



**CITY COUNCIL MEETING
JULY 24, 2017- 7:00 PM
109 SOUTH KING STREET
DEPOT COMMUNITY ROOM**

MINUTES

PRESENT: James F. Palmer, Mayor
Matt Barton, Mayor Pro Tem
David Hammond, Councilman
Al Edwards, Councilman (arrived at 7:07 p.m.)

ABSENT: Jackie Palazzolo, Councilwoman

ALSO: Eddie Peterson, City Administrator; Paul Worley, Assistant City Administrator; Sharon Nelson, City Clerk; George Govignon, City Attorney; Jeff Defoor, Director of Electric Utilities; Garry Moss, Police Chief; Lenny Nesbitt, Fire Chief; Jerry Crawford, Director of Water & Wastewater, and Larry Vickery, City Planner.

1. Council Meeting Called to Order

Welcome

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

Invocation

Mayor Palmer 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

Mayor Pro Tem Barton made a motion to approve the July 24, 2017, agenda as presented. Councilman Hammond gave a second with all voting aye. Motion approved.

4. Amendment or Approval of Minutes

Councilman Hammond made a motion to approve the regular minutes of the July 17, 2017, City Council meeting. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.

5. **Mayor's Comments**

- A. Mayor Palmer announced that qualifying for the municipal general election will be held at City Hall, located at 226 South Wall Street, beginning at 8:30am on Monday, August 21, 2017 and ending at 4:30pm on Friday, August 25, 2017. The general election will be held on Tuesday November 7, 2017. The positions that are up for election are:
- i. **Calhoun City Council Post #3**- Matt Barton, incumbent-Qualifying Fee \$252.00
 - ii. **Calhoun City Council Post #4**- David Hammond, incumbent-Qualifying Fee \$252.00
 - iii. **Calhoun City School Board Post #1**-Alvin Long, incumbent-Qualifying Fee \$1.00
 - iv. **Calhoun City School Board Post #2**-Rhoda Washington, incumbent-Qualifying Fee \$1.00
 - v. **Calhoun City School Board Post #3**-David Scoggins, incumbent-Qualifying Fee \$1.00
- B. Mayor Palmer and Councilman Hammond announced that there would also be a non-binding vote on the ballot this November regarding term limits, as well as a non-binding vote pertaining to extending the Council by two members, from four to six.
- C. Mayor Palmer announced that there would also be a SPLOST vote on this year's ballot, stating that the SPLOST is a City/County joint effort with monies going to Gordon County and the majority of the Cities within Gordon County. The monies received will be used to fund capital projects, including continuation of the Peters Street project, numerous recreation projects, and other projects which will be listed on the ballot.
- D. Mayor Palmer encouraged everyone to vote on these important issues.

6. **Council Comments**

None

7. **Public Hearing and Comments**

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.

- Mayor Palmer announced the public hearing of an ordinance to amend, strike or change certain articles, divisions and sections of Chapter 14, Animals, to provide

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the public with confidence in their individual safety, as well as, the human and ethical treatment of certain classifications of animals either owned or possessed by municipal residents, or otherwise found or located within the city limits.

- Mayor Palmer opened the public hearing and asked City Attorney Govignon if he wished to speak on the matter.
- Mr. Govignon stated that the ordinance has three general purposes: (1) to allow the ability to enforce more situations pertaining to animal cruelty; (2) to allow enforcement of leash laws pertaining to all animals, including those from adjacent areas such as Gordon county, who currently does not have a leash law; and, (3) to provide a better enforcement system, including fines and procedures. Mr. Govignon stated the current fine structure is not sufficient to cover the costs of settling the fines (*Councilman Edwards arrived at the Council meeting at 7:07 p.m.*).
- Mayor Palmer called for any questions from Council members pertaining to the ordinance. Councilman Hammond stated that the City of Calhoun is as close to a no-kill shelter as any community can get. He commended the Animal Control department for their efforts in achieving this status.
- Mayor Palmer called for additional questions or comments from those in attendance. There being none, Mayor Palmer closed the public hearing and called for a motion on the ordinance.

Mayor Pro Tem Barton made a motion to approve the ordinance as presented. Councilman Edwards gave a second with all voting aye. Motion approved.

8. Old Business

A. Variance Request – LIDL US Operations, LLC

Mayor Palmer gave the second reading of a building set back variance request of 15 feet, to reduce the minimum square footage from 30 feet to 15 feet, at a location of GC56-229, at Erwin Street and South Wall Street, by LIDL US Operations, LLC. The Zoning Advisory Board meeting is scheduled for August 10, 2017.

B. Rivers to Ridge Master Plan

Mayor Palmer gave the second reading of the Rivers to Ridge Trail Master Plan (Plan) stating that this was an opportunity to approve the Plan. The Master Plan and implementation strategy is a joint venture with the City and Gordon County, through grant funding from the Appalachian Regional Commission. Mayor Palmer stated that everyone had attended meetings and received a book pertaining to the Plan. He stated that Gordon County had approved the plan at their last meeting.

Councilman Hammond stated that the Plan is available on the City website, giving details of the affected areas within the City, and noting that the Plan would be a huge benefit to our community.

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Councilman Hammond made a motion to move forward with the Rivers to Ridge Trail Master Plan. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.

9. **New Business**

A. **Recreation Commission Appointment**

Mayor Palmer stated that the Recreation Commission is recommending Julie Jones for consideration as a commission member for a term of six years, expiring June 30, 2022, to replace Scott Fletcher whose term expired on June 30, 2017.

Mayor Pro Tem Barton made a motion to approve the recommendation as presented. Councilman Edwards gave a second with all voting aye. Motion approved.

B. **School Resource Officer Agreement**

Mayor Palmer called for a motion regarding a School Resource Officer Agreement between the City of Calhoun and the Calhoun City Schools, stating that this would be a formal agreement based on services already being provided by the City of Calhoun Police Department.

