

**OXFORD MAYOR AND COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 2, 2021 – 7:00 PM
CITY HALL (IN-PERSON & VIA TELECONFERENCE)
A G E N D A**

1. Call to Order, Mayor David S. Eady.
2. Invocation.
3. Pledge of Allegiance.
4. Motion to accept the Agenda for the August 2, 2021 Mayor and Council Regular Meeting.
5. **CONSENT AGENDA**
 - a. * Minutes of the Regular Session July 6, 2021.
 - b. * Minutes of the Work Session July 19, 2021.
 - c. * Minutes of the Planning Commission June 8, 2021.
 - d. * Minutes of the Trees, Parks and Recreation Board June 15, 2021.
 - e. * Minutes of the Downtown Development Authority June 22, 2021.
6. Mayor's Announcements.
7. Planning Commission Recommendations/Petitions.
8. Citizen Concerns.
9. **Presentation of Newton County Bicentennial Proclamation** – Mayor Eady will present a signed copy of the Newton County Bicentennial Proclamation to Commissioner Banes.
10. **City Cemetery Request** – Mr. Eddie Baker has requested to move two unknown burials from his family plot at the city cemetery.
11. ***Solar Power Purchase Contract** – The Council will review the Power Purchase Contract for pending the solar resource with the Municipal Electric Authority of Georgia. We have attached a copy of the contract.
12. ***Local Option Sales Tax (LOST)** – The Council will discuss contracting services to analyze options for calculating the City's future LOST proportion. We have attached a copy of the engagement letter.
13. ***Limited Lease Agreement for City Greenspace** – We have attached the final draft of the limited lease agreement between the city and the Downtown Development Authority DDA. The agreement allows the DDA to make minor capital improvements to the city-owned greenspace adjacent to Emory Street.
14. ***Invoices** – Council will review the city's recently paid invoices over \$1,000.

15. **Executive Session** – The Council will discuss items related to real estate and personnel.

16. Adjourn.

*Attachments



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, JULY 6, 2021 – 7:00 PM
Via Teleconference
DRAFT**

ELECTED OFFICIALS PRESENT:

David Eady – Mayor
George Holt – Councilmember
James Windham – Councilmember
Lynn Bohanan – Councilmember
Jeff Wearing – Councilmember
Laura McCanless – Councilmember
Avis Williams - Councilmember

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
C. David Strickland – City Attorney

OTHERS PRESENT: Kevin Wilhite (Oxford Baptist Church), Laura Gafnea (Oxford College), Nick Cole, Michael McQuaide

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. Invocation – Kevin Wilhite, Oxford Baptist Church.
3. Pledge of Allegiance.
4. **Laura McCanless made a motion to accept the Agenda for July 6, 2021. Avis Williams seconded the motion. The motion was approved unanimously (7/0).**
(Attachment A)
5. **Laura McCanless made a motion to accept the Consent Agenda for July 6, 2021. Avis Williams seconded the motion. The motion was approved unanimously (7/0).**
(Attachment B)
6. Mayor's Announcements
Mayor Eady shared that Newton County's vaccination rate for COVID-19 is around 25%. He implored the residents of Oxford to set the example by getting vaccinated.
7. **Planning Commission Recommendations/Petitions**
None.
8. **Citizen Concerns**

Nick Cole mentioned that the property west of the U.S. Post Office is for sale and asked if the Council has given any thought to purchasing the land. Mayor Eady stated that the seller had approached the City about purchasing the land but their asking price was well above what the City is willing to pay for it. Mr. Cole stated that in five years could be worth double what the owner is asking for now.

9. **Newton County Bicentennial Proclamation** (Attachment C)

James Windham made a motion to sign the Newton County Bicentennial Proclamation. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).

10. **Amendment to the Official Zoning Map** (Attachment D)

A public hearing was held concerning this matter prior to the last City Council Work Session. The proposed change applies to properties on the East side of Emory Street from East Clark Street to Wentworth subdivision. The Planning Commission is recommending that a change in zoning designation for these properties from R-7.5 (Town Center) to R-20 (Residential). The owner of the property at 912 Emory Street has asked that their property remain zoned as Town Center.

Laura McCanless made a motion to approve the recommendation of the Planning Commission to change the zoning designation of the specified properties to R-20 (Residential) with the exception of the property at 912 Emory Street, while will remain zoned as Town Center. Avis Williams seconded the motion. The motion was approved unanimously (7/0).

11. **Annual Audit Services Invoices** (Attachment E)

The City of Oxford issued a Request for Proposals in May 2021 for annual independent audit services. Three proposals were received. Staff recommends that the City Council award the five-year contract for annual audit services to the lowest bidder for the five years combined, Mauldin & Jenkins, for a total of \$106,000.

Jeff Wearing made a motion to award the five-year contract for audit services to Mauldin & Jenkins. George Holt seconded the motion. The motion was approved unanimously (7/0).

12. **Utility Connections for Oxford College Modular Units Project** (Attachment F)

Oxford College will be installing modular units for their overflow student enrollment for the next two years. It is the policy of the City to hire contractors to perform electrical work for such projects to ensure that all permitting and procedures are handled correctly. Oxford College will reimburse the City for the costs. Two bids have been obtained for labor and for materials. Staff recommends awarding the contract for labor to Over and Under Contractors, Inc. for \$9,200.00 and the contract for materials to Gresco for \$10,624.80.

Avis Williams made a motion to the contracts as recommended by staff. Laura McCanless seconded the motion.

Discussion:

George Holt inquired about the difference between the Gresco and Anixter contracts for the materials, and why the higher bid is being recommended. It is his understanding that the Anixter bid does not include all the materials that are needed. Matt Pepper confirmed that his understanding is correct.

The motion was approved unanimously (7/0).

13. **Invoices** (Attachment E)

James Windham asked what period of time the Bureau Veritas charges are for. Matt Pepper advised that it covers charges for the month of April 2021. Mr. Windham recommended that the City Council evaluate their performance and charges before renewing their contract. Mayor Eady stated that this issue could be discussed during the July City Council Work Session.

Laura McCanless stated that there is still standing water near Richardson Street on Wesley Street where some work had recently been done. Mayor Eady advised that staff members will follow up with Jody Reid to check on the status of the work.

George Holt asked about the status of the water line work on the common driveway known as East George Street. Mayor Eady advised that he had not had an opportunity yet to discuss the issue with the property owners.

14. **Executive Session**

None.

15. **Adjourn**

James Windham made a motion to adjourn at 7:26 p.m. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).

Respectfully Submitted,

Marcia Brooks
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
WORK SESSION
MONDAY, JULY 19, 2021 – 6:30 PM
VIA TELECONFERENCE
DRAFT**

ELECTED OFFICIALS PRESENT:

David Eady – Mayor
George Holt – Councilmember
Jim Windham – Councilmember
Lynn Bohanan – Councilmember
Laura McCanless – Councilmember
Jeff Wearing – Councilmember

STAFF PRESENT:

Marcia Brooks – City Clerk/Treasurer
Jody Reid – Utilities & Maintenance
Supervisor

ELECTED OFFICIALS NOT PRESENT:

Avis Williams – Councilmember

OTHERS PRESENT: Holly Bisig (Municipal Electric Authority of Georgia Power (MEAG)), Steve Jackson (MEAG), Michele Jackson (MEAG), Art Vinson, Laurie Vinson, Michael McQuaide, Phone Number 803-606-9124 (name unknown).

Agenda (Attachment A)

1. Mayor's Announcements

- Mayor Eady announced the passing of community member Nancy Murdy.
- City Manager Matt Pepper is out on leave due to the birth of his child on July 12, 2021. Mr. Pepper has accepted a position as Assistant City Manager with the City of Snellville. His last day with the City of Oxford will be August 11, 2021. The City is aggressively recruiting for a qualified individual to fill the position. Several candidates have already submitted resumes and applications. The deadline is July 30, 2021. Mayor Eady will provide more details in an Executive Session tonight.
- The City of Oxford is now the owner of about 32 acres of property, about four being in the City of Oxford and twenty-eight being in the City of Covington. The purchases also position the City of Oxford against potential encroachment from industrial development and related impacts from noise. These actions also further the City's action to protect the Dried Indian Creek corridor. James Windham asked if the City plans to ask the City of Covington to cede the twenty-eight acres to the City of

Oxford. Mayor Eady stated that he expects that will occur as soon as the City can take the administrative steps necessary to complete that process.

2. **Committee Reports**

a. Trees, Parks and Recreation (TPR) Board

Mayor Eady stated that he reached out to the TPR Board and Sustainability Committee concerning the grass in Asbury Street Park. They agreed that the grass is being cut too short. Jody Reid advised that he communicated with the landscape company and ask them to raise the decks on their mowers until the grass is three inches. He also advised that they would start the organic fertilizing program that had been discussed. Laura McCanless also discussed invasives in highly visible areas. This issue is still being discussed. Mayor Eady asked the TPR Board to initiate a systematic plan for removal of invasive species along Oxford streetscapes and trails and replacing them with native species plants.

b. Sustainability Committee – Michael McQuaide stated the committee is excited to be undertaking the restoration of the Dried Indian Creek corridor through application of the grant from the Georgia Outdoor Stewardship Program. The Committee's work has been focused on efforts that gain merit for that program. Mayor Eady has received word from Congressman Hank Johnson's office that a Congressional earmark project for the Dried Indian Creek Protection and Connectivity Initiative at the level of \$900,000 is in the Transportation and Infrastructure Appropriations Bill the committee is working up. It is one of several projects Congressman Johnson has included in the bill. Mayor Eady also advised that he has met with the intern engaged for the summer by the Sustainability Committee. He presented his findings on sustainability plans in other cities to Mayor Eady. Marcia Brooks stated that a survey on Dried Indian Creek will be going out this month with the utility bills.

c. Downtown Development Authority (DDA) – Mayor Eady stated that the DDA is continuing to work on their plans for the greenspace improvements.

d. Committee on Race – Mayor Eady stated that Mark Auslander is in town to film segments around the City about contributions from people of color over the years. Emory is considering a monument in tribute to slaves and others who made sacrifices in their contributions to the City.

e. Planning Commission – The City has engaged with the Northeast Georgia Regional Commission (NEGRC) to develop the text changes for the zoning amendments proposed by the Planning Commission.

3. **Solar Power Purchase Contract (Attachment B)**

Representatives from MEAG presented an update on the solar power purchase option that was discussed with the City Council in 2020. Steve Jackson stated that the size and developer of the project have changed due to interest from MEAG participants at less than 100 megawatts. The original developer had based their participation on commitments of about 150 megawatts. They consequently raised their prices to the extent that MEAG felt it was no longer a viable proposal for participants.

MEAG terminated discussions with the original vendor and went back to some of the other vendors they had received proposals from. They now have a viable and executable power purchase agreement (PPA) with a developer for an eighty-megawatt agreement. The cost is \$25.91 per megawatt hour, which is less than what was expected in the prior agreement. The cost is fixed for a term of twenty years. Another advantage is that the infrastructure connects to a MEAG power substation, which provides MEAG with control over the interconnectivity. Consequently, the structure of the project is more economical.

Before MEAG can commit to the power purchase contract, they need commitments from participants in the form of an executed contract. They do have a subset of the forty-nine participants in Georgia already interested.

Mr. Jackson also noted that the PPA is for 80 megawatts of power, no more and no less. If interest levels are received above the 80 megawatts, participants' request will be scaled back using a formula in the PPA.

Security provisions are the same as in other contracts. There is also a 25% step-up clause. This means if a participant defaults on the agreement, the other participants will be required to pay up to 25% of their monthly payment to make the developer whole. MEAG has never had to institute a step-up provision and they do not expect it to be instituted, but it is a way to provide assurance to the developer that their participation is worthwhile and that they can obtain low-interest financing for the infrastructure because of the security the participants are providing. It also allows MEAG to issue economic bonds. In addition, the power is sold on the open market to generate revenue, and each participant contributes money to an escrow account from which payments would be made.

There is no fixed cost associated with this initiative, no debt being issued, and no demand or capacity payment to the developer. Participants only pay for energy used. The price is very economical, and not quite as efficient as nuclear power operationally, but is more economical than natural gas or coal.

MEAG is requesting that participants who sign up execute a resolution. They have provided a template for this purpose. They have also provided an opinion of counsel to show to the developer that the participant's counsel has reviewed all legal requirements and approves participation in the agreement from a legal perspective. MEAG would like to have these two documents along with the power purchase contract executed and returned to them by mid-August. MEAG will then take the PPA to their board for approval.

Laura McCanless noted that the new provider, Pineview Solar, has an incorporation date of a few days ago. She asked if MEAG had researched other projects they had been involved in, and if they feel confident that Pineview Solar has the ability to undertake this project. Steve Jackson stated that each project is a limited liability company. The

developer is hep Peak Clean Energy, a large German organization. The company hep purchased Peak Clean Energy in 2019, which has been working on renewable energy projects for a number of years. MEAG Power feels very confident in the ability of the developer to follow through.

James Windham stated that he has more confidence in the project knowing that a German company is behind it because they have more experience in such projects.

Mayor Eady asked Holly Bisig and Michele Jackson to discuss the economic impact of the proposal and the role solar power plays in our portfolio.

Michele Jackson stated that the slide provided to the City Council is essentially the same analysis that was provided to the City in August of 2020. It is a comparison of the cost of MEAG's ten-year plan, which is their plan of record, and the latest results of running the integrated resource plan with the City of Oxford committing four megawatts capacity of solar. Four megawatts of solar capacity produces about 10,000 megawatt hours per year. Putting 10,000 megawatt hours of solar into the system results in a significant savings by avoiding purchases of power on the market and by using less economic resources.

Starting in 2024, the City will see a savings of about 1.5% in costs. As time goes by and market rates for other sources increase while the cost of the solar energy stays flat, it is anticipated that cost savings will be up to more than 5% energy cost savings by 2030. Mayor Eady added that the capacity that would be added is expected to offset the anticipated shortage by taking Wansley offline. Entering into the contract should reduce or eliminate the need to purchase additional capacity at market rates.

Steve Jackson stated that the benefit of eliminating Wansley is the elimination of some fixed costs. As stated previously, the solar plan avoids any fixed costs other than the payments for power used.

Laura McCanless pointed out that there is a step-up agreement in the City's current agreement, so it is not something new. Mayor Eady added that before a City pays, MEAG will make a concerted effort to collect the money from the defaulting participant. Steve Jackson stated that if a City has to make a step-up payment, the City will be reimbursed when the defaulting participant pays what they owe. MEAG will also bring other participants on board to cure the default and make the developer whole, which can help minimize a participant's step-up cost.

Jeff Wearing asked what percentage of the City's portfolio four megawatts is. Michele Jackson stated she does not have the latest numbers in front of her but thinks it is a significant percentage. Oxford's capacity usually runs about 4 megawatts. Since four megawatts of solar capacity provides 2 megawatts of power, it would cover about 50% of the portfolio. Mayor Eady stated that it goes a long way toward decarbonizing the City's portfolio and stabilizing the City's cost, since the need to purchase electricity at market prices should be eliminated or reduced.

Mr. Wearing asked if there is a lot of down time in generation of solar power because of clouds, rain, etc. He does not believe that 50% of the City's portfolio needs to be invested in solar energy.

