

**CITY COUNCIL MEETING
JULY 26, 2021- 7:00 PM
109 SOUTH KING STREET
DEPOT COMMUNITY ROOM**

MINUTES

PRESENT: James F. Palmer, Mayor
George R. Crowley, Mayor Pro Tem
Ray Mitchell Denmon, Councilman
Al Edwards, Councilman

ALSO: Paul Worley, City Administrator; Larry Vickery, Utilities Administrator; Sharon Nelson, City Clerk; George Govignon, City Attorney; Lenny Nesbitt, Fire Chief; and Annette Printup, Detective, Calhoun Police Department.

1. Council Meeting Called to Order

Welcome

Mayor Palmer called the meeting to order and welcomed everyone in attendance.

Invocation

Utilities Administrator Vickery gave the invocation.

2. Pledge of Allegiance

Mayor Palmer led the group in the Pledge of Allegiance to the United States Flag.

3. Amendment or Approval of Proposed Agenda

Councilman Edwards made a motion to approve the July 26, 2021 agenda as presented.

Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved.

4. Amendment or Approval of Minutes

Councilman Denmon made a motion to approve the minutes of the City Council meeting of July 19, 2021. Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved.

5. Mayor's Comments

- A. Mayor Palmer announced that August Council meetings would be held on the 16th and the 23rd.

- B. Mayor Palmer announced that qualifying for the 2021 General Municipal Election for City Council Posts 3 and 4 and Calhoun Board of Education Posts 1, 2 and 3 would be held at City Hall, 226 South Wall Street, beginning on Monday, August 16, 2021 and ending on Wednesday, August 18, 2021. The hours for qualifying each day are from 8:30 AM until 1:00 PM and from 2:00 PM until 4:30 PM. The General Election will be held on Tuesday, November 2, 2021. Qualifying packets are available online at www.cityofcalhoun.com and at City Hall. Qualifying fees for City Council are \$252.00 and \$1.00 for Calhoun City School Board.

6. **Public Hearing and Comments**

- A. Announce at this time, public hearings will be held. The public will have the opportunity to make pro and con comments with a ten minute maximum time limit for each side of the matter, with each person speaking having filed a financial disclosure statement five days prior to the hearing if required, with each person giving their name and address. An inquiry should be made to determine if any elected official has filed a disclosure statement regarding ownership or special interest in any of the agenda items. Zoning Land Use Maps on display in Council Chambers for Zoning Advisory Board and Council hearings.
- a. Public hearing of a beer and wine pouring license request at a location of 100 Cracker Barrel Drive, by Cracker Barrel Old Country Store, Inc. d/b/a Cracker Barrel #424. The proposed manager is Mitchell Wexler.
- Mayor Palmer opened the public hearing.
 - City Administrator Worley gave the report on legal requirements and notices stating that all had been met.
 - Mayor Palmer opened the floor for comments.
 - There being none, Mayor Palmer closed the public hearing and called for a motion on concerning Alcohol Request.
 - Mayor Pro Tem Crowley made a motion to approve the beer and wine pouring license. Councilman Denmon gave a second with all voting aye. Motion approved.

7. **Old Business**

- A. Mayor Palmer gave the second reading of an annexation and zoning request from County A-1 to Ind-G for 155.49 acres at a location of 336 Salem Road (046-034) by HREG Acquisitions, LLC. The Zoning Advisory Board meeting is scheduled for August 12th and the public hearing for August 16th.
- B. Mayor Palmer gave the second reading of a beer and wine package license request at a location of 1133 South Wall Street, by Enterprise, Inc. LLC d/b/a Citgo Food Mart. The proposed store manager is Kalpana Shah. The public hearing is set for August 16th.
- C. Mayor Palmer gave the second reading of a beer package license request at a location of 90 East May Street, by Asif Mohammad, d/b/a Donde El Guero. The owner, Asif Mohammad, will also serve as the store manager. The public hearing is set for August 16th.

