



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, December 7, 2020 – 7:00 PM
Via Teleconference**

ELECTED OFFICIALS PRESENT:

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

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
Jody Reid – Public Works Supervisor
David Strickland – City Attorney

OTHERS PRESENT: Charlie Williams (Mt. Zion First Baptist Church), Mike Ready, Art Vinson,

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. Invocation – Charlie Williams (Mt. Zion First Baptist Church).
3. Pledge of Allegiance.
4. **A motion was made by Avis Williams to accept the Agenda for December 7, 2020. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**
(Attachment A)
5. **A motion was made by Avis Williams to accept the Consent Agenda for December 7, 2020. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).** (Attachment B)
6. **Mayor's Report**
Mayor Eady acknowledged and thanked Pastor Williams for his congregation's continued service to the community and willingness to serve as a focal point for those in need and a drop-off point for donations. He asked Pastor Williams for an update on COVID-19 community outreach.

Pastor Williams stated things are going well with the COVID-19 Relief Center. They have served over 70 families so far in this project. Resources have been donated by Oxford Organic Farm, the Oxford Dining Hall, the Oxford Lions Club, Grace United Methodist Church, and Ministry in Action.

They are collecting items every Monday, Wednesday, and Friday from 10:00 a.m. to 12:00 noon and distributing every Monday from 12:00 noon to 2:00 p.m. Volunteers are welcome to come and help. Pastor Williams recognized Laura Gafnea and Daniel Parsons from Oxford College for coming to help and for bringing items for donation. Charlie Phillips and Donna Sneed have provided support and Marcia Brooks has helped by putting information out on City of Oxford social media.

Items needed for the COVID-19 Relief Center are non-perishable food items, canned goods, fresh fruits and vegetables, fresh meat items, bottled water, hand sanitizer, bathroom soap, toilet tissue, other toiletry items, paper towels, clean cloths, baby supplies and shoes. On November 20th, the church started their feeding ministry back up and were able to service 95 people with meals.

They are planning to compile holiday boxes and need assistance from the community. In the past they have given out 15-20 boxes and hope to give out more this year. These boxes are given to families specifically recommended to the church. They plan to assemble the boxes on December 19th. The cost to sponsor a box is \$25. They will gladly accept monetary and non-monetary donations. Pastor Williams can be reached 404-250-2723 to recommend a family for a Christmas box. Each box includes a meat item, macaroni and cheese, green beans, cranberry sauce, a dessert, and ½ gallon beverage.

Mayor Eady stated that these efforts are the culmination of a coordinated effort to bring the resources of the community together to help alleviate the burdens brought on by the COVID-19 pandemic in the Oxford community. The group began meeting October 18th and includes the area churches, the City of Oxford, the Oxford Lions Club. Over Thanksgiving he had heard that people were looking for rides to First United Methodist Church in Covington for the meal they were serving. The boxes are a great way for the Oxford community to help these people.

Pastor Williams stated that donations can be made out to Mt. Zion First Baptist Church. He is working on setting up an account specifically for the Oxford COVID-19 Relief Center.

James Windham stated he was not aware these activities were going on. He does recall some plans being discussed but was not aware of the planned activities. He asked that Councilmembers be kept apprised of such developments. He also expressed concern that some people do not have computers and may not hear about the activities through social media.

Mayor Eady stated that Rust Chapel UMC, Allen Memorial UMC, and Mt. Zion First Baptist did focus on getting the word out through their congregations. The City of Oxford is serving as an information source.

Mr. Windham also asked that Pastor Williams let the City know as soon as the account is set up, since people have different beliefs and are in different denominations, and some may have reservations donating to Mt. Zion First Baptist Church.

Mayor Eady asked if anyone becomes aware of other things going on in the community to please let City Hall know.

7. **Planning Commission Recommendations/Petitions**

None.

8. **Citizen Concerns**

Pastor Williams wanted to express to Mr. Windham that everything is being done by his congregation decent and in order regarding the collection of funds for the COVID-19 Relief Center. He plans to have the separate account established by the following week and will inform City Hall when it is available. Mr. Windham indicated he did not intend to question the motives of Pastor Williams or the church and apologized if his statement was received that way.

9. **Solar Power Purchase Contract with MEAG** (Attachment C)

The City of Oxford has an opportunity to diversify its power resources to include solar energy. Steve Jackson from MEAG presented information about this opportunity at a previous City Council meeting. City Attorney David Strickland reviewed the proposed contract with MEAG and had no concerns. The contract is being finalized by MEAG. At this time MEAG would like a commitment from the City of Oxford to purchase 4 MW of power under the new contract so they can include that amount in the negotiations they are finalizing. Mayor Eady would like to have a vote affirming this commitment. The proposal would result in significant savings to the City during the next ten years. Mayor Eady asked if anyone would like to make a motion or if there are additional questions.

Laura McCanless made a motion to affirm the City of Oxford's commitment to purchase 4 MW from MEAG under the proposed contract arrangement. Jeff Wearing seconded the motion.

George Holt asked if the City knows exactly what the total possible obligation would be under the contract. Mayor Eady clarified that Mr. Holt is referring to the step-up charge in the contract which stipulates that if a city fails to pay their share, the other participating cities will be responsible for their cost. Mayor Eady stated that each city's potential step-up obligation per defaulting city is capped at the percent their share is of the entire deal. The total possible obligation cannot be calculated until MEAG can finalize the number of participants and their MW commitments.

Mr. Holt stated that although he is uncomfortable with this, he will probably vote to approve it. Mayor Eady stated that the vote on the table currently is contingent on finalization of the contract. If the contract terms are not acceptable, the City does not have to execute the contract. Ms. McCanless pointed out that this vote is nonbinding.

James Windham requested a booklet with terms to help City Council members understand issues related to power purchases. He also expressed concerns about entering into an agreement that would benefit Georgia Power and allow them to continue polluting the environment.

Mayor Eady stated the City could work with MEAG to come up with a guide for terms, particularly since there are three new City Councilmembers. He asked Matt Pepper to take note of this and he and Mr. Pepper will follow up with MEAG to try to come up with something.

Regarding the Georgia Power concern, MEAG purchases power from many different sources, one of which is Georgia Power. They also own a share of some plants through capital investments, such as Plant Scherer, which has been upgraded in recent years and is much more efficient. One of the most polluting plants, Wansley, is scheduled for shutdown in the near future. This plan is a solar power portion of MEAG's integrated resource plan which will allow getting out from under Wansley. The solar power developer will not be Georgia Power.

The proposed plan will reduce the City's reliance on Georgia Power. Currently when the City needs more power than it has, it must purchase power on the market, which consists mainly of gas- and coal-fired power. This plan eliminates that need, and also makes the City of Oxford non-emitting and not a contributor of carbon emissions associated with Oxford's power consumption.

Mr. Windham stated a list of the pros and cons is helpful. Mayor Eady also clarified that under the proposed plan the City is not making a capital investment. The commitment is only to purchase power.

Mr. Windham asked what city is making the largest commitment. Mayor Eady advised we do not know that yet, but he suspects most cities are committing in the <10 MW range. Mr. Windham asked Mayor Eady to pull some information together on what the potential ceiling is. Mr. Holt added that he has reviewed all the documentation and cannot make such a determination.

Mayor Eady stated Mr. Jackson can come back to address further questions. He also pointed out that Mr. Jackson previously advised the City Council that they would try to sell the power on the market before passing a member's obligation on to other members in the event of a default.

Mayor Eady restated the motion on the table, which is to commit to support the City's share of 4 MW of the deal, nonbinding contractually. This is under the assumption that the numbers provided previously reflect the final estimates and that the risk associated with the step-up clause is deemed to be a reasonable risk to the City Council. The City Council will still vote on the actual contract.

Laura McCanless amended her motion to make it a nonbinding commitment to commit to 4 MW of power under the proposed agreement with MEAG. George Holt seconded the amended motion. The motion was passed unanimously (7/0).

10. **Dried Indian Creek Corridor Project** (Attachment D)

Mayor Eady provided a recap of the previous discussion on October 19, 2020 for the University of Georgia (UGA) proposal for the Dried Indian Creek watershed assessment. The watershed assessment is a prerequisite for applying for a grant from the Georgia Department of Natural Resources (DNR) to restore the creek to a healthy state. Much of the land along the creek corridor is privately owned. Grant funds will help to defer the cost of paying for conservation easements and property acquisitions to protect the land.

Since the October presentation, the City has talked with the City of Covington and Newton County about possible collaboration on the project. The City of Covington is excited about the prospect of collaborating. They have several projects in the works along their portion of the creek corridor. Newton County also supports protecting the creek corridor but does not have any specific plans for the area. Mayor Eady plans to meet with Mayor Steve Horton and Chairman Banes to discuss particulars. At a minimum he would like to get them to sign a letter of commitment and support to accompany the City's grant application. The grant application is due around August/September of 2021.

