



CARTERSVILLE
CITY COUNCIL MEETING
Council Chambers, Third Floor of City Hall
Thursday, July 20, 2023 at 7:00 PM

AGENDA

COUNCILPERSONS:

Matt Santini – Mayor
Calvin Cooley – Mayor Pro Tem
Gary Fox
Kari Hodge
Cary Roth
Jayce Stepp
Taff Wren

CITY MANAGER:

Dan Porta

CITY ATTORNEY:

David Archer

CITY CLERK:

Julia Drake

Work Session - 6:00 PM

Regular Meeting - 7:00 PM

OPENING OF MEETING

Invocation

Pledge of Allegiance

Roll Call

COUNCIL MEETING MINUTES

- [1.](#) July 6, 2023, Council Meeting Minutes

EMERGENCY READING OF ORDINANCES

- [2.](#) Extension of Moratorium for Carter Grove Subdivision

CONTRACTS/AGREEMENTS

- [3.](#) Annual EPD Water Testing Contract
- [4.](#) Distributed Generation Agreement for 11 Autumn Canyon Path
- [5.](#) Distributed Generation Agreement for Noble and Main
- [6.](#) Third Amendment to the Solar Power Purchase Contract

BID AWARD/PURCHASES

- [7.](#) MV90 Renewal

CONTRACTS/AGREEMENTS

- [8.](#) New Fire Station Topographical Survey
- [9.](#) Highway System Revisions
- [10.](#) Municipal Gas Authority of Georgia Contract

RESOLUTIONS

- [11.](#) Municipal Gas Authority of Georgia Contract Resolution

CONTRACTS/AGREEMENTS

- [12.](#) Subsurface Exploration and Geotechnical Engineering Evaluation

BID AWARD/PURCHASES

- [13.](#) Pension Fund Investment Advisor Invoice
- [14.](#) Ventilation Fan Replacement for City Garage
- [15.](#) Annual Membership in the Northwest GA Regional Commission
- [16.](#) Purchase of Clearview AI

MONTHLY FINANCIAL STATEMENT

- [17.](#) May 2023 Financial Report

ADJOURNMENT

Persons with disabilities needing assistance to participate in any of these proceedings should contact the human resources office, ADA coordinator, 48 hours in advance of the meeting at 770-387-5616.

P.O Box 1390 – 10 N. Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Council Minutes
DEPARTMENT NAME:	Planning and Development
AGENDA ITEM TITLE:	July 6, 2023, Council Meeting Minutes
DEPARTMENT SUMMARY RECOMMENDATION:	The Council Minutes from July 6, 2023, have been uploaded for your review and approval.
LEGAL:	N/A

City Council Meeting
City Hall – Council Chambers
July 6, 2023
6:00 P.M. – Work Session
7:00 P.M. – Council Meeting

WORK SESSION

Mayor Matthew Santini opened Work Session at 6:00 P.M. Council Members discussed each item from the agenda with corresponding Staff Members.

Council Member Hodge made a motion to enter Executive Session for the purpose of Potential Litigation. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Mayor Santini closed Work Session at 6:52 P.M.

OPENING MEETING

Mayor Santini called the Council Meeting to order at 7:00 P.M.

Invocation by Council Member Cooley.

Pledge of Allegiance led by Council Member Fox.

The City Council met in Regular Session with Mathew Santini, Mayor, presiding, and the following present: Kari Hodge, Council Member Ward One; Jayce Stepp, Council Member Ward Two; Cary Roth, Council Member Ward Three; Calvin Cooley, Council Member Ward Four; Gary Fox, Council Member Ward Five; Dan Porta, City Manager; Julia Drake, City Clerk; and Keith Lovell, Assistant City Attorney.

