passage of sixty (60) days after the Project is completed. The repayment schedule initially attached hereto as **Exhibit D** is based on certain assumptions regarding disbursed principal amounts, the completion date and zero accrued interest. After the completion of the Project and prior to the first Loan Repayment Date thereafter, the Lender will furnish the Borrower a revised repayment schedule reflecting the actual principal amount disbursed together with the accrued interest thereon and the actual Loan Repayment Dates. This revised repayment schedule is to be substituted for the one initially attached hereto as **Exhibit D** and shall be conclusive absent manifest error. The revised repayment schedule shall not constitute an amendment of this Loan Agreement requiring approval by the parties hereto.

Section 4.02. Time and Manner of Payment. Except as provided in Section 4.05 hereof, the Borrower agrees to make each Loan Repayment directly to the Loan Administrator on or before each Loan Repayment Date in lawful money of the United States of America by electronic funds transfer of immediately available funds in accordance with instructions supplied from time to time by the Lender or the Loan Administrator.

Section 4.03. Payments; Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Lender. Until payment of all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part of all of the Projects, or commercial frustration of purpose, or any damages to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Lender to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Project. Nothing contained in this Section, however, shall be construed to release the Lender from the performance of any of its obligations hereunder or under any documents related hereto.

Section 4.04. Reduction of Principal. The Loan will be reduced, and a new repayment schedule shall be provided to the Borrower as provided in Section 4.01, if less than the full amount of the Loan is disbursed to the Borrower.

Section 4.05. Prepayment. The Borrower may prepay all or any portion of the Loan and any accrued interest thereon at any time without penalty.

ARTICLE 5 Representations and Covenants of Borrower

The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Lender contained herein:

(a) The Borrower is a municipal corporation or political subdivision, as appropriate, duly created and existing under the laws of the State of Tennessee, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Loan Agreement.

(b) With respect to the authorization, execution and delivery of this Loan Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.

(c) The Borrower has duly approved the execution and delivery of this Loan Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement.

(d) This Loan Agreement has been duly authorized, executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Lender, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity and no other authorization is required.

(e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Loan Agreement or (iii) in any way contesting or affecting the validity or enforceability of this Loan

Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Loan Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(g) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(h) All information provided to the Lender in this Loan Agreement or in any other document or instrument with respect to the Loan, this Loan Agreement or the Project, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(i) The Borrower covenants to complete the Project in a timely fashion in accordance with the project schedule provided to the Lender and to comply with all applicable State statutes, rules, and regulations pertaining to this Loan Agreement and the Project as well as with any conditions that may have been established by the Lender when it approved this Loan.

(j) The Borrower covenants to establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to allow for an audit by the State of financial records and transactions covering any fiscal year for which a Project Loan has been approved and not yet repaid in full.

ARTICLE 6 Events of Default

Section 6.01. Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:

(a) the payments required by Sections 4.01 through 4.04 are not paid punctually when due;

(b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for sixty (60) days after the Lender shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 60 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

(c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive).

Section 6.02. Remedies. Upon the continuing occurrence of an Event of Default, regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Loan Agreement, the Lender, or any other Person who has succeeded to the rights of the Lender hereunder, at any time thereafter and while such Event of Default shall continue, may, at its option, take any action at law or in equity to collect amounts then due and thereafter to become due hereunder, including without limitation declaring the unpaid principal and interest to be immediately due and payable, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement.

ARTICLE 7 Conditions Precedent to Loan

Section 7.01. Borrower's Certificate. Prior to execution of the Loan Agreement by the Lender, the Borrower shall have furnished to the Lender, in form and substance satisfactory to the Lender, a certificate of the Borrower certifying the resolution authorizing the Borrower to enter into this Loan Agreement.

Section 7.02. Attorney's Opinion. Prior to execution of the Loan Agreement by the Lender, the Borrower also shall have furnished to the Lender, in form and substance satisfactory to the Lender, an opinion of Borrower's counsel to the effect that: (1) the Borrower has been duly created and is validly existing and has full power and authority (under its Charter and By-Laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement; (2) this Loan Agreement is duly executed and constitutes a valid and binding contract of the Borrower, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors' rights generally; (3) this Loan Agreement is not in conflict in any material way with any contracts or ordinances of the Borrower; and (4) there is no litigation materially adversely affecting this Agreement or the financial condition of the Borrower.

ARTICLE 8 Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Lender and the Borrower under this Loan Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Loan Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. Non-Waiver by Lender. No failure by Lender or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of Lender provided for in this Loan Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Loan Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers or remedies.

