



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, November 16, 2020 – 6:30 PM  
VIA TELECONFERENCE**

**ELECTED OFFICIALS PRESENT:**

David Eady – Mayor  
George Holt – Councilmember  
Jim Windham – Councilmember  
Lynn Bohanan – Councilmember  
Avis Williams – Councilmember  
Laura McCanless – Councilmember

**APPOINTED/STAFF PRESENT:**

Matt Pepper – City Manager  
Marcia Brooks – City Clerk/Treasurer  
Jody Reid – Utility Superintendent  
Scottie Croy – Asst. Utility Superintendent  
Dave Harvey – Police Chief

**ELECTED OFFICIALS NOT PRESENT:**

Jeff Wearing – Councilmember

**OTHERS PRESENT:** Holly Bisig and Steve Jackson (MEAG), Art Vinson

**Agenda (Attachment A)**

**1. Mayor's Announcements**

Mayor Eady thanked Avis Williams for chairing the committee to look at the role of African Americans in the history of the City of Oxford and how those contributions might be memorialized. Ms. Williams stated that by December she hopes to have the committee fully established and can announce all the members. She has met with some of the people suggested to her by Matt Pepper and Mayor Eady. By December she hopes to have five to seven community members on the committee and suggest a few ways of recognizing contributions that are reachable, reasonable, and worthy of recognition. She welcomes the input of the other City Councilmembers.

**2. Solar Power Purchase Agreement with MEAG (Attachment B)**

The City of Oxford has an opportunity to diversify its power resources purchased from MEAG to include solar energy in the future. Holly Bisig and Steve Jackson from the Municipal Electric Authority of Georgia (MEAG) attended the meeting to explain the opportunity and answer any questions.

Steve Jackson has sent out the draft of the Power Purchase Contract (PPC) the City of Oxford would sign to enter into this agreement. He stated that they are also very close to signing the contract with the provider and should be able to share that information soon.

MEAG first must receive commitments from participants to know how many are interested. Once they have this information, they will be able to determine the final entitlement share for each participant. In previous discussions, it was recommended that Oxford purchase 4 MW. The final price will depend on the total number of MW purchased by all participants. The price per MW could vary from \$24.95 for 140-150 total MW to \$25.75 for less than 100 MW.

Mayor Eady advised that City Attorney David Strickland has reviewed the PPC and has no issues or concerns with it. He stated that the City Council will formally vote on the contract at the December Regular Session.

George Holt asked if the City Council is going to vote on approval of the contract before we know how many MW will be purchased and the final cost. Mayor Eady advised that the 4 MW desired entitlement amount had previously been discussed. The price is affected by how many participants sign contracts.

Laura McCanless asked if interest in this power source had been gauged. Mr. Jackson indicated they conducted a survey last December and interest was between 100 MW – 140 MW. Some of the participants are working on an arrangement with Wal-Mart to buy renewable energy on behalf of Wal-Mart for their commercial customers. That level of commitment is between 30 to 40 MW.

Mayor Eady added that Mr. Jackson and Ms. Bisig presented this proposal in a previous meeting and showed that there would be substantial savings for the City of Oxford over the life of the contract (twenty years). Mr. Jackson stated that the final price will be fixed over the life of the contract.

Mr. Holt asked if the City of Oxford would be responsible for payment of other participants' shares if one of the other participants drops out. Mr. Jackson stated that is called a step-up provision, and it is in other MEAG contracts but has never been invoked. This amount is limited to 25% of the City's current bill. The power would be sold into the market, and any amount that cannot be recovered on the market would be the City's responsibility for a short period of time. Ultimately, the city that originally purchased the MW would have to pay the amount due, and the City of Oxford would be reimbursed for any amount paid under this provision.

### **3. Dried Indian Creek Corridor**

Mayor Eady shared some slides with City Council during the previous session concerning an initiative to protect the Dried Indian Creek Corridor, providing a buffer on the East side of the City. Since that time, Mayor Eady has been in contact with Donnie Longenecker of the University of Georgia Metropolitan Design Studio, and Dr. John Calabria, a faculty member

at the University of Georgia (UGA). Dr. Calabria is an expert on interventions needed to restore creeks to healthy function.

These two individuals have tendered a verbal proposal to develop some of the technical documents needed to apply for a grant from the Georgia Outdoors Stewardship Program (through the Georgia Department of Natural Resources). They would provide the technical assessment and master plan that would be included in the grant application for a cost of \$43,000. The FY 2021 Capital Budget includes \$50,000 for this project. The Northeast Georgia Regional Commission (NEGRC) will assist the City with preparing the application for \$1,000.

Jim Windham asked if the wetlands just north of Soule Street could be folded into this project. Mayor Eady acknowledged that is a valid concern.

Mayor Eady advised he and Matt had reached out to the City of Covington and Newton County about working collaboratively on this project but Oxford will concentrate on the northern part of the land down to where it becomes more of an urbanized stream at Herring Street.

Laura McCanless stated that connectivity and trails are both important points for the grant, as well as partnerships.

Mayor Eady added that Dr. Calabria can apply for a federal 2:1 match grant that could reduce the City's cost for the services provided by the University of Georgia by about \$15,000.

Mr. Windham asked if the project has any impact on the passageway under Odum Street. Mayor Eady advised that would have to be assessed as part of the overall plan.

Mr. Windham asked what the overall goal is. He has concerns about numerous studies being conducted over the years that no one ever looks at. He does not want the City to pay for another study that will have the same fate.

Ms. McCanless stated she was surprised by the price tag of the UGA proposal. She would like to see a list of what they are going to provide and would also like to know what they need to provide for the grant. She knows that an assessment is needed of how to restore the stream, but she thought the stream team they toured with could provide more detailed assistance in this area. She expressed her concern about the finite resources the City has and using almost all the money budgeted for the technical assessment and master plan.

George Holt agreed and believe that their assistance was not requested. He echoed Laura's concern about finding out what is really needed. Mr. Windham reiterated his concerns about advocating for and spending money on projects that never happen.