Mayor Pro Tem Barton made a motion to approve the agreement as presented. Councilman Edwards gave a second with all voting aye. Motion approved.

C. **Parade Permit Request – Gordon Central Homecoming Parade**

Mayor Palmer called for a motion regarding a parade request on the traditional route for the Gordon Central High School Homecoming Parade on Thursday, September 7th starting at 7:00 p.m., subject to GDOT approval.

Councilman Hammond made a motion to approve the parade request. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.

D. **Intergovernmental Agreement – Pickens County Water Distribution**

Mayor Palmer stated that the Assistant City Administrator and the Water & Sewer Director have been working with Pickens County on a proposed change to the Intergovernmental Agreement for Water Distribution between the City of Calhoun and Pickens County, changing the minimum of 0.5 MGD to 0.4 MGD, and increasing the cost per thousand gallons from the current \$1.60 per thousand gallons to \$1.72 per thousand gallons.

Paul Worley, Assistant City Administrator, stated that this was one of our oldest wholesale accounts, being in place since 2002. He noted that Pickens County has some infrastructure issues on their end that doesn't allow the capability of accepting the 500,000 as they had planned. The new agreement will allow them to meet their needs while keeping the current revenue. Mr. Worley stated that Calhoun has ample amounts of water available to sell and we are happy to continue that relationship and be able to provide the water to our neighboring county.

Streamed Live: <https://www.youtube.com/watch?v=3En0A0d6k1Y>

Mayor Pro Tem Barton made a motion to approve the Intergovernmental Agreement as presented. Councilman Hammond gave a second with all voting aye. Motion approved.

E. Calhoun Utility Rate Resolution

Mayor Palmer stated there was an opportunity to update the Calhoun Utility Rate Resolution concerning electric rates. The change is a proposed reduction in the large industrial rate class of energy charges over 500 Hours use demand. The effective date would be August 1, 2017. Mayor Palmer gave the floor to Mr. Worley to discuss the Resolution.

Mr. Worley stated that Larry Vickery, City Planner, Jeff Defoor, Electric Department Director, and he had met with local industries to discuss Calhoun's electric rates. The resolution is a result of that meeting. He stated they were asked to look at the high use demand category, which is most important to the electrical system. Their around the clock use of energy helps keep prices lower for our residential customers as well as some commercial customers. Because they use the energy in some of the off-peak hours we are able to provide them with the energy at a cheaper cost. This is one of the mechanisms that allows us to partner with our local industries to help pass some of those savings on to them, helping them to be more competitive. In turn, we hope it will encourage good habits of utilizing the energy in that block around the clock.

Councilman Hammond made a motion to approve the updated Calhoun Utility Rate Resolution. Councilman Edwards gave a second with all voting aye. Motion approved.

10. Other Written Items Not on the Agenda

None

11. Work Reports

Eddie Peterson, City Administrator stated that both of the cash accounts for the General Fund and the Utilities Funds are strong. We continue to have a \$200K overage in our Revolving Loan Fund that needs to be loaned in order to comply with the requirement of no more than 30% of the total assets remaining in cash. We met with the Butler Group on Friday and we may be able to use some of these funds to provide a loan to them. They were given some concessions in some other areas too, but these monies have to be loaned before the September deadline, or the monies will go back to the State. This has been a good program for more than 25 years, creating a lot of jobs and businesses in the City of Calhoun.

Councilman Hammond made a motion to approve the cash reports as presented. Councilman Edwards gave a second with all voting aye. Motion approved.

12. Motion to Move to Executive Session

Mr. Govignon stated there was no need to move to executive session; however, prior to the meeting he had circulated an email to Council members providing a bullet point memo on the Walker case. A new preliminary judgment on the case came out in June. Because of the situation the Notice of Appeal had to be filed prior to discussing the matter in executive

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session. He stated he was working with the team and the carrier to see if we can limit our costs at this time. The biggest thing now is the 24 hour requirement. This is something that is brand new; it was never there before, and is not required by Georgia law. Mr. Govignon asked Council members to contact him should they have any questions.

Mr. Govignon informed Council members that a motion had been filed for a judgment on the pleadings in the North Georgia EMC case. The response pleadings have already admitted that there is no termination date to the current territorial agreement, which we feel affects the validity. This was filed on or about June 29th and we should hear something the first week in August. He stated he would update Council members when a hearing date is set, as he was sure there would be oral arguments.

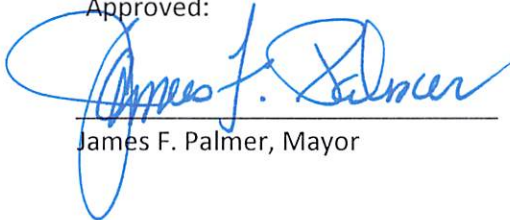
13. **Motion to Return to General Session**

None needed

14. **Motion to Adjourn**

Councilman Hammond made a motion to adjourn. Mayor Pro Tem Barton gave a second with all voting aye. Motion approved.

Approved:



James F. Palmer, Mayor

Submitted:



Sharon Nelson, CMC, City Clerk

School Resource Officer Agreement

This agreement, made and entered into this 24th day of July, 2017 by and between the City of Calhoun, Georgia, a municipal corporation and the Calhoun City Schools, in consideration of the mutual promises made herein as follows:

For the period of July 1, 2017, through June 30, 2018, The Calhoun Police Department agrees to provide a sworn, P.O.S.T. Certified Officer(s) to the Calhoun City School System to perform the duties of a School Resource Officer for the entirety of the school year. Said Police Officer(s) shall be jointly responsible to the Principal(s) of the assigned school(s) and the Chief of Police. The selection of such Police Officer(s) will be as mutually agreed upon by the Principal(s) of said school(s) and the Chief of Police. The Officer(s) assigned may be immediately reassigned upon the request of either the Principal(s) or the Chief of Police. The officer(s) may be required to perform such duties at the assigned school as the Principal may designate that are consistent with the job description of a School Resource Officer. Conflicts in this area will be resolved by the Chief of Police and the Principal(s) or if a resolution is not possible then by the City Administrator and the School Superintendent. This agreement may be terminated by either party with a 60 day written notice prior to the proposed termination date.

