



AGENDA
CITY OF CAMILLA COUNCIL MEETING
CITY COUNCIL CHAMBERS
LIVE BROADCAST - CITY OF CAMILLA FACEBOOK PAGE
MONDAY, DECEMBER 12, 2022~ 6:00 P.M.

1. Call to Order; Roll Call
2. Opening Prayer and Pledge
3. Approval of Agenda
4. Speaker Appearances
5. Action Items:
 - a. Ordinance No. 2022-12-12-1 – Entertainment Zone – The Centennial Fields of Camilla, Georgia – Second Reading
 - b. Mayor Weekly Video Address
 - c. Authorization for City Manager to Explore Property Purchases Downtown
 - d. Reallocation of ARPA Funds for Utility Assistance Program
 - e. Boards and Commissions – Appointments and Reappointments
 - f. Municipal Electric Authority of Georgia - Power Sale of Excess Reserve Capacity
 - g. Power Purchase Contract – Pineview Solar LLC
 - h. Bid Award – Storm Drainage Improvements for Thomas and Cochran Street
 - i. 2023 Calendar – Work Sessions/Council Meetings
6. City Manager's Report
7. Mayor's Announcements
8. Adjourn

AGENDA ITEM #5 - ACTION ITEMS

December 12, 2022

Councilmember Tucker

- a. The Mayor and Council held the first reading of an Ordinance providing for the inclusion of additional property known as the baseball fields in the Entertainment Zone at The Centennial Fields of Camilla, Georgia at their regularly scheduled meeting on November 14, 2022. The second reading of Ordinance 2022-12-12-1 is being held tonight. The Council recommends approval to adopt Ordinance 2022-12-12-1, and Exhibit B as presented, with authorization for the Mayor to sign.

MOTION: _____

SECOND: _____

- b. The Mayor has requested authorization to deliver, at his discretion, a weekly video address to discuss accomplishments, highlight priorities and planned projects, planned events, and other City and community related information. The Council recommends authorizing the Mayor, at his discretion, to deliver the address to the citizens of Camilla using in-house communication platforms.

MOTION: _____

SECOND: _____

- c. Authorization for City Manager to Explore Property Purchases Downtown – Mayor Owens

- d. The Mayor and Council discussed the use of remaining funds from the Citizen Vaccination Program, which ends on December 31, 2022. It is estimated \$28,000 of ARPA funds will remain at the conclusion of the program and Council requests allocation and use of the remaining funds as follows:

\$23,000	Utility Assistance Program
\$ 5,000	Citizen Vaccination Program

The Council recommends approval to allocate and use the balance of the budgeted ARPA funds as presented.

MOTION: _____

SECOND: _____

- e. The Council reviewed appointments and re-appointments to various Boards and Commissions for 2023. Mayor Owens will open the floor for nominations:

REGIONAL COMMISSION:

Non-public representative (one year term) – expiring appointment: Nathaniel Keaton

HISTORIC PRESERVATION:

One position for 3 year term – expiring appointment: Shealy Dixon

MITCHELL COUNTY RECREATION BOARD:

One position for a 1 year term – expiring appointment: Corey Morgan

MITCHELL COUNTY HEALTH DEPARTMENT:

One position for a 6 year term – expiring appointment: Rosa Ward

CAMILLA TREE COMMITTEE:

Four positions for a 1 year term – expiring appointments: W.D. Palmer, III; Martha Cabiness; Janice Smith; Rad Yager

ZONING APPEALS BOARD:

Two positions for 3 year term – expiring appointments: Jimmy Jones and Derek Hadley

ANIMAL CONTROL APPEALS BOARD:

One position to fill unexpired term ending 12/2024 – replacement for Charles Stripling

S.G.G.S.A. GOVERNMENTAL AUTHORITY:

One position for 4 year term – expiring appointment: Bennett Adams

CAMILLA/MITCHELL COUNTY LAND BANK:

One position for 2 year term – expiring appointment: W.D. Palmer III

ABSENTEE BALLOT CLERK – Appointment: Tammy Jackson

- f. The Mayor and Council discussed an agreement with the Municipal Electric Authority of Georgia (MEAG) to facilitate the sale, on behalf of Camilla, certain excess reserve capacity to Blakey. Blakely agrees to purchase 1,412 kW at \$11.50 per kW-year with the initial term of the sale of Camilla's excess reserve capacity at 0000 hours on January 1, 2023 and ending at 2400 hours on December 31, 2023. The Council recommends approval to execute the agreement with MEAG to sell excess reserve capacity to Blakely and authorizes the Mayor to sign.

MOTION: _____

SECOND: _____

- g. The Mayor and Council discussed the first amendment to the Power Purchase Contract dated August 16, 2021 between MEAG Power and Pineview Solar LLC. MEAG Power agreed to a conditional amendment to the agreement with Pineview which increases the price of the power from \$25.91 per MWh to \$29.06 per MWh and reduces the term from 20 years to 15 years. The amendment is conditional per approval of the Solar Participants to the new contract terms. An option for MEAG Power to buy the solar facility at the end of the term, if beneficial to Solar Participants, is also included in the amendment. The Council recommends approval to execute the First Amendment to the Power Purchase Contract and authorizes the Mayor to sign.

MOTION: _____

SECOND: _____

- h. Bid Award – Storm Drainage Improvements for Thomas and Cochran Streets – City Manager Stroud

- i. The Mayor and Council reviewed dates for calendar year 2023 work sessions and council meetings. The Council recommends approving the 2023 calendar as presented.