Ms. McCanless asked if the City can get a list of what the UGA team will provide and find out from NEGRC what is actually needed.

Mr. Holt asked what the City has asked UGA for. Mayor Eady indicated that he and Mr. Pepper had talked to John Divine at NEGRRC several times, and had been advised that there are a number of technical components to the proposal, including scientific and engineering-based analysis to support the implementation of any proposed measures and the estimate of cost for those measures. The UGA team would be conducting a detailed analysis of the watershed, what the stressors are on it, what interventions are needed to restore it to healthy function, and what the cost of those interventions would be.

Using that information, the City would then request formal bids from engineering firms to install the improvements. This information is required to get the money to implement the improvements, pay for land acquisition to protect the corridor, and build the trail that will connect to the section in Covington.

Ms. McCanless asked if UGA would help identify contractors who could perform the work. Mayor Eady advised they would provide a reasonable estimate of the cost to complete the work, and the City would request bids through a separate RFP process. It may bolster the application if bids could be included but there may not be time to complete the RFP process before the application is due in October.

Mr. Windham stated that the Council needs to decide how important protection of the corridor is and what the Council is willing to do on its own if the grant is not approved. He recommended that the UGA team define the interventions in steps so that if the grant is not approved, the City could elect to complete portions of the intervention on its own. He also asked if any of the information needed is available through other taxpayer-funded groups.

Ms. McCanless agreed, and thought that the DNR stream team indicated they have the resources and expertise to provide the information for the grant. Mayor Eady stated we can ask DNR, and they do have a lot of technical expertise. However, his understanding is they are not structured to do the type of assessment and planning needed for this project. They can provide a lot of general information, but not specific information and an actionable plan for this creek.

Mr. Windham asked how Donnie Longenecker would contribute to the project. Mayor Eady stated he would use his design studio to generate the "eye candy," or the drawings showing what the corridor is envisioned to look like once the restoration interventions and the trail corridor are installed. It is the visual presentation that will go along with the technical assessment that Dr. Calabria will provide.

Mayor Eady also stated that the \$43,000 spent on the assessment and master plan will count toward the match required for the DNR grant. George Holt asked if additional engineering drawings and other materials must be paid for to submit the grant application. Mayor Eady stated no other expenses should be needed for the grant application. UGA will be able to leverage their resources in their engineering school to provide this detail as part of their technical assessment.

Mr. Windham requested development of a firm scope of work with deliverables and an assessment of any other costs to the City before the work recommended by the UGA team can be accomplished. Mayor Eady stated the City Council will be receiving a formal proposal from UGA detailing what the deliverables will be. They can answer any additional questions. Mr. Windham requested that they also tell the City what will be needed to accomplish the goal other than the deliverables they provide.

Mr. Holt asked for clarification on the process. He wanted to ensure that the Council would be able to review an official proposal and see the cost to submit the grant, know how much the proceeds of the grant would be if it is awarded, and be able to discuss it in a work session before voting on it. Mayor Eady affirmed that Mr. Holt's assumption was correct.

Laura McCanless mentioned an area of the creek where the concrete revetment supporting the sewer main crossing Dried Indian Creek has partially collapsed due to storm debris. This issue needs to be addressed immediately. The issue was referred to Jody Reid to check.

Mayor Eady stated he would bring the proposal back to the Council at a later meeting for review.

Art Vinson spoke about the scope of work improving the quality of life in Oxford. He raised a concern about the element of noise pollution. Every resident near I-20 and State Highway 81 must deal with this problem to some extent. He feels more citizens would benefit from remediation of noise, or sound dampening, than restoration of the Dried Indian Creek corridor.

Mayor Eady thanked Mr. Vinson for his comment and stated that the Georgia Department of Transportation (GDOT) has very specific modeling for determining what areas qualify for their noise abatement remediation. He asked Matt Pepper to check with GDOT to see if they have already done some modeling/analysis for the Oxford area. He pointed out that the Dried Indian Creek project would serve as a way to preserve tree cover in certain areas, which is an effective method of noise dampening.

Mr. Vinson stated he is in favor of a holistic approach to include noise mitigation in the scope of the project.

Mr. Windham agreed with Mr. Vinson that noise pollution is a serious problem that does not appear to be getting any better. He recommended reviewing the City's ordinances regarding resident-generated noise and look into all the sources of noise. He also requested that when Mr. Pepper checks with GDOT about the noise modeling/analysis, to also ask if there are any plans to divert tractor trailer traffic away from Oxford.

#### **4. Emory Street Sidewalk Replacement Project (Attachment B)**

At the October work session, a plan for replacement of the sidewalk from the city-owned greenspace to Soule Street on the west side of Emory Street/SR 81 using recycled material

for the sidewalk was discussed. Laura McCanless has obtained additional information from the vendor about the recyclable material.

The vendor offers a ten-year warranty on the product. There is also the option to add additional binding material if the granules start to loosen. Matt Pepper is in the process of contacting references for the product. He has been able to speak to the Texas Instruments office in Northern California. They have poured some at their corporate campus and did not have any major concerns with it. It has been installed for several years. It is only used for pedestrian use (no bikes used on it). He will follow up with the other references to try to get additional feedback.

The drawings were modified to reflect accurate lamp spacing for pedestrian-scaled lamps. After additional references for the material have been finalized, Robert Jordan will prepare an RFP requesting two proposals from vendors – one for traditional cement as the material, and one for the recycled material.

James Windham asked if the lamps would have the light directed downward to prevent light pollution. Mayor Eady advised the lamps are sophisticated enough to control how much light is focused downward to minimize light pollution.

Art Vinson asked if they are motion-sensitive or if they stay on all the time. Mayor Eady advised they do respond to motion, but he is not sure if they are sophisticated enough to distinguish automobiles from pedestrians. The current project is just to install the conduit for future lighting in the sidewalk. When the City places lamps in the sidewalk the features can be discussed with the vendor based on what is desired by the City.