There are a number of things that need to be done in advance of submitting the application that will support a robust grant proposal. The City is working with the Northeast Georgia Regional Commission (NEGRC) to prepare the grant application. NEGRC has advised the City that the watershed assessment is needed as a baseline component to successfully compete for the grant.

Mayor Eady reached out to UGA because of the success in the past working on projects with them. He contacted Donnie Longnecker who put him in touch with Don Calabria, who is an expert in doing watershed assessments and also has access to students who can be utilized to reduce the labor cost of the assessment. Dr. Calabria also has access to engineering resources on campus who can assist with modeling to determine the cost of intervention(s) needed to restore the creek corridor.

UGA has submitted a proposal to conduct the assessment for \$36,631.00. Dr. Calabria will have access to student resources during Spring semester, so a decision on the proposal is needed soon. However, a vote can be tabled if the City Council would like more information or has additional questions.

Laura McCanless stated she liked the proposal's clarity and its description of the deliverables.

James Windham expressed concern that the County has no plans to protect the portion of the creek corridor north of the Oxford city limits. He is afraid dumping could occur in that area and impact the portion of the creek that flows through the City. He also wants to ensure that once the assessment is complete, no additional funds will be necessary to apply for the grant.

Mayor Eady acknowledged that the land Mr. Windham is referring to is privately owned, and the grant is intended to help pay for conservation easements or land acquisitions on these types of properties.

Mr. Windham identified some property East of Soule Street in the Covington city limits that is privately owned. He would like to know what the City of Covington's long-range plans are for this area.

George Holt advised he shares Mr. Windham's concerns. He does not understand why there is a proposal for money to be spent to obtain a grant, yet it is not known how much will be needed for the grant. He wants to make sure that the assessment will cover the requirements for the grant.

Mayor Eady advised the grant program is the Georgia Outdoor Stewardship Program. Grant amounts range from \$.5 million to \$3 million. The requirements are available on the DNR website.

Mr. Holt stated that the requirements should have been presented to the City Council initially, and Mayor Eady has all of that information, but Mr. Holt does not.

Mayor Eady acknowledged that many of the details for the grant application are unknown at this time. The deadline is in August or September of 2021, but the watershed assessment takes some time, and this work product must be included with the application in order to know what type of intervention is needed to restore the creek corridor to a healthy state. This information is needed in order to have the conversations with the landowners. The assessment will cover the entire length of the creek starting at the headwaters.

Avis Williams stated she had some of the same concerns as Mr. Windham and Mr. Holt, but the more it is discussed, the more she understands the proposal.

Lynn Bohanan stated she had similar concerns and questioned what would happen if the City of Oxford invests the money and the other jurisdictions do not contribute or support the City's efforts in any way. She also wanted to make clear that she believes it is a worthwhile project but is a bit scared of taking on the project without any support. Mayor Eady stated that the City of Oxford has set aside \$50,000 each year for the next five years in the Capital Budget. At the worst, the City of Oxford will be spending \$36,000 on the assessment and know what needs to be done. The City could then talk to the property owners, many of which are interested in protecting the property.

Mr. Windham stated the City needs to know which type of easement can be offered to property owners, a county easement or federal easement. The type of easement that can be offered may have tax implications for the property owners. The City also needs to know what width of easement is needed.

Mayor Eady stated the width of the easement needed will not be known until the watershed assessment is completed.

Mr. Windham strongly recommended putting pressure on the City of Covington and Newton County to join the City of Oxford on the grant application, as doing so will bolster the odds of getting a grant. He also recommended taking some positive steps now starting on the West side of the creek to put in a trail or do something to demonstrate a front-end commitment. An appraiser will also likely be needed, which will cost additional money.

Ms. McCanless expressed her understanding that \$36,000 is a lot of money to spend but felt it would help get the much bigger grant which would benefit the City greatly. Since the City does have \$50,000 budgeted for the project, this expenditure would fit nicely. The Sustainability Committee is working very hard to try to make this project come together. They are working with community partners and state agencies in addition to the City of Covington and Newton County.

Jeff Wearing felt that having the assessment done is a step toward protecting the creek corridor on the East side of the City. He would be in favor of proceeding.

Mayor Eady's concern is timing. While he does not disagree with anyone's recommendations, he feels the City does not have any good basis for prioritizing what is done to the creek corridor without the science and engineering the assessment would provide. The money was budgeted for this purpose in the Capital Budget.

Mr. Holt stated he thought the money in the Capital Budget was intended for land acquisitions to protect the City on the East side. He feels more conversations are needed with the landowners before money is spent on the assessment. Mayor Eady stated the discussions with the landowners will occur concurrently with the assessment, and some have already taken place. But the specifics, such as the width of easement needed for each piece of property, can only be obtained logically from the assessment. If the City waits until after it has communicated with all landowners, it will be too late to apply in the current grant cycle.

Mr. Windham stated he will vote to approve the proposal for the watershed assessment, but he would like to hear more from the Sustainability Committee concerning their overall goal with this project, since they are pushing this project.

Mayor Eady stated that he is actually the main one pushing this project. The Sustainability Committee has been doing a lot of work to move the project along from a conceptual idea to an actionable plan via the grant application through DNR.

Ms. McCanless thanked Mayor Eady for collecting information and speaking to officials and landowners. The grant changed the game for the committee. Initially they were thinking about piecemeal purchases of land on the East side to create a buffer zone. When they found out about the grant's range of award, their goals shifted. They began to consider what they could do with that kind of money. The ultimate proposal would include connectivity from the headwaters to the Yellow River and linkage of trails. This proposal creates zero-carbon transportation and access to outdoor recreational and natural opportunities for people that do not have access to such opportunities currently. The

proposal not only would restore the creek to a healthy state but would also provide social and community benefits that are tangible and intangible.

Mr. Holt thanked Ms. McCanless for her comments that tied everything together. He felt that he understood the project much better as a result of her comments.

Mr. Windham asked for a commitment from the City Council that if the City does not get the grant, it will still use the assessment to make some improvements to the creek corridor. He also would like for the Sustainability Committee to start looking at strategies for the West side of the City.

Jeff Wearing made a motion to accept the proposal from John Calabria. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).

11. **Voting Delegates for the Electric Cities of Georgia Board** (Attachment E)

Staff proposes updating the voting delegates for the Electric Cities of Georgia (ECG) Board to appoint the Mayor as the delegate and the Mayor Pro Tem as the alternate so that the appointment will not need to be updated each time the persons in these positions change.

James Windham made a motion to approve the resolution appointing the Mayor and Mayor Pro Tem as the voting delegate and alternate for the ECG Board. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).

12. **Invoices** (Attachment F)

The Council reviewed the invoices paid by the City of Oxford for \$1,000 or more in November 2020. Marcia Brooks provided one correction to the documented distributed: City of Oxford utility charges for 10/14/20 – 11/16/20 should have been listed as \$1,771.96 instead of \$1,236.97.

George Holt asked if the invoice from Great Estates Landscaping was only for spreading mulch. Mayor Eady stated it sounds like it is for all their monthly services, since it mentions a discount for July.

Mr. Holt asked what the City plans to do with 100 copies of *Images of America – Oxford*. Mayor Eady stated the City will make them available for sale. There has been interest from the public on where they can get copies of the book. The City of Oxford obtained the books at author (Erik Oliver) cost. The book retails for \$22.00. We can sell them at retail cost if desired.

13. **Executive Session**

James Windham made a motion to go to Executive Session at 8:57 p.m. Lynn Bohanan seconded the motion. The motion was approved unanimously (7/0).

The Council entered executive session to discuss personnel matters.

James Windham made a motion to exit Executive Session at 9:08 p.m. Jeff Wearing seconded the motion. The motion was approved unanimously.

14. Adjourn

A motion was made by James Windham to adjourn at 9:08 p.m. Lynn Bohanan seconded the motion. The motion was approved unanimously (7/0).

Respectfully Submitted,



Marcia Brooks
City Clerk/Treasurer

**OXFORD MAYOR AND COUNCIL
REGULAR MEETING
MONDAY, DECEMBER 7, 2020 – 7:00 P.M.
CITY HALL (VIA TELECONFERENCE)
A G E N D A**

1. Call to Order, Mayor David S. Eady
2. Invocation.
3. Pledge of Allegiance.
4. Motion to accept the Agenda for the December 7, 2020 Mayor and Council Regular Meeting.
5. **CONSENT AGENDA**
 - a. * Minutes of the Regular Session November 2, 2020.
 - b. * Minutes of the Work Session November 16, 2020.
 - c. * Minutes of the Planning Commission October 13, 2020.
6. Mayor's Report.
7. Planning Commission Recommendations/Petitions.
8. Citizen Concerns.
9. ***Solar Power Purchase Contract with MEAG** – We have an opportunity to diversify our power resources to include solar energy. Council will continue the discussions on the options related to the level of investment in solar resources the city is willing to undertake. We have attached the Power Purchase Contract and resolution.
10. ***Dried Indian Creek Corridor Project** – Council will discuss the partnership with the University of Georgia (UGA) in preparing the watershed assessment for the Dried Indian Creek Corridor project. We have attached a proposal from UGA.
11. ***Voting Delegates for the Electric Cities of Georgia Board** – Council will discuss updating the information for the delegate and alternate to serve as the city's representatives for the ECG election process for its Board of Directors. We have attached a copy of the resolution.
12. *** Invoices** – Council will review the city's recently paid invoices over \$1,000.
13. Executive Session
14. Adjourn.