MOTION: _____

SECOND: _____

CITY OF CAMILLA, GEORGIA
ORDINANCE NO. 2022-12-12-1

AN ORDINANCE AMENDING CHAPTER 9 OF ARTICLE V OF THE CITY CODE OF THE CITY OF CAMILLA TO INCLUDE ADDITIONAL PROPERTY AT THE CENTENNIAL FIELDS OF CAMILLA, GEORGIA IN THE ENTERTAINMENT DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Camilla adopted Ordinance No. 2021-08-16-2, enacting Article V Chapter 9 of the City Code entitled “Special Events and Use of City Property”; and

WHEREAS, Section 9-5-6 limited special events permits to the geographic area established by Exhibit “B” of the ordinance to be known as the “Entertainment District”; and

WHEREAS, after careful study and deliberation, the Mayor and Council have determined it to be in the best interest of the City to add additional property at The Centennial Fields of Camilla, Georgia to the Entertainment District established by the ordinance.

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Camilla as follows:

Section 1. Exhibit “B” of Section 9-5-6 is amended by adding additional property at The Centennial Fields of Camilla, Georgia more particularly shown on Exhibit “B” of this ordinance to the Entertainment District for the City of Camilla.

Section 2. All ordinances or parts of ordinances in conflict herewith are repealed.

SO ORDAINED, this _____ day of _____, 2022.

CITY OF CAMILLA

By: _____
Kelvin Owens, Mayor

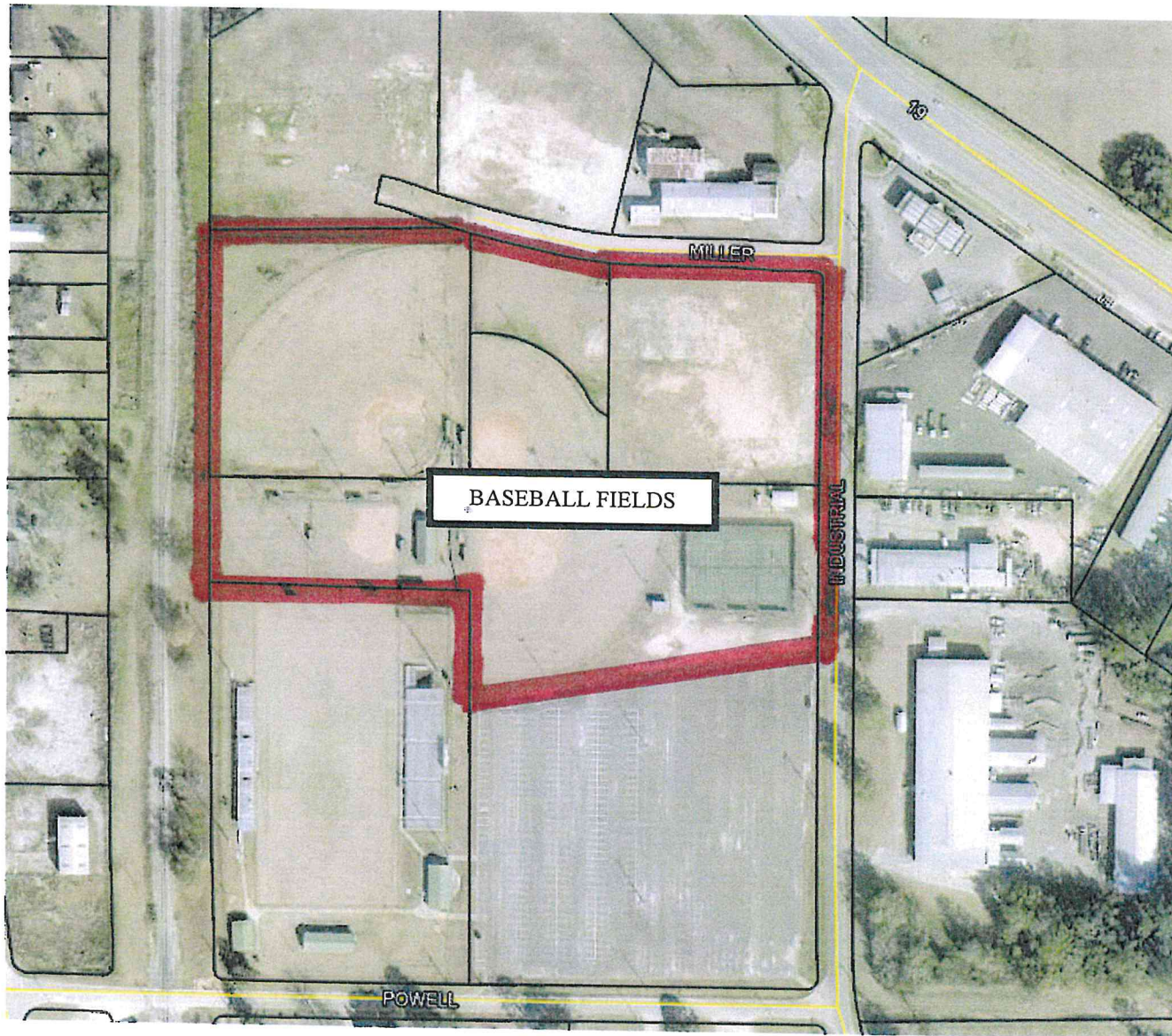
(S E A L)