**5. Voting Delegates for the Electric Cities of Georgia (ECG) Board (Attachment C)**

The City of Oxford designates a delegate and alternate to serve as the City's representatives for the ECG election process for its Board of Directors. The individuals previously identified to serve in this capacity are no longer on the Oxford City Council. Mayor Eady recommends that the City appoint the positions of mayor as the delegate and the mayor pro-tem as the alternate, rather than appointing specific people, so that the agreement does not have to potentially be modified each time the makeup of the City Council changes.

James Windham thanked Mayor Eady for his involvement in getting the East Clark Street property cleaned up.

Mayor Eady adjourned the meeting at 8:05 p.m.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Marcia Brooks". The signature is written in a cursive, flowing style.

Marcia Brooks  
City Clerk/Treasurer





**OXFORD MAYOR AND COUNCIL  
WORK SESSION  
MONDAY, NOVEMBER 16, 2020 – 6:30 P.M.  
CITY HALL (VIA TELECONFERENCE)  
A G E N D A**

1. **Mayor's Announcements**
2. **Solar Power Purchase Agreement with MEAG** – We have an opportunity to diversify our power resources to include solar energy. Council will continue the discussions on the options related to the level of investment in solar resources the city is willing to undertake.
3. **Dried Indian Creek Corridor** – Mayor Eady will lead a discussion on the city's efforts to preserve the city's natural border along Dried Indian Creek.
4. **\*Emory Street Sidewalk Replacement Project** – The FY2021 Capital Budget includes \$100,000 to make repairs to the existing sidewalk that runs along the westside of Emory Street/SR 81 from the city-owned greenspace to Soule Street. At the October Work Session, we discussed using recycled material for the sidewalk. We have attached a draft copy of the plans.
5. **\*Voting Delegates for the Electric Cities of Georgia Board** – Council will discuss updating the information for the delegate and alternate to serve as the city's representatives for the ECG election process for its Board of Directors. We have attached a copy of the resolution.

\*Attachments



**To:** MEAG Power Participants  
**From:** Steve Jackson, Sr. VP and COO *Steve*  
**Date:** November 5, 2020  
**Subject:** Solar Initiative – Power Purchase Contract

MEAG Power staff is in the final stages of negotiating the Solar Purchase Power Agreement (SPPA) between MEAG Power and the solar developer that will provide interested Participants the avenue to add photovoltaic solar power to their resource portfolio. The SPPA will provide the ability for MEAG Power to acquire up to 150 MWs of solar output and services on behalf of the Participants.

In conjunction with the SPPA, any Participant that commits to an entitlement share of the output under this SPPA (a Solar Participant) will execute a Power Purchase Contract (PPC) with MEAG Power. This Power Purchase Contract addresses the Solar Participants entitlement share to the products, your cost and payment obligations and the financial assurance provided by the Solar Participants to the project developer. This PPC is non-recourse to MEAG Power and the project developer will be looking directly to the Solar Participants for the security of the payments.

In order to maintain the current late 2023 commercial operation date for the project, all agreements need to be in place by year end and the following steps are required.

1. Participant execution of the Power Purchase Contract (PPC).
2. Participant communication of the desired MW entitlement amount.
3. Finalize total MW of supply under the SPPA and the corresponding price.
4. Board approval of the SPPA.
5. MEAG Power execution of the SPPA and Solar Participant PPCs with final entitlement share.

For those Participants engaged in the Walmart discussion with ECG, the proposed contract and rate schedule will be provided by ECG in a separate transmittal. The approval and execution of those agreements will be another step in the effort.

In order to support the first step of the MEAG Power process, attached is the final form of the PPC for your consideration. Although the SPPA will be an attachment to this agreement, the SPPA is not attached at this time due to the need to finalize a few remaining items, however the SPPA in substantial form will be provided as soon as possible. In addition, although the final price will change depending on the total MWs committed from the project, it is expected to be within a tight range of \$24.95 to \$25.75 per MWH fixed for 20 years.

Due to the end of year deadline, a response for steps 1 and 2 is requested by Wednesday December 16, 2020. The MEAG Power staff is available to support your review and evaluation of this opportunity. Please contact your Regional Manager with any questions or requests.

cc: Jim Fuller

POWER PURCHASE CONTRACT  
BETWEEN MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA AND THE UNDERSIGNED PARTICIPANT

This Power Purchase Contract (this “**Contract**”), made and entered into as of \_\_\_\_\_, 2020, by and between the Municipal Electric Authority of Georgia (the “**Authority**” or “**MEAG Power**”), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the “**Act**”), and \_\_\_\_\_, (the “**Solar Participant**”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, pursuant to the Act, the Authority has previously entered into one or more Power Sales Contracts (each, as amended, a “**Power Sales Contract**”) with eligible political subdivisions, including the Solar Participant (each, a “**Participant**”) to provide, from defined production projects and sources, for the Participants’ bulk electric power supply needs;

WHEREAS, one such Power Sales Contract, the Project One Power Sales Contract (the “**Project One Power Sales Contract**”), further provides in Section 401 thereof that the Authority will provide or cause to be provided to each of the participants thereto, including the Solar Participant, (the “**Project One Participants**”) its supplemental bulk power supply (“**Supplemental Power**”) (i.e., that portion of the Solar Participant’s bulk power supply in excess of its entitlement to power, energy, output and services from any MEAG Power project) during each month of each Power Supply Year (therein defined);

WHEREAS, Section 404 of the Project One Power Sales Contract provides that a Project One Participant may elect to procure an alternate source of Supplemental Power other than that

provided by the Authority, subject to providing notice to the Authority in accordance with subpart (c) of that Section;

WHEREAS, the Authority adopted a Supplemental Power Supply Policy in March of 1999, as amended (the “**Supplemental Power Policy**”), which, in part, waived the notice requirements provided for in Section 404(c) of the Project One Power Sales Contract;

WHEREAS, the Authority has an opportunity to procure a substantial amount of Supplemental Power for a multi-year term through a Power Purchase Agreement with \_\_\_\_\_ (the “**Company**”) for the output and services of approximately [\_\_\_\_] MWac from a photovoltaic solar energy generation facility located in [\_\_\_\_\_] County, Georgia (the “**Facility**”) to be constructed, owned, operated, and maintained by the Company (hereinafter the “**SPPA**”);

WHEREAS, in accordance with the Supplemental Power Policy, the Solar Participant and certain Project One Participants have requested that the Authority purchase from the Company power, output and services of the Facility to provide for their Supplemental Power;

WHEREAS, the Authority and the Solar Participant agree that this Contract is supplemental to and authorized by the Project One Power Sales Contract;

WHEREAS, the Authority and the Solar Participant agree that the payment obligations under this Contract shall constitute the general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant is pledged, obligating the Solar Participant to provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due hereunder;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1.