Absent: Taff Wren, Council Member Ward Six

REGULAR AGENDA

COUNCIL MEETING MINUTES

1. June 15, 2023, Council Meeting Minutes

Council Member Cooley made a motion to approve the June 15, 2023, Meeting Minutes. Council Member Hodge seconded the motion. The motion carried unanimously. Vote: 5-0

Council Member Hodge made a motion to add two (2) items to the agenda. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

ADDED ITEMS

2. Resolution – Specialty Shops

Keith Lovell, Assistant City Attorney, stated this resolution is to place a 90-day moratorium on any new specialty shops in the downtown area.

Council Member Fox made a motion to approve the 90-day moratorium on specialty shops. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution # 18-23

3. Resolution – Moratorium Prohibiting Sale of Adult Entertainment Items

Mr. Lovell stated this resolution is to place a moratorium on the allowance of any type of permit to be issued to a business that will be engaged in the display and sale of adult instruments, devices, novelties, and paraphernalia. The proposed moratorium will expire September 30, 2023.

Council Member Hodge made a motion to approve the resolution. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution # 20-23

PUBLIC HEARING: 2nd READING OF ZONING/ANNEXATION REQUEST

4. ZMA23-01: Zoning Map Amendment

Randy Mannino, Planning and Development Director stated this is the Annual Zoning Map Amendment that includes (1) de-annexation case and (3) zoning cases approved by Council in 2022. The Planning Commission recommended approval 6-0. Staff recommended approval.

Mayor Santini opened the public hearing and with no one to come forward, the public hearing was closed.

Council Member Fox made a motion to approve ZMA23-01: Zoning Map Amendment. Council Member Roth seconded the motion. The motion carried unanimously. Vote: 5-0

5. T23-03: Amendments to Zoning Ordinances

Mr. Mannino stated in response to HB1405 (2022), multiple Amendments to Chapter 26, of the City’s Zoning Ordinance were needed to be revised to the State of Georgia’s Zoning Procedures Law, O.C.G.A. Title 36, Local Government, Chapter 66, Zoning Procedures.

Key revisions to the City Ordinance include:

- Removing the administrative variance option;

- Defining “Quasi-Judicial” (board or action)
- Increasing the public notification period from 15 days to 30 days for variance hearings;
- Incorporating the ten (10) Standards for governing the exercise of zoning power for review of variance and special use permit applications;
- Clarifying public notification process for single family to multi-family zoning decisions; and,
- Updating the judicial appeals process.

Staff recommends approval. The Planning Commission approved 6-0.

Mayor Santini opened the public hearing and with no one to come forward, the public hearing was closed.

Council Member Hodge made a motion to approve T23-03: Amendments to Zoning Ordinances. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Ordinance #33-23 through Ordinance #58-23.

BID AWARD/PURCHASES

6. City View Annual Software Maintenance

Mr. Mannino requested approval was requested of the annual City View maintenance invoice for 8/1/2023 – 7/31/2024 in the amount of \$22,747.38. This was a budgeted item.

Council Member Roth made a motion to approve the City View Annual Software Maintenance. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

7. Pipe Purchase – Great Valley Parkway Extension

Michael Dickson, Gas Department Director, stated the Gas System requests the purchase of 3,300 feet of 6-inch steel pipe for the Great Valley Parkway Extension. Three bids were requested, but only two were submitted. Irby Utilities of Kennesaw, GA submitted the low bid of \$58,839.00. This is a budgeted item and was recommended for approval.

Council Member Cooley made a motion to approve Pipe Purchase – Great Valley Parkway Extension. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

CONTRACTS/AGREEMENTS

8. Natural Gas Service Contract – SK America, Inc.

Mr. Dickson stated SK Battery America, Inc., a vehicle battery manufacturer located in Kingston, will be a natural gas user with consumption totaling approximately 11,000 dekatherms per day by 2030.

A Gas Service Agreement has been negotiated with SK Battery America, Inc. outlining the terms of the gas service. The Gas System anticipates improvements totaling approximately \$10 million will be necessary to serve this volume. Under the terms of the Agreement, SK America, Inc. has agreed to pay a minimum monthly bill for its gas usage for seven years or until the City has recouped its capital outlay from the sale profits, whichever occurs first. The Gas System anticipates the capital outlay to be recouped or returned on investment within five years, depending on the actual cost of gas. The agreement has been executed by SK Battery and accepted by the City Attorney's Office. Approval was recommended.