Attest: _____
Cheryl Ford, Clerk

1st READING: _____ November 14, 2022 _____

2nd READING: _____ December 12, 2022 _____

**EXHIBIT "B" ENTERTAINMENT DISTRICTS
THE CENTENNIAL FIELDS OF CAMILLA, GEORGIA
ADDITION OF BASEBALL FIELDS – DATE OF AMENDMENT: DECEMBER 12, 2022
ORDINANCE NO.: 2022-12-12-1**



CITY OF CAMILLA BOARDS & COMMISSIONS 2023

Appointments and re-appointments for consideration and approval:

PLANNING COMMISSION (4 year term)

Robert Brown, Jr.	Expires 12/2024
Randy Bentley	Expires 12/2024
Martha Cabiness	Expires 12/2024
Laura Vann	Expires 12/2025
Dorothy Hill	Expires 12/2025

LIBRARY BOARD

City appoints one member and receives an annual audited financial statement. The City contributes to the DeSoto Trail Library as contracted.

Councilmember Laura Beth Tucker	Expires: term of elected office
Mayor Kelvin Owens	Expires: term of elected office

CHAMBER OF COMMERCE

City is represented by two Appointed Directors on the Board. The City requires an annual audited Financial statement as the City contributes to the Chamber of Commerce as contracted.

Mayor Kelvin Owens	Expires: term of elected office
City Manager	Expires: term of appointment

BOYS AND GIRLS CLUB

The City is represented by one member on this Board. The City requires an annual audited financial statement as the City contributes to the Boys and Girls Club as contracted.

Mayor Kelvin Owens	Expires: term of elected office
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REGIONAL COMMISSION BOARD APPOINTMENT

W.D. Palmer, III (City)	Expires - Term of Elected Office
Nathaniel Keaton (Non-public)	Expires 12/2022

HISTORIC PRESERVATION COMMITTEE (3 year term)

Ginger Kimmel	Expires 12/2024
Shealy Dixon	Expires 12/2022
Janet Crane	Expires 12/2023
Larcene Dawson	Expires 12/2023
City Manager	Expires: term of appointment

MITCHELL COUNTY RECREATION BOARD (1 year term)

Corey Morgan Expires 12/2022

MITCHELL COUNTY HEALTH DEPARTMENT BOARD

Rosa Ward (6 year term) Expires 12/2022

Mayor Kelvin Owens Expires: term of elected office.

DEVELOPMENT AUTHORITY OF THE CITY OF CAMILLA

Eddie Toombs (2-year term) Expires 12/2027

Ondrea Peoples (2-year term) Expires 12/2027

Adela Ford (4-year term) Expires 12/2023

Harold Jenkins (4-year term) Expires 12/2023

E.J. Vann, IV (6-year term) Expires 12/2025

J. Frank Dixon (6-year term) Expires 12/2025

W.D. Palmer, III, Chairman (6-year term) Expires 12/2025

Mayor, Ex-Officio

City Manager, Ex-Officio

City Attorney

CAMILLA TREE COMMITTEE (1 year term)

W.D. Palmer, III, (City Council) Expires 12/2022

Martha Cabiness (Planning Comm.) Expires 12/2022

Janice Smith (Board of Realtors) Expires 12/2022

Rad Yager (Horticulture) Expires 12/2022

City Manager Expires: term of appointment

ZONING APPEALS BOARD (3 year term)

Vic Warren Expires 12/2024

Tim Wade Expires 12/2024

Danny Singleton Expires 12/2024

Jimmy Jones Expires 12/2022

Derek Hadley Expires 12/2022

ANIMAL CONTROL APPEALS BOARD (3 year term)

Jimmy Holton Expires 12/2024

Charles Stripling Expires 12/2024 (requests to be replaced)

Gustine Hayward Expires 12/2024

Judi Palmer Expires 12/2023

Dan Jenkins III Expires 12/2023

S.G.G.S.A. GOVERNMENTAL AUTHORITY (4 year term)

W.D. Palmer, III, Council Member Expires 01/15/2025

Bennett Adams, Mitchell County Resident Expires 01/15/2023

CAMILLA/MITCHELL COUNTY LAND BANK (2 year term)

Barbara Reddick (School Board) Expires 12/31/2023

Mayor Kelvin Owens Expires 12/31/2023

W.D. Palmer, III, Council Member Expires 12/31/2022

AIRPORT COMMITTEE – COUNCIL APPOINTMENTS

Elected Officials

Commission Chair Ben Hayward

Mayor Kelvin Owens

Appointed Citizens

Ronald Hays

Tim Maxwell

Dusty Shiver

Cader Cox

Staff

City Manager

City Clerk

Airport Manager

RADIO USER BOARD

Raimond Dewayne Burley, Council Member

Laura Beth Tucker, Council Member

City Manager

Expires: term of elected office

Expires: term of elected office

Expires: term of appointment

ETHICS BOARD

Vicki Hicks

Deborah Reiber

Jermaine King

Expires 05/10/2023

Expires 05/10/2023

Expires 05/10/2023

CITY ATTORNEY – Fincher Denmark LLC

Term: Until a successor is appointed and qualified

CITY AUDITOR – Vacant

Term: Until a successor is appointed and qualified

CITY MUNICIPAL COURT JUDGE – Gregory (Greg) T. Williams

Term: Until a successor is appointed and qualified

CITY MUNICIPAL COURT SOLICITOR – Blake Brantley

Term: Until a successor is appointed and qualified

ELECTION SUPERINTENDENT – Cheryl Ford

Term: Until a successor is appointed and qualified

ABSENTEE BALLOT CLERK – Tammy Jackson

Term: Until a successor is appointed and qualified



November 14, 2022

City of Camilla, Georgia
Attn: The Honorable Kelvin Owens, Mayor
30 E. Broad Street
Camilla, Georgia 31730