1.1. SPPA. The SPPA, in substantially the form attached hereto as Exhibit A, describes the terms under which the Products (as defined therein) of the Facility shall be made available to the Authority for the provision of solar power to the Solar Participant.

1.2 Entitlement Share. The Solar Participant's "**Entitlement Share**" shall be [\_\_\_%] (the "**Entitlement Share Percentage**") of the Products.

1.3 Initial Payment Obligation. The Authority shall deliver to the Solar Participant an initial billing statement up to ninety (90) days prior to the Facility's anticipated commercial operation date (as determined pursuant to the SPPA) (the "**Commercial Operation Date**"). The initial billing statement shall set forth the Solar Participant's Entitlement Share Percentage of the sum of the estimated Solar Costs and estimated MEAG Costs (both terms, as defined in Section 1.4 below) for the month the Authority anticipates will generate the highest aggregate amount of Solar Costs and MEAG Costs (the "**Maximum Monthly Amount**") during the year subsequent to the year of the Commercial Operation Date. Amounts collected pursuant to this Section 1.3 (the "**Escrow Amount**") shall be held in escrow by the Authority, subject to use by the Authority pursuant to the terms hereof. At the end of each calendar year commencing the year after the year of the Commercial Operation Date the Authority shall recalculate the Solar Participant's Maximum Monthly Amount for such year and, (i) if the Maximum Monthly Amount exceeds the Escrow Amount, the Authority shall include an amount equal to such deficit on the Solar Participant's next Billing Statement (as defined in Section 1.4) and (ii) if the Maximum Monthly Amount is less than the Escrow Amount, the Authority shall, at the Authority's election, either (A) refund to the Solar Participant an amount from the Escrow Amount equal to such excess or (B) credit such excess to the Solar Participant's next succeeding Billing Statement(s).

#### 1.4 Ongoing Payment Obligations.

(a) The Authority shall deliver to the Solar Participant a monthly Billing Statement commencing within the thirty (30) days preceding the anticipated Commercial Operation Date and continuing through the Term. For purposes of this Contract, a “**Billing Statement**” shall be a written statement prepared or caused to be prepared monthly in advance by the Authority that shall set forth the Solar Participant’s estimated payment obligations pursuant to the terms hereof.

(b) The Solar Participant shall remit payment monthly in advance. The Solar Participant’s payment obligations hereunder for a particular month shall be an amount equal to the Solar Participant’s Entitlement Share Percentage of the sum of the estimated Solar Costs and the estimated MEAG Costs. To the extent the amount paid by the Solar Participant pursuant to the preceding sentence is either greater or less than the Solar Participant’s Entitlement Share Percentage of the sum of the actual Solar Costs and the actual MEAG Costs for a particular month, the Authority: (i) shall credit any excess payment to the Solar Participant’s next Billing Statement and (ii) may satisfy any deficit from the Solar Participant’s Escrow Amount and include a corresponding charge on the Solar Participant’s next Billing Statement (so as to restore the Solar Participant’s Escrow Amount).

For purposes of this Contract, (i) “**Solar Costs**” for a particular month shall mean the gross amount due to the Company or any other person for the month by the Authority pursuant to the terms of the SPPA, but excluding any interest charged by the Company to the Authority pursuant to Section 10.3 of the SPPA and (ii) “**MEAG Costs**” for a particular month shall mean all costs incurred by the Authority during the month in connection with the purchase from the Company and delivery to the Solar Participant of the Solar Participant’s Entitlement Share, including, but not limited to, (A) costs of (I) scheduling the delivery of solar energy, (II) energy imbalance

penalties and (III) all other charges imposed on the Authority and associated with the transmission and delivery of solar energy to the Solar Participants, and (B) a share determined by the Authority to be allocable to this Contract, of all (I) administrative and general costs and (II) operation and maintenance costs, in each case related to the operation and conducting the business of the Authority, including salaries, fees for legal, engineering, and other services and all other expenses properly related to the conduct of the affairs of the Authority.

(c) The Solar Participant's payment obligations to the Authority arising under this Contract shall constitute general obligations of the Solar Participant for the payment of which the full faith and credit of the Solar Participant shall be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Contract. Unless such payments or provisions for such payments have been made from the revenues of the Solar Participant's electric system or from other available funds, the Solar Participant will annually in each and every fiscal year during the term of this Contract include in its general revenue or appropriation measure sums sufficient to satisfy the payments required to be made in each year by this Contract until all payments hereunder have been made in full.

(d) Except as specifically provided herein, any payment due under this Contract shall be paid within ten (10) calendar days of the Solar Participant's receipt of the Billing Statement. The Parties agree to work in good faith to resolve any disputed amounts prior to the due date for such amount, and agree that any resolution of such disputed amount may, if necessary be addressed by appropriate adjustment to subsequent Billing Statements.

1.5 Rate Covenant. The Solar Participant will establish, maintain, and collect rates and charges for the electric service of its electric system so as to provide revenues sufficient to enable the Solar Participant to pay to the Authority all amounts payable under this Contract and to pay all

other amounts payable from and all lawful charges against or liens on the revenues of its electric system.

2.