Dan Porta, City Manager, thanks Mr. Dickson and his staff, along with Mr. Lovell, for their due diligence on this project.

Council Member Roth made a motion to approve the Natural Gas Service Contract – SK America, Inc. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

9. Amendment to 178 W. Main Street Property Sale

Mr. Porta stated the current purchase agreement for 178 W. Main Street is between the city and JB Henderson Properties, Inc. Barry Henderson requests to amend the property purchase to list Womack Brothers, LLC as the buyer. Both parties stated they will continue with the development, titled City Overlook at Bartow and Main.

Council Member Hodge made a motion to approve the Amendment to 178 W. Main Street Property Sale. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution # 21-23

BID AWARD/PURCHASES

10. SiteMed Annual Purchase Award

Scott Carter, Fire Chief, stated the Fire Department respectfully requests approval of the annual contract with SiteMed, of Kennesaw, Georgia. SiteMed provides annual comprehensive physicals that cover strength, cardiac, respiratory, flexibility, and other required components required to meet NFPA 1582. In addition, they provide extra screening for the Hazardous Materials Team members, as required by O.S.H.A. 1910.

The annual cost is \$28,670.00 and is a budgeted item. Invoices are to be expected in December 2023 and January 2024, after they perform services.

Council Member Fox made a motion to approve the SiteMed Annual Contract. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

11. Vector Solutions Renewal

Mr. Carter stated the Fire Department respectfully requests approval of the annual renewal with Vector Solutions. This is a cloud-based software that provides record management software for training, supplies, and equipment.

The cost for renewal is \$11,006.00. This is a budgeted expense and was recommended for approval.

Council Member Stepp made a motion to approve the Vector Solutions Renewal. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

12. MV90 Upgrade

Derek Hampton, Electric Department Director, stated the Electric Department is seeking approval to have Itron System Services remotely assist Fibercom with the upgrade of MV-90 software to the latest version (MV-90 xi v7.0). This software is currently operating with version 5.0, which will soon be unsupported by Itron. This is a sole-sourced, budgeted item, with a cost of \$8,602.00.

Council Member Fox made a motion to approve the MV90 Upgrade. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

13. 2S Meter Purchase

Mr. Hampton stated the Electric System requests authorization to purchase (224) Form 2S meters for stock from Equipment Controls Company Inc. These are standard Sensus meters selected in conjunction with the ongoing AMI project. The meters will be used at various new residential or small commercial developments.

The total price is \$37,755.20. This is a budgeted expense and was recommended for approval.

Council Member Hodge made a motion to approve 2S Meter Purchase. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

14. Emergency Repair of Wheeled Excavator

Steven Foy, City Engineer, stated Public Works' wheeled excavator encountered issues that prevented movement of the swing arm. After inspection by Tractor and Equipment Company of Calhoun, GA, they determined that the swing transmission needed to be replaced. To utilize this piece of equipment on an active job, Tractor and Equipment Company completed the repair.

The repair cost was \$20,356.46, which was less than the original proposal. This is a budgeted expense and was recommended for approval.

Council Member Cooley made a motion to approve the Emergency Repair of the Wheeled Excavator. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

15. Purchase of Crosswalk Rectangular Rapid Flashing Beacon

Mr. Foy stated the Georgia Department of Transportation notified Public Works that the City of Cartersville was awarded up to \$6,800, through the LMIG Safety Action Program grant. This grant supports the purchase of a crosswalk rectangular rapid flashing beacon (RRFB). Public Works would like to install an (RRFB) at Dellinger’s existing crosswalk on Pine Grove Road.