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, November 2, 2020 – 7:00 PM
Via Teleconference
DRAFT**

ELECTED OFFICIALS PRESENT:

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

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
Jody Reid – Public Works Supervisor
Dave Harvey – Police Chief
David Strickland – City Attorney

OTHERS PRESENT: Mike Ready, Art Vinson, Lyn Pace

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. Invocation – Lyn Pace (Oxford College).
3. Pledge of Allegiance.
4. **A motion was made by Jeff Wearing to accept the Agenda for November 2, 2020. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).** (Attachment A)
5. **A motion was made by Jeff Wearing to accept the Consent Agenda for November 2, 2020. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).** (Attachment B)
6. **Mayor's Report**
Mayor Eady announced that the City of Oxford would be hosting an American Red Cross blood drive on November 10th in the Community Room at City Hall. He also announced that the City will begin conducting interviews soon to fill the Administrative Clerk position that has been vacant since Angela Pilgrim left.
7. **Planning Commission Recommendations/Petitions**
None.
8. **Citizen Concerns**

None.

9. **Second Reading and Adoption to Amend Chapter 38 – Vegetation** (Attachment C)
Mayor Eady presented the second reading of an amendment to the City of Oxford Code of Ordinances stating that only native vegetation will be used on City properties. **A motion was made by Laura McCanless to approve adoption of the amendment. Jeff Wearing seconded the motion. The motion carried unanimously (7/0).**
10. **Second Reading and Adoption to Amend Sec. 8-124. Non licensed sales** (Attachment D)
Mayor Eady presented the second reading of an amendment to the City of Oxford Code of Ordinances to expand the types of items which can be sold by vendors at the City's Farmer's Market. **A motion was made by Jeff Wearing to approve adoption of the amendment. Avis Williams seconded the motion. The motion carried unanimously (7/0).**
11. **Resolution to Adopt Native Planting Lists** (Attachment E)
The amended ordinance adopted in this meeting provides for the identification of approved and prohibited native plants on City properties by adoption of a resolution by the City Council. This resolution includes the list. **A motion was made by Jim Windham to approve the resolution. Lynn Bohanan seconded the motion. The motion carried unanimously (7/0).**
12. **MEAG Power Purchase Agreement** (Attachment F)
Each year the City of Oxford has a shortfall in the reserve and supplemental electric capacity that is required pursuant to its contract with the Municipal Electric Authority of Georgia (MEAG). This year the City of Oxford will need to purchase 426 KW to meet its required reserve capacity for 2021, and 634 KW to meet its supplemental capacity needs for 2021. The City of Monroe has offered to sell the capacity required to the City of Oxford for \$6,360.

George Holt asked why the market cost per KW hour increased so much compared to last year's purchase from the City of Sandersville. Mayor Eady stated the City was advised that the days of the type of market prices from last year are long gone.

Jeff Wearing asked if the higher market prices have anything to do with Plant Vogtle coming online. Mayor Eady stated he does not have that information, he just knows that a number of factors determine the market rate, including the availability and source of the power. He also stated that the City is looking to purchase additional solar activity for a twenty (20) year term so that it does not have a shortage each year.

James Windham stated the availability may be driven by the decommissioning of coal plants. Mayor Eady added that the solar capacity is not yet online which could be driving the availability.

A motion was made by Jeff Wearing to approve the MEAG Power Purchase Agreement. George Holt seconded the motion. The motion carried unanimously (7/0).

13. **Invoices** (Attachment G)

The Council reviewed the invoices paid by the City of Oxford for \$1,000 or more in October 2020.

James Windham asked if the invoices shown for Jordan Engineering are for the right-of-way survey, or for other jobs. Matt Pepper advised they are other unrelated jobs. Mr. Windham asked what other projects are planned for them to complete other than the right-of-way survey.

Mr. Pepper advised nothing else has been committed, but he and Jody Reid have been reviewing an item in the Capital Budget to replace an old section of water main in the Queen Anne Street/Stone Street area that has some Transite pipe in it. This item has been in the budget for a few years. Since a decision has been made to pursue the grant for the Oxford Road water main, they thought this may be a good time to complete that project. Jordan Engineering would be involved in doing some minor engineering work for that project.

Mr. Windham asked what chemical was used on the kudzu treatment. Mayor Eady advised they used the generic equivalent of Roundup at ¼ strength on the grass on the trail, and at full strength on the kudzu. Mr. Windham asked why grass was being sprayed. Laura McCanless stated there is Japanese stiltgrass on the trail is an invasive species. She has walked the trail and stated it appeared the ¼ strength worked on the grass.

Mr. Windham asked if these contractors are required to have the same type of liability insurance as other contractors and if they are wearing protective gear when they spray chemicals. Mayor Eady stated that as a matter of policy, he believes all City of Oxford contracts include these provisions. Matt Pepper stated he would verify this.

Mr. Windham asked if the Moore Street sidewalk is complete since the vendor received his final draw. Matt Pepper confirmed that this project is complete.

14. **Executive Session**

The Council entered executive session at 7:27 p.m. to discuss a personnel matter. The Council exited executive session at 8:42 p.m.

15. **Adjourn**

A motion was made by George Holt to adjourn at 8:43 p.m. Jeff Wearing seconded the motion. The motion carried unanimously (7/0).

Respectfully Submitted,

Marcia Brooks
City Clerk/Treasurer



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

ELECTED OFFICIALS PRESENT:

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

APPOINTED/STAFF PRESENT:

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

ELECTED OFFICIALS NOT PRESENT:

Jeff Wearing – Councilmember

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

Agenda (Attachment A)

1. Mayor's Announcements

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

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

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

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

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

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

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

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

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

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

3. **Dried Indian Creek Corridor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully Submitted,

Marcia Brooks
City Clerk/Treasurer

OXFORD PLANNING COMMISSION

Minutes – October 13, 2020

MEMBERS: Jonathan Eady, Chair; Zach May, Vice Chair; Juanita Carson, Secretary; Mike Ready, and Kibbie Hatfield. Mike McQuaide was absent.

STAFF: Matthew Pepper, City Manager and Zoning Administrator.

GUESTS: Bill Martin; Timmy Price; Scott Gibson; Noah Joyner; Anthony Ellis; Darryl and Teresa Welch.

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

MINUTES: Upon motion of Mr. Ready, seconded by Mr. May, the minutes for the meeting of September 8, 2020 were adopted. The vote was 5-0.

BILL AND TERESA MARTIN DEVELOPMENT PERMIT APPLICATION (112 Oxford North Road): The Commission reviewed the development permit application to construct a 24 x 25 garage in the rear yard of the lot located at 112 Oxford North Road. Mr. Martin explained that the garage will be built from the ground up and laid on concrete. The Commission confirmed that the garage met the side and rear setbacks. The Commission amended the scope of work on the development permit application to include adding power to the garage.

Upon motion of Mr. Ready, seconded by Mr. May, the Planning Commission approved the development permit application to construct a 24 x 25 garage in the rear yard of the lot located at 112 Oxford North Road. The vote was 5-0.

TIMOTHY PRICE DEVELOPMENT PERMIT APPLICATION (315 W. Bonnell Street): The Commission reviewed the development permit application to complete interior renovations on the existing home located 315 W. Bonnell Street. During the discussion, Mr. Price explained that he had recently received a permit to bury the secondary power line running to the house. He did not realize that he would need to obtain a permit for replacing a bathtub and windows. He also completed some cosmetic work on the house including replacing some trim and painting the interior. The Commission confirmed that the existing house does not meet the 15' side setback and is therefore a permitted non-confirming use. The scope of work completed on the house does not exceed the 50% threshold for repairs on non-confirming structures. The Commission explained that Mr. Price will need to obtain a building and plumbing permit.

Upon motion of Mr. May, seconded by Mr. Ready, the Planning Commission approved the development permit application to complete interior renovations on the existing home located 315 W. Bonnell Street. The vote was 5-0.

KATHY HAYNES DEVELOPMENT PERMIT APPLICATION (209 Fletcher Street): The Commission reviewed the development permit application to construct a 6' pine fence stretching 80' on the rear property line of the lot located at 209 Fletcher Street. The Commission confirmed that the proposed fence is located on Ms. Haynes's property and is of the proper height and material.

Upon motion of Ms. Carson, seconded by Mr. May, the Planning Commission approved the development permit application to construct a 6' pine fence stretching 80' on the rear property line of the lot located at 209 Fletcher Street. The vote was 5-0.