Ms. Jackson acknowledged Mr. Wearing's concern but stated that the other resources would serve as backup when the solar resources are not sufficient. Mayor Eady added that MEAG does a good job of optimizing the resources to ensure that participants use the resources that are most efficient for them at various times, and solar would be used in Oxford during the daytime hours. Mr. Jackson stated that the maximum load would be required in the summer during the day, which is also when solar power is generated most efficiently, especially in the southeast United States. Mayor Eady stated that a small percentage of the City's power also comes from hydroelectric resources through the Southeastern Power Association (SEPA).

Mr. Wearing expressed concern that the City would be paying for four megawatts of solar and only getting two megawatts of actual capacity. He also mentioned that there would be many gray days in winter that would not generate good solar power. Mayor Eady stated that the cost quoted per megawatt hour is on par with the cost for power generated by natural gas, which is much more volatile than the fixed price for solar power.

Holly Bisig stated that the City would only pay for power when it is buying the power from solar generation. James Windham stated that efficiency of the cells capturing the solar energy is only reduced to about 70-80% on cloudy days. They are not inoperable on cloudy days. Mr. Jackson stated that the City has a good mix of other reliable energy resources in its portfolio, including nuclear, hydroelectric, and coal from Plant Scherer. As coal becomes less viable, it will be transitioned out of the resource mix.

Mayor Eady stated that MEAG has a commitment to carbon neutrality by 2050. As older resources like coal roll off, they will continually be evaluating their mix to achieve that goal.

Art Vinson asked if the twenty-year contract accommodates provisions for inflation. Mr. Jackson stated that there is no adjustment provision for the price. It is a flat rate for twenty years. He also mentioned that utilizing renewable energy provides for energy credits. In twenty years, the City can renew the contract or walk away from it.

Mr. Vinson asked if there is a provision in the contract for the City of Oxford to terminate the contract if the cost becomes less optimal. Mr. Jackson stated there is not a termination clause in the contract based on economic changes. The contract is designed this way to provide the developer with the assurance that they will be paid for the commitments they are making. The termination clause only covers failure to perform under the terms of the contract. Mayor Eady added that the City's existing commitment for Plant Scherer includes physical plant costs that must be paid regardless of whether

the resource is being used. The solar contract requires payment only if the resource is used, with no financing of physical assets.

George Holt asked if the City is obligated to purchase four megawatts. Mayor Eady advised that the City pays only for what it uses. Mr. Holt then asked what the significance is of the four megawatts. Mayor Eady stated that the City has an obligation to maintain their maximum capacity plus 15%. Even though the City usually uses about four megawatts, it must commit to around five megawatts to meet that requirement.

Steve Jackson stated that the City must commit to the maximum capacity to meet its demand. When solar is operating, MEAG will adjust other resources, so the system is balanced. The same would apply for Oxford's set of those resources. If the City is not using the solar power generated, it is being sold to someone else, and the City gets credit for the purchase.

Mr. Holt asked what happens if there is not a customer readily available to purchase the power not used by the City of Oxford. Mr. Jackson stated that they evaluate the needs of their forty-nine participants and see where the excess power can best be used, and other participants purchase it.

Lynn Bohanan asked what the disadvantage(s) is/are of agreeing to the contract. Ms. Jackson acknowledged that technology obsolescence is a risk. But the solar panel farms being set up now have a thirty-year life. The twenty-year deal is a good hedge against technology obsolescence. Other risks are a collapse in market prices; a sunny day when the City can't use its energy generated and there are not other participants that will make up the difference.

Another factor to consider is this contract will result in the generation of renewable energy certificates which have monetary value. Under the solar proposal the City of Oxford will be able to claim a large percentage of its system as renewable energy. This is something very important to Oxford College.

Mr. Windham asked what the City can do with the renewable energy certificates. Ms. Jackson stated that the certificates substantiate the claim that they are using renewable energy. They could also be marketed to customers for them to purchase. Ms. Jackson offered to provide a template for sales of renewable energy credits. Steve Jackson advised there is also a market for the certificates, and they could be used to fund a project in the City.

Mayor Eady requested a pause on the discussion of renewable energy credits so that other items on the agenda can be addressed. The City will need to vote on the resolution and contract in the August Regular Council Meeting. He thanked the representatives of MEAG for their attendance and participation in the meeting.

4. **Local Option Sales Tax (Attachment C)**

Mayor Eady stated that Jerry Roseberry was instrumental in ensuring that Oxford's portion of the Local Option Sales Tax (LOST) supplied the City a significant amount of revenue. It is now time to renegotiate the percentages cities will receive with Newton County. By the end of 2022, a new agreement between Newton County and the cities will need to be in place. The city managers in the County began meeting several months ago to discuss how they could position the cities for strong negotiations.

In speaking with experts, they discovered there are several criteria for determining apportionments. In the past, Newton County has used population as the method for determining the apportionments. One of the things Mayor Roseberry was able to do was ensure that the City of Oxford retained the same percentage in the last agreement as the one before. Consequently, the City's apportionment has been just over three percent for twenty years.

An engagement letter was sent to the City Councilmembers as part of proposal from a consulting service. The engagement letter lists eight criteria that can be used to determine the apportionments, one of which is population.

George Holt stated that the data the consultant is proposing to gather is information that is already public knowledge and data that the City already has. He does not see the need to hire a consultant to provide the data. Mayor Eady stated that the City Managers are bringing the proposal to their City Councils to hire the consultants to gather all the data and put it into a format that can be presented during negotiations within the context of the criteria. The total cost is \$33,600 plus travel expenses. The City of Covington is willing to pay most of the cost and the rest would be divided between the other cities. The cost to the City of Oxford would be \$2,800.

James Windham stated he does not see why the City Managers cannot compile this data, as this is what they are paid for. He feels there are other consulting services that may serve us better.

Mr. Holt stated that we need to hire someone who can negotiate effectively with the County; the City has the data.

Laura McCanless asked who would be designated to negotiate the LOST apportionments. Mayor Eady advised that the city managers and mayors of the cities would meet with representatives from the Newton County Board of Commissioners, and at that time, the cities would present their arguments for their selected approach. He also stated that the data is not assembled and in front of the City Council in a form that can be presented to anyone. The City Managers felt that a unified approach to compiling and presenting the data would be a better way to negotiate. Although a city may believe one of the criteria is best for them, the cities would come to a consensus for the negotiation.

Ms. McCanless asked what the LOST money is used for. Mayor Eady stated that it goes into the general fund and pays for office staff salaries, police officer salaries and equipment, streets and parks maintenance, and other general fund expenses. She expressed surprise at the current percentages. She feels that we are competitors with other cities in the County. Mayor Eady stated that the cities cannot go into this negotiation as competitors. The conversations between the cities about conflicting policies driving their desired apportionments need to occur before going to Newton County. A unified front must be presented by the cities during negotiations. He does not think our City Manager has the time to gather the data. The point of the proposal is to outsource the data analysis piece of the negotiations.

Ms. McCanless agreed that the City is in a difficult position with its City Manager situation, but she believes the priorities of the various cities will drive which criteria they want to use and which services the money pays for in their cities. Mayor Eady agreed and stated that the analysis needs to be done to put that data in front of everyone so they can make sound decisions.

Mayor Eady stated he wants the process to be fair to all, and he believes that a strict population apportionment will not be fair. The proposed analysis would provide a common operating picture across all criteria, the way the pie can be sliced, the implications of using a particular criterion, and why that criterion may or not be the best one. The analysis would be provided by an objective third party that is not biased for or against any one city. The cities will need to come to a consensus about what criteria are best for all of them. He advised that Matt Pepper did speak to Jerry Roseberry, who stated that the biggest task is to get the City of Covington on board, and they are very enthusiastic about hiring the consultants.

Mayor Eady stated that this proposal needs to be voted on in August so that the contract can be executed for the data analysis. If the City of Oxford votes not to participate, the City of Covington will go forward with the analysis, which may or may not have any information of value to the City of Oxford.

Ms. McCanless does not feel that someone could be hired to gather the data to analyze the viability of the criteria for \$2,800.

Mr. Holt stated that he understands that Mayor Eady may not feel comfortable entering into the negotiations without the data, and although he disagrees with it, he recommends going forward with it. He also stated that with the City of Covington on board, the other cities are almost obligated to participate. Mayor Eady stated that his approach is very similar, and he wants to ensure that the City of Oxford can go to the table with the data that is needed.

5. **Building Permit Services Contract** (Attachment D)

James Windham asked that this discussion be tabled to give him more time to gather information.

6. **Work Session Meeting Review**

- a. Vote on Solar Purchase Power Contract in August
- b. Vote on LOST Data Analysis in August

7. **Executive Session**

The City Council entered Executive Session at 8:30 p.m. to discuss personnel matters.

8. **Adjourn**

James Windham made a motion to adjourn the meeting at 9:00 p.m. George Holt seconded the motion. The motion was approved unanimously (6/0).

Respectfully Submitted,

Marcia Brooks
City Clerk/Treasurer

OXFORD PLANNING COMMISSION

Minutes – June 8, 2021

MEMBERS: Jonathan Eady, Chair; Zach May, Vice Chair; Juanita Carson, Secretary; Mike Ready, Jeremy Baker, and Mike McQuaide.

STAFF: Matthew Pepper, City Manager and Zoning Administrator; Johnny Lyons, Building Inspector.

GUESTS: Paul Green; Jeremy York, The Homestar Group; Doug Hicks, Dean of Oxford College; Danielle Miller, Senior Associate Dean of Finance, Operations and Technology, Oxford College; Randy Simon, Director of Facilities Planning and Operations, Oxford College; Lucy Williams, Program Manager, Emory University; James Johnson, University Landscape Architect, Emory University.

OPENING: At 7:01 PM, Mr. Eady called the meeting to order and welcomed the guests.

MINUTES: Upon motion of Mr. Ready, seconded by Ms. Carson, the minutes for the meeting of May 11, 2021 were adopted as amended. The vote was 6-0.

PAUL GREEN DEVELOPMENT PERMIT APPLICATION (814 Emory Street): The Commission reviewed the development permit application to renovate the existing structure at 814 Emory Street. Mr. Green included the following in the scope of work: replace the existing siding and windows, remodel the bathrooms and kitchen, install an air conditioning system, and move the existing drive onto the property which would require a new curb cut onto Emory Street. During the discussion, the Commission explained that Mr. Green would need to supply additional plans and specifications for the proposed interior renovations to obtain the requisite building permits. As for the curb cut, the Commission explained that the property fronts on Emory Street, which is a state highway. Consequently, Mr. Green would need to apply for access to the street with the Georgia Department of Transportation.

Mr. Eady explained that the city has begun the formal process to change the zoning district for this parcel from Town Center to Single Family Residential R-20. The public hearing is scheduled for June 21st with a formal vote from the Mayor and Council to follow on July 6th. The Commission confirmed the existing structure met the setback requirements for both the Town Center and R-20 zoning districts.

Upon motion of Mr. McQuaide, seconded by Mr. Baker, the Planning Commission approved the development permit application to renovate the existing structure at 814 Emory Street (the motion does not include the curb cut onto Emory Street). The vote was 6-0.

WILLIE MAE RHODES DEVELOPMENT PERMIT APPLICATION (506 Moore Street): The Commission reviewed the development permit application to renovate the interior of the existing home at 506 Moore Street. The structure suffered fire damage. Jeremy York, with The Homestar Group, presented the application on behalf of Ms. Rhodes. During the discussion, the Commission noted that the existing structure is a permitted non-conforming dwelling. It does not meet the 1,500 square foot minimum for a dwelling unit located within the R-15 Residential Zoning District as stated in Table 4.2. The Commission further noted that in Sec. 40-575 (4) "Repair" that a nonconforming use cannot be repaired after damage exceeding 50 percent of its replacement cost. With the application, Ms. Rhodes provided a cost estimate of \$66,683.27 to repair the existing structure.

Mr. York estimated the cost to rebuild the structure at \$150 per square foot. Based on this estimate, the total cost to rebuild the structure is approximately \$150,000. The Commission noted that the \$150,000 replacement cost estimate is above twice the estimated repair costs (\$132,000) and therefore would meet the repair threshold stated in Sec. 40-575 (4). In addition, the Commission confirmed that the existing structure met the setback requirements and that some minor cosmetic work on the exterior was necessary. The Commission explained to Mr. York that he will need to submit the requisite

applications for a building permit to the city's building department. Once they are approved, Mr. York can start work on the project.

Upon motion of Ms. Carson, seconded by Mr. Ready, the Planning Commission approved the development permit application to renovate the interior of the existing home at 506 Moore Street. The vote was 6-0.

OXFORD COLLEGE DEVELOPMENT PERMIT APPLICATION: The Commission reviewed the development permit application to install 16 pre-manufactured temporary student housing modules and a pre-manufactured double wide building for a student common space. During the discussion, Dean Hicks explained that Oxford College is expecting an additional 80 students to join the incoming class. Consequently, the college will need to install temporary housing in the parking lot behind the Haygood Dormitory. The temporary housing request includes two 44-bed modular units. The request also includes a separate building that would serve as a common area. The modular units would be connected to utilities including power, water, and sewer. The college expects to have the units operational by August 6th.

The Commission noted that under "Other Uses" in Table 4.4 includes the provision that the Commission can approve temporary uses and structures located within the Institutional Campus zoning district. The Commission confirmed that the development permit approval is expressly limited to a two-year definition to meet the temporary requirement.

As for the building permit requirements, Mr. Lyons explained that the College would need to submit additional plans pertaining to the decks, stairs, and landings. In addition, the College would need to include plans for the exterior lighting for the units. The modular units were not manufactured in Georgia so they will have to be approved by the Department of Community Affairs. Mr. Simon replied that they are working to address these issues prior to the construction phase of the project.

Upon motion of Mr. Ready, seconded by Mr. McQuaide, the Planning Commission approved the development permit application to install 16 pre-manufactured temporary student housing modules and a pre-manufactured double wide building for a student common space in the parking lot behind Haygood Hall. The vote was 5-0 with Mr. Eady abstaining.

DISCUSSION ON AMENDMENTS TO CHAPTER 40: The Commission reviewed the document with the proposed amendments to Chapter 40. During the discussion, the Commission agreed to adjust their recommendation to Sec. 40-575 "Repairs or Reconstruction following Casualty Event" to state that if a homeowner promptly rebuilds the structure, they would not be required to change the dimensional requirements. In addition, they also agreed to remove their recommendation to amend the section pertaining the Residential Infill Overlay Residential district. They will revisit this section at a later date.

In addition, the Commission discussed the process moving forward:

- Mr. Pepper will share the Commission's recommendations with the Mayor and Council at a conceptual level.
- If the Mayor and Council are supportive, the city will move forward with asking the City Attorney or another entity to draft the official language to amend the ordinance.
- The Commission will review and approve the draft language to send to the Council for final adoption.

OTHER BUSINESS: The Commission discussed returning to in-person meetings in July. During the discussion, Mr. Pepper informed the Commission that the City Council held their June Regular Session Meeting in-person with an option to join via Zoom. In addition, the City Council will consider amending the city's mask policy to conform with the current CDC guidelines at the June Work Session. Mr. Pepper

will inform the Commission on the Council's decisions regarding masks. The Commission tentatively agreed to meet in-person beginning in July.