8. New Business:

- A. Mayor Palmer stated a motion was needed concerning the City appointment to the Calhoun-Gordon County Airport Authority. Chip Sloan has resigned and Jim Rosencrance has been recommended to fill the seat. Councilman Edwards made a motion to appoint Jim Rosencrance to fill the unexpired term of Chip Sloan, to expire June 30, 2023. Councilman Denmon gave a second with all voting aye. Motion approved. Mayor Pro Tem Crowley stated that Chip had done a wonderful job as a board member. Mayor Palmer noted that Chip had given freely of his time in service for over 20 years and it was very much appreciated.
- B. Mayor Palmer stated that a lengthy discussion was held during the work session today and gave the floor to Utilities Administrator Vickery to give a brief explanation of items B and C. Mr. Vickery stated a national chain with a presence in Calhoun looking for a wholesale hedging environment to help with their electrical needs. This will be a non-emitting solar project. Mayor Palmer asked if there were any questions from those in attendance.
- There being none, Mayor Palmer called for a motion concerning a resolution approving the Renewable Energy Customer Agreement Tariff No. 1 and Associated Form Customer Agreement, updates to the standard utility terms and conditions, and for other purposes. Mayor Pro Tem Crowley made a motion to authorize Mayor Palmer to execute all documents pertaining to the request. Councilman Denmon gave a second with all voting aye. Motion approved. (Resolution attached)
- C. Mayor Palmer called for a motion concerning a resolution approving and authorizing the execution of a Power Purchase Contract and Agreement between the Municipal Electric Authority of Georgia and the City of Calhoun. Councilman Denmon made a motion to authorize Mayor Palmer to execute all documents pertaining to the request. Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved. (Resolution attached)

9. Other Written Items Not on the Agenda

10. Work Reports

- A. Paul Worley, City Administrator gave the June General Government cash report stating that total cash in the general fund was \$2,652,625.72 and total operating revenues were \$3,892,764.70. He also noted that the Hotel Motel tax that comes in June for the month of April was \$91,398.09. This is one of the first months for the City to break even or surpass pre-pandemic revenues. Mayor Palmer stated that the Revolving Loan Fund now has \$238,000 available to loan. Mayor Palmer called for a motion concerning the General Government cash reports. Councilman Edwards made a motion to approve the June, 2021 cash reports as presented. Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved.
- B. Larry Vickery, Utilities Administrator gave the June Utilities cash report noting that total operating revenues were \$5,549,892.51 and total savings and reserves were \$3,714,243.12, for a grand total of \$9,264,35.93. Mayor Palmer called for a motion concerning the Utilities cash reports. Councilman Edwards made a motion to approve the June, 2021 cash reports as presented. Councilman Denmon gave a second with all voting aye. Motion approved.

C. George Govignon, City Attorney stated that he had received an email from Rusi Patel relating to a rule recently proposed by the GDOT that would significantly impact municipal Right-of-Way (ROW) management. Proposed Rule 672-11-4 very specifically states it will only apply to rates for State ROW. No rates are included and municipalities only get the rates GDOT sets, effectively making municipality rates \$0. GMA is requesting comments from Georgia municipalities by August 16th. Mr. Govignon stated he felt it was important to address this issue as it will cause issues for our City and asked Council for permission to comment on behalf of the City. He will also notify Matt Barton, our State Representative, with our concerns relating to this rule. Councilman Edwards made a motion to City Attorney Govignon to make formal comments on behalf of the City to be provided to GMA. Councilman Denmon gave a second with all voting aye. Motion approved.

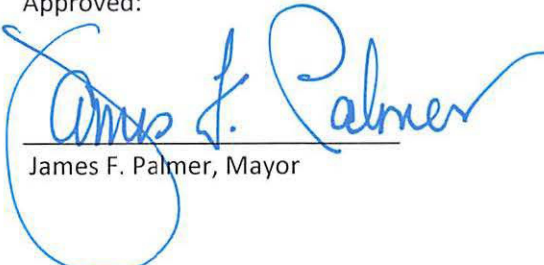
11. Motion to move to Executive Session, if needed

12. Motion to return to General Session

13. Motion to Adjourn

There being no further business to come before the Council, Mayor Pro Tem Crowley made a motion to adjourn. Councilman Denmon gave a second with all voting aye. The motion was approved and the meeting adjourned at 7:21 p.m.