SCOTT GIBSON DEVELOPMENT PERMIT APPLICATION (75 Wentworth Drive): The Commission reviewed the development permit application to remove a wall between the kitchen and living room and install a cased opening in its place inside the dwelling located 75 Wentworth Drive. The Commission confirmed that the house met the front, side, and rear setbacks.

Upon motion of Ms. Carson, seconded by Mr. May, the Planning Commission approved the development permit application to remove a wall between the kitchen and living room and install a cased opening in its place inside the dwelling located 75 Wentworth Drive. The vote was 5-0.

SHERI JOYNER DEVELOPMENT PERMIT APPLICATION (808 Emory Street): The Commission reviewed the development permit application to complete extensive interior and exterior renovations on the existing house located at 808 Emory Street. The proposed renovation work includes some of the following items: rewire electric service in master bedroom and kitchen; remodel master bathroom; install shiplap on interior walls; convert existing kitchen into a bathroom; add two closets; and remove siding and windows from back porch. The scope of work also included adding a 30' x 30' garage behind the existing home, adding a fence around the perimeter of the property, and pouring a concrete driveway connecting to E. George Street. On behalf of Ms. Joyner, Mr. Noah Joyner (son) and Mr. Ellis explained to the Commission that the house recently sold and that the contemplated renovations are similar to those the Commission previously approved for Mr. Ellis. In response, the Commission stated that they would view this application separate from the previously approved work. In addition, the Commission explained that, upon a site visit from Mr. Pepper, it appeared that the garage might not meet the side setback. They asked that Ms. Joyner confirm the location of the garage before beginning construction.

The Commission discussed the proposed fence around the perimeter of the property. They agreed that the style of fence contemplated does not meet the city's code for a fence in the front yard, which must be no more than 4' tall and decorative. In addition, the Commission could not determine the precise location of the fence from the drawing provided by Ms. Joyner. Consequently, they asked that Ms. Joyner return next month to discuss the fence. In the meantime, they asked Ms. Joyner to set stakes on the property to show where the fence will be located. Ms. Joyner will obtain the requisite building and trade permits (electric and plumbing) before beginning any work.

Upon motion of Mr. May, seconded by Mr. Ready, the Planning Commission approved the development permit application to complete interior and exterior renovations to the existing house located at 808 Emory Street, construct a 30' x 30' garage, and pour a concrete driveway connecting to E. George Street. The vote was 5-0.

JONATHAN EADY DEVELOPMENT PERMIT APPLICATION (1216 Welsey Street): The Commission reviewed the development permit application to place gravel or asphalt millings on the existing drive located at Asbury Street through the back portion of the property. During the discussion, Mr. Eady explained that the gravel is of similar material previously approved by the Commission.

Upon motion of Ms. Hatfield, seconded by Mr. Ready, the Planning Commission approved the development permit application place gravel or asphalt millings on the existing drive located at Asbury Street through the back portion of the property. The vote was 4-0 with Mr. Eady abstaining.

RECOMMENDATION ON REZONING PARCELS: The Commission began the discussion by explaining that they are considering developing a recommendation for rezoning the properties so that they are consistent with their current use (residential) and compatible with surrounding properties. In addition, they explained that they invited the affected homeowners to the meeting so that they (the homeowners) can offer their input on the recommendation.

Mr. Welch expressed the concern that the homeowners of the affected properties had not been properly notified when the city zoned the properties Town Center several years ago. He asked why the Commission was prompted now to consider a recommendation for rezoning. He further stated that he intended to file an open records request with the city to learn more about how the initial re-zoning has handled.

In response, the Commission stated that at the time the city zoned the properties Town Center that none of the current members were serving on the Commission. They stated that the city most likely

followed the procedures for rezoning properties as outlined in the city's zoning code. Given its importance, the Commission agreed to invite the affected property owners to the meeting in November to discuss the rezoning further.

OTHER BUSINESS: The Commission discussed holding a Special Called Meeting in November to continue their work on possible amendments of Chapter 40.

ADJOURNMENT: Mr. Eady adjourned the meeting at 8:07 PM.

Submitted by:

Juanita Carson, Secretary



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, December 7, 2020 – 7:00 PM
Via Teleconference
DRAFT**

ELECTED OFFICIALS PRESENT:

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

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
Jody Reid – Public Works Supervisor
David Strickland – City Attorney

OTHERS PRESENT: Charlie Williams (Mt. Zion First Baptist Church), Mike Ready, Art Vinson,

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. Invocation – Charlie Williams (Mt. Zion First Baptist Church).
3. Pledge of Allegiance.
4. **A motion was made by Avis Williams to accept the Agenda for December 7, 2020. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**
(Attachment A)
5. **A motion was made by Avis Williams to accept the Consent Agenda for December 7, 2020. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).** (Attachment B)
6. **Mayor's Report**
Mayor Eady acknowledged and thanked Pastor Williams for his congregation's continued service to the community and willingness to serve as a focal point for those in need and a drop-off point for donations. He asked Pastor Williams for an update on COVID-19 community outreach.

Pastor Williams stated things are going well with the COVID-19 Relief Center. They have served over 70 families so far in this project. Resources have been donated by Oxford Organic Farm, the Oxford Dining Hall, the Oxford Lions Club, Grace United Methodist Church, and Ministry in Action.

They are collecting items every Monday, Wednesday, and Friday from 10:00 a.m. to 12:00 noon and distributing every Monday from 12:00 noon to 2:00 p.m. Volunteers are welcome to come and help. Pastor Williams recognized Laura Gafnea and Daniel Parsons from Oxford College for coming to help and for bringing items for donation. Charlie Phillips and Donna Sneed have provided support and Marcia Brooks has helped by putting information out on City of Oxford social media.

Items needed for the COVID-19 Relief Center are non-perishable food items, canned goods, fresh fruits and vegetables, fresh meat items, bottled water, hand sanitizer, bathroom soap, toilet tissue, other toiletry items, paper towels, clean cloths, baby supplies and shoes. On November 20th, the church started their feeding ministry back up and were able to service 95 people with meals.

They are planning to compile holiday boxes and need assistance from the community. In the past they have given out 15-20 boxes and hope to give out more this year. These boxes are given to families specifically recommended to the church. They plan to assemble the boxes on December 19th. The cost to sponsor a box is \$25. They will gladly accept monetary and non-monetary donations. Pastor Williams can be reached 404-250-2723 to recommend a family for a Christmas box. Each box includes a meat item, macaroni and cheese, green beans, cranberry sauce, a dessert, and ½ gallon beverage.

Mayor Eady stated that these efforts are the culmination of a coordinated effort to bring the resources of the community together to help alleviate the burdens brought on by the COVID-19 pandemic in the Oxford community. The group began meeting October 18th and includes the area churches, the City of Oxford, the Oxford Lions Club. Over Thanksgiving he had heard that people were looking for rides to First United Methodist Church in Covington for the meal they were serving. The boxes are a great way for the Oxford community to help these people.

Pastor Williams stated that donations can be made out to Mt. Zion First Baptist Church. He is working on setting up an account specifically for the Oxford COVID-19 Relief Center.

James Windham stated he was not aware these activities were going on. He does recall some plans being discussed but was not aware of the planned activities. He asked that Councilmembers be kept apprised of such developments. He also expressed concern that some people do not have computers and may not hear about the activities through social media.

Mayor Eady stated that Rust Chapel UMC, Allen Memorial UMC, and Mt. Zion First Baptist did focus on getting the word out through their congregations. The City of Oxford is serving as an information source.

Mr. Windham also asked that Pastor Williams let the City know as soon as the account is set up, since people have different beliefs and are in different denominations, and some may have reservations donating to Mt. Zion First Baptist Church.

Mayor Eady asked if anyone becomes aware of other things going on in the community to please let City Hall know.

7. **Planning Commission Recommendations/Petitions**

None.

8. **Citizen Concerns**

Pastor Williams wanted to express to Mr. Windham that everything is being done by his congregation decent and in order regarding the collection of funds for the COVID-19 Relief Center. He plans to have the separate account established by the following week and will inform City Hall when it is available. Mr. Windham indicated he did not intend to question the motives of Pastor Williams or the church and apologized if his statement was received that way.

9. **Solar Power Purchase Contract with MEAG** (Attachment C)

The City of Oxford has an opportunity to diversify its power resources to include solar energy. Steve Jackson from MEAG presented information about this opportunity at a previous City Council meeting. City Attorney David Strickland reviewed the proposed contract with MEAG and had no concerns. The contract is being finalized by MEAG. At this time MEAG would like a commitment from the City of Oxford to purchase 4 MW of power under the new contract so they can include that amount in the negotiations they are finalizing. Mayor Eady would like to have a vote affirming this commitment. The proposal would result in significant savings to the City during the next ten years. Mayor Eady asked if anyone would like to make a motion or if there are additional questions.