It is further agreed that the designated officer(s) will remain an employee of the City of Calhoun with all rights, benefits and privileges thereto. Also, the officer(s) will return to duty at the Calhoun Police Department during holiday breaks, summer breaks, and all other non-school days. The School System agrees to pay an amount equal to 50% of the officer(s) salary and benefits, 100% of all school related overtime pay expenses, plus 50% of other related expenditures. The City of Calhoun shall invoice the School System on a quarterly basis. Any training costs necessitated by this assignment will be borne equally by the School System and the City of Calhoun.

City of Calhoun, Georgia

By: 

Date: 7-25-17

Attest:


City Clerk

Date: 7/25/17

Calhoun City School System

By: 

Title: Superintendent

Date: 8/2/17

INTERGOVERNMENTAL AGREEMENT FOR WATER DISTRIBUTION
BETWEEN THE CITY OF CALHOUN AND PICKENS COUNTY

Gordon County, State of Georgia

THIS AGREEMENT, made and entered into this 1st day of August, 2017, by and between THE CITY OF CALHOUN, a Municipal Corporation and political subdivision of the State of Georgia, as Party of the First Part, hereinafter designated as "Calhoun", and Pickens County, a county government and political subdivision of the State of Georgia, as Party of the Second Part, hereinafter designated as "Pickens County", witnesseth:

RECITALS

- A. WHEREAS Calhoun owns and operates a water supply and distribution system in Calhoun and in part of adjacent Gordon County; and
- B. WHEREAS Pickens County owns and operates a water distribution system in Pickens County; and
- C. WHEREAS Pickens County has need for an additional source of potable water for distribution in portion of Pickens County; and
- D. WHEREAS Calhoun has determined that it has a sufficient municipal water system together with capacity to treat the water; and
- E. WHEREAS Calhoun is willing to extend a transmission main to a point determined by both parties, and to provide a metered interconnection to the Pickens County distribution system; and
- F. WHEREAS said interconnection has long term benefits to both water systems; and
- G. WHEREAS it is the intent of both parties that Pickens County will purchase sufficient quantity of water each quarter to enable Calhoun to pay reasonable pumping, treatment and maintenance costs and for any infrastructure required for the transfer of said water.
- H. WHEREAS for the reasons hereinbefore set forth, Pickens County desires to contract with Calhoun for the purchase of water for supplying to its present customers and any future customers through the Pickens County water system to be operated exclusively by Pickens County; its heirs, assigns or successors as hereinafter provided; and

- I. WHEREAS Calhoun, because of its resources and facilities, is willing to enter into this agreement to furnish water to Pickens County under the terms and conditions hereinafter provided, and under the authority of and in accordance with Article IX, Section III, Paragraph I of the Constitution for the State of Georgia of 1983.

NOW, THEREFORE, for and in consideration of the mutual covenants and provisions as hereinafter provided, the parties hereto mutually agree as follows:

ITEM ONE

Calhoun shall at its own expense construct, operate and maintain improvements to its supply, pumping, treatment, and distribution system necessary to comply with the terms of this agreement, said distribution improvements being lines sufficient in diameter.

ITEM TWO

- A. Calhoun shall, upon completion of said improvements, furnish water to Pickens County at point determined by both parties, not less than forty-one hundredths of one million gallons per day (.4MGD) on a monthly average and not more than one million gallons (1MGD) on the maximum day. Calhoun shall endeavor to provide a minimum residual pressure not less than fifty pounds per square inch (50psi) at the elevation of 850' N.G.V.D. Calhoun may, at its sole discretion, furnish water in amounts greater than 1 MGD monthly average and up to 1.5 MGD maximum day, if requested by Pickens County.
- B. Pickens County shall purchase and shall pay for, in accordance with Item Four, irrespective of the amount purchased per quarter, an amount of water from Calhoun equal to at least a minimum of forty-one hundredths of one million gallons per day (.4 MGD). This required minimum purchase by Pickens County shall be computed by averaging the daily amount supplied for each billing quarter for the initial term of this agreement.

ITEM THREE

Calhoun shall furnish, operate and maintain necessary and adequate metering equipment at the point of interconnection and shall calibrate such metering equipment whenever requested by Pickens County, but not more often than once every twelve (12) months. Pickens County, in order to monitor its use requirement as set out in Item Two, B., shall have unimpeded access to read Calhoun's meters at least one (1) time per week during the term of this agreement. In exercise of this access, Pickens County will notify by phone Calhoun at least two (2) hours prior to the time Pickens County will read the said meter, and Calhoun at its option may be present at said reading; however, failure of Calhoun to be present will not delay the timely exercise by Pickens County of this meter reading, provided actual contact by phone was made to the appropriate Calhoun official.

ITEM FOUR

Pickens County agrees to pay \$1.72 per 1000 gallons for water furnished by Calhoun.

ITEM FIVE

- A. Calhoun for each billing quarter during the term of this agreement shall read the meter on the fifteenth (15) day of the last month of that billing quarter and shall forthwith forward its invoice for that quarter's usage to Pickens County, which due date for said invoice is to be the first (1st) day of the first month of the next billing quarter.
- B. If Pickens County does not pay said quarterly invoice from Calhoun for its usage within fifteen (15) days after said due date as provided hereinbefore, Pickens County shall pay in addition to said invoice amount the sum equal to five percent (5%) of said invoice amount as a late charge. Calhoun shall be entitled to interrupt the flow of water upon non-payment.

