



Utility Committee Meeting

AGENDA

April 1, 2014

I. CALL TO ORDER

II. MATTERS BEFORE COMMITTEE

1. [Discussion / Approval - MGAG Gas Portfolio IV Project Supplemental Contract](#)
2. [Discussion / Approval - Residential Water Meter Bid Results](#)
3. [Discussion / Approval - Repair of Pump Motors for Water Treatment Plant](#)
4. [Discussion / Approval - Replace Roof at Jacks Creek Waste Water Treatment Plant](#)

III. ADJOURN



Utility Committee Meeting

AGENDA

April 1, 2014

Item:

Discussion / Approval - MGAG Gas Portfolio IV Project Supplemental Contract

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

📎 [MGAG Supplemental Contract](#)

SUPPLEMENTAL CONTRACT**Between****MUNICIPAL GAS AUTHORITY OF GEORGIA****and****CITY OF MONROE****(GAS PORTFOLIO IV PROJECT)**

This Contract, made and entered into as of November 1, 2014, by and between the **MUNICIPAL GAS AUTHORITY OF GEORGIA**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia, (the "Gas Authority"), created and existing pursuant to the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Section 46-4-80 through 46-4-125, as amended (the "Act"), and the **CITY OF MONROE**, a municipal corporation of the State of Georgia, hereinafter sometimes designated as the Member,

**WITNESSETH
THAT:**

WHEREAS, the Member owns and operates a gas distribution system as contemplated by O.C.G.A. Section 46-4-100 and has determined to contract with the Gas Authority pursuant to the Act and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia (the "Intergovernmental Contracts Clause"); and

WHEREAS, the Gas Authority and the Member have entered into that certain Gas Supply Contract (the "Gas Supply Contract"), pursuant to which the Gas Authority has agreed to provide gas supplies to the Member for resale to its citizens, inhabitants and customers through its gas distribution system; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a "Gas Supply Contract" and collectively, the "Gas Supply Contracts") with other municipalities and systems that own and operate gas distribution systems (each, a "Member" and collectively, the "Members"); and

WHEREAS, the Gas Authority and the Members have heretofore extended the original term of their respective Gas Supply Contracts beyond the original termination

date of December 2015 to December 31, 2025 pursuant to the First Amendment to Gas Supply Contract, and from December 31, 2025 to December 31, 2040 pursuant to the Second Amendment to Gas Supply Contract; and

WHEREAS, the Gas Authority and the Member have agreed to enter into this Supplemental Contract to provide for, among other things, (i) the approval of a Project as contemplated by the Gas Supply Contract and as more particularly described herein; and (ii) the issuance of Bonds to fund Project Costs, as more particularly described herein; and

WHEREAS, in order to enable the Gas Authority to issue its Bonds and to pay the costs of the Project, it is necessary for the Gas Authority to have binding contracts with the Members in accordance with the provisions of the Act and the Gas Supply Contracts; and

WHEREAS, the payments required to be made under Article IV of this Contract, and all other payments attributable to the Project or the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Contract, shall be pledged as security for the payment of Bonds;

NOW, THEREFORE:

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term.

This Contract is dated as of November 1, 2014, its effective date, and shall terminate at the close of business on the date of the final maturity and payment or the defeasance of all outstanding Bonds or any refunding Bonds issued with respect thereto. Following the termination of this Contract, any remaining Project assets will be accounted for by the Gas Authority to reflect the benefit thereof to the Members participating in the Project.

Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. Section 46-4-81 shall have the same meaning when used herein as defined in said Code Section.

(b) Those capitalized terms used herein which are not defined shall have the meaning ascribed thereto in the Gas Supply Contract.

(c) As used herein, the term:

(1) "Annual Project Costs" shall mean the Project Costs applicable to a Gas Supply Year.

(2) "Bond Resolution" shall mean the Gas Portfolio IV Project Revenue Bond Resolution to be adopted by the Gas Authority for the benefit of the owners of the Bonds, which provides for the issuance of such Bonds, a copy of which Bond Resolution in substantially the form to be adopted by the Gas Authority is on file in the records of the Gas Authority, and any resolution for the issuance of refunding bonds for the Bonds, as amended or supplemented from time to time.

