

## **MINUTES**

### **DECATUR COUNTY BOARD OF COMMISSIONERS**

#### **COMMISSIONERS' BOARDROOM**

**TUESDAY, JULY 8, 2025**

PRESENT: CHAIRMAN PETE STEPHENS, COMMISSIONERS, BOBBY BARBER, JR, RUSTY DAVIS, STEVE BROCK, AND GEORGE ANDERSON, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST

ABSENT: VICE CHAIRMAN DENNIS BRINSON

#### **INVOCATION AND THE PLEDGE OF ALLEGIANCE**

Chairman Stephens called the regular meeting to order at 9:00 a.m. After the call to order, Chairman Stephens gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

#### **APPROVAL OF AGENDA**

Commissioner Davis made a motion to approve the agenda, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

#### **SPECIAL PRESENTATIONS**

There were no Special Presentations.

#### **PUBLIC PARTICIPATION**

There was no Public Participation.

#### **APPROVAL OF MINUTES**

Commissioner Brock made a motion to approve the minutes of the Commissioners' meeting held June 24, 2025, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

#### **OLD BUSINESS**

There was no Old Business.

#### **NEW BUSINESS**

**Update from Code Enforcement – Elijah McCoy.** Chairman Stephens recognized Elijah McCoy who stated he wanted to give a brief update on the county's code enforcement issues. Mr. McCoy stated there's been several issues within the county, but code enforcement has been working to get the issues resolved. Mr. McCoy is recommending the county review and update policies pertaining to code enforcement penalties.

**Update on Request from District Attorney.** Chairman Stephens recognized County Administrator Thomas who reminded the Board that several months ago District Attorney Joe Mullholland came before the Board and requested additional funds from Decatur County and stated he was making the same request to the other four counties within the circuit. District Attorney Mullholland was complaining about the disparity of funding to the District Attorney's office compared to that of the Public Defender's office. County Administrator Thomas stated representatives of the five counties within the circuit met to discuss the request and agreed on the attached breakdown of funds for the two offices. County Administrator Thomas stated the proposed distribution of funds will not start until January 1, 2026 and is recommending approval by the Board. Commissioner Brock made a motion to approve the new breakdown of funds to the

District Attorney's office and the Public Defender's office. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

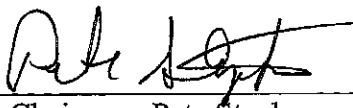
**Clarification of Decatur Energy Storage, LLC.** Chairman Stephens recognized County Administrator Thomas who stated in the last meeting an agreement was approved and signed with Decatur County Energy Storage, LLC, as requested by the attorney for the company. Following delivery of the executed document Mr. Jonathan Wells, attorney for the company, made contact and stated he included "County" in the company name in error and requested a new document be approved with the corrected company name. County Administrator Thomas recommended approval of the agreement with the corrected name. Commissioner Davis made a motion to approve the corrected agreement, a copy of which attached. Commissioner Barber seconded the motion; a vote was taken and unanimously approved.

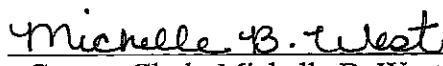
**COMMISSIONERS/ADMINISTRATOR'S REMARKS**

The Commissioners thanked everyone for coming.

**ADJOURN**

There being no further business, the meeting, on motion by Commissioner Barber, was duly adjourned. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Approved:   
Chairman, Pete Stephens

Attest:   
County Clerk, Michelle B. West



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (the "**AGREEMENT**") is entered into as of the effective date set forth below by and between **DECATUR ENERGY STORAGE, LLC**, a Delaware limited liability company authorized to do business in Georgia (the "**Company**") and **DECATUR COUNTY, GEORGIA**, by and through its Board of Commissioners (the "**County**"), each a "**Party**" and collectively the "**Parties**."