ITEM SIX

- A. The service area lying east of U.S. Highway 411, being above elevation 850 feet, and herein called the Ryo Community, becomes the service area of Pickens County. Pickens County agrees not to charge rates to customers in this area, that are higher than its rates for similar type customers in unincorporated Pickens County.

ITEM SEVEN

TERMS OF CONTRACT

- A. This agreement shall be for a period from that date on which water is first made available to Pickens County at the point of connection and shall end
July, 31, 2021.
- B. This agreement may be renewed or extended for an additional four (4) year term at the sole discretion of Pickens County, provided that:
1. The rate to be paid by Pickens County to Calhoun for water delivered during the second four (4) year term shall be set at a minimum of 10% below the rate for Industrial customers in unincorporated Gordon County as set forth by Calhoun at the time of renewal.

2. Pickens County in the exercise of its option to renew said agreement for an additional four (4) year period shall give notice in writing to Calhoun by hand delivery to the City of Calhoun Director of Utilities no later than forty-five (45) days before the expiration date of the initial term of this agreement or by certified mail/return receipt requested, to same official at that address, and if done by mailing, said postmark date shall be on or before the deadline as hereinbefore set forth. Calhoun shall upon receipt of said notice to renew by Pickens County forward to Pickens County in writing all terms to be modified if renewal is to be effective within thirty (30) days from receipt of said notice from Pickens County. Said notice of terms of modification by Calhoun to be effective must be delivered to the Clerk of Pickens County at the Courthouse by hand delivery or by certified mail/return receipt requested, postmarked on or before said deadline. The failure of Pickens County to timely respond shall result in this agreement remaining in effect by continuing on a month to month basis from termination date until such time as a renewal agreement is consummated by the parties or upon the expiration of 18 months from the termination date of this agreement, whichever event shall first occur.

ITEM EIGHT

MISCELLANEOUS PROVISIONS

- A. The parties agree that this contract shall and all undertakings and obligations herein contained shall not be deemed to constitute a debt of either of the parties hereunder or a pledge of the faith and credit of either party, and neither party shall have the right to compel and exercise of the taxing power of the respective subdivisions to perform any of the terms hereof or to pay any sums due hereunder, and neither party shall be subject to any pecuniary liability hereunder in connection with payment of water furnished except to the extent of funds available which have been produced by the water system.
- B. The failure to comply with the provisions of the contract by either party shall, at the option of the party, terminate this agreement.

- C. Calhoun will reasonably attempt to operate and maintain its system at all times in an efficient manner and will take such reasonable action in good faith as is necessary to furnish Pickens County with the quantities of water which are agreed to between the parties under this contract. At the sole discretion of the City of Calhoun, in the event of an extended shortage of water, or if the supply of water available to Calhoun is otherwise diminished over an extended period of time, the supply of water to Pickens County shall be reduced or diminished in the same ratio or proportion as the supply to Calhoun's other customers is reduced or diminished. In the event that Calhoun experiences a shortage of water in Calhoun and/or receives a Georgia Environmental Protection Division (EPD) emergency order specifying that emergency measures be taken in response to a drought related water shortage, Pickens County will be notified of the water shortage or EPD order and required to reduce water purchases by immediate implementation of its own Emergency Water Shortage/Drought Contingency Plan at the plan step appropriate to the shortage stated in the notice, or mandated by EPD. Should an EPD order mandate delivering of less than .4MGD to Pickens County and be in effect for more than 60 days, at the request of Pickens County, provided no EPD restriction is in effect that would be applicable, and at either the termination of this Agreement or during the course of any renewal term, Calhoun shall either (1) supply a quantity of water to Pickens County equal to the total amount of any difference between the minimum payment of ITEM TWO-B and the amount actually supplied to Pickens County or (2) grant a credit on any quarterly billing submitted to Pickens County during said renewal term. Nothing contained in this paragraph or any other paragraph of this contract shall be construed to impose any liability, civil or otherwise, on Calhoun for any failure of pressure at point of connection or any interruption of service.
- D. Any amendment, modification, or alteration of the terms hereof shall not be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
- E. All provisions, sections, agreements, and covenants contained herein are severable, and in the event that any of them shall be held to be invalid by any competent Court, this contract shall be interpreted as if such invalid provisions, sections, agreements or covenants were not contained herein.

F. It is agreed by the parties hereto that this contract shall be governed by the laws of the State of Georgia.

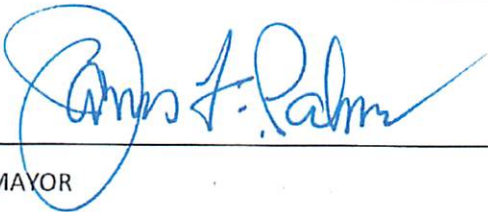
IN WITNESS WHEREOF, the parties have, by and through their respective duly authorized officer, hereunto and unto a duplicate original set their respective signatures and seals, the day and year first above written.

PICKENS COUNTY

BY:  _____ (seal)
COMMISSION CHAIR

ATTEST:  _____
CLERK, PICKENS COUNTY

THE CITY OF CALHOUN

BY:  _____
MAYOR

ATTEST:  _____
CLERK, CITY OF CALHOUN



**CITY OF CALHOUN UTILITIES
CALHOUN, GEORGIA**



RATE RESOLUTION

WHEREAS, the Code of Ordinances of the City of Calhoun, Georgia require utility rates, deposits and associated fees be maintained on file in the office of Calhoun Utilities; and

WHEREAS, the Mayor and Council of the City of Calhoun, Georgia have authorized amendments to water and sewer rates to fund new debt service, operating cost, a portion of capital costs, and to address drought conditions;

NOW, THEREFORE, BE IT RESOLVED, the water, power, sewer, and other service rates, deposits and fees shall be as follows, effective August 1, 2017 (unless otherwise designated:)

**Electric Rates
Effective for Bill Rendered
On or After July 1, 2006**

**RESIDENTIAL SERVICE
Schedule RP-2**

Availability: Available in all areas served by the City of Calhoun (the “City”) and subject to the City’s service rules and regulations.