(3) "Bonds" shall mean the Bonds or other debt instruments issued by the Gas Authority pursuant to the provisions of the Bond Resolution to finance or refinance the Project Costs, whether or not any issue of such Bonds shall be subordinated as to payment to any other issue of such Bonds, and shall include refunding Bonds issued pursuant to the provisions of Section 302 hereof, together with any payment obligations under any gas production sharing or other agreements providing for the acquisition, ownership, operation, hedging and financing of natural gas reserves or interests therein, either by the Gas Authority alone or jointly with other governmental entities.

(4) "Contract" refers to this Supplemental Contract.

(5) "Debt Service" shall mean Debt Service on the Bonds.

(6) "Gas Supply Year" shall mean the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) "Indemnity Share" shall mean the amount determined in accordance with Section 402 hereof and set forth in the Schedule of Indemnity Shares attached hereto and hereby incorporated herein by this reference.

(8) "Indemnity Share Member" means each of the Georgia and non-Georgia municipalities or systems executing similar Contracts with the Gas Authority with respect to the Project contemplated by the Bond Resolution, other than Obligation Share Members, and set forth in the Schedule of Indemnity Shares attached hereto.

(9) "Member" or "Members" shall mean the Georgia municipality or system that is a party to this Contract, or collectively, all of the Georgia municipalities or systems described in Section 46-4-100 of the Act executing similar Contracts as Obligation Share Members or Indemnity Share Members, and all non-Georgia municipalities or systems executing similar Contracts as Indemnity Share Members.

(10) "MCF" shall mean thousand cubic feet.

(11) "Obligation Share Member" means each of the Georgia municipalities shown in the Schedule of Obligation Shares attached hereto and hereby incorporated herein by this reference.

(12) "Obligation Share" shall mean, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) "Project" shall mean the development of a portfolio of Project Gas Supplies through the acquisition, construction or development of any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, and any contract rights relating to the storage, acquisition, exploration, production, distribution, enrichment, transmission, purchase, sale, exchange, or interchange of gas or associated liquids and relating to the acquisition, extraction, conversion, transportation, storage, or processing of fuel of any kind for any such purposes, or any interest in, or the right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facility. "Project" as used in this paragraph, is intended to include contracts and contract rights as well as tangible property, and including further any (i) major renewals, replacements, repairs, additions, betterments and improvements necessary to keep such project in good operating condition; (ii) any major additions, improvements, repairs and modifications thereto; (iii) any disposal of a Project required by any governmental agency having jurisdiction over the Project; (iv) costs of engineering, architectural, legal and financial services, costs of plans and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses; (v) all costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs, costs of interest rate or commodity hedging and any other charges payable by the Gas Authority reasonably allocable by the Gas Authority to the operation, servicing and maintenance of the Project; and (vi) reasonable working capital determined to be necessary by the Gas Authority to place the Project in operation and to operate the Project during the life of the Project.

ARTICLE II

CERTAIN OBLIGATIONS OF THE GAS AUTHORITY AND THE MEMBER

Section 201. Authority Gas Supplies.

The Gas Authority shall use the proceeds of the Bonds for the costs of acquiring the Project as more particularly described in the definition of the "Project." The Gas Authority shall use the natural gas provided by the Project to fulfill, in whole or in part, its obligation under Section 201 of the Gas Supply Contract to supply Authority Gas Supplies to the Member, and to the extent that such Authority Gas Supplies are not required by the Member, to sell such Authority Gas Supplies to others. The Gas Authority and the Member hereby agree that for purposes of the Gas Supply Contract and this Supplemental Contract, natural gas acquired as a part of the Project and financed from the proceeds of Bonds issued pursuant to the authorization contained in Article III of this Supplemental Contract shall be deemed to have passed through the meter at the Member's city gate prior to other Authority Gas Supplies.

Section 202. Reports.

The Gas Authority shall prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member shall provide to the Gas Authority, in such form as shall be reasonably requested by the Gas Authority, any and all documents, releases, financial statements and other information necessary to enable the Gas Authority to comply with any disclosure or other reporting requirement, including but not limited to Rule 15c2-12 of the Securities and Exchange Commission, now or hereafter imposed by the United States of America, the State of Georgia, or any political subdivision or agency of either having jurisdiction over the Member, the Gas Authority or the issuance and sale of the Gas Authority's bonds or other debt obligations, by law, judicial decision, regulation, rule or policy. Such information shall be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than shall enable the Gas Authority to comply with any such law, judicial decision, regulation, rule or policy.