2.1. Term. The term of this Contract shall commence on the Commercial Operation Date and shall continue through and include the end of the twentieth (20th) Contract Year (each, as defined in the SPPA), unless the SPPA, is terminated prior to such date, at which point this Contract will terminate upon the Solar Participant's full and complete satisfaction of its duties and obligations hereunder.

3.

Products Constitute Supplemental Bulk Power. The Solar Participant acknowledges that all Products contemplated in the proposed SPPA, if implemented, will constitute Supplemental Power, provided, however, that the Solar Participant agrees that it will not exercise its rights under the Supplemental Power Supply Policy or Section 404(c) of the Project One Power Sales Contract to opt-out of its payment obligations under this Contract at any time prior to the expiration of the term of the SPPA.

4.

Pledge of Payments. All payments in respect of Solar Costs required to be made by the Solar Participant pursuant to this Contract, and any or all rights to collection or enforcement of such payments, may be pledged to secure the payment of the Authority's obligations under the SPPA.



5.

Governing Law; Venue. This Contract shall be interpreted and enforced in accordance with the laws of the State of Georgia, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. The Parties agree that the venue for any action arising out of, or in regard to, this Contract shall be in the Superior Court of Fulton County, Georgia and each Party hereby consents to jurisdiction over it in Fulton County, Georgia.

6.

Mutual Representations and Warranties. Each Party represents and warrants to the other that, as of the Effective Date:

(a) Organization. It is duly organized and validly existing under the laws of the State of Georgia.

(b) Authority. It (a) has the requisite power and authority to enter into this Contract and (b) has, or as of the requisite time will have, all regulatory and other authority necessary to perform hereunder.

(c) Corporate Actions. It has taken all corporate or other applicable actions, including provision of notice, required to be taken by it to authorize the execution, delivery and performance hereof and the consummation of the transactions contemplated hereby.

(d) No Contravention. The execution, delivery and performance and observance hereof by it of its obligations hereunder do not (a) contravene any provision of, or constitute a default under, (i) any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which it is bound, (ii) any valid order of any court, or any regulatory agency or other body having authority to which it is subject, or (iii) any material Applicable Law presently in effect having applicability to it, or (b) require the consent or approval

of, or material filing or registration with, any Governmental Authority or other Person other than such consents or approvals that are not yet required but expected to be obtained in due course.

(e) Valid and Enforceable Agreement. This Contract is a valid and legally binding obligation of it, enforceable against it in accordance with its terms, except as the enforceability hereof may be limited by Georgia law, including the Act, and general principles of equity or bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally, laws restricting the availability of equitable remedies, and limitations on legal remedies against public bodies corporate and politic of the State of Georgia

(f) Litigation. No litigation, arbitration, investigation or other proceeding is pending or, to the best of such Party's knowledge, threatened against such Party with respect to this Contract or the transactions contemplated hereunder, in each case, that if it were decided against such Party would materially and adversely affect such Party's ability to perform its obligations hereunder.

(g) Legal Opinions. The Solar Participant shall authorize the execution and delivery of this Contract by resolution of its governing body in substantially the form attached hereto as Exhibit B. Further, the Solar Participant shall deliver to the Authority an opinion of counsel (such counsel to be reasonably acceptable to the Authority) as to the due authorization, execution and delivery and the enforceability of this Contract, in substantially the form attached hereto as Exhibit C.

## 7.

### Default; Remedies for Default.

(a) Default. Failure of the Solar Participant to timely make to the Authority any of the payments for which provision is made in this Contract shall constitute a default on the part of the

Solar Participant (a “**Default**”). A Default may be cured by the Solar Participant’s (i) full payment of any past due amounts owed by the Solar Participant to the Authority pursuant to the terms hereof (the “**Primary Cure Payments**”), (ii) full payment of any interest which has accrued thereon (as referenced in Section 7(c), below) (the “**Interest Cure Payments**”), and (iii) with reference to paragraph (h)(i) of this Section 7, full restoration of the Escrow Amount, unless and until the Authority exercises its rights pursuant to Section 7(h)(iv), below (at which point the Default may no longer be cured).

(b) Continuing Obligation, Right to Discontinue Service. In the event of a Default, the Solar Participant shall not be relieved of its liability for payment of the amounts in default (including interest accrued thereon pursuant to Section 7(c), below), and the Authority shall have the right to recover from the Solar Participant any amount in default (including interest accrued thereon pursuant to Section 7(c), below). In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Solar Participant, and the Authority may, upon the occurrence of a Default and at the Authority’s discretion, cease and discontinue providing all or any portion of the Solar Participant’s Entitlement Share.

(c) Interest on Late Payments. Any amounts that are not paid when due hereunder shall bear interest at the Contract Interest Rate from the date due until paid, which rate shall not exceed the maximum permissible under Georgia law. The defaulting Solar Participant shall be and shall remain solely liable for the payment of any interest arising under this Section 7(c). For purposes of this Contract, the “**Contract Interest Rate**” shall mean one hundred (100) basis points per

annum plus the rate per annum equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published); provided that if at any time during the Term, the Wall Street Journal no longer publishes a prime lending rate, the prime lending rate for purposes of the calculation of the Contract Interest Rate will be average of the prime interest rates which are announced, from time to time, by the three (3) largest banks (by assets) headquartered in the United States which publish a prime, base or reference rate.

(d) Levy of Tax for Payment. In the event of a Default, the Solar Participant shall provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due under the provisions of this Contract in each year over the remainder of the life of this Contract and the Authority shall have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of the Solar Participant sufficient in amount to provide such funds annually in each year of the remainder of the life of this Contract.

(e) Other Default by Solar Participant. In the event of a failure of the Solar Participant to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Solar Participant to pay all amounts due to the Authority under this Contract or in the event of a failure of the Solar Participant to take from the Authority its Supplemental Power in accordance with the provisions of this Contract, or in the event of any default by the Solar Participant under any other covenant, agreement or obligation of this Contract, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific

performance as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract against the Solar Participant.

(f) Default by The Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Contract, the Solar Participant may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Contract against the Authority.