### RECITALS

**WHEREAS**, the Company intends to construct a battery energy storage system (a "**BESS**") (the "**Project**") co-located with the pre-existing 200 Megawatt solar photovoltaic generating facility owned and operated by an affiliate of the Company, Decatur Solar Energy Center, LLC, on approximately 1,089 acres located near 532 Attapulgus Climax Road in Decatur County, Georgia, and the BESS Project specifically will be sited on a 20 acre portion of Tax Parcel Number 01040-027-A00 as indicated by the maps currently maintained by the County (the "**Site**"); and

**WHEREAS**, a BESS is one or more devices, assembled, capable of storing and discharging electricity primarily intended to supply electricity to a building or to the electrical grid. A BESS may include, but is not limited to, the following: battery cells; enclosures and dedicated-use buildings; thermal, battery, and energy management system components; inverters; distribution, collection, and feeder lines; wires and cables; conduit; towers; poles; crossarms; guy lines and anchors; substations; interconnection or switching facilities; circuit breakers and transformers; overhead and underground control, communications and radio relay systems, and telecommunications equipment; utility lines and installations; and accessory equipment and structures to be installed on the Site (the "**Equipment**").

**WHEREAS**, the Project includes, but is not limited to, (i) the Site; (ii) the Equipment; and (iii) certain related real property improvements, such as, without limitation, concrete pads, footings, foundations, fencing, and roads to be constructed by the Company on the Site (collectively, the "**Improvements**").

**WHEREAS**, the Company intends to obtain a Land Disturbance Permit pursuant to Chapter 3.06.00 of the Unified Development Code of Decatur County, Georgia (the "**Code**") and a Building Permit pursuant to Section 7.08.01 of the Code (collectively, the "**Project Approvals**"), and

**WHEREAS**, the success of the Project depends upon the long-term commitment of substantial resources of the Company and the careful integration of capital facilities, planning, financing, and construction schedules; and the Company wishes to enter into this Agreement to obtain assurances and agreements from the County before making a determination to risk substantial Company resources; and

**WHEREAS**, the Parties anticipate that the development of the Project will create jobs and otherwise stimulate economic growth in the County and the region, and after careful review and deliberation, the County has determined that it is in the County's best interest to enter into this Agreement to provide certain benefits to the Company and the Project, in order to induce the Company to develop the Project; and

**WHEREAS**, the County finds that the Project is consistent with the Comprehensive Plan, the Code, and there is no zoning that would prohibit the Property or the Site from being used for BESS; and

**WHEREAS**, the County finds that this Agreement complies with applicable building, housing, electrical, plumbing, and gas codes now in effect in Decatur County; and

**WHEREAS**, the County has published notice of a public meeting at which this Agreement was considered as required by State law and has otherwise completed all steps, conditions and requirements necessary for the County to consider, adopt, execute, and deliver this Agreement as permitted by law.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, including the above recitals which are incorporated herein and made a part of this Agreement by reference, which are relied upon by the Parties, and which constitute part of this Agreement, and other good and valuable consideration the receipt and adequacy of which hereby acknowledged, the Parties agree as follows:

### **ARTICLE I ENTITLEMENTS**

The County is committed to facilitate and assist the Company in developing the Project at the Site, and in furtherance thereof, to the maximum extent permitted by applicable state or federal law, sets forth certain specified entitlements in this Article I. By entering into this Agreement, the County's intent is to vest all rights and entitlements stated in this Agreement in the Company. Recognizing the Company's reliance on this Agreement, the County expressly agrees that it shall not interpose any objection or defense to enforcement of this Agreement on grounds, if any exist, that any applicable state law limits or prohibits any of the entitlements set forth below or the covenants of the County herein.

**1.1 Entitlement to Develop.** The County certifies that, as of the Effective Date, subject to the Company's compliance with the requirements of the Project Approvals and this Section 1.1, no applicable rule prohibits, prevents or encumbers the completion of the Project at the Site. While nothing in the applicable rules prohibits development of the Project as proposed, the Company acknowledges that certain applicable County rules related to buildings and driveways by their nature must be applied during the development completion phases. The Company further acknowledges and agrees that the Project will comply with the following:

1.1.1 The Project shall comply with the latest edition of National Fire Protection Association (the "NFPA") 855 Standard for the Installation of Stationary Energy Storage Systems published and adopted by the State of Georgia at the time the submittals required by Section 1.1.5 are provided to the County.

1.1.2 The Project will comply with the following setbacks:

1.1.2.1 The BESS containers shall be set back a minimum of 100 feet from the nearest edge of a public road right-of-way.

1.1.2.2 The BESS containers shall be set back a minimum of 100 feet from the property line of any real property that is not subject to any agreements with the Company (a "Non-Participating Property").

1.1.3 Perimeter fencing of the Project of at least six (6) feet in height, consistent with requirements established in the National Electric Code (also known as NFPA 70), shall be required, with appropriate signage annotating danger and high voltage.