Applicability: For all domestic uses of a Residential Customer in a separately metered single or common family dwelling unit.

Type of Service: Power normally supplied under this rate shall be 120/240 volts, single phase, 60 hertz. Three-phase service may be furnished, where available.

Monthly Rate:

POWER SUPPLY CHARGES	RATE
Transmission Charge	0.5¢ per kWh
Generation Charge: All kWh	6.4¢ per kWh

DISTRIBUTION AND ADMINISTRATIVE CHARGES	RATE
Customer Charge	\$10.00
Energy Charge	1.5¢ per kWh

Minimum Monthly Bill: \$10.00

Senior Citizen Discount: The Customer Charge shown above will be **reduced to \$5.00 for qualifying residents of age 65 and above who use less than 1,000 kWh per month.** To successfully apply for this discount, the senior citizen must have a twelve (12) month electricity billing history with the City of Calhoun and must have an excellent payment record.

Power Cost Recovery (PCR): The amount calculated at the above rate will be increased under the provisions of the effective Power Cost Recovery Rider, including any applicable adjustments.

Revenue Adjustments: The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Revenue Adjustment Rider.

Multiple Service: Where two or more dwelling units are served through a common meter, the monthly Customer Charge will be increased by \$10.00 for each additional separate dwelling unit served. Multiple services sharing a single meter must have prior approval from the City of Calhoun Electric System.

SMALL GENERAL SERVICE – NON-DEMAND
Schedule SGSND-2

Availability: Available in all areas served by the City of Calhoun and subject to the City’s service rules and regulations.

Applicability: This rate is applicable to all non-residential customers delivered or compensated to one standard voltage and where monthly energy consumption must average **less than 5,000 kilowatt hours**. The excess facilities charge rider may also be applied at the discretion of the City.

Type Of Service: Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

POWER SUPPLY CHARGES	RATE
Transmission Charge	0.5¢ per kWh
Generation Charge: First 3,000 kWh	11.0¢ per kWh
Generation Charge: All additional kWh	10.0¢ per kWh

DISTRIBUTION AND ADMINISTRATIVE CHARGES	RATE
Base Charge	\$15.00
Energy Charge	1.0¢ per kWh

Minimum Monthly Bill: \$15.00 per meter plus the Monthly Facilities Charge, if any.

Power Cost Recovery (PCR): The amount calculated at the above rate will be increased under the provisions of the effective Power Cost Recovery Rider, including any applicable adjustments.

Revenue Adjustments: The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Revenue Adjustment Rider.

SMALL POWER SERVICE
Schedule SP-2

Availability: Available in all areas served by the City of Calhoun and subject to the City’s service rules and regulations.

Applicability: This rate is applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

1. Billing demand for the current month and the preceding 11 months must be **less than 30 kilowatts** as defined in the Determination of Billing Demand section of this tariff.
2. Average monthly energy consumption shall be **greater than or equal to 5,000 kilowatt hours** based on the most recent 12 months' data, where available.
3. In the event that average monthly energy consumption becomes permanently less than 5,000 kWh, the customer may switch to the appropriate tariff following 12 months of service on this rate.
4. In the event that the Billing Demand becomes greater than or equal to 30 kilowatts, the customer may be switched to the appropriate tariff.

Type Of Service: Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

POWER SUPPLY CHARGES		RATE
Transmission Charge		\$1.00 per kW
Generation Charges	All consumption (kWh) not greater than 200 hours times the billing demand	10.6¢ per kWh
	All consumption (kWh) in excess of 200 hours and not greater than 400 hours times the billing demand	4.4¢ per kWh
	All consumption (kWh) in excess of 400 hours times the billing demand	4.0¢ per kWh

DISTRIBUTION AND ADMINISTRATIVE CHARGE		RATE
Base Charge		\$30.00
Demand Charge		\$1.25 per kW

Minimum Monthly Bill: \$30.00 per meter plus \$8.00 per kW of the billing demand which is in excess of 10 kW.

Power Cost Recovery (PCR): The amount calculated at the above rate will be increased under the provisions of the effective Power Cost Recovery Rider, including any applicable adjustments.

Revenue Adjustments: The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Revenue Adjustment Rider.

Determination of Billing Demand: The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the billing months of **June** through **September**, the Billing Demand shall be the highest of:

1. The current actual demand, or,
2. Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September), or,
3. Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the billing months of **October** through **May**, the Billing Demand shall be the highest of:

1. Ninety-Five percent (95%) of the highest summer month (June through September), or,

2. Sixty percent (60%) of the highest winter month (October through May), including the current month, or,
3. In the circumstance where a customer does not have a twelve-month billing history with the City of Calhoun, the billing demand for the billing months of October through May shall be the current month's actual demand or 95% of the highest previous demand, whichever is greater.

However, in no case shall the Billing Demand be less than the greatest of:

1. The Contract Minimum Demand;
2. Fifty-percent (50%) of the contract capacity; or,
3. 5 kW.

Determination of Reactive Demand (KVAR): The metering system described above is capable of measuring reactive demand, defined as the highest 30-minute KVAR imposed on the electric system during the billing month. Excess reactive demand is defined as the KVAR exceeding one-third (33.33%) of the highest measured thirty minute KW demand. The City of Calhoun, at its option, may assess an excess reactive demand charge of **\$0.30 per excess KVAR**.

MEDIUM POWER SERVICE
Schedule MP-2

Availability: Available in all areas served by the City of Calhoun and subject to the City's service rules and regulations.