Laura McCanless made a motion to affirm the City of Oxford's commitment to purchase 4 MW from MEAG under the proposed contract arrangement. Jeff Wearing seconded the motion.

George Holt asked if the City knows exactly what the total possible obligation would be under the contract. Mayor Eady clarified that Mr. Holt is referring to the step-up charge in the contract which stipulates that if a city fails to pay their share, the other participating cities will be responsible for their cost. Mayor Eady stated that each city's potential step-up obligation per defaulting city is capped at the percent their share is of the entire deal. The total possible obligation cannot be calculated until MEAG can finalize the number of participants and their MW commitments.

Mr. Holt stated that although he is uncomfortable with this, he will probably vote to approve it. Mayor Eady stated that the vote on the table currently is contingent on finalization of the contract. If the contract terms are not acceptable, the City does not have to execute the contract. Ms. McCanless pointed out that this vote is nonbinding.

James Windham requested a booklet with terms to help City Council members understand issues related to power purchases. He also expressed concerns about entering into an agreement that would benefit Georgia Power and allow them to continue polluting the environment.

Mayor Eady stated the City could work with MEAG to come up with a guide for terms, particularly since there are three new City Councilmembers. He asked Matt Pepper to take note of this and he and Mr. Pepper will follow up with MEAG to try to come up with something.

Regarding the Georgia Power concern, MEAG purchases power from many different sources, one of which is Georgia Power. They also own a share of some plants through capital investments, such as Plant Scherer, which has been upgraded in recent years and is much more efficient. One of the most polluting plants, Wansley, is scheduled for shutdown in the near future. This plan is a solar power portion of MEAG's integrated resource plan which will allow getting out from under Wansley. The solar power developer will not be Georgia Power.

The proposed plan will reduce the City's reliance on Georgia Power. Currently when the City needs more power than it has, it must purchase power on the market, which consists mainly of gas- and coal-fired power. This plan eliminates that need, and also makes the City of Oxford non-emitting and not a contributor of carbon emissions associated with Oxford's power consumption.

Mr. Windham stated a list of the pros and cons is helpful. Mayor Eady also clarified that under the proposed plan the City is not making a capital investment. The commitment is only to purchase power.

Mr. Windham asked what city is making the largest commitment. Mayor Eady advised we do not know that yet, but he suspects most cities are committing in the <10 MW range. Mr. Windham asked Mayor Eady to pull some information together on what the potential ceiling is. Mr. Holt added that he has reviewed all the documentation and cannot make such a determination.

Mayor Eady stated Mr. Jackson can come back to address further questions. He also pointed out that Mr. Jackson previously advised the City Council that they would try to sell the power on the market before passing a member's obligation on to other members in the event of a default.

Mayor Eady restated the motion on the table, which is to commit to support the City's share of 4 MW of the deal, nonbinding contractually. This is under the assumption that the numbers provided previously reflect the final estimates and that the risk associated with the step-up clause is deemed to be a reasonable risk to the City Council. The City Council will still vote on the actual contract.

Laura McCanless amended her motion to make it a nonbinding commitment to commit to 4 MW of power under the proposed agreement with MEAG. George Holt seconded the amended motion. The motion was passed unanimously (7/0).

10. **Dried Indian Creek Corridor Project** (Attachment D)

Mayor Eady provided a recap of the previous discussion on October 19, 2020 for the University of Georgia (UGA) proposal for the Dried Indian Creek watershed assessment. The watershed assessment is a prerequisite for applying for a grant from the Georgia Department of Natural Resources (DNR) to restore the creek to a healthy state. Much of the land along the creek corridor is privately owned. Grant funds will help to defer the cost of paying for conservation easements and property acquisitions to protect the land.

Since the October presentation, the City has talked with the City of Covington and Newton County about possible collaboration on the project. The City of Covington is excited about the prospect of collaborating. They have several projects in the works along their portion of the creek corridor. Newton County also supports protecting the creek corridor but does not have any specific plans for the area. Mayor Eady plans to meet with Mayor Steve Horton and Chairman Banes to discuss particulars. At a minimum he would like to get them to sign a letter of commitment and support to accompany the City's grant application. The grant application is due around August/September of 2021.

There are a number of things that need to be done in advance of submitting the application that will support a robust grant proposal. The City is working with the Northeast Georgia Regional Commission (NEGRC) to prepare the grant application. NEGRC has advised the City that the watershed assessment is needed as a baseline component to successfully compete for the grant.

Mayor Eady reached out to UGA because of the success in the past working on projects with them. He contacted Donnie Longnecker who put him in touch with Don Calabria, who is an expert in doing watershed assessments and also has access to students who can be utilized to reduce the labor cost of the assessment. Dr. Calabria also has access to engineering resources on campus who can assist with modeling to determine the cost of intervention(s) needed to restore the creek corridor.

UGA has submitted a proposal to conduct the assessment for \$36,631.00. Dr. Calabria will have access to student resources during Spring semester, so a decision on the proposal is needed soon. However, a vote can be tabled if the City Council would like more information or has additional questions.

Laura McCanless stated she liked the proposal's clarity and its description of the deliverables.

James Windham expressed concern that the County has no plans to protect the portion of the creek corridor north of the Oxford city limits. He is afraid dumping could occur in that area and impact the portion of the creek that flows through the City. He also wants to ensure that once the assessment is complete, no additional funds will be necessary to apply for the grant.

Mayor Eady acknowledged that the land Mr. Windham is referring to is privately owned, and the grant is intended to help pay for conservation easements or land acquisitions on these types of properties.

Mr. Windham identified some property East of Soule Street in the Covington city limits that is privately owned. He would like to know what the City of Covington's long-range plans are for this area.

George Holt advised he shares Mr. Windham's concerns. He does not understand why there is a proposal for money to be spent to obtain a grant, yet it is not known how much will be needed for the grant. He wants to make sure that the assessment will cover the requirements for the grant.

Mayor Eady advised the grant program is the Georgia Outdoor Stewardship Program. Grant amounts range from \$.5 million to \$3 million. The requirements are available on the DNR website.

Mr. Holt stated that the requirements should have been presented to the City Council initially, and Mayor Eady has all of that information, but Mr. Holt does not.

Mayor Eady acknowledged that many of the details for the grant application are unknown at this time. The deadline is in August or September of 2021, but the watershed assessment takes some time, and this work product must be included with the application in order to know what type of intervention is needed to restore the creek corridor to a healthy state. This information is needed in order to have the conversations with the landowners. The assessment will cover the entire length of the creek starting at the headwaters.

Avis Williams stated she had some of the same concerns as Mr. Windham and Mr. Holt, but the more it is discussed, the more she understands the proposal.

Lynn Bohanan stated she had similar concerns and questioned what would happen if the City of Oxford invests the money and the other jurisdictions do not contribute or support the City's efforts in any way. She also wanted to make clear that she believes it is a worthwhile project but is a bit scared of taking on the project without any support. Mayor Eady stated that the City of Oxford has set aside \$50,000 each year for the next five years in the Capital Budget. At the worst, the City of Oxford will be spending \$36,000 on the assessment and know what needs to be done. The City could then talk to the property owners, many of which are interested in protecting the property.

Mr. Windham stated the City needs to know which type of easement can be offered to property owners, a county easement or federal easement. The type of easement that can be offered may have tax implications for the property owners. The City also needs to know what width of easement is needed.

Mayor Eady stated the width of the easement needed will not be known until the watershed assessment is completed.

Mr. Windham strongly recommended putting pressure on the City of Covington and Newton County to join the City of Oxford on the grant application, as doing so will bolster the odds of getting a grant. He also recommended taking some positive steps now starting on the West side of the creek to put in a trail or do something to demonstrate a front-end commitment. An appraiser will also likely be needed, which will cost additional money.

Ms. McCanless expressed her understanding that \$36,000 is a lot of money to spend but felt it would help get the much bigger grant which would benefit the City greatly. Since the City does have \$50,000 budgeted for the project, this expenditure would fit nicely. The Sustainability Committee is working very hard to try to make this project come together. They are working with community partners and state agencies in addition to the City of Covington and Newton County.

Jeff Wearing felt that having the assessment done is a step toward protecting the creek corridor on the East side of the City. He would be in favor of proceeding.

Mayor Eady's concern is timing. While he does not disagree with anyone's recommendations, he feels the City does not have any good basis for prioritizing what is done to the creek corridor without the science and engineering the assessment would provide. The money was budgeted for this purpose in the Capital Budget.

Mr. Holt stated he thought the money in the Capital Budget was intended for land acquisitions to protect the City on the East side. He feels more conversations are needed with the landowners before money is spent on the assessment. Mayor Eady stated the discussions with the landowners will occur concurrently with the assessment, and some have already taken place. But the specifics, such as the width of easement needed for each piece of property, can only be obtained logically from the assessment. If the City waits until after it has communicated with all landowners, it will be too late to apply in the current grant cycle.