City of Blakely, Georgia
Attn: The Honorable Travis Wimbush, Mayor
82 Court Sq.
Blakely, Georgia 39823

**Re: MEAG Power Sale of Excess Reserve Capacity to the City of Blakely
on Behalf of the City of Camilla**

Dear Mayor Owens and Mayor Wimbush:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), City of Camilla, Georgia ("Camilla"), and the City of Blakely, Georgia ("Blakely") for MEAG Power's sale on behalf of Camilla of certain excess reserve capacity to Blakely pursuant to Section 312 of the Power Sales Contract between MEAG Power and Camilla. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Camilla and Blakely, it is understood and agreed that:

(1) Sale of Excess Reserve Capacity by MEAG Power on Behalf of Camilla.

(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Camilla, Camilla has declared capacity in the amount of 1,412 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Camilla has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Blakely.

(b) This Sale Amount shall not reduce Camilla's cost obligations under the Power Sales Contract and Camilla shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Blakely for the Sale Amount pursuant to this Letter Agreement shall be credited to Camilla's obligation to MEAG Power to pay for its Entitlement Share.

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



(2) Purchase of Excess Reserve Capacity by Blakely. Blakely agrees to purchase the Sale Amount for a price of \$11.50 per kW-year (the "Contract Price"). MEAG Power shall bill Blakely for such amount and Blakely shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Blakely.

(3) Costs. Camilla shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Camilla to enable it to verify any such costs.

(4) Indemnification. Camilla hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Camilla's sale of excess reserve capacity pursuant to this Letter Agreement, only to the extent permitted by law

(5) Term. The initial term of the sale of Camilla's excess reserve capacity to Blakely pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2023 and end at 2400 hours on December 31, 2023. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Camilla's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

(6) Termination and Unwind. If MEAG Power changes its policy concerning the computation of necessary reserve capacity from a "budgeted coincident peaks" standard to an "actual peaks" standard and such policy change goes into effect during the Term of this Letter Agreement, Camilla and Blakely shall be returned to their respective positions as if this Letter Agreement had not been entered into (e.g., Blakely shall receive a credit for amounts it paid pursuant to this Letter Agreement and Camilla shall be billed for all such amounts). Subsequently, this Letter Agreement shall terminate, except that Sections (3) and (4) shall remain effective.

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of Camilla and Blakely, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

ATTEST:

By:

James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF CAMILLA

By: _____

ATTEST:

City Clerk

[SEAL]

Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF BLAKELY

By: _____

ATTEST:

City Clerk

[SEAL]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF CAMILLA

By: _____

ATTEST:

City Clerk

[SEAL]

Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF BLAKELY

By: _____

ATTEST:

City Clerk

[SEAL]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



TO: Solar Participants

FROM: MEAG Power

DATE: November 30, 2022

**SUBJECT: First Amendment to the Power Purchase Contract ("PPC") between
Municipal Electric Authority of Georgia and the Undersigned
Participant**

This memo will provide the background concerning the need for the attached First Amendment to the PPC. As you may recall, the original PPC executed by each Solar Participant last summer included Exhibit A, a copy of the Solar Power Purchase Agreement ("SPPA") between MEAG Power and Pineview Solar LLC (the Solar Developer).

As a result of some significant changes that have occurred the last few months impacting the solar industry, MEAG Power agreed to a conditional amendment to the SPPA with Pineview Solar LLC, which increases the price of the power from \$25.91 per MWh to \$29.06 per MWh and reduces the term from 20 years to 15 years. Absent approval of these provisions, the solar developer will abandon the project. The condition to this amendment is obtaining the approval of the Solar Participants to the new contract terms.

Accordingly, the attached First Amendment to the PPC adds Exhibit B which reflects the new pricing and reduced term with respect to the solar energy. Also, reflected in Exhibit B is an option for MEAG Power to buy the solar facility at the end of the term if beneficial to Solar Participants. Your approval of this Amendment will signify your agreement to these new terms.

Please contact either Steve Jackson at 770-563-0314, Michele Jackson at 770-563-0313 or Pete Degnan at 770-661-2893 with any questions.

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

This First Amendment to the Power Purchase Contract (this “Amendment”), made and entered into as of _____, 2022, by and between the Municipal Electric Authority of Georgia (the “Authority” or “MEAG Power”), a public body corporate and politic and a public corporation and an instrumentality of the State of Georgia, created by the provisions of the Municipal Electric Authority Act, Ga. L. 1976, p. 107, as amended (the “Act”), and the City of Camilla (the “Solar Participant”), a political subdivision of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority has previously entered into the Power Purchase Contract (“PPC”) made and entered as of August 16, 2021, with the City of Camilla (the “Solar Participant”);

WHEREAS, Section 1.1 of the PPC references as Exhibit A that certain Power Purchase Agreement with Pineview Solar LLC (the “Company”) for the output and services of approximately 80 MWac from a photovoltaic solar energy generation facility located in Wilcox County, Georgia (the “Facility”) to be constructed, owned, operated, and maintained by the Company (hereinafter the “SPPA”);

WHEREAS, as the result of changes that have occurred impacting the solar industry and subject to the approval of each of the Solar Participants, MEAG Power’s Board has authorized MEAG Power’s President and CEO to execute Amendment No. 1 to the SPPA in substantial form;

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.