Applicability: This rate is applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

1. Billing demand for the current month and the preceding 11 months must be **greater than or equal to 30 kilowatts and less than 500 kilowatts** as defined in the Determination of Billing Demand section of this tariff.
2. In the event that Billing Demand becomes permanently less than 30 kW, the customer may switch to the appropriate tariff following 12 months of service on this rate.
3. In the event that the Billing Demand becomes greater than or equal to 30 kilowatts, the customer may be switched to the appropriate tariff.

Type Of Service: Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

POWER SUPPLY CHARGES			RATE
Transmission Charge			\$1.10 per kW
Generation Charges	All consumption (kWh) not greater than 200 hours times the billing demand	First 6,000 kWh	10.0¢ per kWh
		Over 6,000 kWh	9.0¢ per kWh
	All consumption (kWh) in excess of 200 hours and not greater than 400 hours times the billing demand		4.4¢ per kWh
	All consumption (kWh) in excess of 400 hours times the billing demand		4.0¢ per kWh
DISTRIBUTION AND ADMINISTRATIVE CHARGE			RATE
Customer Charge			\$60.00
Demand Charge			\$1.40 per kW

Minimum Monthly Bill: \$60.00 per meter plus \$8.00 per kW of the billing demand which is in excess of 30 kW.

Power Cost Recovery (PCR): The amount calculated at the above rate will be increased under the provisions of the effective Power Cost Recovery Rider, including any applicable adjustments.

Revenue Adjustments: The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Revenue Adjustment Rider.

Determination of Billing Demand: The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the billing months of **June** through **September**, the Billing Demand shall be the highest of:

1. The current actual demand, or,
2. Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September), or,
3. Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the billing months of **October** through **May**, the Billing Demand shall be the highest of:

1. Ninety-Five percent (95%) of the highest summer month (June through September), or,
2. Sixty percent (60%) of the highest winter month (October through May), including the current month, or,
3. In the circumstance where a customer does not have a twelve-month billing history with the City of Calhoun, the billing demand for the billing months of October through May shall be the current month's actual demand or 95% of the highest previous demand, whichever is greater.

However, in no case shall the Billing Demand be less than the greater of:

1. The Contract Minimum Demand;
2. Fifty-percent (50%) of the contract capacity; or,
3. 25 kW.

Determination of Reactive Demand (KVAR): The metering system described above is capable of measuring reactive demand, defined as the highest 30-minute KVAR imposed on the electric system during the billing month. Excess reactive demand is defined as the KVAR exceeding one-third (33.33%) of the highest measured thirty-minute KW demand. The City of Calhoun, at it's option, may assess an excess reactive demand charge of **\$0.30 per excess KVAR**.

LARGE POWER SERVICE
Schedule LP -2

Availability: Available in all areas served by the City of Calhoun and subject to the City’s service rules and regulations.

Applicability: This rate is applicable to all commercial or industrial electric service which is delivered or compensated to one standard voltage and where the following criteria are met:

1. Billing demand for the current month and the preceding 11 months must be **greater than or equal to 500 kilowatts and less than 5,000 kilowatts** as defined in the Determination of Billing Demand section of this tariff.
2. In the event that Billing Demand becomes permanently less than 500 kW, the customer may switch to the appropriate tariff following 12 months of service on this rate.
3. In the event that the Billing Demand becomes greater than or equal to 30 kilowatts, the customer may be switched to the appropriate tariff.

Type of Service: Single or three-phase, sixty (60) hertz, at a standard voltage.

MONTHLY RATE:

POWER SUPPLY CHARGES		RATE	
Transmission Charge		\$1.40 per kW	
Generation Charges	All consumption (kWh) not greater than 200 hours times the billing demand	First 100,000 kWh	8.8¢ per kWh
		Over 100,000 kWh	7.8¢ per kWh
	All consumption (kWh) in excess of 200 hours and not greater than 400 hours times the billing demand		4.4¢ per kWh
	All consumption (kWh) in excess of 400 hours and not greater than 600 hours times the billing demand		4.0¢ per kWh
All consumption (kWh) in excess of 600 hours times the billing demand		3.75¢ per kWh	

DISTRIBUTION AND ADMINISTRATIVE CHARGE		RATE
Customer Charge		\$100.00
Demand Charge		\$1.60 per kW

Minimum Monthly Bill: \$100.00 per meter plus \$8.00 per kW of the billing demand.

Power Cost Recovery (PCR): The amount calculated at the above rate will be increased under the provisions of the effective Power Cost Recovery Rider, including any applicable adjustments.

Revenue Adjustments: The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Revenue Adjustment Rider.

Determination of Billing Demand: The maximum billing demand shall be based on the highest thirty-minute kW measurement during the current month and the preceding eleven (11) months.

For the billing months of **June** through **September**, the Billing Demand shall be the highest of:

1. The current actual demand, or,
2. Ninety-Five percent (95%) of the highest actual demand occurring in any previous applicable summer month (June through September), or,
3. Sixty percent (60%) of the highest actual demand occurring in any previous applicable winter month (October through May).

For the billing months of **October** through **May**, the Billing Demand shall be the highest of:

1. Ninety-Five percent (95%) of the highest summer month (June through September), or,
2. Sixty percent (60%) of the highest winter month (October through May), including the current month, or,
3. In the circumstance where a customer does not have a twelve-month billing history with the City of Calhoun, the billing demand for the billing months of October through May shall be the current month's actual demand or 95% of the highest previous demand, whichever is greater.

However, in no case shall the Billing Demand be less than the greater of:

1. The Contract Minimum Demand;
2. Fifty-percent (50%) of the contract capacity; or,
3. 475 kW.

Determination of Reactive Demand (KVAR): The metering system described above is capable of measuring reactive demand, defined as the highest 30-minute KVAR imposed on the electric system during the billing month. Excess reactive demand is defined as the KVAR exceeding one-third (33.33%) of the highest measured thirty-minute KW demand. The City of Calhoun, at its option, may assess an excess reactive demand charge of **\$0.30 per excess KVAR**.