Section 8.04. Amendments, Changes and Modification. This Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written agreement of each of the parties hereto, provided, however, that changes by the Lender to the repayment schedule attached hereto as **Exhibit D** after completion of construction as provided in Section 4.01 shall not be deemed an amendment, change or modification or alteration hereof.

Section 8.05. Applicable Law - Entire Understanding. This Loan Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Loan Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Loan Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Loan Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Loan Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at Evelyn Gladson, Hawkins County Mayor's Office, 150 E. Washington Street, Rogersville, TN 37857, or (b) if to the Lender, Energy Efficient Schools Initiative, Andrew Johnson Tower – 12th Floor, 710 James Robertson Parkway, Nashville, TN 37243, ATTN: Executive Director, with a copy to Office of State and Local Finance, 1600 James K. Polk Office Building, 505 Deaderick Street, Nashville, Tennessee 37243-0273, or at such other addresses as any addressee from time to time may have designated by written notice to the other addressees named above.

Section 8.08. Headings and References. The headings in this Loan Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Loan Agreement to particular Articles or Sections are references to Articles or Sections of this Loan Agreement, unless otherwise indicated.

Section 8.09. Successors and Assigns. The terms and provisions of this Loan Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.10. Multiple Counterparts. This Loan Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. No Liability of Lender's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Lender or the Borrower, either directly or through the Lender or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Lender against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

Section 8.12. Loan Administrator. Any function required or permitted to be performed hereunder by the Lender may, in the Lender's sole determination and upon notice to the

Borrower, be performed by the Loan Administrator. After such notice to the Borrower, the Borrower shall deal solely with the Loan Administrator with respect to such matters.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

BORROWER

HAWKINS COUNTY

BY: _____ (Signature)
TITLE: _____
DATE: _____

LENDER:

ENERGY EFFICIENT SCHOOLS COUNCIL

BY: _____ (Signature)
TITLE: _____
DATE: _____

EXHIBIT A
REQUISITION

REQUISITION NO. _____

Energy Efficient Schools Council

The undersigned, being an Authorized Borrower Representative within the meaning of that term as set forth in a loan agreement (the "Loan Agreement"), dated _____, 2010, by and between the Energy Efficient Schools Council and Hawkins County, Tennessee (the "Borrower"), submits this Requisition on behalf of the Borrower pursuant to Section 3.03 of the Loan Agreement, as follows:

1. Borrower hereby requests disbursement to the Borrower pursuant to the Loan Agreement of \$ _____.

2. All amounts advanced hereunder will be used to pay Cost of the Project, as defined in the Loan Agreement.

3. The amounts requested hereunder have not been the subject of a previous request for disbursement of funds.

4. The subject of this request is a proper Costs of the Project, as described in the Loan Agreement.

5. The amount requested should be wired to:

Bank: _____
ABA Number: _____
Account Name: _____
Account Number: _____

It is understood that your duties will be discharged with respect to the disbursement requested hereunder if payment is made as provided herein.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand, this _____ day of _____, _____.

HAWKINS COUNTY, TENNESSEE

Name:

Title: _____

Funding Date: _____, _____, _____.

After execution, fax the Requisition as follows.

Energy Efficient Schools Initiative
Attn: Ron Graham
(615)532-8273(Office)
(615)532-5942 (FAX)

EXHIBIT B

COMPLETION CERTIFICATE

The undersigned, being an Authorized Borrower Representative within the meaning of that Loan Agreement ("Loan Agreement"), dated _____, 2010, by and between the Energy Efficient Schools Council and Hawkins County, Tennessee (the "Borrower"), submits this Completion Certificate on behalf of the Borrower pursuant to Section 3.04 of the Loan Agreement, as follows:

1. No additional advances of funds under the Loan Agreement will be requested from the Trustee, and no additional Requisitions for disbursement of funds will be presented to the Trustee;
2. The Project or Projects to be financed with the proceeds of the Loan under the Loan Agreement have been completed or sufficient funds are available to complete the Project or Projects to the satisfaction of the Borrower; and

Notwithstanding the foregoing, this Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has hereunto set his (her) hand this _____ day of _____.

HAWKINS COUNTY, TENNESSEE

Name: _____

Title: _____

EXHIBIT C
DESCRIPTION OF PROJECT

Hawkins County Schools is upgrading the energy efficiency of the lighting in three schools.