Section 203. Records and Accounts.

The Gas Authority will keep accurate records and accounts relating to administration of the Project, including all payments with respect to the Bonds. Said accounts shall be included in the Gas Authority's financial statements, which shall be subject to an annual audit by a firm of independent certified public accountants experienced in gas utility accounting and of national reputation to be submitted to the Gas Authority within one hundred fifty days after the close of each Gas Supply Year.

Section 204. Rate Covenant

The Member will establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Member to pay to the Gas Authority all amounts payable under the Gas Supply Contract and any Supplemental Contract, including this Contract, and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the Member's gas system.

ARTICLE III

ISSUANCE OF BONDS

Section 301. Issuance of Bonds.

Pursuant to the authority hereof, the Gas Authority is authorized to issue, in series as may be determined by the Gas Authority, Bonds pursuant to the Bond Resolution for the purpose of financing Project Costs. The Bonds may be issued in series through the close of business on December 31, 2020, with a maximum principal amount outstanding at any one time of \$1,100,000,000; provided however, that such limitation shall not apply to any price or interest rate hedges or swap agreements entered into in connection with projects financed by any such Bonds, and such maximum principal amount shall be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract, dated as of November 1, 2002 (Gas Portfolio III Project), between the Gas Authority and the Member, as amended, are retired, up to a maximum aggregate principal amount of \$1,500,000,000 outstanding at any one time hereunder. Each series of Bonds shall have a final maturity of no more than 20 years from the date of issuance of each such series of Bonds.

Section 302. Refunding Bonds.

The Gas Authority may issue and sell refunding Bonds for Bonds previously issued with a final maturity not exceeding the final maturity of the Bonds being refunded, which refunding Bonds may be issued in an amount sufficient to refund any Bonds together with other associated costs, including, but not limited to the principal amount thereof, interest accrued or to accrue thereon, redemption premium thereof, if any, and costs of issuance including any costs of terminating any derivative products associated therewith, but shall not be counted against the amount limitation set forth in Section 301 hereof. Any such refunding Bonds issued in accordance with the provisions of this Section may rank *pari passu* as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

ARTICLE IV

OBLIGATION SHARES

Section 401. Obligation Shares.

Each of the Members initially participating in the Project have been assigned an Obligation Share as set forth in the Schedule of Obligation Shares attached hereto pursuant to Supplemental Contracts with such Members identical to this contract except for the identification of the parties and the signature pages. In the event that at any time and from time to time all Project Costs payable by the Gas Authority are in excess of the revenues of the Gas Authority available for the purpose of paying the same and pursuant to Section 503 of the Gas Supply Contract and any applicable rate stabilization or reserve funds, then the Member shall be obligated to pay immediately upon demand by the Gas Authority or the Trustee under the Bond Resolution its Obligation Share of such excess.

Section 402. Subsequent Members.

Should any Member subsequently be admitted by the Gas Authority that has not been assigned an Obligation Share in the Schedule of Obligation Shares, then such Member shall be assigned by the Gas Authority an "Indemnity Share" based upon the ratio of that new Member's average annual purchases of gas, based on the 24-month period ended with the last month for which information is available (the "Average Gas Purchases") to the total of all Obligation Share Members' Average Gas Purchases at the effective date of this Contract. Upon the admission of such new Member, the Schedule of Indemnity Shares shall be recalculated and provided to each Member and the Gas Authority for attachment to this Supplemental Contract in lieu of the preceding Schedule of Indemnity Shares attached to this Supplemental Contract immediately preceding the admission of such Member. In the event that Obligation Share Members should be required to pay amounts based upon their Obligation Shares as set forth in Section 401 above, then each such new Member would be required to indemnify and hold each such Obligation Share Member harmless for a portion of the amount required to be paid by the Obligation Share Member equal to that new Member's Indemnity Share of the amount required to be paid by that Obligation Share Member.

Section 403. Payment Obligations.