ADJOURNMENT: Mr. Eady adjourned the meeting at 8:02 PM.

Submitted by:

Juanita Carson, Secretary

OXFORD TREES, PARKS AND RECREATION BOARD

Minutes – June 15, 2021

MEMBERS: Cheryl Ready, Chair; Theresa Eady, Secretary; Anderson Wright and Mike McQuaide. Michael Rogers, Nakeisha Cummings, and Amos Downs were absent.

STAFF: Beryl Budd, City Arborist; Seth Hawkins, GFC Community Forester; Jody Reid, Utilities Superintendent; Matthew Pepper, City Manager.

GUESTS: Patty Roberts.

OPENING: At 5:01 PM, Ms. Ready called the meeting to order and welcomed the guests.

MEMBERSHIP Ms. Ready announced that the Mayor and City Council appointed Amos Downs to serve as a member of the Board.

MINUTES: Upon motion of Ms. Eady, seconded by Mr. McQuaide, the minutes for the meeting of May 18, 2021 were adopted as amended. The vote was 4-0.

ASBURY STREET PARK: Ms. Ready shared with the Board that there are some dead bushes at Asbury Street Park. Ms. Ready also mentioned that there is a tree stump near the playground area that needs to be removed. Mr. Pepper responded that the city will remove the stump. The Board discussed the status of the grass at the park. The grass has developed several pockets of weeds and looks to be in poor health. The Board noted that the best way to maintain the grass is to treat it with chemically based fertilizers and weed killers. Mr. Budd recommended obtaining a soil sample to help the city determine the PH level. The Board will continue to research practices to improve the health of the grass.

CITY TREE INVENTORY: Ms. Ready shared that she along with Mr. Budd, Mr. Hawkins, and Mr. Pepper had met with Laura Gafnea (Director of Community Relations, Oxford College) and the student interested in completing the internship with the Board. Ms. Ready explained that the internship would most likely run for four (4) weeks in mid-July. Mr. Budd and Mr. Hawkins would train the student on how to complete the update of the city's tree inventory. The project would also include adding newly planted trees to the inventory. In addition, the Board will need to provide a job description to Oxford College detailing the tasks the student will complete. Ms. Ready and Mr. Pepper will write the description. The Board is waiting for additional information from Oxford College regarding the total cost to provide housing and food for the student. The plan would be for the Board to split these costs with Oxford College.

Ms. Ready reported that Mr. Hawkins completed the i-Tree Canopy for the city. It is a web-based software that helps determine the density of the vegetation cover. Mr. Hawkins reported that the city's canopy coverage is about 70%. He will share the report with the individual Board members.

EMORY STREET TREE REPLACEMENT PROJECT: The Board discussed their project to replace the tree canopy on Emory Street/SR 81. During the discussion, the Board reviewed the list of possible planting sites. The Board will develop a plan for contacting the property owners at their August meeting. The Board plans to contact the property owners in August and September.

ARBOR DAY FOUNDATION GROWTH AWARD: Ms. Ready stated that the updated tree canopy will provide the Board with enough points to earn the Growth Award for 2021.

TREE CITY OF THE WORLD: Ms. Ready reported that Mr. Hawkins completed the i-Tree Canopy for the city. It is a web-based software that helps determine the density of the vegetation cover. Mr. Hawkins reported that the city's canopy coverage is about 70%. He will share the report with the individual Board

members. The Board will submit the i-Tree Canopy report with their Tree Cities of the World application in the fall.

OTHER BUSINESS: The Board discussed returning to in-person meetings in July. The Board members present at the meeting indicated that they had no issues with returning to in-person meetings. Mr. Pepper will contact the other Board members to inquire if they have any concerns. If not, the Board will plan on meeting in person for their July meeting.

Ms. Eady expressed a concern that the newly planted dogwood trees at 1008 Emory Street were not receiving enough water. In response, Mr. Reid stated that the city waters the trees twice a week.

Mr. Wright asked if Mr. Budd could visit Mitchell Street Park to assess the dogwoods planted there. Mr. Budd stated that he visited the park last month and the trees were in poor health. Mr. Wright asked if they could be replaced. Mr. Budd will research local nurseries for replacement dogwoods.

ADJOURNMENT: Ms. Ready adjourned the meeting at 5:46 PM.

Submitted by:

Theresa Eady, Secretary

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF OXFORD

Minutes – June 22, 2021

MEMBERS: Mr. Mike Ready, Vice-Chair; Mr. Jonathan Eady, Ms. Laura McCanless, and Mr. Ray Wilson. Mr. Brian Barnard and Ms. Danielle Miller were absent.

STAFF: Matthew Pepper, City Manager and DDA Secretary/Treasurer.

GUESTS: No guests were in attendance.

OPENING: At 7:02 PM, Mr. Ready called the meeting to order.

APPROVAL OF MINUTES: Upon motion of Mr. Eady, seconded by Ms. McCanless, the minutes for the meeting held on May 25, 2021 were approved. The vote was 4 – 0.

THE CITY GREENSPACE: The Authority discussed their plans to carry out the minor capital improvements to the city-owned greenspace. During the discussion, the Authority reviewed the proposed language for the lease agreement between the City and Authority to grant access to the Authority to make improvements to the city-own greenspace. The Authority noted that the purpose of the lease agreement is to give the Authority sufficient site control to complete sole source acquisition and avoid city procurement policies. The Authority recommended the following changes to the lease agreement:

- Paragraph 4 – Remove the language regarding the Authority indemnifying the City.
- Paragraph 6 – Clarify language to state that the purpose of the lease is to complete improvements as previously discussed with the City.
- Add Termination Clause – Include a termination clause with 30 days' notice.
- Identify Contract Duration – the Authority recommended a five-year contract.
- Exhibit A-1 – Include all city-owned property that comprise the greenspace except the existing house (107 W. Clark Street).

In addition, the Authority discussed the draft site plan for the proposed improvements to the city-owned greenspace. During the discussion, Mr. Ready shared that the farmers' market vendors expressed concerns about the proposed fence obscuring a customer's view of their products. In response, the DDA discussed some options to address that concern including lowering the fence height from 4' to 3' and removing approximately 40' of fencing along the southeast corner of the property.

The Authority also discussed moving the northwestern boundary fencing to parallel the opposite section nearest to Emory Street. The Authority also discussed seating and signage options. Mr. Wilson reported that he contacted several landscaping companies and received one proposal. They will continue this discussion at their next meeting.

Before their next meeting, the Authority members will complete the following assignments:

- Mr. Wilson will contact fencing contractors to request pricing for the different fencing styles and heights discussed. The Authority members will share any of their contacts with Mr. Wilson.

- Mr. Barnard will revise the proposed site plan to reflect the location change of the northwestern boundary fencing.
- Mr. Barnard will provide the pricing for the proposed signage options.
- The Authority members will review the different seating options locations.

107 W. Clark Street (Yarbrough House): Ms. McCanless shared with the Authority that the Mayor and Council discussed in recent meetings asking the DDA to study potential uses for the Yarbrough House (107 W. Clark Street). The Authority reviewed their previous recommendation (presented in September 2020) to the Mayor and City Council which stated that further financial investment in the existing house is imprudent absent a fully developed plan for its use.

OTHER BUSINESS: Mr. Ready shared that the Authority plans to return to in-person meetings in July.

ADJOURNMENT: Mr. Ready adjourned the meeting at 7:56 PM.

Submitted by:

Matthew Pepper, Secretary/Treasurer



Memo

To: Mayor and City Council
From: Dawn Stubbs, Utility Billing and Court Clerk
Date: Wednesday, July 28, 2021
Re: Mr. Eddie Baker's Request to Move Burials

Mr. Eddie Baker has a 15 grave family plot, which is contained within a brick coping, in the old part of the cemetery. In 2012, Mr. Len Strozier performed ground penetrating radar at the cemetery and found two unmarked burials in Mr. Baker's family lot. In 2013, the city deeded Mr. Baker two more lots in Section S to replace the two unknown burials. Mr. Baker does not know who is buried in the two unknown burials.

Last week, Mr. Baker inquired about moving them to his two lots in Section S. After listening to his request, we contacted David Strickland to confirm that moving them requires a court order. Mr. Strickland recommended that we discuss it with the Newton County Coroner, Mr. Tommy Davis.

This week, Mr. Davis visited the cemetery. He recommends that the city offer to give Mr. Baker the five (5) lots above his family plot. In exchange, Mr. Baker would return the two lots in Section S to the city. This ensures that the two unknown burials can stay where they are located, and Mr. Baker will have five (5) additional lots for his family.

Mr. Davis also recommends that the city place two markers with "Unknown" on the two lots.

ENCLOSURES:

Page 1: Mr. Baker's Original Warranty Deed (1977)
Page 2: Photograph of the Two Unknown Burials
Page 3: Map of Mr. Baker's Plots
Page 4: Map of Mr. Baker's Plots (two unmarked graves shown)
Page 5: 2013 Deed for Two Plots in Section S
Page 6: Map of Two Plots in Section S
Page 7: Map of Mr. Baker's plots in Section S
Page 8: Mr. Strickland's Court Order Confirmation

State of Georgia, Newton County

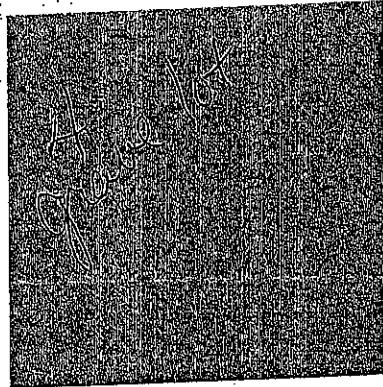
THIS INDENTURE, Made this 24th. day of June in the year of our Lord One Thousand Nine Hundred and Seventy-seven between Town of Oxford

of the County of Newton and State of Georgia of the first part, and Mabel Graham & Eddie Baker of the County of Newton and State of Georgia of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of \$25.00 Dollars, in hand paid at and before the sealing

and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part their heirs and assigns, all the following described property, to wit:

Oxford, Georgia Cemetery Lot. Lot being 10 feet by 20 feet; Bounded on the North by Wilbur Shields Lot; On the South by Town of Oxford; On the East by Asbury Street and; On the West by Baker and Graham Lots.



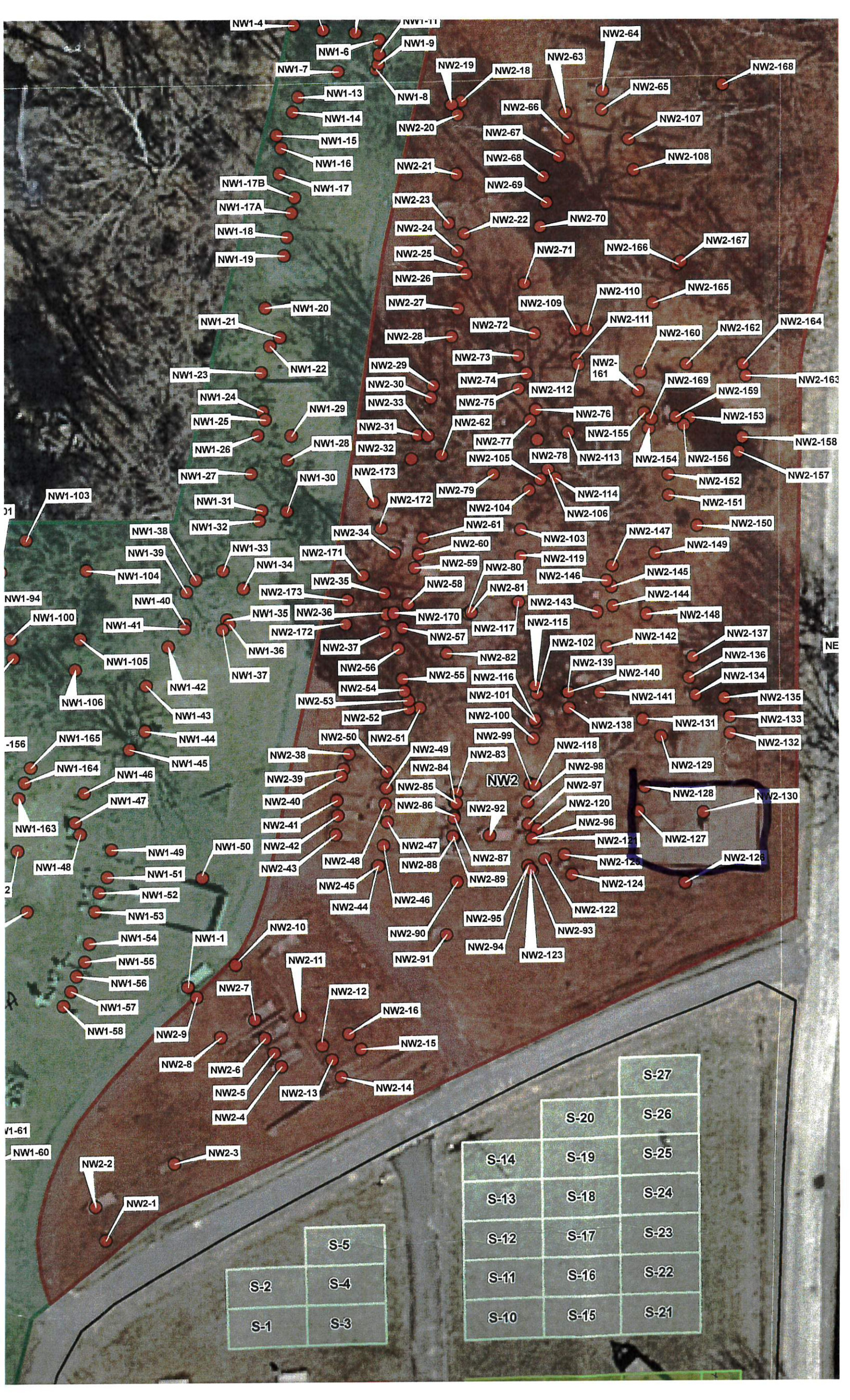
TO HAVE AND TO HOLD, The said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Mabel Graham & Eddie Baker their heirs and assigns forever in Fee Simple.