Approved:


James F. Palmer, Mayor

Submitted:


Sharon Nelson, City Clerk



RESOLUTION APPROVING (A) RENEWABLE ENERGY CUSTOMER AGREEMENT
TARIFF NO. 1 AND ASSOCIATED FORM CUSTOMER AGREEMENT, (B) UPDATES TO
STANDARD CITY UTILITY TERMS AND CONDITIONS AND (C) FOR OTHER
PURPOSES

WHEREAS, City of Calhoun (the "City"), a municipal corporation of the State of Georgia and is a retail electric service provider; and

WHEREAS, certain retail electric customers of the City and certain other public power providers in Georgia have expressed an interest in solar power resources; and

WHEREAS, City and certain other public power providers in Georgia are participants in, and receive wholesale electric supply from, the Municipal Electric Authority of Georgia ("MEAG Power"); and

WHEREAS, MEAG Power has developed a solar renewable energy initiative project ("Transaction") and City has determined to participate in such Transaction on behalf of subscribing retail customers by entering into a Power Purchase Contract ("PPC") respecting the Transaction with a term of 20 years from the date of Commercial Operation of the solar facility; and

WHEREAS, City has caused to be prepared its Renewable Energy Customer Agreement Tariff No. 1, a copy of which is attached hereto as Exhibit A ("RECA Tariff"), to make the Transaction available to its retail customers under the terms provided for therein and in the Renewable Energy Customer Agreement, a draft of which is attached hereto as Exhibit B ("Agreement"), in a manner that allocates Transaction costs to such customers without subsidy by other City customers not participating in the Transaction; and

WHEREAS, the RECA Tariff, PPC and Agreement together contemplate City purchasing certain solar energy, capacity and environment attribute from MEAG Power, and City:

- (a) At its discretion, either retaining such energy, or causing MEAG Power to sell such energy in applicable markets;
- (b) Retaining such capacity for the benefit of the City; and
- (c) Transferring the benefits of such environmental attributes to applicable Customers for certain fees to the City all in accordance with any Agreement(s);

THE MAYOR AND COUNCIL OF THE CITY OF CALHOUN HEREBY ORDAINS
as follows:

Section 1. The RECA Tariff and Agreement are hereby approved. The Mayor, or Mayor Pro Tem, and the Clerk of the City be and are hereby authorized and directed to execute and deliver the Agreement. The Agreement will be in substantially the form attached hereto, subject to such changes, insertions and omissions as may be approved by the Mayor, or Mayor Pro Tem, of the City. The execution of the Agreement by the Mayor, or Mayor Pro Tem, as herein authorized will be conclusive evidence of any such approval.

Section 2. The Standard Utility Terms and Conditions attached hereto are hereby approved in the form attached hereto as Exhibit C and incorporated hereby into all utility service arrangement whether provided by ordinance, tariff, contract, or otherwise provided, and City officers with advice of the City Attorney are hereby directed to take all additional steps and action as recommended or necessary to cause such Standard Utility Terms and Conditions to be fully effective.

Section 3. All actions of the City, its officers and staff in connection with the execution, delivery and performance of the Agreement and otherwise implementing the intent of this Ordinance is hereby approved, ratified and confirmed, including without limitations accepting or executing agreements in substantially to form of the Agreement prior to adoption of this Resolution. In order to carry out the transactions contemplated by the Agreement the Mayor, or Mayor Pro Tem, and the Clerk are hereby authorized and directed to execute and deliver any closing papers and certificates, or to take any other actions as may be necessary to effect performance of the Agreement consistent with the terms of the Agreement and this Resolution.

Section 4. This Ordinance will take effect immediately upon its adoption. Any and all ordinances, or parts of ordinances, or any prior proceedings in conflict with this Resolution this day will be and are repealed, and this Resolution will be in full force and effect from and after this adoption, the welfare of the City requiring it.

SO ADOPTED and APPROVED by the Mayor and City Council this 26TH day of July, 2021.