EXHIBIT D
REPAYMENT SCHEDULE

Hawkins County

Loan No. 370-001

PRINCIPAL	\$	740,278
RATE OF INTEREST		0.00%
MONTHS		84
MONTHLY PAYMENTS	\$	8,813 *
TOTAL INTEREST	\$	-
TOTAL PAYMENTS	\$	740,278

PERIOD	BEGINNING PRINCIPAL BALANCE	PRINCIPAL REQUIREMENT (PER MONTH)	INTEREST REQUIREMENT (PER MONTH)	TOTAL DEBT SERVICE REQUIREMENT (PER MONTH)	ENDING PRINCIPAL BALANCE
Payment 1 ** TO Payment 12	\$ 740,278	\$ 8,813	\$ -	\$ 8,813	\$ 634,522
Payment 13 TO Payment 24	634,522	8,813	-	8,813	528,766
Payment 25 TO Payment 36	528,766	8,813	-	8,813	423,010
Payment 37 TO Payment 48	423,010	8,813	-	8,813	317,254
Payment 49 TO Payment 60	317,254	8,813	-	8,813	211,498
Payment 61 TO Payment 72	211,498	8,813	-	8,813	105,742
Payment 73 TO Payment 83	105,742	8,813	-	8,813	8,799
Final Payment	8,799	8,799	-	8,799	-
Total		\$ 740,278	\$ -	\$ 740,278	

* Please note that the final payment may differ slightly from the regularly scheduled monthly payment.

** Date to be determined upon completion of project.

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 20TH DAY OF DECEMBER, 2010.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

The following budget amendments are being requested as listed below:

Account Number	Description				
	CHANCERY COURT	Current Budget			Amended Budget
	Increase Expenditures		Increase		
53400-709	Data Processing Equipment	0.00	10,000.00		10,000.00
	Decrease Reserves			Decrease	
34166	Reserved for Automation-Chancery Court	12,566.00		(10,000.00)	2,566.00
	Sub-total Expend & Resrvs	\$ 12,566.00	\$ 10,000.00	\$ (10,000.00)	\$ 12,566.00
	This increase is needed to purchase computers and laser printers for the purpose of Chancery Court Offices to be able to use the Tennessee Court Information System Computer software for office functions. Funding for these purchases will come from the collection of data processing fees reserved for Chancery Court.				
	COUNTY COURT CLERK	Current Budget			Amended Budget
	Increase Expenditures		Increase		
52500-399	Other Contracted Services	100.00	500.00		600.00
	Decrease Expenditures			Decrease	
52500-337	Maintenance & Repair Serv-Office Equip	17,400.00		(500.00)	16,900.00
	Sub-total	\$ 17,500.00	\$ 500.00	\$ (500.00)	\$ 17,500.00
	This increase is needed to make appropriations for better classification of the annual web site maintenance fee. Funding for this increase will come from a transfer within the County Clerk's Budget.				
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 30,066.00	\$ 10,500.00	\$ (10,500.00)	\$ 30,066.00
	Page Totals- Revenues	\$	\$	\$	\$

INTRODUCED BY: Gary Hicks, Chrmn Budget Committee

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ FUND _____

ACTION: AYE NAY

DATE SUBMITTED 12/6/10

ROLL CALL _____

COUNTY CLERK: A. CARROLL JENKINS

VOICE VOTE _____

BY: A. Carroll Jenkins

ABSENT _____

COMMITTEE ACTION: _____

APPROVED _____ DISAPPROVED _____

CHAIRMAN:

Melville Bailey
MELVILLE BAILEY

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 20TH DAY OF DECEMBER, 2010.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - DRUG CONTROL FUND

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
DRUG ENFORCEMENT					
Increase Expenditures			Increase		
54150-353	Tow-In Service	0.00	1,500.00		1,500.00
Decrease Undesignated Fund Balance				Decrease	
39000	Undesignated Fund Balance	248,590.00		(1,500.00)	247,090.00
Sub-total Expenditures		\$ 248,590.00	\$ 1,500.00	\$ (1,500.00)	\$ 248,590.00
This increase is needed to make appropriations for towing of vehicles seized by drug officers. Funding for this increase will come from undesignated fund balance of the Drug Control Fund.					
Page Total - Expenditures		\$ 248,590.00	\$ 1,500.00	\$ (1,500.00)	\$ 248,590.00
		\$	\$	\$	\$

INTRODUCED BY: Gary Hicks, Chairman

Budget Committee

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ FUND _____

ACTION: _____

AYE

NAY

DATE SUBMITTED 12/6/10

ROLL CALL _____

COUNTY CLERK: A. CARROLL JENKINS

VOICE VOTE _____

BY: A. Carroll Jenkins

ABSENT _____

COMMITTEE ACTION: _____

APPROVED _____

DISAPPROVED _____

CHAIRMAN: _____

Melville Bailey
MELVILLE BAILEY

RESOLUTION NO. 2010/ 12 / 12

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 20TH DAY OF DECEMBER 2010.