Mr. Windham stated he will vote to approve the proposal for the watershed assessment, but he would like to hear more from the Sustainability Committee concerning their overall goal with this project, since they are pushing this project.

Mayor Eady stated that he is actually the main one pushing this project. The Sustainability Committee has been doing a lot of work to move the project along from a conceptual idea to an actionable plan via the grant application through DNR.

Ms. McCanless thanked Mayor Eady for collecting information and speaking to officials and landowners. The grant changed the game for the committee. Initially they were thinking about piecemeal purchases of land on the East side to create a buffer zone. When they found out about the grant's range of award, their goals shifted. They began to consider what they could do with that kind of money. The ultimate proposal would include connectivity from the headwaters to the Yellow River and linkage of trails. This proposal creates zero-carbon transportation and access to outdoor recreational and natural opportunities for people that do not have access to such opportunities currently. The

proposal not only would restore the creek to a healthy state but would also provide social and community benefits that are tangible and intangible.

Mr. Holt thanked Ms. McCanless for her comments that tied everything together. He felt that he understood the project much better as a result of her comments.

Mr. Windham asked for a commitment from the City Council that if the City does not get the grant, it will still use the assessment to make some improvements to the creek corridor. He also would like for the Sustainability Committee to start looking at strategies for the West side of the City.

Jeff Wearing made a motion to accept the proposal from John Calabria. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).

11. **Voting Delegates for the Electric Cities of Georgia Board** (Attachment E)

Staff proposes updating the voting delegates for the Electric Cities of Georgia (ECG) Board to appoint the Mayor as the delegate and the Mayor Pro Tem as the alternate so that the appointment will not need to be updated each time the persons in these positions change.

James Windham made a motion to approve the resolution appointing the Mayor and Mayor Pro Tem as the voting delegate and alternate for the ECG Board. Laura McCanless seconded the motion. The motion was approved unanimously (7/0).

12. **Invoices** (Attachment F)

The Council reviewed the invoices paid by the City of Oxford for \$1,000 or more in November 2020. Marcia Brooks provided one correction to the documented distributed: City of Oxford utility charges for 10/14/20 – 11/16/20 should have been listed as \$1,771.96 instead of \$1,236.97.

George Holt asked if the invoice from Great Estates Landscaping was only for spreading mulch. Mayor Eady stated it sounds like it is for all their monthly services, since it mentions a discount for July.

Mr. Holt asked what the City plans to do with 100 copies of *Images of America – Oxford*. Mayor Eady stated the City will make them available for sale. There has been interest from the public on where they can get copies of the book. The City of Oxford obtained the books at author (Erik Oliver) cost. The book retails for \$22.00. We can sell them at retail cost if desired.

13. **Executive Session**

James Windham made a motion to go to Executive Session at 8:57 p.m. Lynn Bohanan seconded the motion. The motion was approved unanimously (7/0).

The Council entered executive session to discuss personnel matters.

James Windham made a motion to exit Executive Session at 9:08 p.m. Jeff Wearing seconded the motion. The motion was approved unanimously.

14. **Adjourn**

A motion was made by James Windham to adjourn at 9:08 p.m. Lynn Bohanan seconded the motion. The motion was approved unanimously (7/0).

Respectfully Submitted,

Marcia Brooks
City Clerk/Treasurer



To: MEAG Power Participants
From: Steve Jackson, Sr. VP and COO *Steve*
Date: November 30, 2020
Subject: Solar Initiative – Power Purchase Contract Update

As MEAG Power staff has neared completion of the Solar Power Purchase Agreement (SPPA) between MEAG Power and the solar developer, it was recognized that the test energy provided under the SPPA would be available to the Solar Participants earlier than anticipated. In order to ensure that the Solar Participants receive the benefit of this energy from the facility, the Power Purchase Contract (PPC) between MEAG Power and the Solar Participants has been updated.

The following changes were made to the PPC to address this earlier timeline and are reflected in the attached redline of the agreement.

- 1) The billing date for funding the escrow account was moved to 90 days prior to the scheduled date for receipt of the test energy (Start Date).
- 2) The monthly billing for energy will begin 30 days prior to the Start Date.

The Start Date is anticipated to be June 1, 2023 and the amount of test energy is expected to increase over the period prior to the commercial operation date. This energy will be priced at a discount to the contract price due to its inconsistent delivery.

In addition to these changes to the PPC, the attached version also provides the draft resolution and draft legal opinion to support your commitment to the project. This version of the agreement is being provided in an editable format to allow the addition of your community specific information.

Please contact your Regional Manager with any questions or requests.

cc: Jim Fuller

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

1.

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

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

1.3 Initial Payment Obligation. The Authority shall deliver to the Solar Participant an initial billing statement up to ninety (90) days prior to the Facility's anticipated ~~commercial operation date (as determined~~commencement of the delivery of Test Energy pursuant to the SPPA) ~~(the "**Commercial Operation** (such anticipated date of delivery referred to as the "**Start Date**")~~). The initial billing statement shall set forth the Solar Participant's Entitlement Share Percentage of the sum of the estimated Solar Costs and estimated MEAG Costs (both terms, as defined in Section 1.4 below) for the month the Authority anticipates will generate the highest aggregate amount of Solar Costs and MEAG Costs (the "**Maximum Monthly Amount**") during the year subsequent to the year of the ~~Commercial Operation~~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 ~~Commercial Operation~~Start Date the Authority shall recalculate the Solar Participant's Maximum Monthly Amount for such year and, (i) if the Maximum Monthly Amount exceeds the Escrow Amount, the Authority shall include an amount equal to such deficit on the Solar Participant's next Billing Statement (as defined in Section 1.4) and (ii) if the Maximum Monthly Amount is less than the Escrow Amount, the Authority shall, at the Authority's election, either (A) refund to the Solar Participant an amount

from the Escrow Amount equal to such excess or (B) credit such excess to the Solar Participant's next succeeding Billing Statement(s).

1.4 Ongoing Payment Obligations.

(a) The Authority shall deliver to the Solar Participant a monthly Billing Statement commencing within the thirty (30) days preceding the anticipated ~~Commercial Operation~~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 Entitlement Share Percentage of the sum of the estimated Solar Costs and the estimated MEAG Costs. To the extent the amount paid by the Solar Participant pursuant to the preceding sentence is either greater or less than the Solar Participant’s Entitlement Share Percentage of the sum of the actual Solar Costs and the actual MEAG Costs for a particular month, the Authority: (i) shall credit any excess payment to the Solar Participant’s next Billing Statement and (ii) may satisfy any deficit from the Solar Participant’s Escrow Amount and include a corresponding charge on the Solar Participant’s next Billing Statement (so as to restore the Solar Participant’s Escrow Amount).

For purposes of this Contract, (i) “**Solar Costs**” for a particular month shall mean the gross amount due to the Company or any other person for the month by the Authority pursuant to the terms of the SPPA, but excluding any interest charged by the Company to the Authority pursuant to Section 10.3 of the SPPA and (ii) “**MEAG Costs**” for a particular month shall mean all costs incurred by the Authority during the month in connection with the purchase from the Company and delivery to the Solar Participant of the Solar Participant’s Entitlement Share,

including, but not limited to, (A) costs of (I) scheduling the delivery of solar energy, (II) energy imbalance penalties and (III) all other charges imposed on the Authority and associated with the transmission and delivery of solar energy to the Solar Participants, and (B) a share determined by the Authority to be allocable to this Contract, of all (I) administrative and general costs and (II) operation and maintenance costs, in each case related to the operation and conducting the business of the Authority, including salaries, fees for legal, engineering, and other services and all other expenses properly related to the conduct of the affairs of the Authority.

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

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

1.5 Rate Covenant. The Solar Participant will establish, maintain, and collect rates and charges for the electric service of its electric system so as to provide revenues sufficient to

enable the Solar Participant to pay to the Authority all amounts payable under this Contract and to pay all other amounts payable from and all lawful charges against or liens on the revenues of its electric system.

2.

2.1. Term. The term of this Contract shall commence on the ~~Commercial Operation~~date that is ninety (90) days prior to the Start Date and shall continue through and include the end of the twentieth (20th) Contract Year (~~each,~~ as defined in the SPPA), unless the SPPA, is terminated prior to such date, at which point this Contract will terminate upon the Solar Participant's full and complete satisfaction of its duties and obligations hereunder.

3.

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

4.

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

5.

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

6.

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

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

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

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

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

Applicable Law presently in effect having applicability to it, or (b) require the consent or approval of, or material filing or registration with, any Governmental Authority or other Person other than such consents or approvals that are not yet required but expected to be obtained in due course.

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

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

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

7.

Default; Remedies for Default.