(g) Abandonment of Remedy. In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, owes, and duties of the Authority and the Solar Participant shall continue as though no such proceeding had been taken.

(h) Default of Other Solar Participant.

(i) In the event of a Default by a Solar Participant pursuant to Section 7(b) hereof, the Authority shall:

(1) Apply the Escrow Amount (as collected from the Solar Participant pursuant to Section 1.3, above) to the defaulting Solar Participant's unpaid obligations hereunder;

(2) Transfer all or any part of the energy generated by the Facility and attributable to the defaulting Solar Participant's Entitlement Share to other Participants or any other person, firm, association or corporation, public or private (such transferee to be determined at the Authority's discretion), for the fair market value of such energy (a "**Default Sale**"); and

(3) Use the proceeds of such Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) to (A) satisfy the balance of the defaulting Solar Participant's unpaid obligations hereunder and/or (B) to the extent such payment obligations have been fully satisfied pursuant to Section 7(h)(i)(1) and/or this Section 7(h)(i)(3), fully or partially restore the defaulting Solar Participant's Escrow Amount.

(ii) The difference, if any, between the defaulting Solar Participant's unpaid payment obligations for a particular month (calculated pursuant to Section 1.4 and without inclusion of any interest amount accrued pursuant to Section 7(c), above) and the sum of (i) the

defaulting Solar Participant's Escrow Amount (to the extent the Escrow Amount has not been previously applied to an unpaid obligation of the Solar Participant pursuant to Section 7(h)(i)(1)) and (ii) the proceeds of the applicable Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) shall be referred to as the "**Special Cost Increase.**" The Special Cost Increase shall be allocated among the non-defaulting Solar Participants pro rata based on their Entitlement Share Percentages and each non-defaulting Solar Participant shall be obligated to satisfy their allocable share of the Special Cost Increase; provided that a non-defaulting Solar Participant's share of a Special Cost Increase shall not exceed 25% of the amount otherwise reflected on the Solar Participant's Billing Statement for the month to which the Special Cost Increase is attributable.

(iii) The excess, if any, between the defaulting Solar Participant's unpaid payment obligations for a particular month (calculated pursuant to Section 1.4 and inclusive of any interest amount accrued pursuant to Section 7(c), above) and the proceeds of the applicable Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) shall be for the benefit of the non-defaulting Solar Participants.

(iv) Primary Cure Payments received by the Authority from a defaulting Solar Participant shall be distributed on a ratable basis to the Solar Participants who were obligated to, and did, pay to the Authority their ratable share of the corresponding Special Cost Increase. Interest Cure Payments attributable to Solar Costs shall be paid by the Authority to the Company in satisfaction of the Authority's obligations under the SPPA and Interest Cure Payments attributable to MEAG costs shall be distributed to the non-defaulting Solar Participants ratably based on their Entitlement Share Percentages.

(v) Notwithstanding any Default Sale, a defaulting Solar Participant shall remain liable to the Authority for the full payment of the amount reflected on its Billing Statements plus any interest accrued thereon as if such Default Sale had not been made; except that such liability shall be discharged by an amount equal to the proceeds of the applicable Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale). In the event a Solar Participant's Default continues uncured for ninety (90) calendar days or the Solar Participant fails to timely satisfy its payment obligations hereunder for either three (3) consecutive months or five (5) out of eight (8) months, the Authority may sell the defaulting Solar Participant's Entitlement Share to the other Participants or any other person, firm, association or corporation, public or private (such transferee to be determined at the Authority's discretion); provided that, if such a transfer occurs, the defaulting Solar Participant shall remain liable to the Authority for the full payment of the amount attributable to its Entitlement Share plus any interest accrued thereon as if such transfer had not been made; except that such liability shall be discharged to the extent that the Authority receives payment (net of the Authority's expenses incurred in facilitating such transfer) from the transferee.

8.

In witness whereof, the Authority has caused this Contract to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto

impressed and attested; the Solar Participant has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Solar Participant is hereby acknowledged, all as of the day and year first above written.

MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

[Solar Participant Signature is on the next page]

SOLAR PARTICIPANT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT A  
FORM OF SPPA

[to be inserted]