RESOLUTION IN REF: GENERAL PURPOSE SCHOOL FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the General Purpose School Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, December 20, 2010, go on record as passing this resolution.

Introduced by Esq. Gary Hicks

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 12/6/10

Roll Call _____ _____

County Clerk: A. Carroll Jenkins

Voice Vote _____ _____

By: A. Carroll Jenkins

Absent _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Melville E. Bailey

Melville Bailey

Hawkins County Board of Education

FUND: 141 GENERAL PURPOSE SCHOOL FUND
 AMENDMENT NUMBER: 3
 DATE: December 6, 2010

ORIGINAL BUDGET AMOUNT	49,658,029.00
PREVIOUS AMENDMENTS	806,050.99
TOTAL	50,464,079.99
REQUESTED AMENDMENT	63,400.32
TOTAL	50,527,480.31

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	EXPENDITURES				
	71600 ADULT EDUCATION PROGRAM				
71600-429	Instructional Supplies & Materials	7,500.00	6,000.00		13,500.00
	72120 HEALTH SERVICES				
72120-499 CSH	Other Supplies & Materials	10,793.00	4,231.60		15,024.60
72120-499 FRC	Other Supplies & Materials	11,944.00	556.57		12,500.57
72120-599 CSH	Other Charges	30,603.00		4,231.60	26,371.40
	Subtotal	53,340.00	4,788.17	4,231.60	53,896.57
	72130 OTHER STUDENT SUPPORT				
72130-499	Other Supplies & Materials	31,000.00	1,500.00		32,500.00
72130-599	Other Charges	25,000.00	24,343.75		49,343.75
	Subtotal	56,000.00	25,843.75	0.00	81,843.75
	72620 MAINTENANCE OF PLANT				
72620-717 SAFE	Maintenance Equipment	20,500.00	31,000.00		51,500.00
	TOTAL	137,340.00	67,631.92	4,231.60	200,740.32
	REVENUES				
44570 FRC	Contributions & Gifts	0.00	500.00		500.00
46590	Other State Education Funds	0.00	31,073.00		31,073.00
46594 FRC	Family Resource ARRA	33,300.00	56.57		33,356.57
47120	Adult Education State Grant Program	115,231.00		22,013.00	93,218.00
49800	Transfers In	16,578.00	17,312.00		33,890.00
	TOTAL	165,109.00	48,941.57	22,013.00	158,147.57
	RESERVES & FUND BALANCE				
39000	Undesignated Fund Balance	8,395,310.86		36,471.75	8,358,839.11

Hawkins County Board of Education

The above amendment budgets additional funds to be received in the Adult Education Program (71600) for critical needs funding as approved by the State, additional funds for the Family Resource Center (72120 FRC) from the 2009-2010 ARRA carryover as approved by the State and a contribution from the Coordinated School Health grant, increases underestimated line items and decreases overestimated line items in the Coordinated School Health grant (72120 CSH).				
The amendment also budgets funds for a soccer team at Church Hill Middle School and the CommSuite Notification Service for 2½ years (includes unlimited voice and email notifications, interactive messaging/surveys, SMS text, Contact Manager, etc. with Annual License and Support) as approved by the Board of Education, and the local match for the Safe Schools grant from Undesignated Fund Balance.				
The amendment also corrects revenue lines originally budgeted incorrectly for the Adult Education Program.				

RESOLUTION NO. 2010/ 12 / 13

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 20TH DAY OF DECEMBER 2010.

RESOLUTION IN REF: FEDERAL PROJECTS FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the Federal Projects Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, December 20, 2010, go on record as passing this resolution.

Introduced by Esq. Gary Hicks

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 12/6/10

Roll Call _____ _____

County Clerk: A. Carroll Jenkins

Voice Vote _____ _____

By: A. Carroll Jenkins

Absent _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Melville E. Bailey

Melville Bailey

Hawkins County Board of Education

FUND: 142 FEDERAL PROJECTS FUND

AMENDMENT NUMBER: 3

DATE: December 6, 2010

ORIGINAL BUDGET AMOUNT	6,312,322.00
PREVIOUS AMENDMENTS	2,687,409.65
TOTAL	8,999,731.65
REQUESTED AMENDMENT	306,314.65
TOTAL	9,306,046.30