Section 1.1 of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant is hereby amended by adding Exhibit B which reflects the changes to the SPPA agreed to by the Authority and the Company.

2.

All other provisions of the Power Purchase Contract between Municipal Electric Authority of Georgia and the Solar Participant shall remain in full force and effect and binding upon the parties hereto.

3.

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

MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA

By: _____
Name: James E. Fuller
Title: President and CEO

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

[Solar Participant Signature is on the next page]

CITY OF CAMILLA

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT B

AMENDMENT NO. 1 TO THE SPPA

**AMENDMENT NO. 1 TO THE
POWER PURCHASE AGREEMENT BETWEEN
PINEVIEW SOLAR LLC
AND
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**

THIS AMENDMENT NO. 1, dated as of November 14, 2022 ("Amendment"), amends the Power Purchase Agreement by and between PINEVIEW SOLAR LLC ("Seller") and the MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA ("Buyer") dated as of September 10, 2021 ("PPA"). Seller and Buyer are individually referred to herein as a "Party" and collectively as the "Parties."

BACKGROUND RECITALS:

A. Pursuant to the PPA, Seller is planning to construct, own, and operate a solar photovoltaic electric generation facility on a site located in Wilcox County, Georgia and Seller intends to sell and deliver to Buyer the power, output and services of the Facility to provide Supplemental Power to the Solar Participants, and Buyer intends to purchase the same from Seller in accordance with the terms and conditions of the PPA; and

B. Consistent with Section 21 of the PPA, Seller and Buyer agree to amend the PPA as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein and in the PPA and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties each intending to be legally bound hereby agree as follows:

A. Amendments to PPA.

The Parties hereby agree to amend the PPA as follows:

1. Section 1.1 – Definitions.

(a) Contract Price. The Contract Price of \$25.91 per MWh is replaced with the following: \$29.06 per MWh.

(b) Notice to Proceed Date. The definition of Notice Proceed Date is deleted and replaced with the following:

"Notice to Proceed Date" means the date on which notice is issued by Seller to its contractor under the engineering, procurement and construction agreement or similar contract relating to the construction of the Facility, authorizing and directing the full and unrestricted commencement of construction of the Facility. The Notice to Proceed Date shall occur on or before April 1, 2023.

(c) **Guaranteed Commercial Operation Date.** The definition of Guaranteed Commercial Operation Date is deleted and replaced with the following:

“Guaranteed Commercial Operation Date” means November 1, 2024, provided that the Guaranteed Commercial Operation Date shall be extended on a day-for-day basis for each day of delay in Seller’s development, permitting, construction, interconnection or completion of the Facility associated with (a) the occurrence of a Force Majeure event, (b) a breach by Buyer of any of its obligations under this Agreement, (c) the occurrence of an Emergency condition, or (d) a delay in the in-service date of the Interconnection Facilities beyond the expected date set forth in the Generation Interconnection Agreement, including as a result of a delay in the completion of any Network Upgrades, provided that such delay is not the result of Seller’s failure to perform its obligations under the Generation Interconnection Agreement.

2. **Term.** Section 2.1 is deleted in its entirety and replaced with the following:

2.1 **Term.** This Agreement is entered into as of the date hereof (the “Effective Date”) and, unless earlier terminated as provided herein, shall remain in effect until the end of the fifteenth (15th) Contract Year (the “Term”).

3. **Contract Price.** Section 5.1 is deleted in its entirety and replaced with the following.

5.1 **Contract Price.** Commencing on the Commercial Operation Date and continuing through the Term, Buyer shall pay the Contract Price for all deliveries to Buyer of the Products. The Contract Price includes the consideration to be paid by Buyer to Seller for the Products, and Seller shall not be entitled to any compensation over and above the Contract Price for the Products, except as set forth in Section 4.4.2. Seller agrees to reduce the Contract Price by \$0.50/MWh for each \$0.01/watt reduction in module pricing Seller obtains below \$0.44/watt, as of the Notice to Proceed Date, on a pro rata basis. Seller further agrees to provide Buyer with an “open book” approach to Seller’s module pricing. So, by way of example, if Seller obtains modules at \$0.43/watt, Seller agrees to reduce the Contract Price to \$28.56/MWh.

4. **Buyer Transmission Services.** Section 6.5 is deleted in its entirety and replaced with the following:

6.5 **Buyer Transmission Services.** Beginning no later than October 1, 2023 and continuing throughout the Term, Buyer shall be responsible for arranging and paying for all transmission service required to effectuate the receipt of Test Energy and Net Output at the Point of Delivery. As between Buyer and Seller, Buyer shall bear all responsibility, liability, costs, fees, penalties and any other expenses associated with any failures, errors or omissions solely due to Buyer’s performance of such obligations, including the failure to timely perform such obligations in

accordance with this Agreement or the requirements of any Electric System Authority. Buyer shall indemnify, hold harmless and reimburse Seller for any liability, costs, fees, penalties and any other expenses assessed against or incurred by Seller that are Buyer's responsibility pursuant to the preceding sentence.