The Member hereby agrees to pay its Obligation Share of Project Costs as set forth in the Schedule of Obligation Shares. The obligation of the Member to pay promptly its obligation under Section 401 or 402 hereof is for the benefit of, among others, the owners of the Bonds and shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Gas Authority of any obligation to any Member or the breach by any Member of any obligation to the Gas Authority or to any other Member, whether

hereunder, under the Gas Supply Contract or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by any Member to the Gas Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made, the Member shall not suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Gas Authority to complete any Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any Project or any of the Gas Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any Project or of any of the Gas Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Contract, the Gas Supply Contract or otherwise.

Section 404. Sources of Member's Payments.

The obligations of the Member to make the payments to the Gas Authority under this Contract shall constitute general obligations of the Member for the payment of which the full faith and credit of the Member 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 provision for such payments shall have been made from the revenues of the Gas Supply System of the Member or from other funds thereof, the Member will annually in each and every fiscal year during the term of this Contract include in its general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this Contract until all payments required under this Contract have been paid in full. In the event for any reason any such provision or appropriation is not made for a fiscal year of a Member, then the chief fiscal officer of the Member shall, in accordance with the provisions of the Act in effect as of the date of this agreement, set up as an appropriation on the accounts of the Member in each fiscal year the amounts required to pay the obligations called for under this Contract. The amount of the appropriation in such fiscal year to meet the obligations of this Contract shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation shall have the same legal status as if the Member had included the amount of the appropriation in its general revenue or appropriation measure.

Section 405. Pledge of Payments.

All payments required to be made by the Member pursuant to the provisions of this Article IV shall be pledged to secure the payment of the Gas Authority's Bonds.

Section 406. Levy of Tax for Payment.

The Member shall provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually, to the extent necessary due to deficiencies in its gas supply revenues, to make all payments due under the provisions of this Contract in each year over the remainder of the term of this Contract and the Gas 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 such Member sufficient in amount to provide such funds annually in each year of the remainder of the term of this Contract.

ARTICLE V

EXCESS BOND PROCEEDS

Section 501. Excess Bond Proceeds.

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Contract, the payment of which is secured by assignment of payments made pursuant to the provisions of this Contract and of any other Supplemental Contracts between the Gas Authority and the Members relating to the Project and to the issuance of Bonds therefor, exceed the aggregate amount required for the purposes of the Project, the amount of such excess shall be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance shall be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Gas Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

ARTICLE VI

DEFAULT

Section 601. Event of Default.

Failure of the Member to make to the Gas Authority any of the payments for which provision is made in this Contract or the Gas Supply Contract as and when the same are due and payable shall constitute a default on the part of the Member.

Section 602. Continuing Obligation, Right to Discontinue Service.

In the event of any such default, the Member shall not be relieved of its liability for payment of the amounts in default, and the Gas Authority shall have the right to recover from the Member any amount in default. In enforcement of any such right of

recovery, the Gas 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 Member.

Section 603. Other Default by Member.

In the event of a failure of the Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to the Gas Authority under this Contract and the Gas Supply Contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this Contract or the Gas Supply Contract, the Gas 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 or the Gas Supply Contract against the Member.

Section 604. Default by Gas Authority.

In the event of any default by the Gas Authority under any covenant, agreement or obligation of this Contract, the Member 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 Gas Authority.

Section 605. 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, powers, and duties of the Gas Authority and the Member shall continue as though no such proceedings had been taken.

ARTICLE VII

MISCELLANEOUS GENERAL PROVISIONS

Section 701. Character and Continuity of Service.

The Gas Authority shall not be required to provide, or be liable for failure to provide, service under this Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or the default or failure to perform of any third party. No failure on the part of the Gas Authority shall be grounds for the termination or suspension of the payments due from the Member hereunder.

Section 702. Other Terms and Conditions.

Service hereunder shall be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which shall not be inconsistent with the provisions of this Contract.

Section 703. Termination or Amendment of Contract.

Subject to the terms of the Bond Resolution, this Contract may be amended by instrument in writing executed with the same formality as this Contract; provided, however, if any such amendment is to be made to less than all of the Contracts of the Members pertaining to the Project, at least thirty (30) days advance notice shall be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment shall be made which is adverse to the interest of the owners of the Bonds.

Section 704. No Assignment or Transfer.

Except as provided in Section 705 of the Gas Supply Contract, neither party to this Contract shall be entitled or empowered to assign or transfer this Contract or any interest therein, unless such assignment is required by act of the General Assembly.