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	EXPENDITURES				
	71100 REGULAR INSTRUCTION PROGRAM				
71100-116	Teachers	460,452.00		120,223.00	340,229.00
71100-163	Educational Assistants	363,216.00	9,600.00		372,816.00
71100-198	Non-Certified Substitute Teachers	15,000.00	3,000.00		18,000.00
71100-201	Social Security	58,461.00		4,441.00	54,020.00
71100-204	State Retirement	84,990.00		6,433.00	78,557.00
71100-206	Life Insurance	4,829.00	2,903.00		7,732.00
71100-207	Medical Insurance	204,653.00		4,520.00	200,133.00
71100-210	Unemployment Compensation	3,150.00	2,150.00		5,300.00
71100-212	Employer Medicare	14,681.00		1,951.00	12,730.00
71100-336	Maintenance & Repair - Equipment	3,650.00	6,350.00		10,000.00
71100-399	Other Contracted Services	60,455.00	22,905.00		83,360.00
71100-429	Instructional Supplies & Materials	74,548.00	183,344.00		257,892.00
71100-499	Other Supplies & Materials	41,916.00	1,601.89		43,517.89
71100-722	Regular Instruction Equipment	786,769.36	13,983.23		800,752.59
	Subtotal	2,176,770.36	245,837.12	137,568.00	2,285,039.48
	72120 HEALTH SERVICES				
72120-399	Other Contracted Services	49,269.45	15,319.70		64,589.15
72120-499	Other Supplies & Materials	500.00	4,500.00		5,000.00
	Subtotal	49,769.45	19,819.70	0.00	69,589.15
	72130 OTHER STUDENT SUPPORT				
72130-189	Other Salaries & Wages	25,026.00	33,645.00		58,671.00
72130-201	Social Security	1,555.00	619.00		2,174.00
72130-204	State Retirement	2,271.25	945.00		3,216.25
72130-212	Employer Medicare	369.25	162.00		531.25
72130-322	Evaluation & Testing	177,530.00		142,344.00	35,186.00
	Subtotal	206,751.50	35,371.00	142,344.00	99,778.50
	72210 REGULAR INSTRUCTION SUPPORT				
72210-189	Other Salaries & Wages	399,649.00	139,501.00		539,150.00
72210-201	Social Security	31,825.00	6,870.00		38,695.00
72210-204	State Retirement	47,975.00	11,928.00		59,903.00
72210-207	Medical Insurance	36,443.00	7,300.00		43,743.00
72210-212	Employer Medicare	7,296.00	288.00		7,584.00

Hawkins County Board of Education

72210-355	Travel	111,919.00	20,000.00		131,919.00
72210-437	Periodicals	0.00	25,100.00		25,100.00
72210-499	Other Supplies & Materials	86,432.00	3,900.00		90,332.00
72210-524	In Service/Staff Development	804,825.00	128,988.00		933,813.00
72210-599	Other Charges	321,291.15		85,988.17	235,302.98
72210-790	Other Equipment	68,418.00	10,000.00		78,418.00
	Subtotal	1,916,073.15	353,875.00	85,988.17	2,183,959.98
	99100 TRANSFERS - OTHER USES				
99100-504	Indirect Cost	16,577.02	17,312.00		33,889.02
	TOTAL EXPENDITURES	4,365,941.48	672,214.82	365,900.17	4,672,256.13
	REVENUE & RESERVES				
47141	Title I Grants to Local Education Agencies	3,511,453.36	280,893.06		3,792,346.42
47590	Other Federal through State	210,064.66	23,601.89		233,666.55
34440	Other Federal Reserves	1,819.70		1,819.70	0.00
The above amendment budgets the Reading First Grant carryover as approved by the State, additional funds received for the Carol M. White Pep Grant, and the Title I and Title I ARRA federal projects as approved by the State.					

CERTIFICATE OF ELECTION OF NOTARIES PUBLIC Resolution No. 2010/12/14
AS CLERK OF THE COUNTY OF HAWKINS, TENNESSEE

NOTARY PUBLIC DURING THE DECEMBER 20, 2010 MEETING OF THE GOVERNING BODY:

<small>NAME</small>	<small>HOME ADDRESS AND PHONE</small>	<small>BUSINESS</small>
1. DEBORAH LYNN COBB	888 HECK HOLLOW RD. ROGERSVILLE, TN. 37857 423-921-0067	CITIZENS BANK NEW TAZEWELL, TN. 37825
2. TINA CROWNOVER	214 SMYRNA RD. SURGOINSVILLE, TN. 37873 423-923-0706	HAWKINS COUNTY BOARD OF EDUCATION ROGERSVILLE, TN. 37857
3. CURTIS M. FLANARY	445 SILVERLAKE RD. CHURCH HILL, TN. 37642 423-360-4043	FLANARY & SONS TRUCKING, INC. CHURCH HILL, TN. 37642

(Seal)

Signature
Clerk of the County of Hawkins, Tennessee

Date