APPROVED:



(SEAL)

ATTEST:

A. Nelson
City Clerk

CITY OF CALHOUN

By: *James F. Palmer*
Mayor

EXHIBIT "A"

City/Commission of
Electric Service Tariff

RENEWABLE ENERGY CUSTOMER AGREEMENT (RECA) TARIFF NO. 1

PAGES	EFFECTIVE DATE	REVISION
2	Bills Rendered for the Month of August 2021	20210621

TERMS AND CONDITIONS:

To all customers who meet the requirements set forth herein and opt to purchase renewable solar resource through the City of Calhoun ("Electric Provider") to the extent renewable solar resources are available from and provided by its wholesale electric provider, the Municipal Electric Authority of Georgia (MEAG Power)

DEFINITIONS:

- Customer* = means any customer of the Electric Provider applying to receive power under this Tariff on or before August 1, 2021 and who execute a retail service contract substantially on the form attached hereto as Exhibit B to the Resolution approving this Tariff and acceptable to Electric Provider (capitalized terms used herein but not defined have the meaning specified in such contract).
- Solar Costs* = the monthly gross amount paid by the Electric Provider to MEAG Power pursuant to the terms of the applicable Power Purchase Contract between MEAG Power and Electric Provider (PPC), pro-rated based on Customer's Assigned Subscription
- MEAG Costs* = for a particular month means all costs, charges or other amounts billed to Electric Provider by MEAG Power under the PPC pro-rated based on Customer's Assigned Subscription to the Electric Provider's Entitlement Share kW of the PPC, 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 MEAG Power and associated with the transmission and delivery of solar energy to the Electric Provider, and (B) a share, determined by the MEAG Power to be allocable to this PPC, 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 MEAG Power, including salaries, fees for legal, engineering, and other services and all other expenses properly related to the conduct of the

affairs of the MEAG Power, and any other amount charged by MEAG Power directly related to service hereunder

Solar kWh_{HR} = (in kWh) solar energy generated pro-rated based on Customer's Assigned Subscription to the Electric Provider's Entitlement Share kW of the MEAG Power PPC

Market Price = (in \$/kWh) applicable wholesale market price

City Service Fee_{FIXED} = \$400 per 1000 kW of Assigned Subscription kW Level per month. For simplicity, the Assigned Subscription kW will be rounded up to the nearest thousand kW. For example: 1255 kW will be rounded to 2000 kW.

City Service Fee_{VARIABLE} = See formula below.

True Up Costs = To the extent Electric Provider receives a credit or payments from, or is billed additional amounts by, MEAG Power, Electric Provider will credit, pay or bill Customer its pro-rated share thereof based on Customer's Assigned Subscription to the Electric Provider's Entitlement Share kW of the PPC

Σ = Sum over all hours of the monthly billing period

MONTHLY BILL:

The Monthly Bill is calculated as follows:

$$RECA\ Bill = \left(\begin{array}{c} Solar\ Costs + \\ MEAG\ Costs + \\ True\ Up\ Costs - \\ \Sigma (Solar\ kWh_{HR} \times Market\ Price) + \\ City\ Service\ Fee_{FIXED} + \\ City\ Service\ Fee_{VARIABLE} \end{array} \right) + Applicable\ State\ \&\ Local\ Sales\ Taxes$$

$$City\ Service\ Fee_{VARIABLE} = \left| 5\% \times \left(\left(\begin{array}{c} Solar\ Costs + \\ MEAG\ Costs + \\ True\ Up\ Costs - \\ \Sigma (Solar\ kWh_{HR} \times Market\ Price) + \\ City\ Service\ Fee_{FIXED} \end{array} \right) when < 0 \right) \right|$$

Renewable Energy Customer Agreement

This Renewable Energy Customer Agreement (the "Agreement" or "RECA"), dated August 19, 2021 ("Effective Date"), is made and entered into by and between the [City/Commission] of Calhoun Utilities, a Georgia public power provider ("Electric Supplier"), and Walmart Inc., a current retail customer of Electric Supplier ("Customer"). Electric Supplier and Customer are sometimes hereinafter referred to in this agreement collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, certain retail customers of the Electric Supplier and certain other public power providers in Georgia have expressed an interest in solar resources; and

WHEREAS, Electric Supplier and certain other public power providers in Georgia are participants in, and receive wholesale electric supply from, the Municipal Electric Authority of Georgia ("MEAG Power"); and

WHEREAS, MEAG Power has developed a solar renewable energy initiative project ("Transaction") and Electric Supplier desires to participate in such Transaction on behalf of subscribing retail customers by entering into a Power Purchase Contract ("PPC") respecting the Transaction with a term of 20 years from the date of Commercial Operation of the solar facility; and