And the said party of the first part, for its heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said party of the second part their heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF the said party of the first part has hereunto set its hand and affixed its seal the day and year first above written. Signed, sealed and delivered in presence of: Town of Oxford, Cemetery Committee

Handwritten signatures: Mrs. Mabel Dial, Mrs. Violet L. Bankston, Garland Williams, Chairman (Seal)





	S-5	
S-2	S-4	
S-1	S-3	

		S-27
	S-20	S-26
S-14	S-19	S-25
S-13	S-18	S-24
S-12	S-17	S-23
S-11	S-16	S-22
S-10	S-15	S-21

1961

NEW BURIAL

MCLURKIN SAMUEL 1920-2000

USHER KATIEP 1923-2005

SHAW MARIEE 1903-1982

SHAW HOMER 1893-1953

CODY TWEELYA 1882-1970

CODY ERASTUS 1955

ANSON TORIA

ORE WEE 1959

WRIGHT JOHN 1835-1994

KELLEY PAULINE 1910-1972

KELLEY 1908-1977

DOSBY DORISK 1935-1997

TERRELL BOBYSR 1928-1996

TERRELL CROTHYL 929-1992

WRIGHT JANIEB 304-1991

WRIGHT ALTER 37-1976

JODY JHNW 5-1979

JDY TIEA 2012

HAMMONDS JANNIEB 1910-2001

HAMMONDS MARVIN 1909-1964

DIXON GRACEH 1928-1952

HAMMONDS JOHNJR 1950-2007

UNKNOWN

SMITH ELIZABETH 1925-1995

SHIELDS JACK 1918-1963

UNKNOWN

WRIGHT MARYE 1860-1962

UNKNOWN

BELCHER JAMES 1918-1985

GAITHER HERBERT 1918-

GAITHER HENRY 1960

GAITHER ANGELENE 1898-1968

DOBBS HORACE 1865-1970

DOBBS LOVINA 1885-1961

DOBBS HORACEJR 1892-1941

1914-1985

PRINTUP EVELYNW 1910-1995

SMITH PAULINE 1919-2001

HAYES DOLPHUSR 1895-1979

HAYES DA 1893-1981

HAYES JAMESR 1911-2002

HAYES NANCY 1920-1980

HAYES CHARLES 1945-1998

HAYES JAMES 1935-2003

UNKNOWN

MITCHELL SARAH 1838-1947

MITCHELL FRANK 1952

MITCHELL MAGGIE 1907-1972

MITCHELL MABELLS 1887-1964

MITCHELL HENRY 1886-1958

MITCHELL ROBERT 1910-1938

WISE SARAH 1912-2003

WISE HENRYA 1948-2006

GAITHER CLIFFORD 1974

GAITHER LUCY 1979

SHIELDS ANNIE 1915-1986

SHIELDS HUBERT 1914-1978

GAITHER CLIFFORDJR 1911-1983

DAVIS VEOUN 1875-1978

DOBBS VICTORIA 1912-1978

COOK CORAM 1934-1973

COOK BENM

COOK BENNIE 1932-1994

KELLEY PAULINE 1910-1972

KELLEY 1908-1977

DOSBY DORISK 1935-1997

JACKSON KAMIERA 1872-1977

UNKNOWN

COOK MARYL 1928-1972

COOK MAGGIEM 1933-1979

COOK ISACJR 1901-1964

COOK SAVANNHC 1905-2000

COOK SAVANNAH 1902-2001

PERRY ROBERT 1922-2009

PERRY FANNIE 1895-1987

COOK ISACJR 1901-1964

COOK SAVANNHC 1905-2000

COOK SAVANNAH 1902-2001

GARDNER LULAM 1921-1997

GARDNER WILLIAM 1973

LESLIE WALTER 1900-1963

LESLIE CHRISTINEB 1910-1999

GRAHAM MABELB 1920-2010

GRAHAM LEWIS 1916-1973

GRAHAM LOUIS 1916-1973

UNKNOWN

UNKNOWN

UNKNOWN

UNKNOWN

TERRELL BOBYSR 1928-1996

TERRELL CROTHYL 929-1992

WRIGHT JANIEB 304-1991

WRIGHT ALTER 37-1976

JODY JHNW 5-1979

JDY TIEA 2012

BALDWIN HENRY 1905-1980

PRINTUP ROGERJR 1953-1993

JONES JAMESA 1934-2004

GAITHER IDELLA 1910-1985

PERRY GARDNER 1912-2000

PERRY MINNIEP 1914-2004

MATHEWS GREGORY 1955-2008

LANGFORD REBECCA 1906-2004

TURNER GRACE 1934-2006

BAKER LARRYD 1950-1953

BAKER JONATHAN 1988-1988

BAKER DELJAL 1969-1997

SHIELDS LARRYJ 1975-1989

COPY

CITY OF OXFORD

OFFICE OF THE MAYOR

INCORPORATED DECEMBER 23, 1839

OXFORD, GEORGIA 30054

STATE OF GEORGIA
COUNTY OF NEWTON

THIS INDENTURE, made this 12 day of August, 2013 between the **CITY OF OXFORD**, as party of the first part, and **EDDIE L. BAKER** residing at 110 Upper River Road, Covington, Georgia, 30016 and of the second part:

WITNESSETH: That party of the first part, for and in consideration of the sum of **(\$1.00) One Dollar and other valuable consideration**, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this presents does grant, bargain, sell and convey unto the party of the second part, and the heirs of the said party of the second part, the right to interment in the burial space known as Western Section/ Lot(s) S19-A and S19-B, being Two (2) unoccupied adult interment spaces, and measuring 10' x 10' in The Oxford Historical Cemetery in the County of Newton, State of Georgia, the same being designated and shown on the plans and plats thereof on file in the office of said City, for the sole purpose of burial or interment of human remains; provided that no monument or other memorial, tree, plant, object or embellishment of any kind shall be placed upon, altered or removed from said parcel of land by party of the second part without written consent of party of the first part.

TO HAVE AND TO HOLD the same Forever; subject, however, to the provision that the same shall be held, used and occupied in accordance with the rules and regulations of party of the first part now in effect or that may be hereafter adopted by the party of the first part for the control, regulation and operation of said cemetery, a copy of which rules are now and shall remain on file in the office of the party of the first part by reference are incorporated herein and made a part hereof; subject further, to the provision that no transfer of any portion or division of the space hereinabove described shall be valid except in accordance with said rules and regulations and only after notice to party of the first part and entry upon its records; and subject to the agreement of the parties hereto that after foresaid Lot is allocated to a Perpetual Care Fund as heretofore agreed upon, held in trust and providing for Care and Maintenance of **The Oxford Historical Cemetery** out of the income thereof, the obligations of care and maintenance of the party of the first part as to the aforesaid lot shall be limited to supervising the application of said income to the aforesaid purpose.

IN WITNESS WHEREOF, the **CITY OF OXFORD** has caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

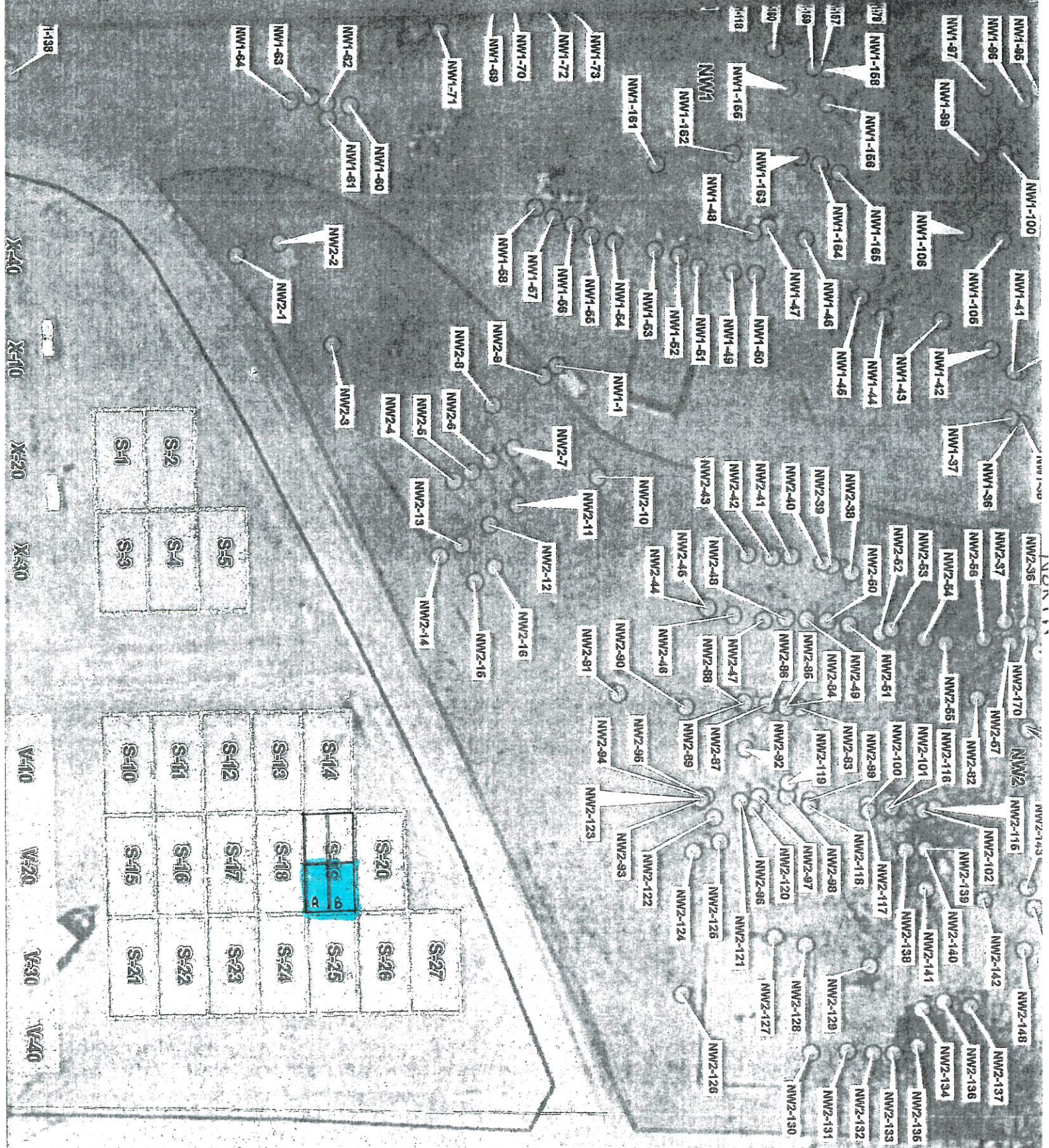


CITY OF OXFORD

By: *[Signature]*
Jerry Roseberry, Mayor

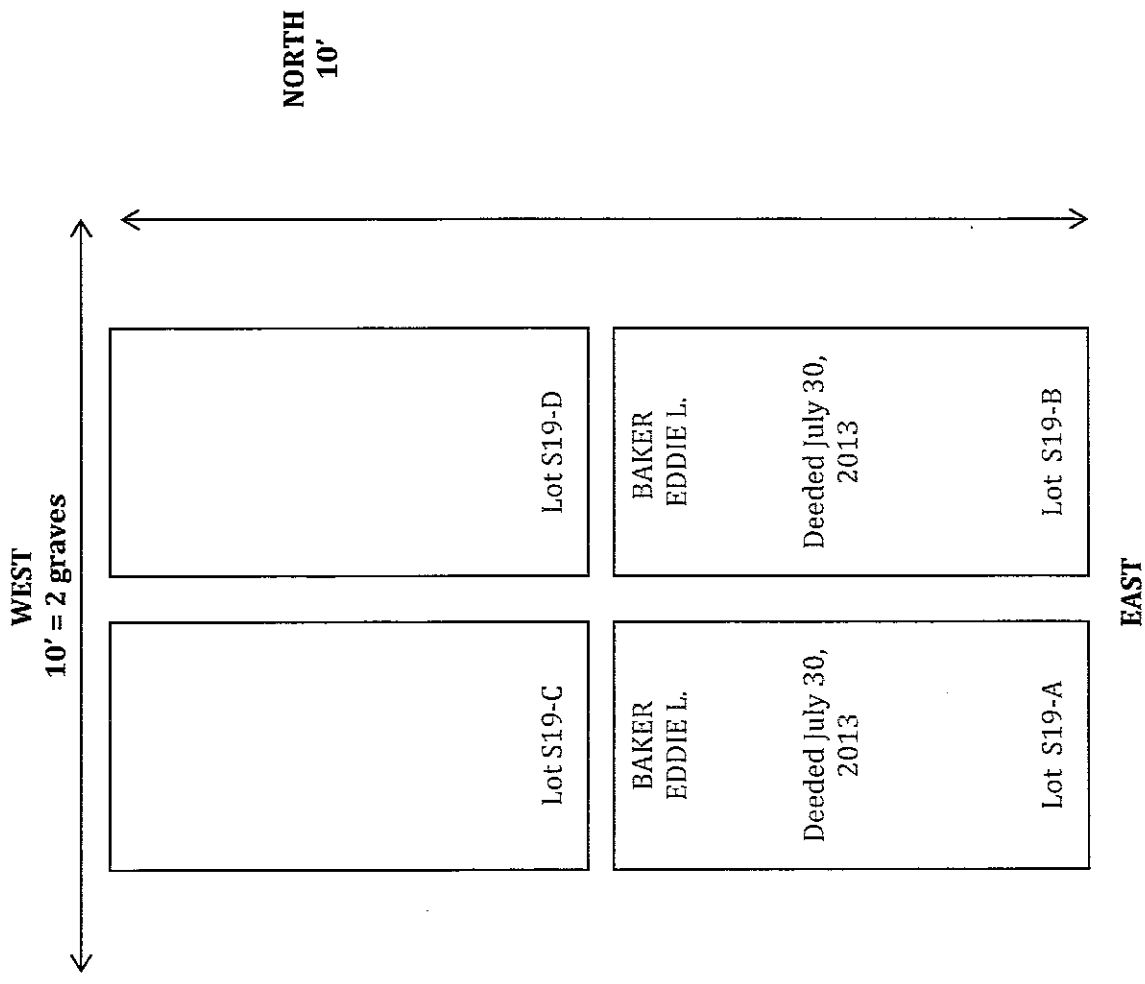
By: *[Signature]*
Lauran S. Willis, City Clerk

COPY



Asbury

COPY



OXFORD HISTORICAL CEMETERY
Lot # S19-A and S19-B Section: Western
Name - Baker, Eddie L.

Dawn Stubbs

From: C. David Strickland <david.strickland@strickland-law.com>
Sent: Wednesday, July 21, 2021 2:03 PM
To: Dawn Stubbs
Cc: David Strickland
Subject: RE: Cemetery question

Hey Dawn – yes, you are correct. I know of no way to exhume, relocate, rebury, etc. without court order. Maybe suggest they coordinate with the coroner? I suspect Tommy Davis would be their best resource...

Thanks,



C. David Strickland, PC

(770) 786-5460
david.strickland@strickland-law.com

From: Dawn Stubbs <dstubbs@oxfordgeorgia.org>
Sent: Wednesday, July 21, 2021 10:03 AM
To: C. David Strickland <david.strickland@strickland-law.com>
Subject: Cemetery question

Good morning,

If someone is wanting to move two unmarked/unknown burials to another grave site, still in the Oxford Cemetery, can they do it? Ms. Marcia said they may need a court order to exhume the bodies.

Thank you!!!!

Dawn L Stubbs

City of Oxford
Utility Billing/Court Clerk

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 _____, 2021, 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 City of Oxford (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 Pineview Solar LLC (the “**Company**”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox 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 other Project One Participants (each such participating Project One Participant referred to herein as a “**PPOP**” and each such PPOP other than the Solar Participant an “**Other PPOP**”) 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 has entered into power purchase contracts with the other PPOPs that are substantially similar to this Contract (each such power purchase contract an “**Other PPC**”); provided that each Other PPC reflects the applicable PPOP’s Maximum MW Subscription (as defined below);

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.

(a) Maximum MW Subscription: The Solar Participant's "**Maximum MW Subscription**" is _____ MWac.