The lowest and best quote received was from Southern Lighting and Traffic for \$9,050, with cost and miscellaneous materials not to exceed \$9,700. The GDOT LMIG Grant will reimburse seventy percent (70%) of this cost. This is not a budgeted item; however, 2020 SPLOST funds are available.

Council Member Roth made a motion to approve the Purchase of Crosswalk Rectangular Rapid Flashing Beacon. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

RESOLUTIONS

16. Surplus Donation

Mr. Porta stated this resolution authorizes Public Works to donate an asphalt tar kettle trailer deemed as surplus to the City of Taylorsville.

Council Member Roth made a motion to approve the Surplus Donation. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

Reference Resolution #19-23

17. Water and Sewer Bond Reimbursement

Mr. Porta stated Wiedeman & Singleton Inc, Water and Sewer Consultant, is working on expansion plans for the City’s Water Treatment Facility. We are also looking at expanding the Wastewater Treatment Plant. These expansions will serve new residential, commercial, and industrial customers. Expansions are anticipated in 2024 and will be funded primarily through revenue bonds.

Therefore, approval of this Reimbursement Resolution was recommended to allow the City to recoup the costs spent before the actual issuance of the revenue bonds.

Council Member Fox made a motion to approve the Water and Sewer Bond Reimbursement. Council Member Roth seconded the motion. Motion carried unanimously.

Vote: 5-0

Reference Resolution #17-23.

CONTRACTS/AGREEMENTS

18. Renewal Program Provider Contracts

Steve Roberts, Parks and Recreation Director, stated this includes the Renewal Contracts for Program Providers relating to current programs they are offering through the Parks and Recreation Department. Below are the Providers with their Program offerings:

- Cartersville Little League – Youth Baseball
- Southern Soccer Academy – Youth Soccer and Camps
- Top Shelf Concessions – Concessions Provider
- Wire2Wire – Running Clubs and Camps

Top Shelf will give the city 15% of its monthly revenue. Wire2Wire will give the city 25% of its gross monthly revenue and the non- resident fee will be paid fully to the city.

Council Member Fox made a motion to approve Renewal Program Provider Contracts with the amended expiration date on Top Shelf Concessions. Council Member Hodge seconded the motion. Motion carried unanimously. Vote: 5-0

BID AWARD/PURCHASES

19. Senior Aquatic Center Repairs

Mr. Roberts stated Parks and Recreation is seeking approval for repairs to the Senior Aquatic Center. The heat exchange, which is the primary component for regulating the temperature of the pool, needs to be replaced. There is also a pump that needs to be rebuilt.

Arrow Mechanical Inc. quoted the cost for the parts and service at \$18,850.00 for the heat exchange and \$4,765 to rebuild the pump totaling \$23,615.00. This is not a budgeted item; however, funds are available in the maintenance account 100-5100-52-2340, and it was recommended for approval.

Council Member Fox made a motion to approve the Senior Aquatic Center Repairs. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

20. High Service Pump Motor Repair

Brent Beck, Water Department Project Manager, stated the 1,000 HP motor for #3 high service pump at the Water Treatment Plant is giving high temperature alarms. Consequently, it was suspectedly caused by faulty temperature sensors, but we must take the pump to the shop for disassembly and inspection.

As this pump is vital for operation during warmer months, we requested quotes from Cole Technology for turnkey motor repair. Quotes were received for reconditioning, rewind, and a new motor. It is expected that only reconditioning is necessary. However, it was recommended to approve an amount not-to-exceed the cost of \$65,000.00 in case motor rewind becomes necessary. This is a budgeted maintenance expense to be paid from account #505.3310.52.2361.

Council Member Roth made a motion to approve the High Service Pump Motor Repair. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

21. Clarifier Valve Actuator

Mr. Forsyth stated the actuator for #3 final clarifier return activated sludge valve must be replaced. It was recommended to approve the lowest bid of \$12,152.08 by Georgia Western, which includes installation, calibration and a 4-week lead time for material. This is a budgeted maintenance item to be paid from account #505.3330.52.2361.