EXHIBIT B

FORM OF AUTHORIZING RESOLUTION OF SOLAR PARTICIPANT

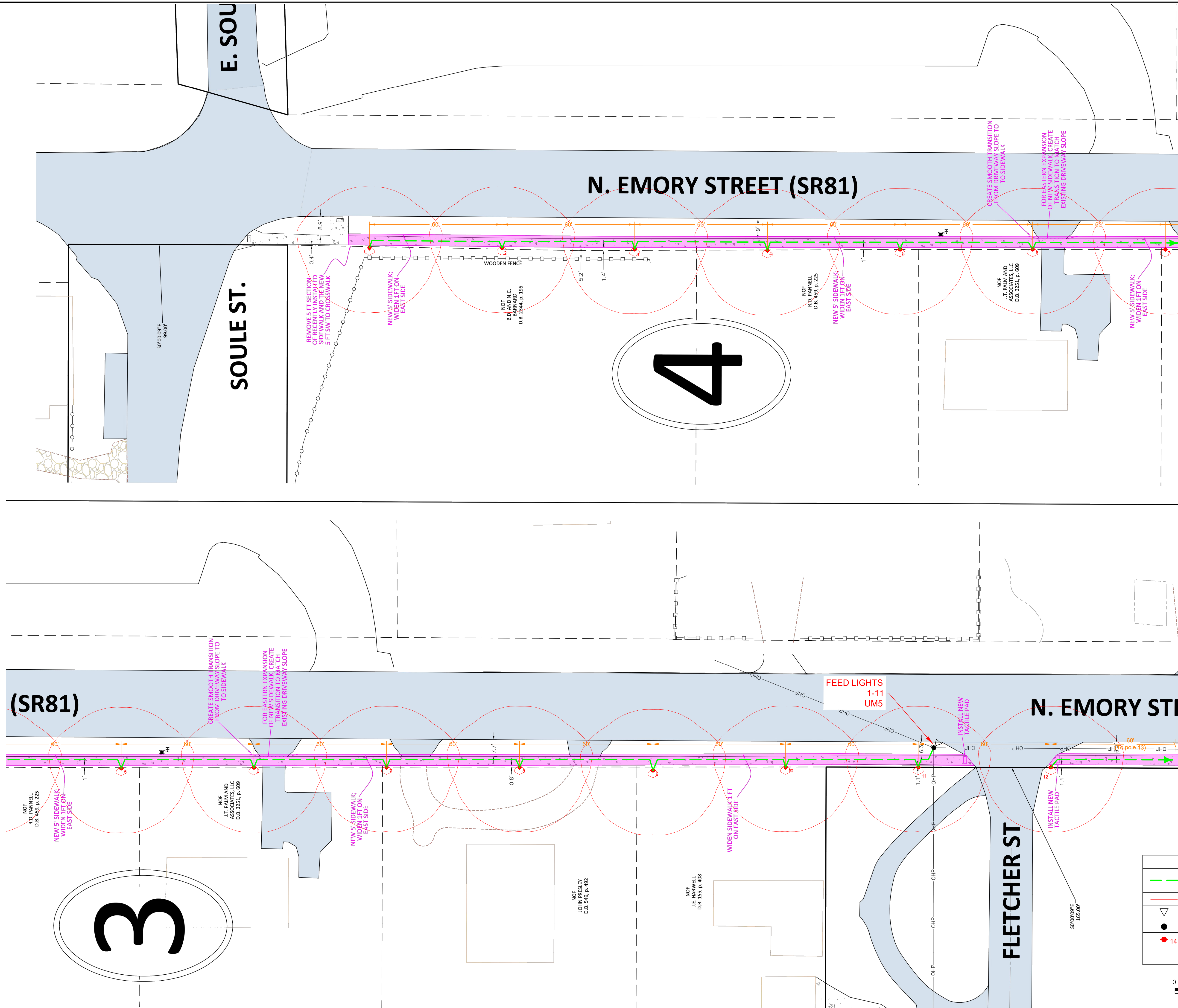
[to be inserted]

EXHIBIT C

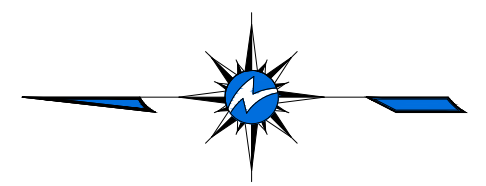
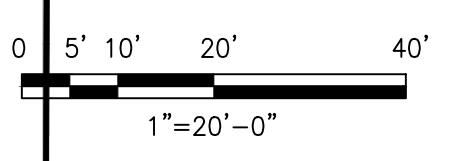
FORM OF OPINION OF COUNSEL TO PARTICIPANT

[to be inserted]