1.1.4 The Company agrees to the following safety and security measures:

1.1.4.1 The Company will prepare an emergency response plan (the "ERP"), including current Company contact information, and will provide the plan to the County prior to the commencement of commercial operations. The ERP shall be reviewed by the Company annually and updated as appropriate. Copies of the ERP shall be maintained at an approved on-site location accessible to facility personnel, the local fire department, and emergency responders, which should be outside the perimeter fence.

1.1.4.2 Signage at the primary entrance to the Project shall display the name of the ultimate parent company of the Company and a phone number for general inquiries.

1.1.5 At least thirty (30) days prior to the commencement of physical, on-site construction, the Company shall apply for the Building Permit required by Section 7.08.01 of the Code.

**1.2 Vested Rights.** The County intends that every commitment made under this Agreement shall be a vested right in favor of the Company. The Company has the vested right to develop the Project, subject only to the terms and conditions of this Agreement and the applicable rules, laws, and regulations as of the Effective Date. The County acknowledges that the Company is relying in good faith on the vested rights created by this Agreement and has made and will make substantial changes in reliance on those rights. The Company's vested rights shall include, without limitation, the right to construct, operate, maintain, renovate, rehabilitate, rebuild, or replace the Project or any portion thereof (including without limitation the right to replenish equipment used in operating the Project) throughout development and operation for any reason, including, without limitation, in the event of damage, destruction, or obsolescence of the Project or any portion thereof, subject to the applicable rules, laws, and regulations and the Project Approvals. To the extent that all or any portion of the Project is repaired, remodeled, renovated, rehabilitated, rebuilt, replaced, augmented, or repowered, the Company may locate that portion of the Project at any other location on the Property subject to the applicable rules, laws, and regulations and the Project Approvals.

## **ARTICLE II MISCELLANEOUS**

**2.1 Effective Date.** This Agreement shall not be effective until it has been fully executed by all Parties hereto.

**2.2 Remedies and Enforcement.** Each of the Parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "Defaulting Party"), which default is not caused by the Party seeking to enforce said provisions (the "Non-Defaulting Party"), and after written notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this

Agreement. The remedies of specific performance and/or injunctive relief shall not be exclusive of any other remedy available at law or in equity.

**2.3 Due Authorization.** The Company hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the Company. The County hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

**2.4 Severability.** If any provision of this Agreement is held void, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect, and in lieu of each provision of this Agreement that is held to be void, invalid, or unenforceable, a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision valid and enforceable.

**2.5 Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior offers, negotiations and other agreements between the Parties, whether written or oral. There are no representations or understandings of any kind between the Parties with respect to the subject matter hereof not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

**2.6 Notices.** All notices shall be in writing and sent (including via email transmission) to the Parties hereto at the addresses set forth in the Preamble (or to such other address as either such Party shall designate in writing to the other Party at any time).

**2.7 Assignment.** This Agreement may not be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the Company may assign this Agreement to an affiliate of the Company and may collaterally assign this Agreement to any lender in support of the Project.

**2.8 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of an originally signed counterpart to this Agreement.

**2.9 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, irrespective of any conflict of laws or provisions. Both Parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

**2.10 Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees, and legal representatives.

**2.11 Invalid Terms.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**2.12 Waiver.** Failure of County or the Company to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of their rights hereunder, shall not waive such rights.

2.13 **Approval.** Whenever in this Agreement the approval or consent of either the County or the Company is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation or concessions, nor otherwise unreasonably conditioned, withheld or delayed.

2.14 **Litigation.** The Parties agree that venue for any dispute or matter arising under this Agreement shall lie in Decatur County, Georgia. In any dispute between the Parties, the Parties agree that any claims shall be limited to actual damages incurred and hereby waive all claims against each other for any consequential damages arising out of this Agreement

2.15 **Headings.** The headings inserted at the beginning of each Section, subsection, paragraph, and/or subparagraph of this Agreement are for the convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers as of the following effective date: June 24, 2025.

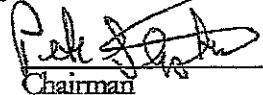
**The Company:**

Decatur Energy Storage, LLC  
a Delaware limited liability company

By:   
Its: VP Development

**The County:**

Decatur County, Georgia, by and  
through its Board of Commissioners

By:   
Its: Chairman

Approved as to Form:

By:   
Decatur County Attorney