ARTICLE VIII

SEVERABILITY

In case any one or more of the provisions of this Contract shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract shall be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the former as proposed by the General Assembly, ratified by the people and interpreted by the courts of this state, and the latter as adopted by the General Assembly and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Municipal Gas Authority of Georgia has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Member 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 Member is hereby acknowledged, all as of the day and year first above written.

**MUNICIPAL GAS AUTHORITY OF
GEORGIA**

APPROVED AS TO FORM:

BY: _____
CHAIRMAN

GENERAL COUNSEL

ATTEST: _____
ASST. SECRETARY-TREASURER

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF MONROE

APPROVED AS TO FORM:

BY: _____
MAYOR

CITY ATTORNEY

ATTEST: _____
CLERK

(SEAL)

MUNICIPAL GAS AUTHORITY OF GEORGIA

SCHEDULE OF OBLIGATION SHARE PERCENTAGES FOR MEMBERS PARTICIPATING IN GAS SUPPLY PORTFOLIO IV PROJECT

[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS
OF A RATIO CALCULATED ON THE BASIS OF
EACH MEMBER'S ANNUAL PURCHASES]

Member	Annual Purchases	Obligation Share Percentage
Adairsville	419,406	1.2118%
Adel	174,575	0.5044%
Albany	987,462	2.8530%
Americus	265,968	0.7685%
Andersonville	1,374	0.0040%
Ashburn	36,010	0.1040%
Bainbridge	233,801	0.6755%
Blakely	144,613	0.4178%
Bowman	11,996	0.0347%
Buford	2,788,302	8.0561%
Byron	39,688	0.1147%
Cairo	120,446	0.3480%
Camilla	512,171	1.4798%
Claxton	260,725	0.7533%
Cochran	154,768	0.4472%
Commerce	431,005	1.2453%
Covington	1,938,815	5.6017%
Dawson	337,770	0.9759%
Doerun	47,864	0.1383%
Donalsonville	48,557	0.1403%
Douglas	708,742	2.0477%
Dublin	2,579,952	7.4542%
Eatonton	135,045	0.3902%
Edison	36,679	0.1060%
Elberton	419,626	1.2124%
Fitzgerald	719,089	2.0776%
Fort Valley	449,157	1.2977%
Grantville	33,808	0.0977%
Greensboro	730,135	2.1095%
Hartwell	449,392	1.2984%

Member	Annual Purchases	Obligation Share Percentage
Hogansville	97,594	0.2820%
LaFayette	265,550	0.7672%
Lawrenceville	3,870,722	11.1835%
Louisville	55,676	0.1609%
Lumpkin	5,404	0.0156%
Madison	220,173	0.6361%
Manchester	36,582	0.1057%
Millen	64,877	0.1874%
Monroe	334,132	0.9654%
Monticello	457,149	1.3208%
Moultrie	201,874	0.5833%
Nashville	53,311	0.1540%
Pelham	21,330	0.0616%
Perry	383,920	1.1092%
Quitman	84,660	0.2446%
Royston	219,707	0.6348%
Social Circle	379,365	1.0961%
Sparta	79,789	0.2305%
Statesboro	554,970	1.6035%
Sugar Hill	730,644	2.1110%
Summerville	1,044,260	3.0171%
Sylvania	750,857	2.1694%
Sylvester	134,787	0.3894%
Thomasville	505,690	1.4611%
Thomson	1,360,424	3.9306%
Tifton	443,935	1.2826%
Toccoa	1,302,167	3.7623%
Trion	409,744	1.1839%
Union Point	58,699	0.1696%
Vienna	138,823	0.4011%
Warner Robins	3,816,019	11.0255%
Waynesboro	135,359	0.3911%
West Point	144,161	0.4165%
Winder	1,031,652	2.9807%
Total	34,610,947	100%

MUNICIPAL GAS AUTHORITY OF GEORGIA

SCHEDULE OF INDEMNITY SHARE PERCENTAGES FOR MEMBERS PARTICIPATING IN GAS SUPPLY PORTFOLIO IV PROJECT

[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS
OF A RATIO CALCULATED ON THE BASIS OF
EACH MEMBER'S ANNUAL PURCHASES]