WHEREAS, Electric Supplier has approved its Renewable Energy Customer Agreement Tariff No. 1, a copy of which is on file with Electric Supplier ("RECA Tariff"), to make the Transaction available to its retail customers under the terms provided for therein and herein (capitalized terms used herein but not defined have the meaning set forth in the RECA Tariff) in a manner that allocates Transaction costs to such customers without subsidy by other Electric Supplier customers not participating in the Transaction;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Supplemental Terms:** This Agreement is subject to any applicable agreements among the Parties and applicable Electric Supplier rules, regulations, service terms and rate schedules and tariffs.
2. **Subscription Level:** Customer desires the following Subscription Level 1,508.6 kW⁴ ("Requested Subscription") of generation capacity from the Transaction. Electric Supplier will request that MEAG Power contract with Electric Supplier to provide the Requested Subscription along with any additional capacity requirements requested by the Electric Supplier. Once the PPC has been entered into between MEAG Power and Electric Supplier and an Entitlement Share for the Transaction has been assigned to Electric Supplier, Electric Supplier will notify Customer in writing of its allocated Requested Subscription in kW ("Assigned Subscription"), which amount

⁴ All kW references and calculations provided for herein or in the RECA Tariff are at the Electric Provider's lowside substation delivery point (DP).

will be determined in Electric Supplier's sole discretion and may be less than the amount requested depending on MEAG Power's MW rounding and allocation process, among other things, and is final upon such notification.

3. **Solar Power.** The Electric Supplier will provide the Customer's prorated Allocable Share of the energy produced by the Transaction to the extent MEAG Power provides such energy to Electric Supplier and will cause such energy to be valued at market prices in order to implement the RECA Tariff. "Allocable Share" means Customer's Assigned Subscription as a percentage of all Electric Supplier customer Assigned Subscription under the RECA Tariff, e.g., 100% if Customer is the sole customer subscribing to the Transaction. For the avoidance of doubt, since the energy produced by the Transaction allocable to Customer is being 100% valued on Customer's behalf, the Customer will continue to receive energy service from Electric Provider under the contracts or tariffs applicable from time to time as if this Agreement were not in effect.
4. **Customer Commitment.** For the avoidance of doubt, Customer's obligations under this Agreement will continue regardless of whether Customer ceases to be a retail electric customer of Electric Provider subject to Section 8 respecting Change of Premises.
5. **Term.** (a) This Agreement will commence on the Effective Date and will continue until 15 years after the Commercial Operation Date (as defined in the Power Purchase Agreement between MEAG Power and the solar company) is achieved according to written notice from MEAG Power ("Termination Date"), which is expected to be on or before December 31, 2023, and if so achieved, would result in a Termination Date of January 1, 2039, unless such Termination Date is extended. Unless either Party provides prior notice to the other Party that it intends for this Agreement to terminate on the Termination Date ("Termination Notice"), the Termination Date will be automatically extended until five years after the Termination Date. Customer and Electric Supplier may each terminate this Agreement for convenience up to 5 years prior to the Termination Date by providing not less than 90 days prior written notice ("Early Termination Notice") to the other.

(b) If Customer or Electric Supplier provides a Termination Notice, this Agreement will terminate on the Termination Date. If Customer or Electric Supplier provides an Early Termination Notice, this Agreement will terminate on the date specified in such notice, which must be an anniversary of the Commercial Operation Date.

(c) Upon receipt of a Termination Notice or an Early Termination Notice from Customer, Electric Supplier will determine and notify Customer of the remaining amount that the Customer would have owed hereunder had this Agreement not been terminated and the Termination Date been extended 5 years past the Termination Date, and Customer will pay such amount ("Termination Fee") to Electric Supplier on or before the applicable Termination Date or other date specified by Electric Supplier. Such Termination Fee will be calculated by Electric Provider in its reasonable discretion as 100% of expected RECA Tariff costs and fees and a percentage of the expected credits as set forth in the table below:

Termination Effected in Years # after COD	Expected Credit Percentage
11	60%
12	66
13	72
14	78

To the extent practicable, such calculations will use historic Transaction data, third party market data and industry standard calculation methodologies. Except as expressly set forth herein, no Termination Fee, charge or penalty will be payable by Electric Supplier in connection with termination hereof. The Parties agree that the damages likely to be incurred by Electric Supplier in the event of termination will be difficult to measure, that the Termination Fee is reasonable, and that the Termination Fee will be paid as liquidated damages in lieu of all such actual damages and not as a penalty. In addition, all payments required hereunder prior to the effective date of such termination and all payments due prior to such termination date will also be paid in accordance herewith. Notwithstanding anything else herein to the contrary, the Termination Date will not be earlier than 10 years after the Commercial Operation Date.