(b) Entitlement Share. The Solar Participant's "**Entitlement Share**" shall be that percentage of the Facility's output to which the Solar Participant is entitled. The Solar Participant's Entitlement Share shall be calculated as follows:

(i) Step One: The amount of the Solar Participant's Maximum MW Subscription shall be multiplied by a fraction, the numerator of which is the number of MWAC actually comprising the Facility and the denominator of which is the sum of the amount of the Solar Participant's Maximum MW Subscription and the amount of the maximum MW subscriptions of the Other PPOPs.

(ii) Step Two: The solution to Step One, above, shall be divided by the number of MWAC actually comprising the Facility (with the solution to this Step Two being the percentage of the Facility's output constituting the Solar Participant's Entitlement Share).

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 commencement of the delivery of Test Energy pursuant to the SPPA (such anticipated date of delivery referred to as the "**Start Date**"). The initial billing statement shall set forth the Solar Participant's allocable share 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 Start 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 Start Date the Authority shall recalculate the Solar Participant's Maximum Monthly Amount for the next 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 Start 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 allocable share 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 allocable share 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.

Term. The term of this Contract shall commence on the date that is ninety (90) days prior to the Start Date and shall continue through and include the end of the twentieth (20th) Contract Year (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 (i) has the requisite power and authority to enter into this Contract and (ii) 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.

7.1 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 7.3, below) (the "**Interest Cure Payments**"), and (iii) with reference to Section 7.8(a), below, full restoration of the Escrow Amount, unless and until the Authority exercises its rights pursuant to Section 7.8(c), below (at which point the Default may no longer be cured).

7.2 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 7.3, 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 7.3, 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.

7.3 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 7.3. 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 Application of Available Remedies.

(a) In the event of a Default by the Solar Participant pursuant to Section 7.1 hereof, the Authority shall:

(i) 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;

(ii) 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

(iii) 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 7.8(a)(i) and/or this Section 7.8(a)(iii), fully or partially restore the defaulting Solar Participant's Escrow Amount.

(b) The excess, if any, of the proceeds of the Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) over 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 7.3, above) shall be for the benefit of the non-defaulting Other PPOPs.

(c) Notwithstanding any Default Sale, the 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 the 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.

7.9 Obligations with Respect to Defaults of Other PPOPs.

(a) If an Other PPOP (a "**Defaulting PPOP**") defaults on its payment obligations (the amount of such default the "**Default Amount**") pursuant to its Other PPC, then the Authority shall pursue its remedies against such Defaulting PPOP as set forth in Section 7.8(a) of the Defaulting PPOP's Other PPC (which remedies are identical to the provisions set forth in Section 7.8(a) of this Agreement). All of the proceeds generated from the application of such remedies (net of the Authority's expenses incurred in pursuing such remedies) shall be applied to reduce the Default Amount.

(b) The amount of any remaining Default Amount (calculated without including any interest accrued pursuant to Section 7.3 of the Defaulting PPOP's Other PPC) after application of the remedies described in Section 7.9(a), above, is referred to as a "**Special Cost Increase.**" Special Cost Increases shall be allocated among the non-defaulting PPOPs (including the Solar Participant) *pro rata* based on their Entitlement Shares. The Solar Participant (along with each other non-defaulting Other PPOP) shall be obligated to satisfy its allocable share of the Special Cost Increase; provided that the 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.

(c) If a Defaulting PPOP cures a default pursuant to Section 7.1 of its Other PPC subsequent to the Solar Participant's (and non-defaulting Other PPOP's) payment of a corresponding Special Cost Increase, then the Authority shall distribute the applicable Primary Cure Payments (as determined pursuant to the Defaulting PPOP's Other PPC) ratably to the non-defaulting PPOPs (including the Solar Participant) who satisfied their ratable share of the 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. Interest Cure Payments attributable to MEAG Costs shall be distributed to the non-defaulting PPOPs ratably based on their Entitlement Shares.

8.

The Solar Participant shall use commercially reasonable efforts to promptly notify the Authority in writing upon the Solar Participant's receipt of a request for a copy of the SPPA pursuant to the Georgia Open Records Act (O.C.G.A. § 50-14-1, *et seq.*). Such notification shall be provided prior to the Solar Participant's release of the SPPA.

9.

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: James E. Fuller
Title: President and CEO

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

[Solar Participant Signature is on the next page]

CITY OF OXFORD

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT B

FORM OF AUTHORIZING RESOLUTION OF SOLAR PARTICIPANT

RESOLUTION OF THE [GOVERNING BODY] OF THE [SOLAR PARTICIPANT] APPROVING AND AUTHORIZING THE EXECUTION OF A POWER PURCHASE CONTRACT BETWEEN THE SOLAR PARTICIPANT AND THE MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA, THE PLEDGE OF THE FULL FAITH AND CREDIT OF THE SOLAR PARTICIPANT TO SECURE ITS PAYMENT OBLIGATIONS THEREUNDER, AND FOR SUCH OTHER PURPOSES.

WHEREAS, pursuant to the Municipal Electric Authority Act (the “**Act**”), the [Solar Participant] (the “**Solar Participant**”) has previously entered into one or more Power Sales Contracts (each, as amended, a “**Power Sales Contract**”) with the Municipal Electric Authority of Georgia (the “**Authority**”) for provision of the Solar Participant’s bulk electric power supply needs by the Authority from defined projection projects and sources; and

WHEREAS, under one such Power Sales Contract, the Project One Power Sales Contract (the “**Project One Power Sales Contract**”), the Authority further agreed to provide or cause to be provided additional power needs of the Solar Participant in excess of its entitlement to power supplied under the Project One Power Sales Contract (“**Supplemental Power**”); and

WHEREAS, the Project One Power Sales Contract provides that the Solar Participant may elect to procure an alternate source of Supplemental Power other than that provided by the Authority from the output of an Authority project; and

WHEREAS, the Authority adopted a Supplemental Power Policy (the “**Supplemental Power Policy**”) under which the Solar Participant and the Authority may make elections regarding provision and procurement of Supplemental Power; and

WHEREAS, the Solar Participant has determined that, in order to meet the growing and diverse energy needs of its customers, it has need for an additional type of economical, reliable source of electric power and energy beyond that provided from the sources available resources of the Authority under the Project One Power Sales Contract and other contracts between the City and the Authority; and

WHEREAS, the Authority has informed the Solar Participant that the Authority has an opportunity to procure a substantial amount of Supplemental Power for a multi-year term through a Power Purchase Agreement with Pineview Solar LLC (the “**Company**”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the “**Facility**”) to be constructed, owned, operated, and maintained by the Company (such agreement, the “**Supplemental Power Purchase Agreement**” or “**SPPA**”); and

WHEREAS, in accordance with the Supplemental Power Policy, the Solar Participant has requested that the Authority purchase from the Company power, output and services of the Facility to cause to be provided to the City its Supplemental Power; and

WHEREAS, the Authority has agreed to cause to be provided the Solar Participant's Supplemental Power from the power, output and services of the Facility pursuant to the terms of a Power Purchase Contract (the "PPC") in substantially the form attached as Exhibit A hereto; and

WHEREAS, the Solar Participant finds, and the Solar Participant and the Authority agree that the PPC is supplemental to, and is authorized by, the Project One Power Sales Contract and that the Products (as defined in the SPPA) constitute Supplemental Power as defined in the Supplemental Power Policy; and

WHEREAS, the Solar Participant determines that the Solar Participant's payment obligations for Supplemental Power under the PPC authorized thereby 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 thereunder; and

WHEREAS, the [Governing Body] desires to approve the PPC; to authorize the execution and delivery of the PPC and other such documents, certificates, and opinions described therein; and authorize such further actions as necessary for the Solar Participant to procure Supplemental Power as provided thereby.

NOW, THEREFORE, BE IT RESOLVED by the [Governing Body] of the Solar Participant as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated in the body of this Resolution.
2. Findings and Determinations. All findings and determinations contained in the PPC, including the recitals thereto, are hereby incorporated herein by reference, and are hereby adopted as findings and determinations of the [Governing Body] of the Solar Participant.
3. Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the PPC.
4. Supplemental Power Purchase Agreement. The [Governing Body] of the Solar Participant acknowledges receipt of the form of the SPPA to be executed by the Authority and Company.
5. Authorization to Execute PPC. The [Governing Body] of the Solar Participant hereby authorizes the Solar Participant to enter, as a Solar Participant (defined therein) into the PPC in substantially the form attached as Exhibit A hereto, and to perform the same, and the [Title of Officer] of the Solar Participant is hereby authorized on behalf of the Solar Participant to execute and deliver the PPC. The [Title of Officer], with the advice of Counsel to the Solar Participant, is authorized to agree to such changes to the PPC as may be necessary prior to execution thereof, and the execution and delivery of the PPC shall be conclusive evidence of such approval. The [Title of Officer] of the Solar Participant is authorized to attest the execution by the [Title of Officer] of the PPC and to affix the seal of the Solar Participant to such documents.
6. Further Authority. The [Governing Body] hereby authorizes, empowers and directs the [] and any necessary representatives of the Solar Participant to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions and intent of this Resolution and the PPC.

7. Authorized Representative. The [Title of Officer] and [Title of Officer] of the Solar Participant are each hereby each designated as Authorized Representatives of the Solar Participant, and may execute notices, certificates, requests, estimates and other documents contemplated by the PPC, subject to the limitations contained herein.

8. Repeal of Conflicting Resolutions. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

9. Effective Date. This Resolution (including the recitals first above written, which are hereby incorporated into this Resolution) shall take effect immediately upon its adoption; a copy of this Resolution may be filed in such offices as the undersigned or such development authority may elect to file this Resolution. All resolutions, or parts of resolutions, in conflict herewith are repealed.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

DULY ADOPTED at a meeting of the [Governing Body] of the Solar Participant, held
this _____ day of _____ 2021.

Solar Participant

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

[SEAL]

EXHIBIT A
FORM OF PPC
[FORM ATTACHED]

CERTIFICATE OF CLERK

The undersigned, being the duly appointed, qualified, and acting Clerk of the [Governing Body] of the Solar Participant, **DOES HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on _____, 2021, by the [Governing Body] of the Solar Participant in a meeting duly called and assembled, after due and reasonable public notice was given in accordance with the procedures of the Solar Participant and with the applicable provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of public record in the minute books of the [Governing Body] of the Solar Participant, which are in my custody and control.

I do hereby further certify that all members of the [Governing Body] were present at said meeting except the following members who were absent:

and that the resolution was duly adopted by the following vote:

The following voted "Aye": _____
_____;

The following voted "Nay": _____
_____;

The following Did Not Vote: _____
_____.

WITNESS my hand and the official seal of the [Solar Participant], this ____ day of _____, 2021.

Clerk

[SEAL]

EXHIBIT C

FORM OF OPINION OF COUNSEL TO SOLAR PARTICIPANT

[TO BE REPRINTED ON LETTERHEAD OF SOLAR PARTICIPANT’S COUNSEL]

_____, 2021

Municipal Electric Authority of Georgia
Atlanta, Georgia

[Solar Participant]
[Address], Georgia

Seyfarth Shaw LLP
Atlanta, Georgia

RE: Power Purchase Contract between the Municipal Electric
Authority of Georgia and [Solar Participant]

Ladies and Gentlemen:

[I/We] have acted as Counsel to [Solar Participant] (the “**Solar Participant**”) preliminary to and in connection with the authorization and execution of the above-captioned Power Purchase Contract, dated as of _____, 2021 (the “**PPC**”), between the Municipal Electric Authority of Georgia (the “**Authority**”) and the Solar Participant. In so acting, we have examined such documents and matters of law as we have considered desirable to render the opinions hereinafter expressed, including but not limited to the following:

- (a) The Constitution of the State of Georgia of 1983, particularly Article IX, Section III, Paragraph I(a) thereof and various acts of the General Assembly of Georgia relating to the Solar Participant;
- (b) The PPC;
- (c) The Project One Power Sales Contract;
- (d) The validation certificate provided pursuant to the order issued by the Superior Court of Fulton County in *State of Georgia v. Municipal Elec. Auth. of Georgia et al.* Civil Action File No. 2018CV37032 (Fulton Co. Sup. Ct. July 17, 2018);
- (e) Minutes of the meeting of the [Governing Body] of the Solar Participant held on _____, 2021, authorizing at such meeting the execution of the PPC by the Solar Participant; and

(f) Such other documentation and matters of law as [I/we] have deemed necessary.

Whenever [I/we] have stated that [I/we] have assumed any matter, it is intended to indicate that we have assumed such matter without making any factual, legal or other inquiry or investigation, and without expressing any opinion or conclusion of any kind, concerning such matter. [I/we] assume no issue of unconstitutionality or invalidity of a relevant law unless a reported case has so held.

Reference is made to the opinion dated the date hereof of Seyfarth Shaw LLP, Atlanta, Georgia, as counsel to the Authority, upon which [I/we] have relied, with your permission, with respect to all matters related to the validity and enforceability of the Supplemental Power Purchase Agreement (the “**SPPA**”) between the Authority and Pineview Solar LLC and the security pledged thereunder. [I/we] have reviewed sufficient information to assume that the Project One Power Sales Contract between the Solar Participant and the Authority has been judicially confirmed and validated by order of the Superior Court of Fulton County, Georgia. [I/we] have further assumed, in reliance upon the opinion of Seyfarth Shaw LLP, that the Authority has all requisite power and authority to enter into and perform its obligations under the SPPA, and that the SPPA is a valid and binding agreement, enforceable against the Authority in accordance with its terms.

Based upon the foregoing, it is [my/our] opinion that:

1. The PPC has been duly and validly authorized, executed and delivered by the Solar Participant and the provisions thereof which obligate the Solar Participant are legal, valid and binding obligations of the Solar Participant enforceable in accordance with the terms thereof. Under the terms of the PPC, the Solar Participant is obligated to levy a tax, at a rate sufficient, as described in the PPC, on all property in the Solar Participant’s jurisdiction subject to such tax, to the extent necessary to generate sufficient revenue to pay its obligations under the PPC.

2. To the best of [my/our] knowledge and belief after reasonable inquiry, the PPC and the performance of the Solar Participant’s obligations thereunder will not conflict with or be in violation of any applicable federal, state, or local law or ordinance or, to the best of [my/our] knowledge and belief, be in violation of, or constitute a default under, any agreement or instrument to which the Solar Participant is party or by which the Solar Participant is bound.

3. Each [officer/official] of the Solar Participant who executed the PPC was on the date of the execution thereof, and is on the date hereof, the duly, elected or appointed qualified incumbent of his or her office.

4. The notices given prior to each meeting of the Solar Participant at which any action was taken relating to the PPC and the security therefor comply with the applicable notice requirements of Georgia law, and said meetings were conducted in accordance with all other applicable requirements of Georgia law.

5. There is no action, suit, proceeding, inquiry or investigation, at law or equity, by or before any court or public board or body pending or, to the best of [my/our] knowledge and belief, after making due inquiry with respect thereto, threatened against or affecting the Solar Participant,

nor to [my/our] knowledge is there any basis therefore, which in any way questions the creation or existence of the Solar Participant or the powers of the Solar Participant, or which might result in a material adverse change in the condition (financial or otherwise), business or affairs of the Solar Participant or wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of the PPC or any other agreement or instrument to which the Solar Participant is a party and which is used or contemplated for use in connection with the consummation of the transactions contemplated by the PPC or which in any way would adversely affect the levy or collection of taxes by the Solar Participant to fulfill its obligations pursuant to the PPC.