Member	Annual Purchases	Adjusted Obligation Share and Indemnity Percentages
Georgia Members		Adjusted Obligation Share Percentage
Adairsville	419,406	1.054%
Adel	174,575	0.439%
Albany	987,462	2.481%
Americus	265,968	0.668%
Andersonville	1,374	0.003%
Ashburn	36,010	0.090%
Bainbridge	233,801	0.587%
Blakely	144,613	0.363%
Bowman	11,996	0.030%
Buford	2,788,302	7.005%
Byron	39,688	0.100%
Cairo	120,446	0.303%
Camilla	512,171	1.287%
Claxton	260,725	0.655%
Cochran	154,768	0.389%
Commerce	431,005	1.083%
Covington	1,938,815	4.871%
Dawson	337,770	0.849%
Doerun	47,864	0.120%
Donalsonville	48,557	0.122%
Douglas	708,742	1.780%
Dublin	2,579,952	6.481%
Eatonton	135,045	0.339%
Edison	36,679	0.092%
Elberton	419,626	1.054%
Fitzgerald	719,089	1.806%
Fort Valley	449,157	1.128%
Grantville	33,808	0.085%
Greensboro	730,135	1.834%
Hartwell	449,392	1.129%
Hogansville	97,594	0.245%
LaFayette	265,550	0.667%
Lawrenceville	3,870,722	9.724%
Louisville	55,676	0.140%
Lumpkin	5,404	0.014%
Madison	220,173	0.553%
Manchester	36,582	0.092%
Millen	64,877	0.163%

Member	Annual Purchases	Adjusted Obligation Share and Indemnity Percentages
Georgia Members		Adjusted Obligation Share Percentage
Monroe	334,132	0.839%
Monticello	457,149	1.148%
Moultrie	201,874	0.507%
Nashville	53,311	0.134%
Pelham	21,330	0.054%
Perry	383,920	0.964%
Quitman	84,660	0.213%
Royston	219,707	0.552%
Social Circle	379,365	0.953%
Sparta	79,789	0.200%
Statesboro	554,970	1.394%
Sugar Hill	730,644	1.835%
Summerville	1,044,260	2.623%
Sylvania	750,857	1.886%
Sylvester	134,787	0.339%
Thomasville	505,690	1.270%
Thomson	1,360,424	3.418%
Tifton	443,935	1.115%
Toccoa	1,302,167	3.271%
Trion	409,744	1.029%
Union Point	58,699	0.147%
Vienna	138,823	0.349%
Warner Robins	3,816,019	9.586%
Waynesboro	135,359	0.340%
West Point	144,161	0.362%
Winder	1,031,652	2.592%
Non-Georgia Members		Indemnity Share Percentage
Butler-South Alabama Gas District	25,619	0.064%
Chambersburg, Pennsylvania	1,100,714	2.765%
East Central Alabama Gas District	332,492	0.835%
Havanna, Florida	18,441	0.046%
Jasper, Florida	51,359	0.129%
Lanett, Alabama	89,946	0.226%
Non-Georgia Members		Indemnity Share Percentage
Lawrenceburg, Tennessee	637,802	1.602%
Maplesville, Alabama	43,953	0.110%
Quincy, Florida	141,644	0.356%
Roanoke, Alabama	202,199	0.508%
Rockford, Alabama	5,476	0.014%
Smyrna, Tennessee	2,461,965	6.185%
Wadley, Alabama	44,825	0.113%
Wedowee, Alabama	38,907	0.098%
Total Adjusted Obligation Shares and Indemnity Shares	39,806,289	100%



Utility Committee Meeting

AGENDA

April 1, 2014

Item:

Discussion / Approval - Residential Water Meter Bid Results

Department:**Additional Information:****Financial Impact:****Budgeted Item:****Recommendation / Request:**

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Utility Committee Meeting

AGENDA

April 1, 2014

Item:

Discussion / Approval - Repair of Pump Motors for Water Treatment Plant

Department:**Additional Information:****Financial Impact:****Budgeted Item:****Recommendation / Request:**

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Utility Committee Meeting

AGENDA

April 1, 2014

Item:

Discussion / Approval - Replace Roof at Jacks Creek Waste Water Treatment Plant

Department:**Additional Information:****Financial Impact:****Budgeted Item:****Recommendation / Request:**

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