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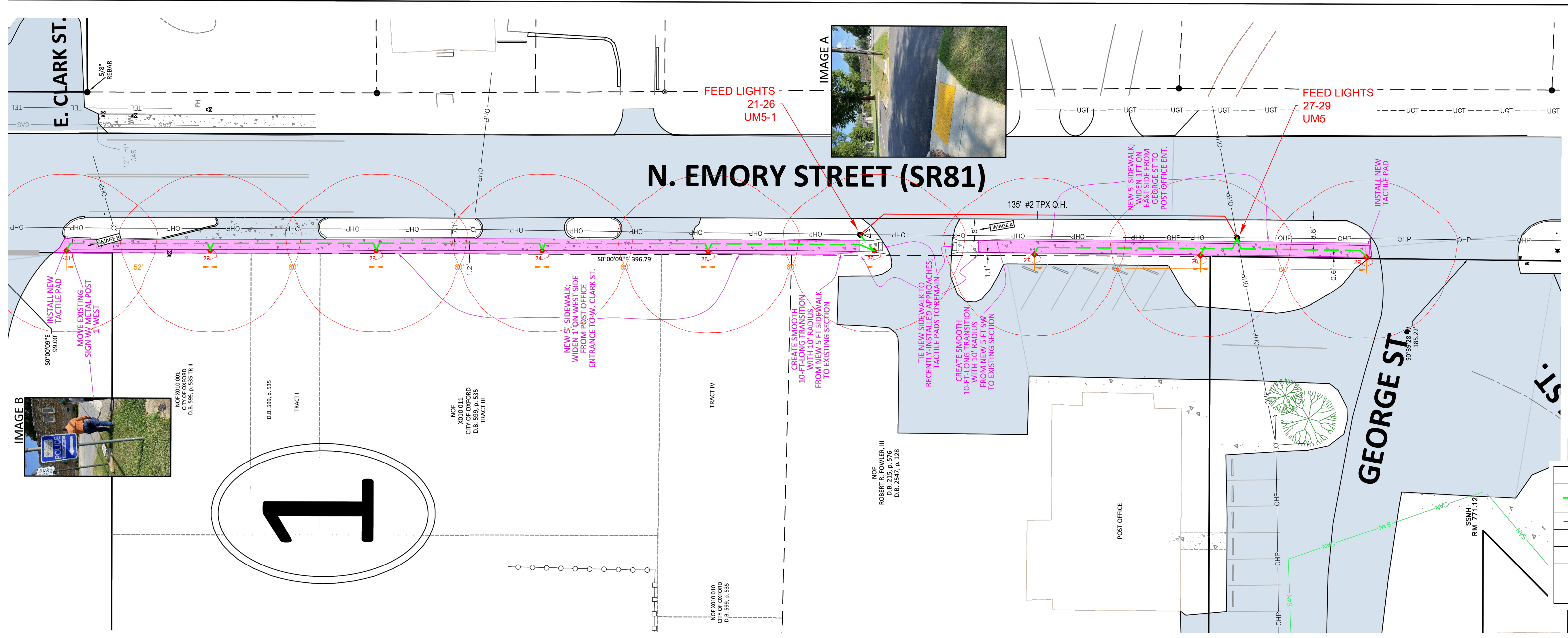
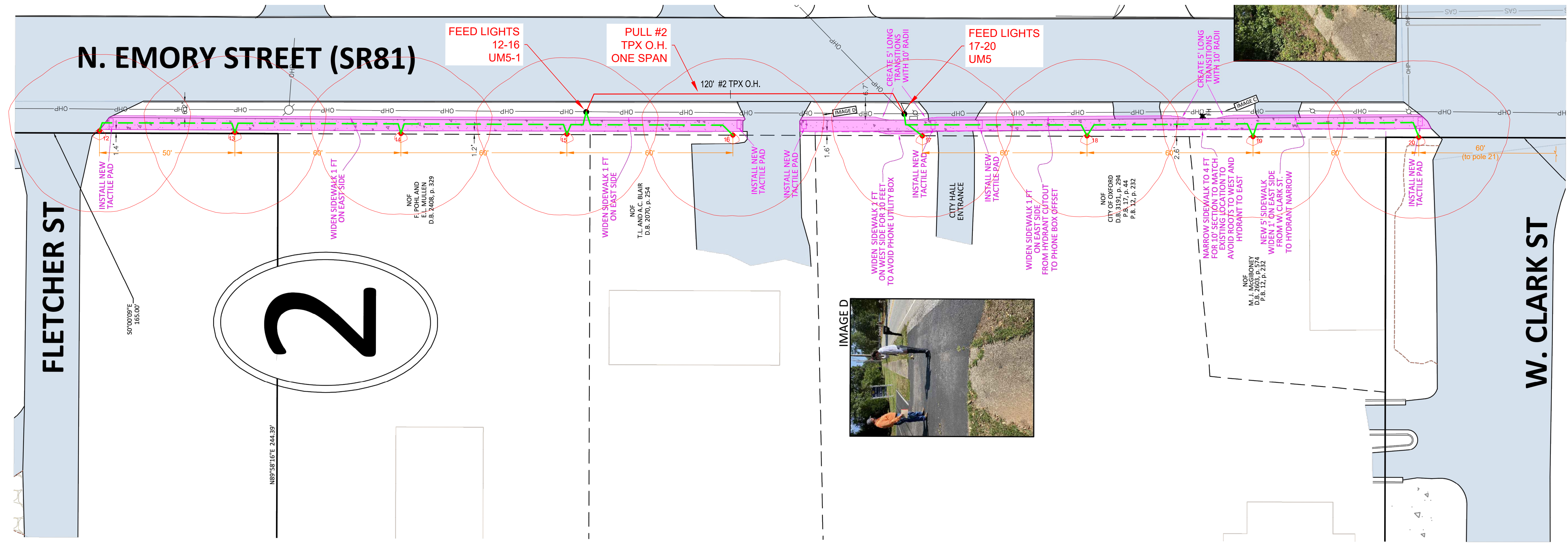
LEGEND	
	INSTALL 1-1/4" ROLL CONDUIT W/ #4 TPX U.G.
	INSTALL #2 O.H. TPX
	EXISTING O.H. XFMR
	EXISTING WOOD POLE
	INSTALL LIGHT FIXTURE 75 WATT LED FIXTURE 240 VOLTS



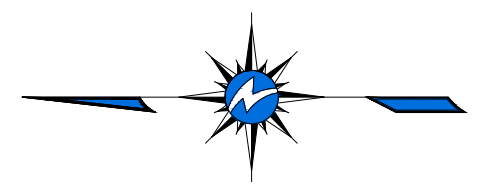
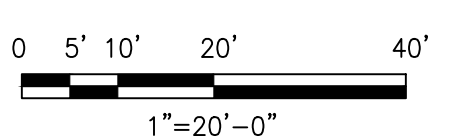
CITY OF OXFORD  
 PROPOSED 5-FT CONCRETE SIDEWALK PLAN  
 LIGHTING DESIGN PLAN (75 WATT FIXTURES)  
 NORTH EMORY STREET - NEWTON COUNTY  
 ELECTRICAL DISTRIBUTION SERVICES

Engineer: G. Lee	Drafter: D. Koppes
Date: 10/15/20	Scale: 1:20
Drawing No.: 481902R10	Sheet No.: 1 of 2

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LEGEND	
	INSTALL 1-1/4" ROLL CONDUIT W/ #4 TPX U.G.
	INSTALL #2 O.H. TPX
	EXISTING O.H. XFMR
	EXISTING WOOD POLE
	INSTALL LIGHT FIXTURE 75 WATT LED FIXTURE 240 VOLTS



CITY OF OXFORD  
 PROPOSED 5-FT CONCRETE SIDEWALK PLAN  
 LIGHTING DESIGN PLAN (75 WATT FIXTURES)  
 NORTH EMORY STREET - NEWTON COUNTY  
 ELECTRICAL DISTRIBUTION SERVICES

Engineer: G. Lee	Drafter: D. Koppes
Date: 10/15/20	Scale: 1:20
Drawing No.: 481902R10	Sheet No.: 2 of 2

**RESOLUTION**  
**CITY OF OXFORD/COUNTY OF NEWTON**

BE IT RESOLVED by the Mayor and City Council of the City of Oxford (the “Participant”) that the Mayor of the City of Oxford is hereby appointed as a voting delegate of the Participant (“Voting Delegate”) with full power and authority to communicate the decisions of the Participant to Electric Cities of Georgia, Inc. (“ECG”), with regard to the Board of Directors of ECG Election process including, but not limited to, submitting nomination forms and ballots for the election. The Mayor Pro Tem of the City of Oxford (the “Alternate”) is hereby appointed as the alternate Voting Delegate with full power and authority of the Voting Delegate to the extent that it is convenient for the Participant to make such communications to ECG through the Alternate.

This sixteenth day of November, 2020.

CITY OF OXFORD

ATTEST:

\_\_\_\_\_  
David S. Eady, Mayor

\_\_\_\_\_  
Marcia Brooks, City Clerk

[SEAL]