6. All consents, approvals or authorizations, if any, of any governmental authority or agency or other person required on the part of the Solar Participant in connection with the approval of the PPC, the execution and delivery of the same and the consummation of the transactions contemplated thereby have been obtained, and the Solar Participant has complied with any applicable provisions of law requiring any designation, declaration, filing, registration and/or qualification of the Solar Participant with any governmental authority or agency or other person in connection with such execution, delivery and consummation.

The foregoing opinions are qualified to the extent that the enforceability of the PPC might be limited by (i) bankruptcy, fraudulent transfer, moratorium, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights, (ii) limitations imposed by general principles of equity upon specific enforcement, injunctive relief or other equitable remedies, (iii) the exercise of judicial discretion in appropriate cases and (iv) to the following qualifications:

(a) [I/We] express no opinion as to the validity or enforceability of any of the following provisions that may be contained therein: (i) any provisions which purport to waive any defense, counterclaim, set off or deduction arising from any violation of applicable federal or state securities or usury laws, any fraud on the part of any other party, any failure to give notice of a disposition of collateral to the extent required under applicable law, any disposition of collateral other than in a commercially reasonable manner, or the effect of any applicable statute of limitation, (ii) any choice of law provisions therein, (iii) any provisions which purport to waive the right to trial by jury or purport to consent to or waive any objection to the jurisdiction or venue of any particular court, and (iv) any provisions which provide for payment of interest on unpaid interest or which, due to prepayment, acceleration, or otherwise, would cause the rate of interest to exceed five percent (5.0%) per month. [I/We] also note that any provisions requiring any party to pay the attorneys' fees of any other party may be subject to compliance with applicable legal requirements and limitations and that the provisions thereof may be subject to the effect of the provisions of law regarding mutual departures from strict contractual terms. Nothing in this paragraph (a) is intended to limit any of the other qualifications or exceptions to [my/our] opinions set forth in this letter.

(b) Enforcement of any warranties and indemnities contained therein may be limited by applicable federal or state securities laws as violations of public policy and may be limited to the extent such indemnities would require any party to indemnify another party for costs, losses, liabilities, claims, damages or expenses incurred by or asserted

against such party as a result of action or inaction of such party constituting negligence. In addition, it is possible that a court would not enforce any warranties or indemnities with respect to environmental matters contained therein.

(c) With respect to the enforceability thereof, [I/we] have assumed that, to the extent that applicable law would require the rights and remedies set forth therein to be exercised in good faith or in a reasonable or commercially reasonable manner as a condition to the enforceability thereof, the persons having remedial rights thereunder will observe and satisfy such legal requirements.

The undersigned's engagement as Counsel to the Solar Participant imposed no duty upon the undersigned to undertake any due diligence investigation as to either: (i) the adequacy of the security for the PPC, (ii) the business or financial condition of the Solar Participant, or (iii) the veracity of any representations or certification made by the [Solar Participant] on which [I/we] have relied. No opinion is expressed as to the federal or state tax-exempt status of the obligations or the interest thereon, or the applicability of the federal securities laws or the Blue Sky laws of any state with respect to the PPC.

The opinions set forth herein are limited to the laws of the State of Georgia and applicable federal laws. The opinions represent [my/our] legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result.

This opinion letter is rendered as of its date, and [I/we] express no opinion as to circumstances or events that may occur subsequent to such date. Further [I/we] undertake no, and hereby disclaim any, obligation to advise you, or any other person permitted to rely hereon, of any change in applicable law or relevant facts or any new development which might affect any matters or opinions set forth herein.

This opinion letter is given solely for the benefit of the addressees and their successors and assigns. This opinion letter is not intended to be employed in any transaction other than the one described above and is being delivered to the addressees with the understanding that it may not be published, quoted, relied on or referred to by, and copies may not be delivered or made available to, in whole in or part, any other person or entity (other than the addressees' counsel or any applicable rating agency) or used for any other purpose with the express prior written consent of this firm in each instance.

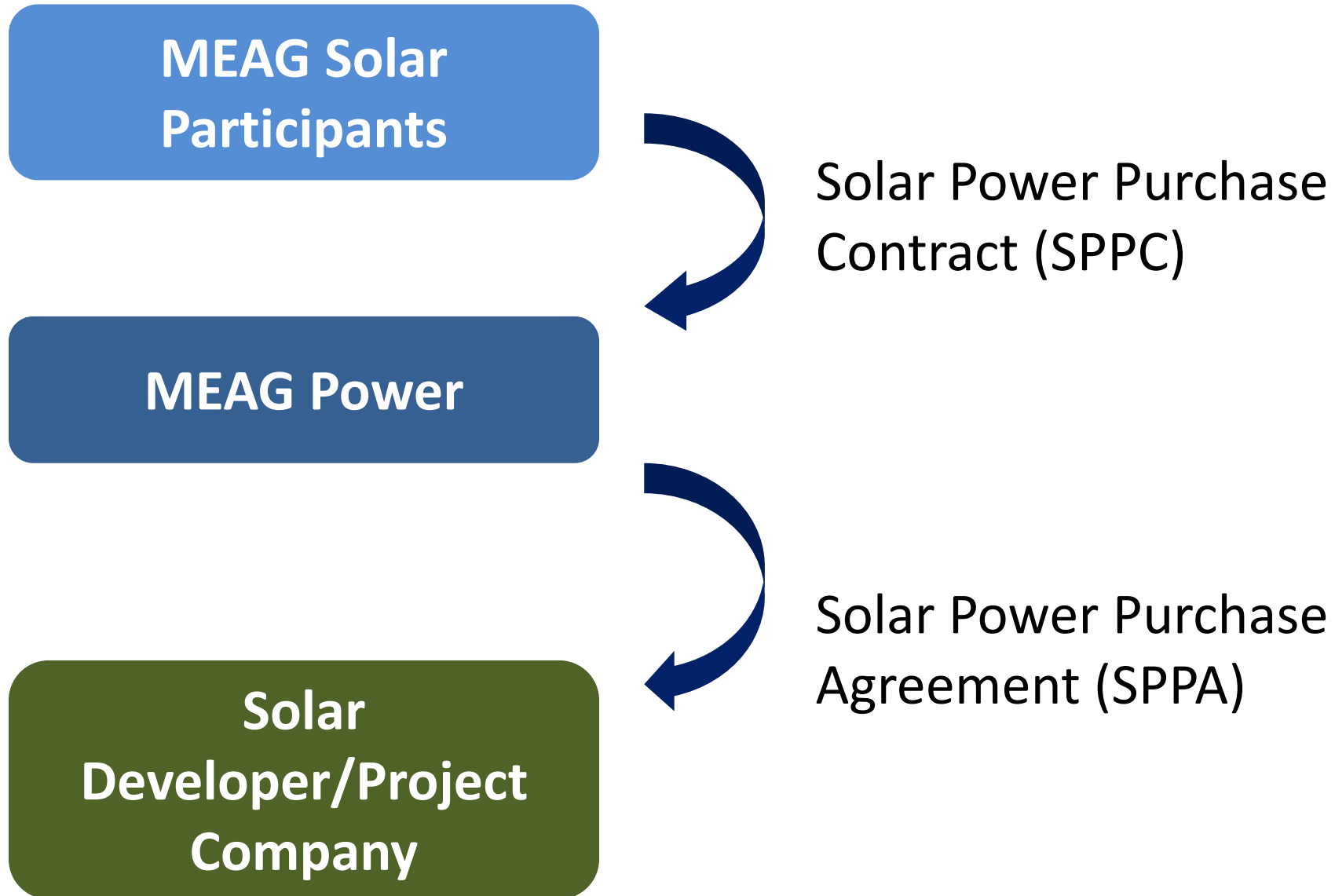
Very truly yours,

MEAG Solar Initiative

June 29, 2021



MEAG Solar Initiative Vision



Solar Initiative Status

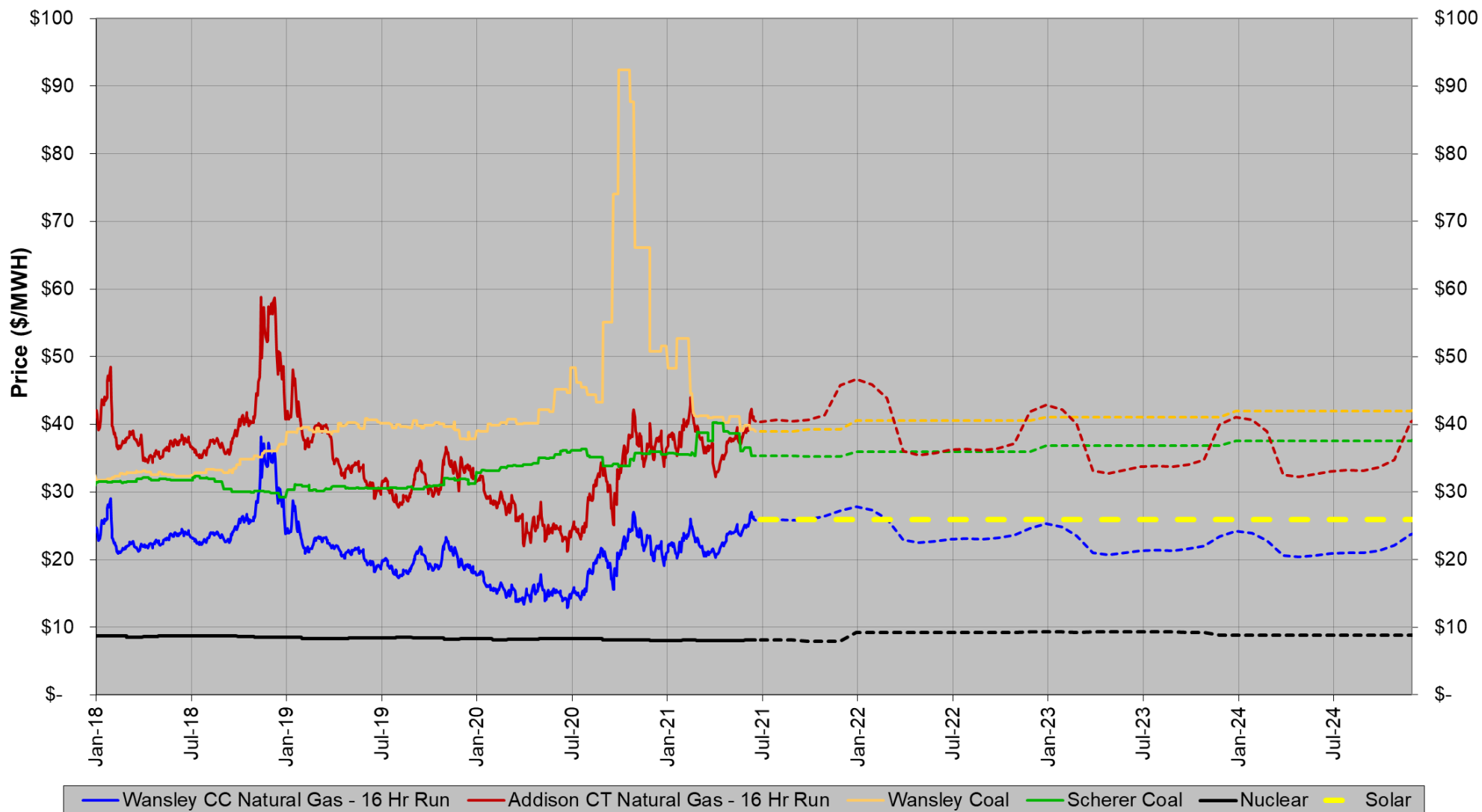


- Solar Power Purchase Agreement (SPPA)
 - SPPA negotiations complete – ready for execution
 - 80 MWs of output
 - 20 year fixed price
- Solar Power Purchase Contract (SPPC)
 - Agreement complete – ready for execution
 - Entitlement shares limited to 80 MW total
 - Allocation formula included in SPPC
- Renewable Energy Customer Agreement (RECA)
 - Agreement complete – ready for execution
 - Execution by Walmart expected by July 2nd

How does Solar Energy Fit in Our Portfolio?



Solar Cost versus MEAG Variable Operating Cost by Resource



Solar Power Purchase Agreement Summary



- Solar Power Purchase Agreement (SPPA) Parties
 - MEAG Power (Buyer)
 - Solar Developer (Seller)
- Terms of the Agreement address
 - Development and construction of the facility
 - Products and pricing
 - Operations and Maintenance of the facility
 - Other contractual provisions such as default and termination
 - Commitments are non-recourse to MEAG Power

Key SPPA Terms



Term of PPA	<ul style="list-style-type: none">• 20 years
Products	<ul style="list-style-type: none">• Net Output, Environmental Attributes, Capacity Rights and Ancillary Services
Contract Quantity (MW_{ac})	<ul style="list-style-type: none">• 80 MW_{ac}
Contract Price	<ul style="list-style-type: none">• \$XX.XX/MWh
Delivery Point	<ul style="list-style-type: none">• Delivered into the ITS
Guaranteed COD	<ul style="list-style-type: none">• Dec. 31, 2023• Delay Damages paid by Seller: \$XX/$MW_{ac}$ per day• Buyer may terminate PPA if delayed 365 days with Termination Payment
Coordination with Transmission Owner	<ul style="list-style-type: none">• Seller pays Interconnection Costs• Buyer pays costs for delivery.

Key SPPA Terms



Production or Availability Guarantee	<ul style="list-style-type: none">• Liquidated Damages paid by Seller if annual production is less than XX% of expected
Seller Credit Support	<ul style="list-style-type: none">• During Construction = \$XM• During Operation = \$XM
Seller Defaults	<ul style="list-style-type: none">• Bankruptcy• Fails to pay LDs or other payment due• If Net Output during two consecutive years is less than XX% of expected production
Default by Participant	<ul style="list-style-type: none">• Failure of Participant to pay is non recourse to MEAG• MEAG to immediately pursue all remedies under a defaulting Participants SPPC

Solar Power Purchase Contract Summary



- Solar Power Purchase Contract (SPPC) Parties
 - MEAG Power
 - Participants
- Terms of the Agreement address
 - Participant entitlement share to the products
 - Formula for calculation of entitlement share
 - Cost and payment obligations
 - Financial assurance provided by Participants that extend to solar developer

Key SPPC Terms



Term	<ul style="list-style-type: none">• 20 Year – Matched to the PPA
Product	<ul style="list-style-type: none">• % Entitlement Share to the PPA Products
Participant Payment Obligation	<ul style="list-style-type: none">• Initial Payment for escrow – estimated as max. monthly amount for following year. Trued up annually.• Month Ahead Billing for budgeted <u>Solar Costs</u> + <u>MEAG Costs</u>• Monthly payments under SPPC with out a 60 day grace period.• Default in making such payment will mandate immediate action to pursue all remedies
Continuing Default	<ul style="list-style-type: none">• MEAG may permanently transfer (sell) the defaulting Participant's entitlement

Key SPPC Terms



<u>Solar Costs</u>	<ul style="list-style-type: none">• Amounts arising under the PPA
<u>MEAG Costs</u>	<ul style="list-style-type: none">• Costs associated with the transmission and delivery of solar energy:<ul style="list-style-type: none">• Scheduling• Energy imbalance, and• Other allocable costs:<ul style="list-style-type: none">• Working Capital• MEAG A&G• MEAG O&M
True-Up of Costs	<ul style="list-style-type: none">• Advance billing true-up to actual costs

Financial assurance	<ul style="list-style-type: none">• General obligation, full faith and credit taxing power pledge
Step Up Provisions	<ul style="list-style-type: none">• In the event a Participant defaults, each non-defaulting Participant is obligated to pay for a prorata share of all sums due from the defaulted Participant (excluding interest), up to 25% of each Participant's % Entitlement Shares. Sums due will be determined after sale of energy into the market.