LARGE INDUSTRIAL RATE **Schedule IND-1 Class 65**

Availability: This rate schedule is available to retail customers throughout the service area of the City of Calhoun (the "city") and meeting the requirements of the Applicability Section herein. This service is available only at the delivery point of a specific, qualifying retail customer and is not available for resale from one retail customer to another. Service hereunder may be discontinued if, in the opinion of the city, the customer violates the terms and conditions of this rate schedule.

Applicability: At the city's sole discretion, this rate schedule may apply to any new or existing industrial customer added to the city's electrical system and having a metered demand of at least 5,000 kW. A minimum one-year contract is required to commence service under this rate schedule and is renewable annually thereafter unless otherwise contractually specified by the city. Service under this rate schedule may be terminated and transferred to the city's applicable rate schedule if, in the opinion of the city, the character of service does not meet the criteria herein.

Type of Service: Service under this rate schedule is firm and shall consist of alternating, three-phase, 60-hertz current at standard available voltage, delivered to one or more consolidated metering points and compensated to those voltages.

Metering: The method of service will utilize a dedicated watt-hour meter provided and read by the city. At the discretion of the city, metering costs associated with this service may be assessed to a new customer initially as a single charge.

MONTHLY RATE:

DISTRIBUTION AND ADMINISTRATIVE CHARGE	RATE
Customer Charge	\$500.00
Transmission Demand Charge	\$1.50 per kW of maximum monthly metered demand in kW

ENERGY CHARGES	RATE
First 160,000 kWh	9.0¢ per kWh
All over 160,000 kWh	7.0¢ per kWh
Next 300 HUD	4.2¢ per kWh
Over 500 HUD	3.0¢ per kWh

Power Cost Recovery Rider: The amount calculated above shall be increased in accordance with the city's currently applicable power cost recovery rider or its replacement.

Revenue Adjustments: The amount calculated at the above rate is subject to increase or decrease under the provisions of the effective Revenue Adjustment Rider.

Determination of Reactive Demand: Where there is an indication of a power factor of less than 95% lagging, the City may, at its option, install metering equipment to measure Reactive Demand. The Reactive Demand will be the highest 30-minute KVAR measured during the month. The Excess Reactive Demand will be the KVAR, which is in excess of one-third (1/3) of the measured actual KW in the current month. The City will bill excess KVAR at the rate of \$.30 per excess KVAR.

Facility Charge: A monthly charge to recover the costs of facilities required to serve the retail customer may be assessed by the city.

Monthly Bill: The monthly bill shall be the sum of the following charges where applicable: customer, metering, transmission demand, energy, power cost adjustment, facility, reactive demand and applicable taxes.

Minimum Monthly Bill: The total amount of any monthly bill shall not be less than the sum of the customer charge and applicable charges for transmission demand, facilities and taxes.

Terms of Service: The rates, terms and conditions of this rate schedule are subject to periodic review and modification as deemed necessary by the City.

Effective Date: Service rendered on and after January 1, 2002.

POWER COST RECOVERY RIDER
Schedule PCR-2

The amount charged for each kilowatt hour (kWh) of energy sold by the City under rate schedules which include the Power Cost Recovery Schedule shall be increased (but not decreased) by an amount equal to:

$$PCR = ((MS+SS+OS) / ((1-L) *K)) -F$$

Where: PCR Monthly Power Cost Recovery in \$/ kWh to five (5) significant digits, \$0.00000. PCR must be greater than or equal to \$0.00000.

MS the total dollar amount billed by the Municipal Electric Authority of Georgia (MEAG) for the most recent monthly billing period adjusted as follows:

1. Add an amount not to exceed the total monthly reduction in said MEAG bill which has resulted from the actual operating efforts of the City's interruptible/self supplied power customers. The reduction, if any, will be calculated on a monthly basis by applying the methodology used in the then current MEAG bill.

SS The total dollar amount billed by SEPA (Southeastern Power Administration) for the most recent monthly billing period.

OS Other charges which the City deems necessary to collect or rebate through the PCR mechanism, defined in the "Revenue Adjustment Rider."

K The total kilowatt-hours delivered to the City by MEAG for the most recent monthly billing period. Total herein is defined to be MEAG Bulk power energy plus SEPA energy less energy adjustments described in M\$, all as shown on the monthly MEAG bill.

L. Unbilled kWh usage (Losses) of the City for the most recent fiscal year, expressed as a decimal fraction. The initial value, until actualized, will be 3.13% (0.0313.)

F The monthly budgeted base wholesale power cost in \$/ kWh.

The monthly base applies to bills rendered by the City on or after the date the City receives its MEAG bill.

REVENUE ADJUSTMENT RIDER
Schedule RAR-1

The amount within the Power Cost Adjustment Rider identifies as "other charges" shall include, at the sole discretion of the City of Calhoun, any budgetary collections or rebates to insure all charges associated with the administration, production, transmission, environmental compliance, or distribution of electricity are appropriately recovered.

DISTRIBUTED GENERATION
RENEWABLE ENERGY TARIFF
Schedule RE-1

APPLICABILITY:

Applicable to Customers in all areas served by the City of Calhoun (the City) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to sell electrical energy to the City produced by a distributed generation facility, which must be eligible for participation subject to the terms and provisions of The Georgia Cogeneration and Distributed Generation Act of 2001 or successor legislation (the “DG Act”). Customer account(s) must be in good standing.

A distributed generation facility must:

1. Be owned (or leased) and operated by an existing Customer for production of electric energy, and
2. Be located on the Customer’s premises, and
3. Be connected to and operate in parallel with the City’s distribution facilities, and
4. Be intended primarily to offset part or all of the Customer’s generator’s requirement for electricity, and
5. Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
6. Use solar photovoltaic system, wind, fuel cell, or hydro generation

MONTHLY METERING COST:

Bi-Directional Metering Charge	\$2.50 per month
Single Directional	
Single-Phase.....	\$4.50 per month
Poly-Phase	\$11.00 per month

The City Electric Department will install single directional metering or bi-directional metering depending on the Customer’s method of installation. All installed costs for metering and associated equipment will be paid by the Customer at the time service is initiated under this policy.