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

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

(c) Interest on Late Payments. Any amounts that are not paid when due hereunder shall bear interest at the Contract Interest Rate from the date due until paid, which rate shall not exceed the maximum permissible under Georgia law. The defaulting Solar Participant shall be

and shall remain solely liable for the payment of any interest arising under this Section 7(c). For purposes of this Contract, the “**Contract Interest Rate**” shall mean one hundred (100) basis points per annum plus the rate per annum equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published); provided that if at any time during the Term, the Wall Street Journal no longer publishes a prime lending rate, the prime lending rate for purposes of the calculation of the Contract Interest Rate will be average of the prime interest rates which are announced, from time to time, by the three (3) largest banks (by assets) headquartered in the United States which publish a prime, base or reference rate.

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

(e) Other Default by Solar Participant. In the event of a failure of the Solar Participant to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Solar Participant to pay all amounts due to the Authority under this Contract or in the event of a failure of the Solar Participant to take from the Authority its Supplemental Power in accordance with the provisions of this Contract, or in the event of any default by the Solar Participant under any other covenant, agreement or obligation of this

Contract, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract against the Solar Participant.

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

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

(h) Default of Other Solar Participant.

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

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

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

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

(ii) The difference, if any, between the defaulting Solar Participant's unpaid payment obligations for a particular month (calculated pursuant to Section 1.4 and without inclusion of any interest amount accrued pursuant to Section 7(c), above) and the sum of (i) the defaulting Solar Participant's Escrow Amount (to the extent the Escrow Amount has not been previously applied to an unpaid obligation of the Solar Participant pursuant to Section 7(h)(i)(1)) and (ii) the proceeds of the applicable Default Sale (net of the Authority's expenses incurred to facilitate such Default Sale) shall be referred to as the "**Special Cost Increase.**" The Special Cost Increase shall be allocated among the non-defaulting Solar Participants pro rata based on their Entitlement Share Percentages and each non-defaulting Solar Participant shall be obligated to satisfy their allocable share of the Special Cost Increase; provided that a non-defaulting Solar Participant's share of a Special Cost Increase shall not exceed 25% of the amount otherwise reflected on the Solar Participant's Billing Statement for the month to which the Special Cost Increase is attributable.

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

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

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

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

MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

[Solar Participant Signature is on the next page]

SOLAR PARTICIPANT

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A
FORM OF SPPA

[to be inserted]

EXHIBIT B

FORM OF AUTHORIZING RESOLUTION OF SOLAR PARTICIPANT

[to be inserted]

EXHIBIT C

FORM OF OPINION OF COUNSEL TO PARTICIPANT

[to be inserted]

DRIED INDIAN CREEK

PRE-PROPOSAL

INTRODUCTION

Thank you for the opportunity to submit a preproposal to evaluate the upper portion of Dried Indian Creek Watershed north of the confluence. The College of Environment & Design (CED) is eager to continue assisting the City of Oxford in 2021 by assessing the area of interest, then proposing interventions and designs to improve water quality. As you are aware, watersheds encompass many social, economic and environmental facets. When these facets are aligned, it has the power to enhance environmental and community resilience.

We propose creating a watershed assessment report that identifies likely impacts to the watershed health and suggests how to ameliorate impacts with conservation, enhancement and restoration activities in the watershed and receiving waters based on best available science and field investigation.

Activities include assessing land use impacts and performing spring time investigations of benthic macroinvertebrates at three different reaches to better understand impairments. Once complete with the assessment, an interdisciplinary team will propose and model land use conversion with various stormwater control measures to predict changes in water quality. A generalized probable construction cost will be prepared to help identify future funding opportunities.

WATERSHED CHARACTERISTICS

The reach of Dried Indian Creek that lies to the north of I-20 is about 3.3 miles long and encompasses about 2.37 square miles (Figure 1). Although more than half of the watershed area is either in forest or field, about a quarter of it is comprised of development with impervious surfaces, which are known to impair a stream system. This stream has impaired biota, suggesting opportunities to improve water quality and biotic life.

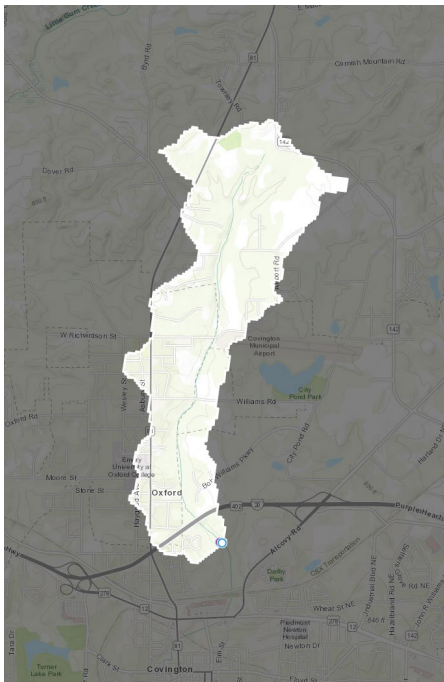


Figure 1: Watershed Boundary based on DEM (Source: Model My Watershed)

WATERSHED APPROACH

We propose a multidisciplinary approach that will help us better understand why Dried Indian Creek is listed and does not support its intended use. The first step is to obtain relevant data and identify gaps for data collection. The data collection consists of field work and remote sensing. The next step includes modeling the baseline condition in order to identify stressors contributing to the “Degraded Aquatic Life” impairment.

If funded, we will investigate the watershed, collect base information and deploy suitable models to help explain degradation, then model interventions and conceptualize site designs to reverse degradation. Interventions include expanding voluntary conservation easements, low impact development and habitat improvement. In addition to faculty, UGA students from service-learning courses may assist depending on travel availability.

An example from a recent student thesis illustrates the location of practices based on pollution impacts (Figure 2). Specific practices for agricultural, institutional and community areas were identified based on site suitability, which includes identifying available land to ameliorate land use impacts (Figure 3).

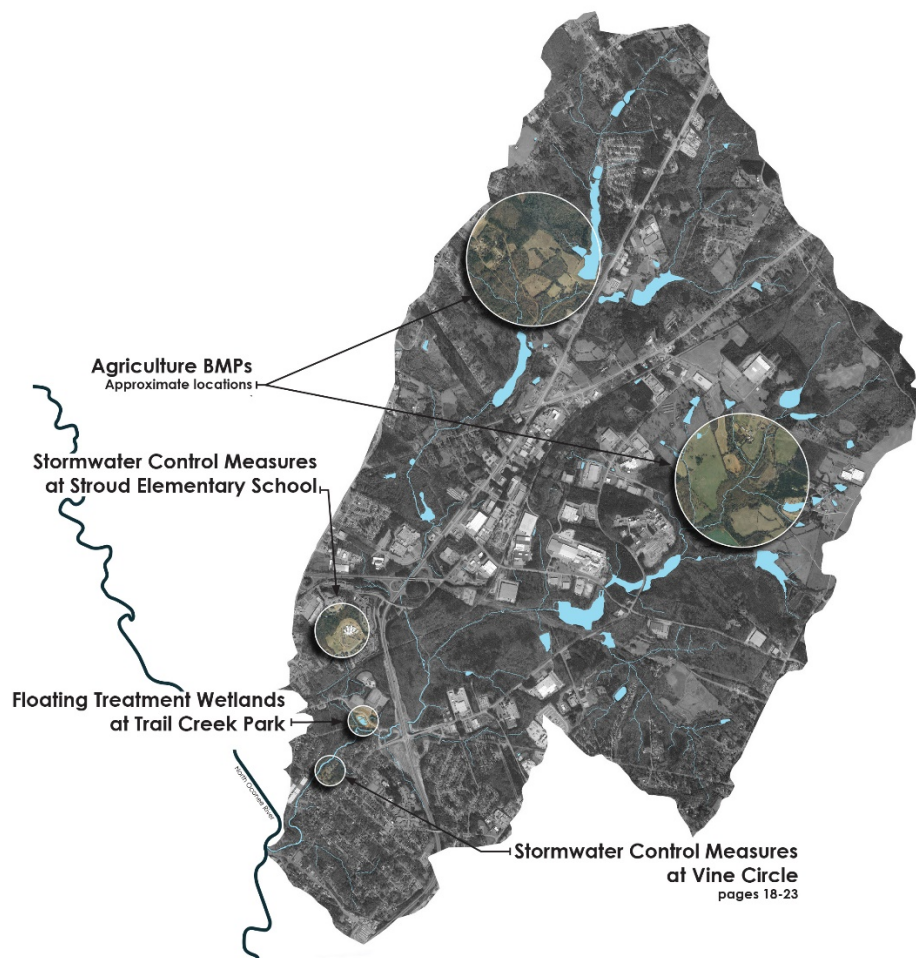
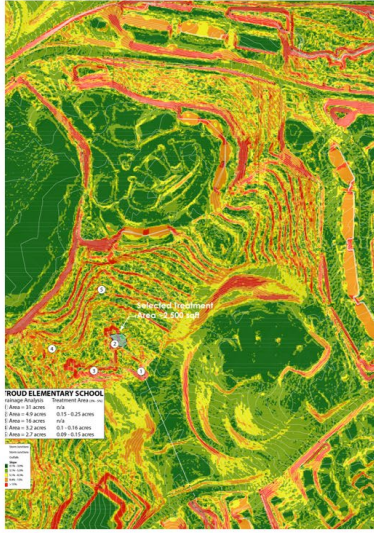
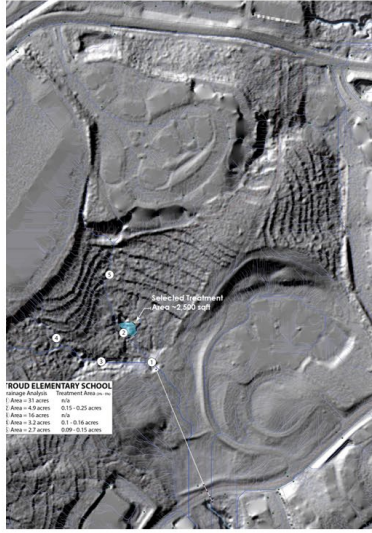