Entitlement Share Determination

- Formula based on total Maximum MW Subscription requested and 80 MW available output.
- Participant Maximum MW Subscription adjusted based as follows:
 - Participant Max MW x (80 MWs/Total MW Subscription)
- Entitlement share equals:
 - Adjusted MW Subscription/ 80 MWs

Example:

Participant Maximum Subscription Request - 10 MWs

Total Subscription Requests – 92

Adjusted Participant MW subscription – $10 \text{ MWs} \times (80/92) = 8.696 \text{ MWs}$

Entitlement share equals $8.696 \text{ MWs} / 80 \text{ MWs} = 10.87\%$

- Three exhibits are included as part of the SPPC in order to support the approval process.
 - Exhibit A – Form of the solar Power Purchase Agreement
 - Exhibit B – Form of Authorizing Resolution of Solar Participant
 - Exhibit C – Form of Opinion of Counsel to the Solar Participant



Next Steps



- SPPC execution and nomination of desired MW commitment by Solar Participants
- Determination of entitlement shares based on MW nomination and 80 MW facility size
- MEAG Power Board approval of the SPPA following completion of Participant actions.
 - Target is Board approval at the August 2021 meeting

QUESTIONS?

RESOLUTION

A RESOLUTION OF THE NEWTON COUNTY BOARD OF COMMISSIONERS APPROVING A LOCAL OPTION SALES TAX CERTIFICATE OF DISTRIBUTION

WHEREAS, the laws of the State of Georgia provide for a Local Option Sales Tax under that Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, O.C.G.A. § 48-8-80 *et seq.* (the "Act");

WHEREAS, the General Assembly, by O.C.G.A. § 48-8-81, created a Special Tax District coterminous with Newton County (the "District") in which the voters may approve the levy of such Local Option Sales Tax;

WHEREAS, Newton County and the political subdivisions within the District deemed "Qualifying Municipalities" under the Act elected to implement a Local Option Sales Tax as provided, and the voters of the District approved such a tax;

WHEREAS, the Act provides that the governing authorities for the Qualifying Municipalities and the County within the District shall negotiate the distribution of revenues from the Local Option Sales Tax and submit a Certificate of Distribution to the Georgia Commissioner of Revenue according to the guidelines and procedures set forth in O.C.G.A. § 48-8-89;

WHEREAS, the County and Qualifying Municipalities adopted the current Certificate of Distribution on December 20, 2002;

WHEREAS, O.C.G.A. § 48-8-89(d)(1) provides that the Certificate of Distribution shall expire on December 31 of the second year following the year in which the decennial census is conducted;

WHEREAS, the current Certificate of Distribution will expire December 31, 2012;

WHEREAS, in accordance with the procedures specified in O.C.G.A. § 48-8-89(d), the County commenced renegotiation proceedings on May 8, 2012; and

WHEREAS, during the renegotiation process, the County and Qualifying Municipalities agreed to a Certificate of Distribution.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Newton County, Georgia as follows:

1. The Certificate of Distribution contained in Exhibit "A", attached hereto and incorporated herein by reference, is hereby approved.
2. The Chairman of the Board of Commissioners is authorized to execute the Certificate of Distribution on behalf of the Board of Commissioners.

3. All resolutions, or parts of resolutions, in conflict herewith are repealed.

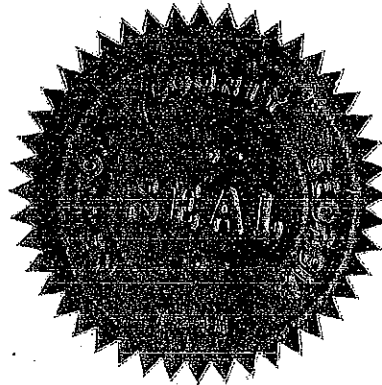
This the 5th day of June, 2012.

NEWTON COUNTY, GEORGIA

By: *Kathryn G. Morgan*
Kathryn G. Morgan, Chairman

ATTEST:

Jackie Smith
Jackie Smith, Clerk





CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of NEWTON County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u>COVINGTON</u>	shall receive	<u>18.47</u>	%
City of <u>OXFORD</u>	shall receive	<u>3.02</u>	%
City of <u>PORTERDALE</u>	shall receive	<u>2.05</u>	%
City of <u>NEWBORN</u>	shall receive	<u>0.83</u>	%
City of <u>MANSFIELD</u>	shall receive	<u>0.63</u>	%
County of <u>NEWTON</u>	shall receive	<u>75.00</u>	%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this 29th day of June 2012

[Signature]
MAYOR OF THE CITY OF Covington

[Signature]
MAYOR OF THE CITY OF Oxford

[Signature]
MAYOR OF THE CITY OF Porterdale

[Signature]
MAYOR OF THE CITY OF Newborn

[Signature]
MAYOR OF THE CITY OF Mansfield

[Signature]
CHAIRMAN BOARD OF COMMISSIONERS OF Newton

Newton COUNTY



SDS Consultants, LLC

217 West 8th Street / P.O. Box 1099

Rincon, GA 31326

Phone: (912) 659-1694 / Fax: (912)826-5936

J. Raymond Dickey, Attorney

Wesley M. Corbitt, Accountant and Analyst

June 18, 2021

City of Porterdale, Georgia
% Frank Etheridge, City Manager
P.O. Box 667
Porterdale, Georgia 30070

Dear Mayor and Council,

SDS Consultants, LLC, appreciates the opportunity to serve the City of Newton County, Georgia, as your Service Delivery Strategy Consultants. The partners, Wesley M. Corbitt and J. Raymond Dickey, bring knowledge, experience, and success to prepare you for the best possible results in future service delivery strategy and LOST negotiations.

Partner Wesley M. Corbitt, has over 20,000 hours of government audit and financial statement analysis and preparation experience in his previous CPA practice of 25 years, with an additional six years of experience in the financial and administrative management of a local government. Mr. Corbitt has provided GMA's members with SDS instruction for preparing and negotiating successful service delivery strategies and resolving financial inequities and has provided thousands of hours of service delivery analysis and mediation support for multiple cities.

Partner J. Raymond Dickey, Attorney at Law, has represented Georgia cities and Georgia counties for over twenty-five (25) years providing legal representation in all aspects of government. Mr. Dickey's experience includes representations involving litigation in the areas of service delivery strategy (SDS), special purpose local option sales tax (SPLOST), impact fees, and local option sales tax (LOST) for multiple cities. Mr. Dickey has extensive experience and knowledge of the laws governing the SDS Act, LOST, SPLOST and Impact Fees. . Also, Mr. Dickey has extensive experience in the mediation process unique to service delivery strategy (SDS), special purpose local option sales tax (SPLOST) and local option sales tax (LOST).

Below we have defined the initial services that we will provide to the City of Newton County, Georgia, in order to prepare the cities to inter into LOST negotiation with the Commission of Newton County.

Proven and professional experience in analysis and negotiation of Service Delivery, LOST, and SPLOST inequities.

State law does not specify a formula for distributing LOST proceeds. Instead, it outlines eight factors (criteria) that can be used by local governments in negotiating the LOST distribution. According to O.C.G.A. §48-8-89, the distribution of proceeds of the tax as specified in the certificate shall be based upon, but not be limited to, the eight criteria listed in the law. SDS consultants will provide an analysis of the 5 criteria listed below using the available data and resources defined in this engagement letter.

Criteria 1. Service Delivery Responsibilities to Population served: "...population served during normal business hours...inherent value to a community of a central business district...and the obligation of all residents of the county for the maintenance and prosperity of the central business district and the unincorporated areas of the county. The following available data will be applied to the analysis of this criteria:

- Resident population
- Special Events population
- Nighttime populations
- Daytime population
 - Employment, traffic counts & commuting patterns- DOT and commercial and industrial digest
- Central Business district
 - Commercial and Industrial digest and tax exempt property

Criteria 2. Service Delivery Responsibilities to Resident Population: "...the resident population of the subdivision.

- Population
- Population Growth

Criteria 3. Existing Service Delivery Responsibilities: General services provided, LOST benefit per resident and cost per resident for general services net of LOST.

- General fund expenditures
- Tax digest

Criteria 5. The Point of Sale and Use which generates the tax to be apportioned:

- Retail Spending – We will provide an estimate of retail sales and spending and spending gaps based on third party sales information where available. We will use Georgia Southern University, Center for Business Analytics and Economic Research (CBAER) to provide much of the data generation for retail sales and spending and the spending gap between the county and the cities for this analysis.

Criteria 7. The use by any political subdivision of property taxes...from some taxpayers to subsidize the cost of services provided to other taxpayers of the levying subdivision:

- Review of most recent SSD agreement and county audited financial statements and identify the cost of county services that primarily benefit the unincorporated residents but are funded with county wide taxes.
- Identify transfers and loans that may not comply with the SDS agreement and legislative intent of SDS Act.
- Provide appropriate arguments and other data to support primary benefit determinations.
- Determine the LOST and property taxes funding used to provide unincorporated services
- Determine non-enumerated revenues used to fund unincorporated services.
- Provide a recommended equity percentage adjustment for this criterion.

In addition to the above analysis, we will review the current SDS Agreement (DCA Summary of Services and Funding) and provide a written analysis with our recommended changes, corrections and additions. We will review the intergovernmental agreements that may materially impact the service delivery agreement, note any conflicts with the SDS act, and provide recommended corrections. This added review of the current SDS agreement will provide the cites support in addressing criteria 6 & 8 though not a focus of this engagement.

We will meet with the City Councils, or their designees, to thoroughly review our report, recommendations and arguments in support of our conclusions.

We would like to begin our services on or before August 1, 2021 and would work to complete the services in this contract and provide our draft report and recommendations by December 1, 2021. Once this engagement agreement is authorized below, we will provide a list of documents and contacts needed to begin our services. Our estimated fee for these services listed will be \$33,600 based on our hourly rates plus any travel cost we may incur in the performance of this engagement:

Wesley Corbitt \$150.00 per hour Raymond Dickey 225.00 per hour

The Cities contract with this engagement agree to the following payment scheduled:

- \$11,200 due upon execution of this agreement
- \$11,200 due upon the delivery of the draft documents
- The remaining balance not expected to exceed \$11,200, plus travel cost incurred to perform this engagement, will be due with the final report.

Any consulting support services for negotiation, mediation or legal representation beyond the analysis and report provided with this engagement will be at your request and billed at our hourly rates above.

If you agree with the services and fees as outlined above, please sign two copies of this engagement letter. Retain one copy for your records and return one to: SDS Consultants, LLC; P.O. Box 1099, Rincon, Georgia 31326 with the initial payment. You may also email a signed copy to wcorbittconsulting@gmail.com.

SDS Consultants, LLC - Contractor

Wesley M. Corbitt

Partner's Name (Print)

Wesley M. Corbitt

Partner's Signature

Contracting Cities:

City of Covington, Georgia

City of Newborn, Georgia

Mayor's Name (Print)

Mayor's Name (Print)

Mayor's Signature

Mayor's Signature

City of Mansfield, Georgia

City of Oxford, Georgia

Mayor's Name (Print)

Mayor's Name (Print)

Mayor's Signature

Mayor's Signature

City of Social Circle, Georgia

City of Porterdale, Georgia

Mayor's Name (Print)

Mayor's Name (Print)

Mayor's Signature

Mayor's Signature

STATE OF GEORGIA)
) LEASE
COUNTY OF NEWTON)

THIS LEASE (“Lease”), made this ____ day of July, 2021, by and between **THE CITY OF OXFORD, GEORGIA**, a municipal corporation in Newton County, Georgia, as Lessor, and **THE DOWNTOWN DEVELOPMENT AUTHORITY OF OXFORD, GEORGIA**, a governmental authority in Oxford, Newton County, Georgia, as Lessee;

WITNESSETH:

THAT in consideration of the covenants and agreements of Lessor and Lessee to and with each other, Lessor and Lessee have agreed as follows:

1.

Lessor does hereby rent and lease to the Lessee, and Lessee does hereby lease and hire from Lessor for a term commencing on the 1st day of July, 2021, and ending on the 30th day of June, 2022, at midnight, the following described property (the “Premises”):

All those tracts or parcels, or portions of tracts or parcels, of land lying and being in the City of Oxford, Georgia, Land Lot 288 of the 9th Land District, Newton County, Georgia and being highlighted on the boundary retracement survey for the City of Oxford, prepared by Robert O. Jordan, GRLS #2902, dated November 27, 2018, the same being attached hereto and incorporated herein by reference as Exhibit “A”.

2.

Lessee has paid to Lessor, annual rental of \$1.00, in advance, the receipt and sufficiency of which is hereby acknowledged. No additional deposit or rental installment shall be due.

3.

Lessee accepts the Premises in its present condition and as suited for use intended by Lessee. Lessor shall not be required to make any repairs to the Premises.

4.

Either party may terminate this Lease, without cause, upon thirty (30) days prior written notice of same.

5.

During the term of this lease, Lessor shall maintain in full force and effect a policy of hazard insurance covering the premises, naming Lessee as an additional insured, and shall furnished Lessee with a copy of same upon request.

6.

This lease is non-exclusive and shall be for the sole purpose of installing fencing, signage, seating, and other improvements in the greenspace area of said parcels. Lessor has approved the improvements shown on the concept plan attached hereto at Exhibit "B". Lessor shall be responsible for all upkeep and maintenance, and shall pay any and all water, rent and garbage collection fees for the said premises and all bills for gas, electricity, fuel, light, heat or power for premises or used by Lessee in connection therewith. Lessor shall further pay the ad valorem (real property) taxes for the premises during the period of this lease, to the extent the same is not waived due to Lessee's exempt status. Lessee shall have no obligation to install any such improvements.

7.

Time is of the essence of this agreement.

8.

Lessee's rights shall be subject to any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the premises by Lessor, and Lessor does hereby agree to maintain and keep current the payments on the outstanding deed to secure debt against the Premises during the term of this Lease.

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not respective to those given by law.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals, this ___ day of June, 2021.