5. Purchase Option. A new Section 4.7, Buyer Purchase Option, is added, as follows:

4.7 Buyer Purchase Option.

4.7.1 Purchase Option. Provided that Buyer is not in default under this Agreement, Buyer shall have the option to purchase the Facility (the "Purchase Option") for a purchase price equal to the *greater of* (i) the fair market value of the Facility, or (ii) the depreciated net book value of the Facility (the "Purchase Price"), as follows:

(a) Buyer shall deliver written notice to Seller of its interest in exercising the Purchase Option (the "Preliminary Interest Notice") no less than thirty-one (31) months prior to the end of the 15th Contract Year. If Buyer fails to deliver the Preliminary Interest Notice to Seller 31 months prior to the end of the 15th Contract Year, the Purchase Option shall terminate.

(b) Within thirty (30) calendar days following delivery of the Preliminary Interest Notice, Seller shall provide Buyer its proposed Purchase Price, along with an explanation of whether the Purchase Price is based on (i) its determination of the fair market value of the Facility, or (ii) the depreciated net book value of the Facility. Buyer shall then have a period of thirty (30) days after receipt of such information (i) to conditionally confirm the Purchase Price, (ii) retract its interest in exercising the Purchase Option, or (iii) if the Purchase Price specified by Seller is based on Seller's determination of fair market value of the Facility, to disagree with Seller's determination of such fair market value, in each case, by written notice to Seller. Seller will reasonably cooperate with Buyer in providing information Seller used in determining the proposed Purchase Price.

(i) If the Buyer conditionally confirms its interest in exercising the Purchase Option ("Conditional Purchase Option Confirmation Notice"), Buyer will take steps to establish a new Supplemental Power project with interested Participants on whose behalf Buyer would exercise the Purchase Option. Buyer will notify Seller if Buyer elects to exercise the Purchase Option (the "Purchase Option Confirmation Notice") no later than fifteen (15) months prior to the end of the 15th Contract Year. If Buyer does not provide a Purchase Option Confirmation Notice no less than fifteen months prior to the end of the 15th Contract Year, the Purchase Option shall terminate.

(ii) To the extent the Purchase Price is based on Seller's determination of the fair market value of the Facility, such value is greater than the Facility's depreciated net book value, and Buyer disagrees with Seller's determination of the proposed Purchase Price, Buyer shall so notify Seller of its objection in writing, and the Parties shall determine fair market value of the Facility in accordance with Section 4.7.2 below (the "FMV"). Once FMV has been established pursuant to Section 4.7.2, and Buyer conditionally confirms its interest in exercising the Purchase Option ("Conditional Purchase Option Confirmation Notice"), Buyer will take steps to establish a new Supplemental Power project with interested Participants on whose behalf Buyer would exercise the Purchase Option. Buyer will notify Seller if Buyer elects to exercise the Purchase Option (the "Purchase Option Confirmation Notice") no less than thirty (30) days following the determination of FMV under Section 4.7.2 below.

4.7.2 Determination of Fair Market Value.

(a) If the Purchase Price indicated by Seller in accordance with Section 4.7.1 is based on Seller's determination of the fair market value of the Facility and Buyer disagrees with such stated Purchase Price, then the Parties shall each select and retain, at their own cost and expense, a nationally recognized independent appraiser with experience and expertise in appraising power generation facilities to determine separately the FMV of the Facility. Subject to the appraisers' execution and delivery to Seller of a suitable confidentiality agreement in a form reasonably acceptable to Seller, Seller shall provide each appraiser access to the Facility and its applicable books and records during business hours and upon prior written notice. The appraisers shall act reasonably and in good faith to determine the FMV of the Facility and the Parties shall use their best efforts to cause each appraiser to complete such respective determination no later than ninety (90) calendar days following delivery of the Preliminary Interest Notice. Buyer and Seller may provide to each appraiser a list of factors which they suggest be taken into consideration when the appraisers generate their respective appraisals, consistent with industry standards prevailing at such time for appraising renewable power generation facilities similar to the Facility. Any information provided to an appraiser by Seller or Buyer shall be provided to the other appraiser and the other Party at the same time, it being the intent of the Parties that the appraisers have access to the same information. Buyer and Seller shall deliver the results of their respective appraisal to the other when completed. If so requested by either Buyer or Seller, the appraisals shall be exchanged simultaneously. After each appraisal is completed and exchanged, the Parties and their appraisers shall promptly confer and attempt to agree upon the FMV of the Facility.

(b) If, within fifteen (15) calendar days after completion of each appraisal described above, Buyer and Seller cannot agree on the FMV of the Facility, and the values of the appraisals are within five percent (5%) of each other, the FMV of the Facility shall be the simple average of the two appraisals. If the

values of the two appraisals differ by five percent (5%) or more, the appraisers shall choose a third independent appraiser experienced in appraising renewable power generation assets similar to the Facility. The third appraiser shall have access to the same information as was available to the first two appraisers. Buyer and Seller shall direct the third appraiser to determine the FMV of the Facility within forty-five (45) calendar days following retention of the third appraiser. The costs and expenses of such third appraiser shall be shared equally by Buyer and Seller. Upon completion of the FMV of the Facility by such third appraiser, the FMV of the Facility will be the simple average of the three (3) appraisals completed in accordance with this Section 4.7.2. In each of the determinations of the FMV by the first two appraisers or the determination of the FMV by the third appraiser, as applicable, Buyer shall have a period of thirty (30) days to exercise the Purchase Option or retract its interest in exercising the Purchase Option, and at the end of which period the Purchase Option will terminate.