Figure 2: Example of Conceptual Plan specifying locations for SCMs. Source for this and all images: Aguar, K., "A CONTINUED EFFORT FOR STORMWATER CONTROL MEASURES IN THE TRAIL CREEK WATERSHED"

Slope Analysis
Potential SCM Areas at Stroud Elementary School



Hillshade and Drainage Analysis
Potential SCM Areas at Stroud Elementary School



Aerial Imagery and Drainage Analysis
Potential SCM Areas at Stroud Elementary School

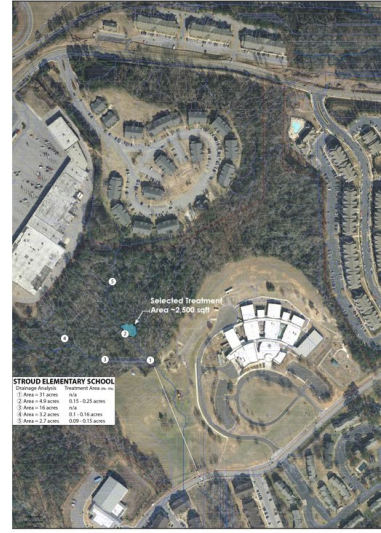


Figure 3: Example of Site Suitability to guide SCM placement.

Part of the inventory process includes site investigations at three places that represent different stream reaches to assess the biological integrity of the reach. Warnell Forestry will investigate these areas by early Spring 2021 to help understand impairments to the stream system.

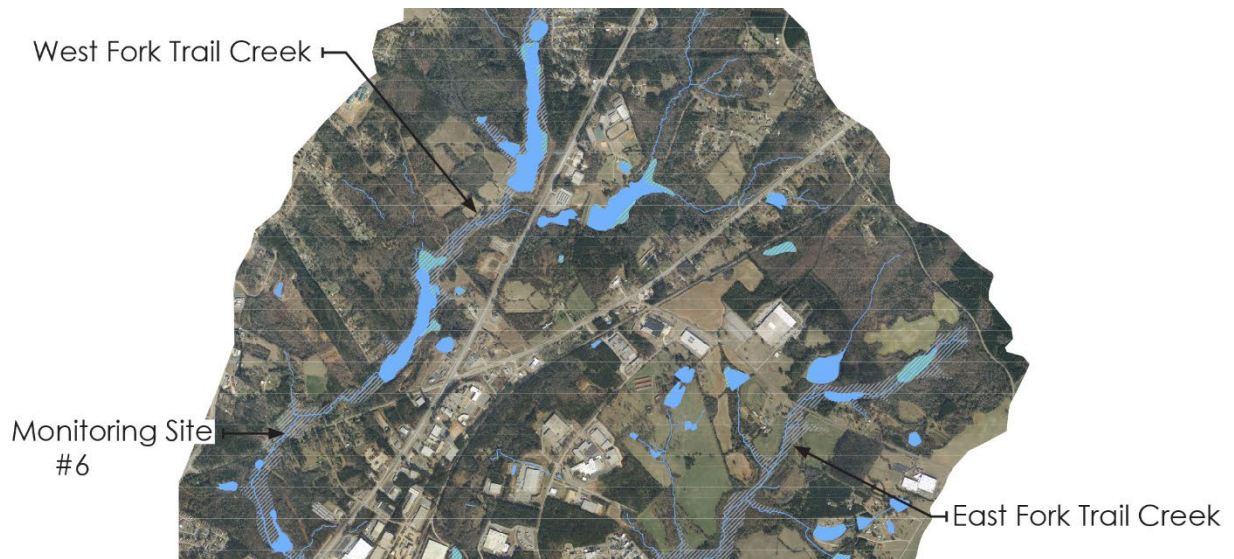


Figure 4: Example of Monitoring Location for Biological Investigation

BUDGET PROPOSAL

We propose completing the scope not to exceed a total of \$36,631.00 inclusive of travel, supplies and salary with benefits for student and faculty support. The scope includes data acquisition, modeling of baseline and intervention conditions that provide a trajectory to improve water quality.

Specific deliverables are an electronic document, delivered electronically, with existing conditions based on client provided GIS data and modeled results with a probable construction costs for interventions. The watershed assessment plan is intended as a living document that can be updated to reflect changes.

Budget Justification

The proposed budget includes travel (\$550) to and from Athens, GA; salary and fringe for the PI to direct and synthesize the project with one semester support of a graduate student during the grant period (\$21,081); professional services for benthic macroinvertebrates and engineering modeling of baseline conditions, predevelopment conditions and proposed interventions (\$15,000). The benthic macroinvertebrates would be completed in stream reaches that reflect changing conditions at three locations. The engineering support involves working with PI and student to identify appropriate stormwater control measures, then model changes to the infiltration and runoff.

FUTURE OPPORTUNITIES

We will also search and apply for an external grant to leverage local, non-federal match that could be part of this preproposal. Specifically, we plan to apply for state water research funds in the near term, then explore other sources of external funding.

RESOLUTION
CITY OF OXFORD/COUNTY OF NEWTON

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

This seventh day of December, 2020.

CITY OF OXFORD

ATTEST:

David S. Eady, Mayor

Marcia Brooks, City Clerk

[SEAL]

City of Oxford
Invoices >=\$1,000
10/27/2020 – 11/30/2020

VENDOR	DESCRIPTION	AMOUNT
RECURRING CHARGES		
City of Oxford	Utility Charges 9/15/20-10/14/20	2,013.81
City of Oxford	Utility charges 10/14/20-11/16/20	1,771.96
Newton County Board of Commissioners	Water Purchase October 2020; Invoice #2760	17,039.00
Newton County Water & Sewerage Authority	Sewer Treatment Fees, 9/29/2020 – 10/29/2020	6,002.41
GMEBS Life and Health Insurance Program	Monthly Premiums December 2020; Invoice # 304813	11,970.04
GMEBS Retirement Trust	Employer Retirement Contributions November 2020; Invoice #384616	5,681.33
GMEBS Retirement Trust	Employer Retirement Contributions December 2020; Invoice #386163	5,681.33
Georgia Environmental Finance Authority (GEFA)	Monthly Payment on Loan 2016L06WQ November 2020	4,556.05
Southeastern Power Administration (SPA)	SEPA Energy Cost (October 2020) Inv. #B-21-0101	3,011.35
Municipal Electric Authority of Georgia (MEAG)	Monthly Electric Purchases for October 2020	97,581.21
Municipal Electric Authority of Georgia (MEAG)	Annual SCADA emulation access renewal November 2020-October 2021	1,920.00
IRS	Federal Payroll Taxes, October 29 – November 30 2020	14,465.94
Latham Home Sanitation	Commercial Waste Removal Services October 2020	7,361.18
VC3 (formerly Sophicity)	November charges for software and hardware support; invoice #55280	1,996.84
Georgia Municipal Association (GMA)	2021 Membership Dues	1,438.30

VENDOR	DESCRIPTION	AMOUNT
PURCHASES/CONTRACT LABOR		
C. David Strickland, P.C.	City Legal Services, October 2020; Invoices #13509, 13510,13511,13512,13513	1,365.00
McNair McLemore Middlebrooks & Co.	Financial Consultant Services October 2020, Inv. #88279	1,070.00
Steven A. Hathorn, P.C.	Municipal Court Judge services, October – December 2020	1,250.00
Treadwell, Tamplin & Co.	Audit services for year ended 6/30/2020	4,000.00
Great Estates Landscaping	Spread mulch provided by the City around perimeter of park	2,035.00
Erik Oliver	100 copies of <i>Images of America – Oxford</i> (18.19 ea.)	1,819.00
Anixter, Inc.	Electrical supplies	1,122.95
WOCO Pep Oil, Inc.	Gasoline/diesel fuel – invoice # 11424	2,324.21
Covington Automotive Repair Service	Repairs on blue Dodge (Public Works); P.O. 13740 10/28/2020	1,076.89
Built-Rite Contractors	Metal Roof Repair, Whatcoat Building	3,500.00