LESSOR:

THE CITY OF OXFORD, GEORGIA

BY: _____
David S. Eady, Mayor

ATTEST: _____
Marcia Brooks, City Clerk

As to Lessor, signed, sealed
and delivered in the presence
of:

Witness

Notary Public

LESSEE:

**THE DOWNTOWN DEVELOPMENT
AUTHORITY OF OXFORD, GEORGIA**

BY: _____
_____, its _____

ATTEST: _____
_____, its _____

As to Lessee, signed, sealed
and delivered in the presence
of:

Witness

Notary Public

Prepared by:

C. David Strickland, Esq.
Oxford City Attorney
Strickland & Strickland, LLP
Attorneys at Law
P.O. Box 70
Covington, GA 30015-0070
(770) 786-5460
(770) 786-5499 (fax)

SURVEYOR'S CERTIFICATION
 This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Robert O. Jordan
 Robert O. Jordan, GA RLS 2902



DPENOTES PAINTED TREES OR FENCE NEAR PROPERTY LINE. LETTER IS CODE BELOW, NUMBER IS FEET FROM LINE, AND ARROW IS DIRECTION FROM LINE THAT EVIDENCE WAS FOUND.

TP: STEEL TEE POST
 B: BLUE PAINT W: WHITE PAINT
 Y: YELLOW PAINT BW: BARBED WIRE
 R: RED PAINT HW: HOG WIRE

LEGEND			
	OPEN-TOP PIPE FOUND	P.O.B.	POINT OF BEGINNING
	SOLID ROD (REBAR) FOUND	P.O.R.	POINT OF REFERENCE
	1/2" SOLID ROD (REBAR) SET	NOF	NOW OR FORMERLY
	BEARING CHANGE (NO PIN SET)	D.B.	DEED BOOK
	SURVEYOR'S TRAVERSE NAIL SET	P.B.	PLAT BOOK
	SURVEYOR'S PK NAIL SET	LL	LAND LOT
	POWER POLE	OTP	OPEN-TOP PIPE
		CMF	CONCRETE MON. FD
	ADJOINING PROPERTY LINE		
	EASEMENT		
	OVERHEAD POWER		

FOR CLERK'S OFFICE USE

SUBJECT PROPERTY INFORMATION:

TAX RECORD: PARCEL X010 001, X010 010, X010 011
 CURRENT OWNER: CITY OF OXFORD
 DEED RECORD: D.B. 599, p. 535

TAX RECORD: PARCEL X010 002
 CURRENT OWNER: CITY OF OXFORD
 DEED RECORD: D.B. 3564, p. 459

THIS PLAT CLOSURE ACCURACY IS 1 FOOT IN 92,631 FT.

FIELD DATA WAS COLLECTED USING A LEICA TS12 ROBOTIC TOTAL STATION AND A JAVAD TRIUMPH-LS DUAL-FREQUENCY RTK GLOBAL POSITIONING SYSTEM RECEIVER REFERENCING THE eGPS STATEWIDE NETWORK AND HAVING A RELATIVE POSITIONAL ACCURACY OF LESS THAN 0.04 FEET.

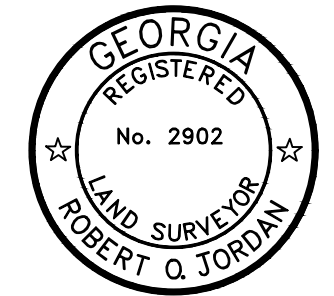
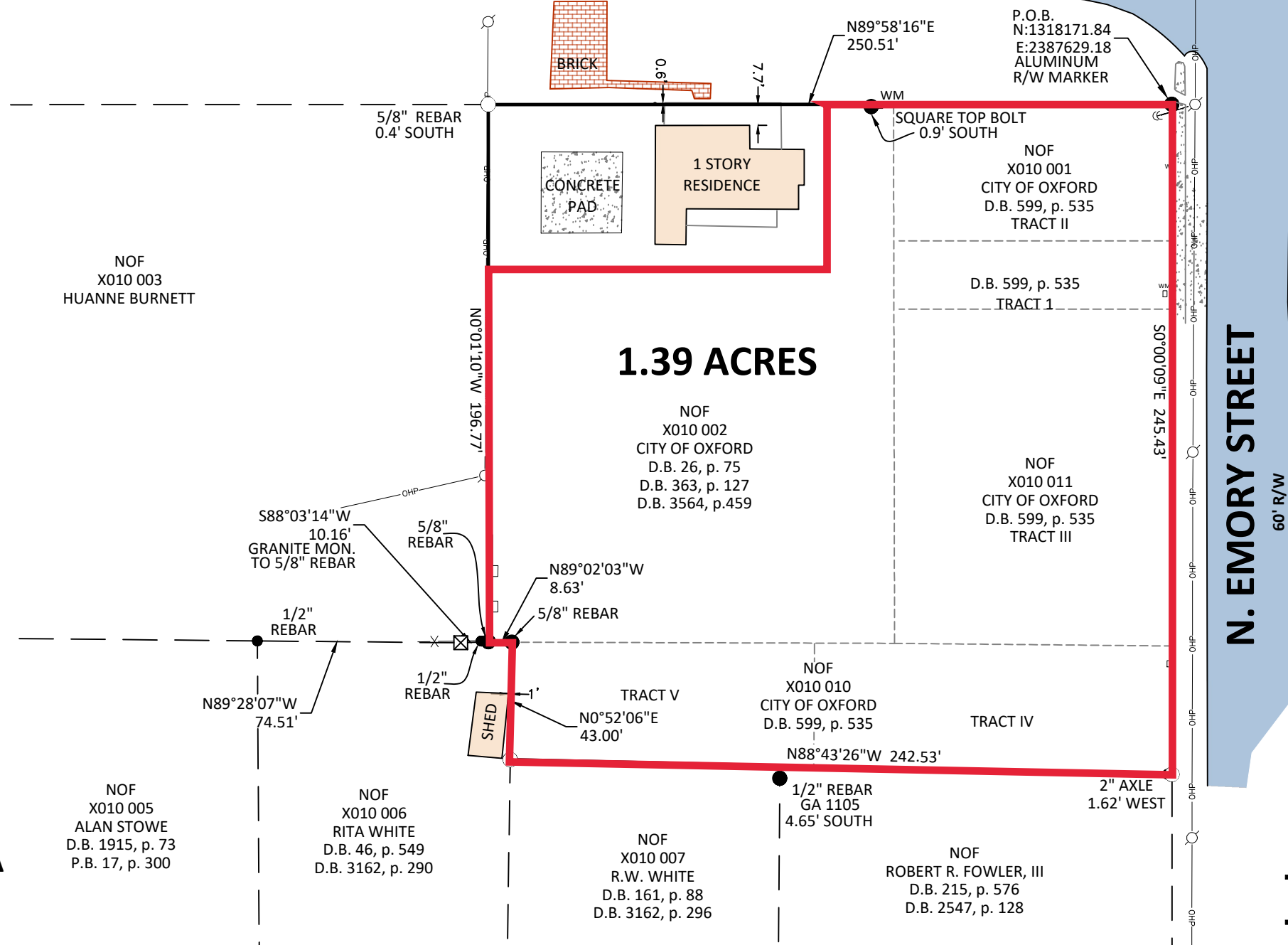
THE FIELD SURVEY WAS COMPLETED IN OCTOBER 2018.

THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A FLOODPLAIN AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL 13217C0126D FOR TOWN OF OXFORD, NEWTON COUNTY, GEORGIA DATED 03-17-2014.

EASEMENTS OR RIGHTS-OF-WAY MAY EXIST WHICH ARE NOT SHOWN HEREON AND MAY BE RECORDED OR UNRECORDED.

THE HORIZONTAL REFERENCE IS GEORGIA STATE PLANE, WEST ZONE, NAD83(2011) IN US SURVEY FEET.

THE VERTICAL DATUM IS NAVD88 IN FEET.



Corporate License No. LSF 000768

JORDAN
 ENGINEERING

144 N. WARREN ST. MONTICELLO, GA 31064
 (706) 468-8999 www.jordan-eng.com

Engineering • Surveying • Soils Classification

BOUNDARY RETRACEMENT SURVEY FOR
CITY OF OXFORD
LAND LOT 288, DISTRICT 9
GEORGIA MILITIA DISTRICT 1525
OXFORD, NEWTON COUNTY, GEORGIA



NOVEMBER 27, 2018



SOUTH FENCE

SIGN

MID FENCE

SEATING AREA

NORTH FENCE

WEST FENCE



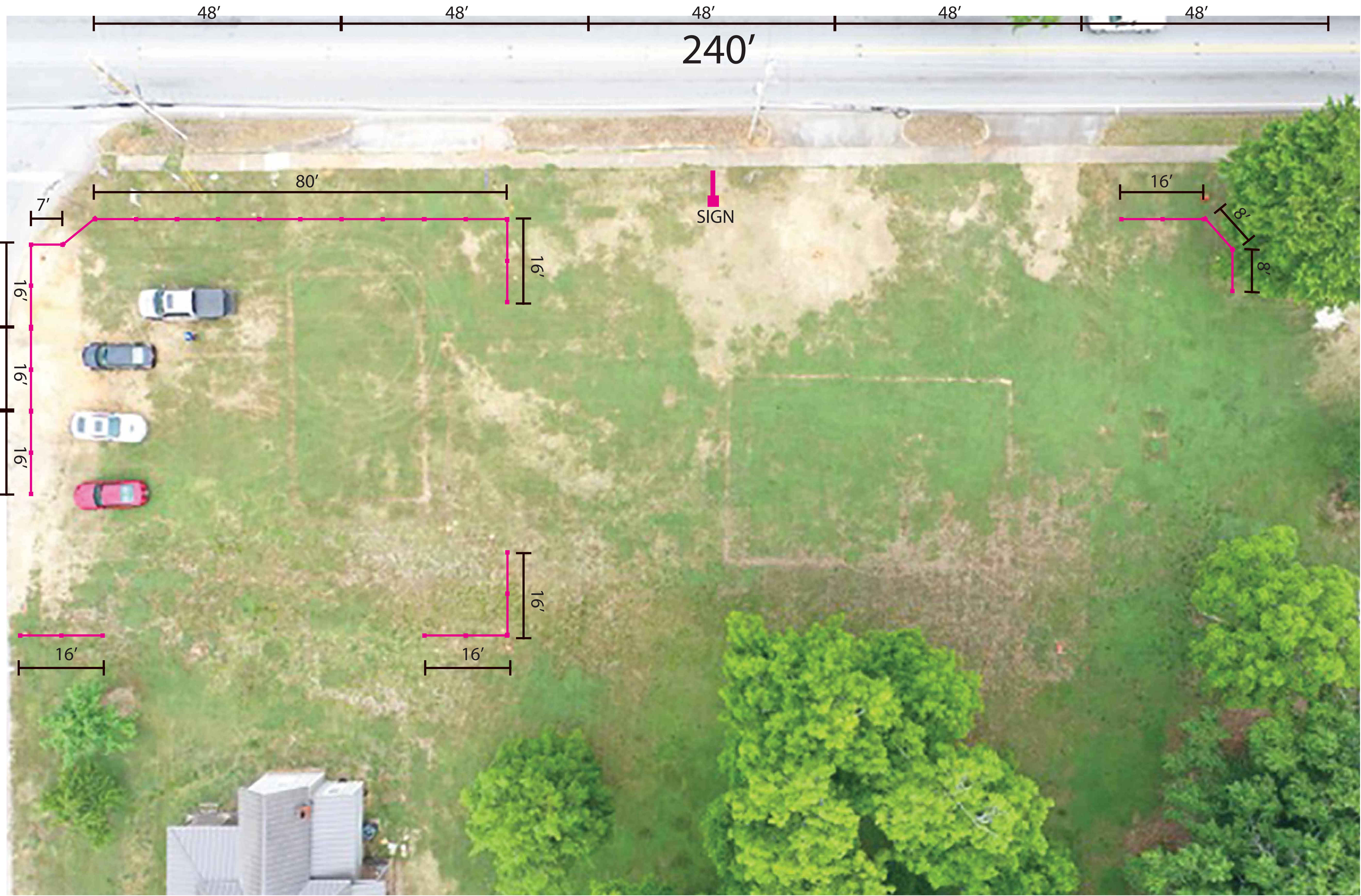
Italianate Sign Bracket
Chamfered Cedar Post
Large Stone Base
Round Wooden Sign



Rustic Cedar Split Rail



Cedar Crossback
with Double Bottom Rail



48'

48'

48'

48'

48'

240'

80'

16'

7'

SIGN

16'

8'

16'

16'

16'

16'

16'

16'

8'

City of Oxford
Invoices >=\$1,000
Paid in July 2021

VENDOR	DESCRIPTION	AMOUNT
RECURRING CHARGES		
City of Oxford Utilities	May-June service	2,082.70
City of Covington	Quarterly Sewer Charges, April-June 2021	11,838.00
Newton County Board of Commissioners	Water Purchase June 2021; Invoice #2848	21,926.00
Newton County Water & Sewerage Authority	Sewer Treatment Fees, 5/27/2021 – 6/29/2021	6,851.66
Georgia Municipal Association	GMEBS Life and Health Insurance Billing for August 2021; Invoice #313448	12,009.24
Georgia Municipal Association	GMEBS Retirement Trust Fund Employer Contributions July 2021	5,681.33
Georgia Environmental Finance Authority (GEFA)	Monthly Payment on Loan 2016L06WQ July 2021	4,556.05
Georgia Superior Court Clerks' Cooperative Authority	Court Collections for June 2021	1,179.39
Southeastern Power Administration (SPA)	SEPA Energy Cost (June 2021) Inv. #B-21-2265	2,851.86
Municipal Electric Authority of Georgia (MEAG)	Monthly Electric Purchases for June 2021	109,757.00
Electric Cities of Georgia	Consulting and planning services for July 2021	5,087.00
IRS	Federal Payroll Taxes, July 2021	9,831.48
Courtware Solutions	Traffic citation case management monthly service – June 2021	1,104.00
Phoenix Personnel, LLC	Maintenance temporary workers, week ending 7/4/2021	1,138.90
Latham Home Sanitation	Commercial Waste Removal Services June 2021	7,361.18
VC3, Inc. (formerly Sophicity)	July charges for software and hardware support; invoice #63157	2,057.31

VENDOR	DESCRIPTION	AMOUNT
PURCHASES/CONTRACT LABOR		
McNair McLemore Middlebrooks & Co.	Financial services consultation, June 2021	1,342.20
C. David Strickland, P.C.	June 2021 professional legal services	2,100.00
Burford's Tree, LLC	FY 2021 powerline tree trimming, weeks ending 6/26/2021, 7/10/2021, 7/17/2021	6,618.60
Covington News	Advertising for public hearing and classified ads in June of 2021	1,270.00
Utility Service Co., Inc.	Quarterly water tank inspection, inv. #537811	3,122.62
Southern Water Service, LLC	Submersible grinder pump for Victoria Station sewer service	2,430.00
Marable-Pirkle, Inc.	Emergency repair of power line taken down by fallen tree on 7/13/2021	3,972.28
Scarborough Tree, Inc.	7/1-7/2 – West Clark St. – drop dead oak leaving wood; Watson St. – emergency removal of one large split oak; 7/20 – Williams St. – cleanup of limb out of yard from wind damage	4,800.00
Carter & Sloope	Revised Preliminary Engineering Report for 2021 CDBG application	4,800.00
Keck & Wood	Engineering Services for North Emory Street Sidewalks – Plan Development Phase – approved in 4/5/2021 Council Meeting	10,150.00