4.7.3 Closing of Purchase Option; Termination of Agreement; Continuation of Agreement.

(a) Upon reaching agreement on the Purchase Option, (i) the Parties shall promptly execute all definitive agreements necessary to cause title to the Facility to pass to Buyer, free and clear of any unpermitted Liens; and (ii) Buyer shall pay the Purchase Price to Seller in immediately available funds and in accordance with any previous written instructions delivered to Buyer by Seller for payments under this Agreement. Buyer shall also execute such documents reasonably necessary for Buyer to accept, assume and perform all then-existing agreements related to the Facility.

(b) The Facility will be sold as is, where is, with all faults. Seller will assign to Buyer any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or implied, concerning the Facility (other than as to title). Seller shall also provide Buyer all Facility operation and maintenance manuals and logs in Seller's possession and provide Buyer basic training on the operation and maintenance of the Facility upon Buyer's reasonable request. Upon purchase of the Facility, Buyer shall assume complete responsibility for the operation and maintenance of the Facility and liability for the performance of (and risk of loss for) the Facility, and, except for any Seller obligations that survive termination as expressly provided in this Agreement, Seller will have no further liabilities or obligations hereunder for the Facility. Each Party shall bear its respective fees, costs and expenses incurred in connection with such Purchase Option transaction.

(c) In the event the Purchase Option transaction closes prior to the end of the Term, this Agreement shall terminate upon the closing of such transaction.

(d) In the event Buyer retracts its intent to exercise the Purchase Option or does not timely confirm the Purchase Option in accordance with Section 4.7.1,

in each case, prior to the end of the Term, the provisions of the Agreement shall continue in full force and effect as if Buyer had not notified Seller of its intent to exercise the Purchase Option.

4.7.4 For the avoidance of doubt, in addition to Buyer's remedies set forth in Section 11.2.1, Buyer shall have the remedy of specific performance to compel Seller's performance of its duties hereunder with respect to the Purchase Option.

B. Conditions Precedent.

This Amendment shall have no force or effect unless and until it is approved by each of the Solar Participants.

C. Other Provisions.

1. Unless otherwise specifically provided in this Amendment, capitalized terms in this Amendment shall have the meaning assigned to such terms in the PPA.
2. This Amendment has been duly authorized, executed and delivered by each Party.
3. Except as amended hereby, the terms and conditions of the PPA shall remain in full force and effect. Each reference in the PPA to the PPA shall be a reference to the PPA as amended hereby.
4. This Amendment may be executed by facsimile or PDF (electronic copy) and in multiple counterparts, all of which taken together shall have the same force and effect as one and the same original instrument.
5. This Amendment shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other because of the preparation or other event of negotiation, drafting or execution hereof.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first written above.

PINEVIEW SOLAR LLC

BY: _____

NAME: Ilan Caplan

TITLE: Authorized Signatory

MUNICIPAL ELECTRIC AUTHORITY
OF GEORGIA

BY: _____

NAME: James E. Fuller

TITLE: President & CEO

YORK & ASSOCIATES ENGINEERING, INC.

09 December 2022

Mr. Dennis Stroud, City Manager
City of Camilla
P.O. Box 328
Camilla, Georgia 31730

Re: Bid for Storm Drainage Improvements Thomas & Cochran Streets

Dear Mr. Stroud:

Attached, please find the bid tabulation on the bids that were submitted on 08 December 2022. The low bid on the project was from Green's Backhoe, Inc. in the amount of \$139,420.20.

It is York & Associates Engineering, Inc.'s recommendation that Green's Backhoe, Inc. of Thomasville, Georgia be awarded the project in the amount of \$139,420.20.

If you have any questions, please contact us.

Sincerely,
YORK & ASSOCIATES ENGINEERING, INC.



J.D. York, P.E., P.L.S.

Attachments

cc: Cheryl Ford, City Clerk

G:\PROJECT\2022\2022-15 Camilla Cochran & Thomas\BIDDING\Award Recommendation.wpd

BID FORM Time: <u>11:00 A.M.</u> Date: <u>December 8th , 2022</u> Place: <u>City of Camilla, Georgia - City Hall</u> Title of Job: STORM DRAINAGE IMPROVEMENTS -Thomas & Cochran Streets		Prepared For: <u>CITY OF CAMILLA</u> By: <u>York & Associates Engineering, Inc.</u>							
		Contractor		Green's Backhoe, Inc.		Zane Grace Construction, Inc.		HTS Constructions Inc.	
		Bid Bond		Great Midwest Insurance Co.		Nationwide Mutual Ins. Co.		Merchants Bonding Co.	
Item No.	Description	Units	Est No. Units	Unit Price \$		Unit Price	Item Total	Unit Price	Item Total
1570.1	Traffic Control & Detours. Complete	Lump Sum	1	\$4,200.00	4,200.00	8,500.00	8,500.00	15,673.01	15,673.01
2100.1	Mobilization	LUMP SUM	1	\$6,500.00	6,500.00	10,000.00	10,000.00	6,000.00	6,000.00
2200.1	Minor Grading - Bay St. Headwalls area.	Lump Sum	1	15,000.00	15,000.00	41,328.00	41,328.00	7,500.00	7,500.00
2511.1	Asphalt Pavement Replacement.	SF	1070	6.80	7,276.00	9.87	10,560.90	14.00	14,980.00
2511.2	Pavement Marking for crosswalk lines.	LS	1	985.00	985.00	3,500.00	3,500.00	3,800.00	3,800.00
2520.1	6-inch thick Concrete Pavement for Bay St. & Plant St. Complete	SF	515	14.30	7,364.50	22.00	11,330.00	12.00	6,180.00
2523.1	24" Curb & Gutter	LF	450	31.00	13,950.00	28.60	12,870.00	22.00	9,900.00
2523.2	Concrete Sidewalk Ramps	EA	2	2,150.00	4,300.00	780.00	1,560.00	2,400.00	4,800.00
2701	Installation of Storm Sewer Junction Box / Manholes, Catch Basin, Drop Inlet Including Base, Cone, Top, and Grating. Also Including Excavation, Dewatering, Sheet piling & Shoring or Trench Box, Bedding, Backfilling, Compaction, Installed Complete.								0.00
2701.1	2' x 2' or 4' Diameter 1019A Type C, Drop Inlet 0' - 4' Depth to Invert. Complete -Structure S-2.	EA	1	2,950.00	2,950.00	4,350.00	4,350.00	3,450.00	3,450.00
2701.2	4' Diameter Single Wing Catch Basin Structure GDOT 1033, 0 - 4' Depth to Invert. Complete -Structure S-3	EA	1	4,150.00	4,150.00	5,500.00	5,500.00	5,000.00	5,000.00