6. **RECs.** Electric Provider will direct MEAG Power to retire the renewable energy certificates ("RECs") produced on behalf of the Customer's Subscription Level and to register and retire its RECs in a nationally accredited environmental attribute tracking registry ("Registry"), which will certify and provide a unique serial number for each REC.

At the Customer's request, the Electric Provider will direct MEAG Power to provide statements of the number of RECs retired, which will include each REC's unique serial number with the Registry, production date, retirement date, and proof of retirement on behalf of Customer.

7. **Rates and Credits.** All charges and credits applicable to Customer will be assessed and paid as provided in the RECA Tariff, as that now exist or may be hereafter changed, on file with the Electric Provider.
8. **Change of Premises.** If Customer ceases to receive electric service from the Electric Supplier, the Customer may assign Customer's Requested Subscription to another existing Customer service location(s) ("Change of Premises") with the prior written consent of the Electric Supplier.
9. **Assignment.** Customer may not assign this Agreement or any of the rights, obligations or benefits received from Customer's participation in this Agreement to any other person or entity except that Customer may, with the Electric Supplier's written approval, such approval not to be unreasonably withheld, assign this Agreement to an eligible affiliate of Customer, provided, that such eligible affiliate of Customer assumes, in writing, all of Customer's duties and obligations hereunder.

10. Notice.

- a. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or electronic transmission (including by e-mail) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (iv) on the third (3rd) Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Unless a Party has designated a different

officer or address for itself by written notice to the other hereunder, such communications will be sent to the respective Party as follows:

If to the Electric Supplier:
General Manager
Calhoun Utilities
700 W. Line Street
Calhoun, GA 30701

If to Customer:
Walmart Inc.
Attention: Steve Chriss
2608 SE J Street
Bentonville, Arkansas 72716-0550
Email: stephen.chriss@walmart.com

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

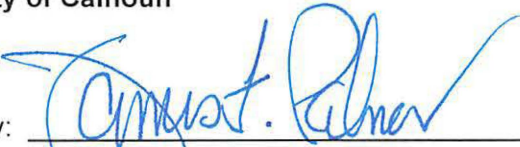
WALMART INC.

By: 

Printed Name: Mark Vanderhelm

Its: Vice President

City of Calhoun

By: 

Printed Name: James F. Palmer

Its: Mayor

Attested By: 

Printed Name: Sharon Nelson

Title: City Clerk

EXHIBIT "C"

General Utility Service Terms

Effective August 1, 2021

Except to the extent otherwise expressly provided by agreement, service term, rule, regulation, rate schedule or tariff ("Service Terms") of the [City/Commission] ("Utility Provider"), the following general utility service terms will apply to all customers as a matter of law and by agreement, which agreement may be provided in writing, but in any case will be deemed agreed to extent a customer begins or continues taking service after the effective date hereof:

1. Counterparts. All Service Terms related to utility service may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
2. No Third Party Benefit. Unless expressly otherwise provided, nothing in any Service Term will be construed to create any duty, obligation or liability of Utility Provider to any person not expressly made party thereto or beneficiary thereof.
3. Governing Law. The validity, interpretation and performance of Service Terms, and each of their provisions, will be governed by the laws of the State of Georgia without giving effect to principles of conflicts of law that would require the application of laws of another jurisdiction. The state court in which Utility Provider resides will have exclusive jurisdiction for the resolution of disputes under Service Terms.
4. Force Majeure. In the event that Utility Provider is unable, wholly or in part, by reason of force majeure to deliver the utility service sold under the Service Terms, then, on giving notice in full particulars of such force majeure, before the occurrence if practicable or, if not, then as soon as practicable after the occurrence of the cause relied on, the obligations of Utility Provider, so far as they are affected by such force majeure, will be suspended during the continuance of any inability so caused but for no longer period, and such cause will as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein means act of God; strikes, lock-outs, or other industrial disturbances; acts of public enemy, blockages, wars, insurrections, foreign or domestic terrorists or riots; epidemics; landslides, earthquakes, fires, storms, floods, or wash-outs, arrests, governmental restraint, civil disturbances; explosions; any other emergency creating conditions under which the Utility Provider's compliance with the Contract would become impossible or create a substantial financial burden upon the Utility Provider or its taxpayers and other causes beyond the reasonable control of a party.
5. Time of the Essence. Time is of the essence.
6. Non-Waiver. None of the provisions of the Service Terms will be considered waived by either party except when such waiver is given in writing. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of the Service

Terms or to take advantage of any of its rights hereunder will not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same will continue and remain in full force and effect.

7. Uniform Commercial Code. Utility commodities (e.g., electricity, gas or water) under the Service Terms will be considered a "good" governed by the Georgia Uniform Commercial Code.

8. Taxes. All taxes owed related to utility services provided by Utility Provider will be the obligation of, and paid by, the Customer.

9. Inflation/Deflation. As required by Georgia law, including without limitation O.C.G.A. Section 36-30-3(d), rates, fees, or other charges for all utility services subject to a contract with a term in excess of two years may be adjusted by Utility Provider in its sole discretion from time to time to account for inflationary or deflationary factors affecting the provision of utility services.

10. Forward Contract. All customers other than residential customers acknowledge and agree that utility services and the transactions contemplated hereby constitute "forward contracts" and that Utility Provider and such customer is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

11. Severability and Interpretation. If any provision of any Service Term is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions thereof as nearly as possible in accordance with applicable law.

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 **July 26, 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 Calhoun (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**" 2 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(c), below) (the “Interest Cure Payments”), and (iii) with reference to paragraph (h)(i) of this Section 7, full restoration of the Escrow Amount, unless and until the Authority exercises its rights pursuant to Section 7(h)(iii), 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(c), below), and the Authority shall have the right to recover from the Solar Participant any amount in default (including interest accrued thereon pursuant to Section 7(c), below). In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Solar Participant, and the Authority may, upon the occurrence of a Default and at the Authority’s discretion, cease and discontinue providing all or any portion of the Solar Participant’s Entitlement Share.

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(c). For purposes of this Contract, the “Contract Interest Rate” shall mean one hundred (100) basis points per annum plus the rate per annum equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published); provided that if at any time during the Term, the Wall Street Journal no longer

publishes a prime lending rate, the prime lending rate for purposes of the calculation of the Contract Interest Rate will be average of the prime interest rates which are announced, from time to time, by the three (3) largest banks (by assets) headquartered in the United States which publish a prime, base or reference rate.

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(b) 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(h)(i)(1) and/or this Section 7(h)(i)(3), 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(c), 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(h)(iii) of the Defaulting PPOP's Other PPC (which remedies are identical to the provisions set forth in Section 7(h)(iii) 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(c) of the Defaulting PPOP's Other PPC) after application of the remedies described in clause (i), 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 8(a) of its Other PPOP subsequent 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.

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

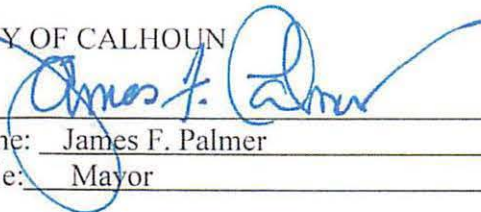
ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

[Solar Participant Signature is on the next page]

CITY OF CALHOUN

By: 
Name: James F. Palmer
Title: Mayor

ATTEST:

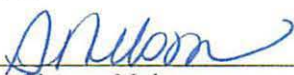
By: 
Name: Sharon Nelson
Title: City Clerk



EXHIBIT A
FORM OF SPPA

[Form of SPPA begins on the next page]