Bi-directional metering is defined as measuring the amount of electricity supplied by the City and the amount fed back to the City by the Customer’s distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the City on the Customer’s side of the Customer’s meter. Single directional metering shall be defined as measuring electricity produced or consumed during the billing period, in accordance with normal metering practices. Single directional metering shall be used where distributed generation facilities are connected to the City’s distribution system on the City’s side of the Customer’s meter.

MONTHLY CAPACITY COSTS:

The City requires each Customer with a distributed generation facility to pay the monthly Stand-By Capacity charges based on the installed Nameplate Capacity Rating (in kW) of the Customer’s system.

Stand-by Capacity Charge will vary based on the existing installed total (Nameplate) production capacity in the City. The determination of the tier in which Customer falls under is at the sole discretion of the City and on a first-come/first-serve basis.

Tier 1: Customers whose installation falls within the first 154 kW of total (Nameplate) production capacity

Residential	\$0.00 per kW per month
Commercial	\$0.00 per kW per month
Demand Rates (if applicable)	charge does not apply

Tier 2: Customers whose installation falls between 155 kW to 300 kW of total (Nameplate) production capacity

Residential	\$4.05 per kW per month
Commercial.....	\$5.83 per kW per month
Demand Rates (if applicable)	charge does not apply

Tier 3: Customers whose installation falls over 301 kW of total (Nameplate) production capacity

Residential	\$8.09 per kW per month
Commercial Non Demand	\$11.65 per kW per month
Demand Rates (if applicable)	charge does not apply

PAYMENT FOR ENERGY:

Bi-directional metering

1. When electricity supplied by the City exceeds electricity generated by the Customer's distributed generation, the electricity shall be billed by the City in accordance with the applicable tariff(s).
2. When electricity generated by the Customer's distributed generation system exceeds electricity supplied by the City, the Customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the City's avoided energy cost.

Single directional metering

1. For kWh's generated by Customer's distributed generation facility, Customer shall be compensated at the City's avoided cost of energy (kWh) as determined by the City. The City will only compensate Customer for avoided energy kWh's as determined by metered energy delivered to the City's distribution system.
2. The Customer's net bill will be calculated using the City calculation for avoided energy cost (as described below) credited to the Customer, netted against the billing period charges for the Customer's regular service (according to the applicable tariff) based on actual metered energy.

Avoided Energy Compensation

Payments by the City to the Customer for the billing period metered avoided energy kWh's will be computed by the City in its sole discretion based on the average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the City's Wholesale Energy provider.

In the event Customer develops a credit balance during a billing period, the amount will remain as a credit on the Customer's account. Credit balances remaining at the end of the City's fiscal year will be cleared by the issuance of a check for the credit balance to Customer. Any other clearance of account credit balances will be at the City's discretion.

SAFETY, POWER QUALITY, AND INTERCONNECTION REQUIREMENTS:

The Customer shall be responsible for ensuring a safe and reliable interconnection with the City and all costs incurred therein. The City has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the Customer to the City's distribution system:

1. Application for Interconnection of Distributed Generation Facility
2. Interconnection Agreement
3. Electrical Power Exchange Agreement

The provisions in all documents outlined above are incorporated into this Tariff in their entirety. For the avoidance of doubt, Customer shall be deemed to have agreed to such provisions by applying for service under this Tariff.

The City will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customers equals the percentage of the City’s annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the City at its sole discretion at a cost agreed to by it and the Customer provider. The City shall at no time be required to purchase energy from Customers in excess of amounts required by the DG Act.

The City reserves the right to separate the Customer generator’s equipment from City lines and facilities when, in the City’s judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the City shall promptly notify the Customer generator so that any unsafe condition can be corrected.

Effective Date: Service rendered on or after July 1, 2015

SECURITY LIGHTS

Initial charge if a pole must be set for the security light only \$150.00

Lamp Wattage	Type	Rate
100/150/175/ Suburban LED	High Pressure Sodium, Mercury,	\$9.00
150/ 3 Bar LED	Utility Type	12.00
250/ 4 Bar LED	Utility Type	15.00
400/ 6 Bar LED	Utility Type	20.00
400	Flood Type HPS	22.00
400/ LED Talon	Metal Halide Flood Type	27.00
1000	Metal Halide Flood Type	35.00
1500	Metal Halide Sport Type	40.00

(If security light service is discontinued within the first twelve months, the customer must pay a minimum of twelve months’ fee.)

NOTE: as technology changes lights of equal or greater luminary performance but less wattage may be substituted for any traditional lamp wattage or type.

TEMPORARY SERVICE

Original Connection Fee-\$60.00, plus monthly charges for KWH used in accordance with the SGSND-2 rate.

General: All bills shall include state sales tax as calculated under the prevailing rates as local and state laws dictate.

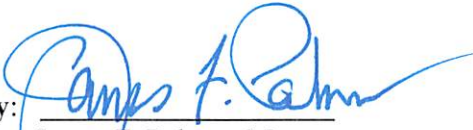
If any section, sentence, clause, or portion of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the resolution.

Upon approval by the Mayor and City Council of the City of Calhoun, Georgia, this resolution shall become effective and will repeal all resolutions or parts of resolutions in conflict herewith.

EFFECTIVE DATE: All rates are effective August 1, 2017 unless otherwise noted.

ADOPTED this the 24th day of July 2017.

City of Calhoun, Georgia

By: 
James F. Palmer, Mayor

Attest: 
Sharon Nelson, City Clerk