2701.3	8' x 3.5' 1019A type E Drop Inlet with Double Grate GDOT 9031L , 0' - 4' Depth to Invert. Complete - Structure S-4	EA	1	4,875.00	4,875.00	4,980.00	4,980.00	10,500.00	10,500.00
2720	Furnish and Install Reinforced Concrete Pipe (RCP) Storm Drainage Pipes Including Excavation, Bedding, Backfill, Compaction, Sheeting and Shoring, Coupling, Bands. Complete.								
2720.1	18" DIA. Reinforced Concrete Pipe Class 4- Excavation Depth 0-4'	LF	82	85.30	6,994.60	206.00	16,892.00	150.00	12,300.00
2720-2	48" DIA. Reinforced Concrete Pipe Class 3 - Excavation Depth 0-6'. Complete	LF	104	261.65	27,211.60	416.00	43,264.00	329.62	34,280.48
2720-3	Connect 18"DIA. RCP to Existing Storm Structure. Complete	EA	1	2,400.00	2,400.00	1,250.00	1,250.00	7,000.00	7,000.00
2750	Utility service re-connection (Includes water, sewer, gas, electric, cable, telephone) Note: Unit price for services shall include all temporary connections regardless of the number or times that the service must be reconnected or relocated.	LS	1	3,000.00	3,000.00	2,850.00	2,850.00	8,500.00	8,500.00
2931	Grassing, Temporary and Permanent	SY	330	0.95	313.50	3.00	990.00	12.00	3,960.00
3100.1	Concrete Headwall for Twin 48" pipes per GDOT 1001-B for Straight Wall for Bay Street. Complete	EA	2	13,500.00	27,000.00	8,900.00	17,800.00	16,000.00	32,000.00
3100.2	Concrete Flume at Headwall (Bay St.)	LS	1	950.00	950.00	770.00	770.00	1,500.00	1,500.00
	TOTAL BID AMOUNT=				139,420.20		198,294.90		187,323.49

2023 WORK SESSION and COUNCIL MEETING SCHEDULE
LOCATION: CITY COUNCIL CHAMBERS – 1st FLOOR – CITY
HALL – 30 E. BROAD STREET – CAMILLA, GEORGIA

WORK SESSION – 6:00 P.M.	COUNCIL MEETING – 6:00 P.M.
Tuesday, January 3, 2023	Monday, January 9, 2023
Monday, February 6, 2023	Monday, February 13, 2023
Monday, March 6, 2023	Monday, March 13, 2023
Monday, April 3, 2023	Monday, April 10, 2023
Monday, May 1, 2023	Monday, May 8, 2023
Monday, June 5, 2023	Monday, June 12, 2023
Tuesday, July 3, 2023	Monday, July 10, 2023
Monday, August 7, 2023	Monday, August 14, 2023
Tuesday, September 4, 2023	Monday, September 11, 2023
Monday, October 2, 2023	Monday, October 9, 2023
Monday, November 6, 2023	Monday, November 13, 2023
Monday, December 4, 2023	Monday, December 11, 2023

Work Sessions are scheduled the first Monday of the month and Council Meetings are scheduled the second Monday of the month unless there is a holiday or a conflict, at which time the meetings will be scheduled for the next available date. Dates and times may require amendments during the Budget Work Session or other unforeseen conflicts.



City of Camilla – P.O. Box 328 – Camilla, Georgia 31730
 Phone: (229) 336-2220 ~ Website: www.camillaga.net

CEMETERY SPACES SOLD - REPORT - OAKVIEW CEMETERY

09/06/2022 - 11/02/2022

<i>OWNER</i>	<i>BURIAL</i>	<i>SECTION</i>	<i>SIZE</i>	<i>COST</i>
Kenneth Brown Sr.	Sherry Brown	Water Oak	5' x 10'	\$175.00
Tammy Bryant	James Brown Jr.	Georgia Oak	5' x 10'	\$175.00
Doretha Walker	Louise Brown	Georgia Oak	5' x 10'	\$175.00
Sallie Knight & Family	Jeffrey Bernard Johnson	Water Oak	20' x 10'	\$700.00
Tamika Sweet	Jatavious Johnson	Post Oak	5' x 10'	\$175.00
Sheree Redden	Jimmy Lee Redden Jr.	Georgia Oak	5' x 10'	\$175.00
TOTAL SPACES SOLD 9				\$1,575.00