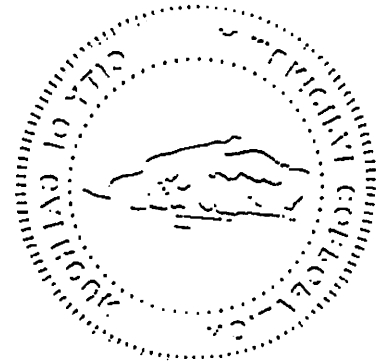


EXHIBIT B

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CALHOUN APPROVING AND AUTHORIZING THE EXECUTION OF A POWER PURCHASE CONTRACT BETWEEN CITY OF CALHOUN 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 City of Calhoun (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 Mayor and Council of the City of Calhoun 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 Mayor and Council of the City of Calhoun 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 Mayor and Council of the City of Calhoun 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 Mayor and Council of the City of Calhoun acknowledge receipt of the form of the SPPA to be executed by the Authority and Company.

5. Authorization to Execute PPC. The Mayor and Council of the City of Calhoun hereby authorizes the City of Calhoun 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 Mayor of the City of Calhoun is hereby authorized on behalf of the City of Calhoun to execute and deliver the PPC. The Mayor, with the advice of Counsel to the City of Calhoun, 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 City Clerk of the City of Calhoun is authorized to attest the execution by the Mayor of the PPC and to affix the seal of the City of Calhoun to such documents.

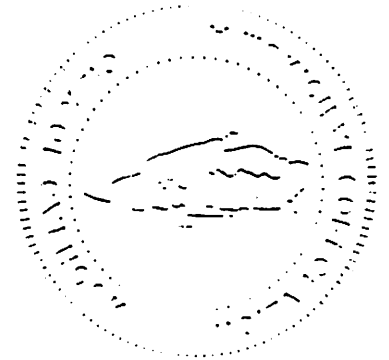
6. Further Authority. The Mayor and Council hereby authorizes, empowers and directs the Mayor and any necessary representatives of the City of Calhoun to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions and intent of this Resolution and the PPC.

1. Authorized Representative. The Mayor and Utilities Administrator of the City of Calhoun 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.

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

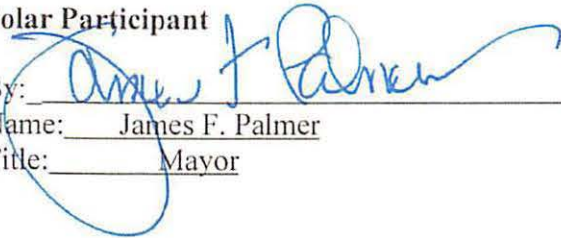
3. Effective Date. This Resolution (including the recitals first above written, which are hereby incorporated into this Resolution) shall take effect immediately upon its adoption; a copy of this Resolution may be filed in such offices as the undersigned or such development authority may elect to file 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 Mayor and Council of the City of Calhoun, held this 26th day of **July**, 2021.

Solar Participant

By: 
Name: James F. Palmer
Title: Mayor

ATTEST:

By: 
Name: Sharon Nelson
Title: City Clerk

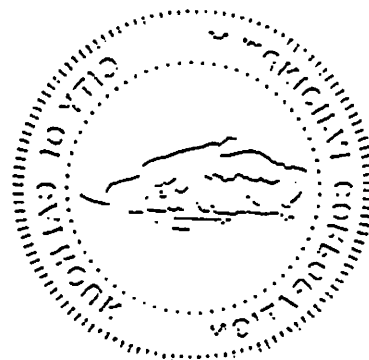
[SEAL]



EXHIBIT A

FORM OF PPC

[FORM ATTACHED]



CERTIFICATE OF CLERK

The undersigned, being the duly appointed, qualified, and acting Clerk of the City of Calhoun, **DOES HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on **July 26, 2021**, by the Mayor and Council of the City of Calhoun in a meeting duly called and assembled, after due and reasonable public notice was given in accordance with the procedures of the City of Calhoun 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 Mayor and Council of the City of Calhoun, which are in my custody and control.

I do hereby further certify that all members of the Mayor and Council 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": George Crowley, Ray Denmon, Al Edwards _____ ;

The following voted "Nay": _____ ;

The following Did Not Vote: James F. Palmer _____ ;

WITNESS my hand and the official seal of the City of Calhoun, this 26th day of July, 2021.



Clerk

