



October 14, 2025

City of Elberton, Georgia  
Attn: The Honorable R. Daniel Graves, Mayor  
230 N. McIntosh Street  
Elberton, GA 30635

City of Lawrenceville, Georgia  
Attn: The Honorable David Still, Mayor  
70 South Clayton Street  
Lawrenceville, GA 30046

**Re: MEAG Power Sale of Excess Power to City of Lawrenceville  
on Behalf of the City of Elberton**

Dear Mayor Graves and Mayor Still:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), the City of Elberton, Georgia ("Elberton"), and the City of Lawrenceville, Georgia ("Lawrenceville"), for MEAG Power's sale on behalf of Elberton of certain excess power to Lawrenceville pursuant to Section 312 of the Power Sales Contract between MEAG Power and Elberton. 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, Elberton and Lawrenceville, it is understood and agreed that:

**(1) Sale of Excess Power by MEAG Power on Behalf of Elberton.**

**(a)** Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Elberton, Elberton has declared the amounts shown in Attachment 1, net of any Vogtle sellback amounts, to be excess to its needs. Elberton has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell to Lawrenceville this capacity and the output in each hour therefrom, including output directed to off system sales, as delivered energy (the "Sale Amount") in accordance with the terms and conditions set forth in Attachment 1.

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

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



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

(c) MEAG Power shall treat that portion of the output sold to Lawrenceville on behalf of Elberton as Lawrenceville's resource from delivery at level B-1.

(2) **Purchase of Excess Power by Lawrenceville.** Lawrenceville agrees to purchase the Sale Amount in accordance with the terms and conditions set forth in Attachment 1. MEAG Power shall bill Lawrenceville for such amount and Lawrenceville shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Lawrenceville.

(3) **Costs.** Elberton 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 Elberton to enable it to verify any such costs.

(4) **Indemnification.** Elberton 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, Elberton's sale of excess power pursuant to this Letter Agreement, only to the extent permitted by law

If you are in agreement with the foregoing, and after this Letter Agreement has been duly authorized by the governing bodies of Elberton and Lawrenceville, 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]



Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

**CITY OF ELBERTON**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

**CITY OF LAWRENCEVILLE**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]



Attachment 1—Terms and Conditions

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Product: Project 1 Capacity and Unit Output (5x16)

Term: Beginning hour ending 0700 Central Prevailing Time June 1, 2026  
through hour ending 2200 Central Prevailing Time September 30, 2026

And

Beginning hour ending 0700 Central Prevailing Time June 1, 2027  
through hour ending 2200 Central Prevailing Time September 30, 2027

Contract Quantity: 6.0 MW (approximately 0.690765% of Project 1)

Pricing: June 2026 – September 2026 \$63.50/MWh

June 2027 – September 2027 \$67.50/MWh