Council Member Fox made a motion to approve the Clarifier Valve Actuator. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

22. Water Material for Stock

Mr. Beck stated the Water Department received quotes for stock material for water system repair and replacement. It was recommended to award the purchase to the lowest bidder, Consolidated Pipe & Supply Co., Inc. for \$16,352.92. This is a budgeted item to be paid from account #505.3320.52.2390.

Council Member Roth made a motion to approve the Water Material for Stock. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

23. New VoIP Phone System

Steven Grier, FiberCom Director, stated Fibercom requests to purchase a new IP phone system. Our current system, installed in 2017, has already been discontinued by the manufacturer. The total amount is \$102,613.40 from CNP Technologies. This budgeted item will be paid from 2020 SPLOST funds, and it is recommended for approval.

Council Member Fox made a motion to approve the New VoIP Phone System. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

24. Laserfische Support Renewal

Mr. Grier stated this item is the annual renewal for our Laserfische document imaging system. This is a cloud-based system that is used for document retention. The total amount is \$9,886.00 from MCCI. This is a budgeted item recommended for approval.

Council Member Cooley made a motion to approve Laserfische Support Renewal. Council Member Roth seconded the motion. Motion carried unanimously. Vote: 5-0

25. Fiber Pathway Installation – Advocates

Mr. Grier stated the FiberCom Department requests the construction of a fiber pathway to provide internet services to Advocates for Children at 827 Joe Frank Harris Parkway. The total amount is \$18,840.73 from NCI. The customer will pay a portion of this installation. This is not a budgeted item; however, 2020 SPLOST funds are available, and it is recommended for approval.

Council Member Roth made a motion to approve the Fiber Pathway Installation-Advocates. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

26. Cameras and License Plate Readers for Park and Recreation

Mr. Grier stated the FiberCom Department requests the purchase of new security cameras and license plate recognition for the entrances of Dellinger Park and Pine Mountain Trail. There are also additional cameras for increased parking lot coverage at Dellinger Park. The total amount is \$15,368.00 from Vicon. This is not a budgeted item; however, 2020 SPLOST funds are available, and approval was recommended.

Council Member Fox made a motion to approve Cameras and License Plate Readers for Park and Rec. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

27. City Server Hardware Update

Mr. Grier stated the FiberCom Department requests to purchase new servers for a hardware update that will replace servers that were installed in 2017. These servers provide services to financial systems, utility billing, security, and many other uses. The total amount is \$78,031.52 from FiberStore. This budgeted item will be paid from 2020 SPLOST funds, and approval was recommended.

Council Member Hodge made a motion to approve the City Server Hardware Update. Council Member Cooley seconded the motion. Motion carried unanimously. Vote: 5-0

28. City Server Software Update

Mr. Grier stated the FiberCom Department requests to purchase new virtualization software and hard drives for the server hardware update project. The total amount is \$53,068.39 from CDWG. This budgeted item will be paid from 2020 SPLOST funds and was recommended for approval.

Council Member Roth made a motion to approve the City Server Software Update. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

29. Fiber Pathway Installation - QCells

Mr. Grier stated the FiberCom Department requests the construction and installation of a fiber pathway to provide internet services to Qcells, and the adjacent construction trailer area at 751

Great Valley Parkway. The total amount is \$85,810.40 from NCI. This is not a budgeted item; however, 2020 SPLOST funds are available, and were recommended for approval.

Council Member Roth made a motion to approve the Fiber Pathway Installation - QCells. Council Member Fox seconded the motion. Motion carried unanimously. Vote: 5-0

30. Office 365 Renewal

Mr. Grier stated the FiberCom Department requests the purchase of Microsoft Office 365 renewal for all city end users. This is the system used for office productivity applications as well as email communications and system security. The total amount is \$82,861.68 from CDWG. This is a budgeted item recommended for approval.

Council Member Roth made a motion to approve the Office 365 Renewal. Council Member Stepp seconded the motion. Motion carried unanimously. Vote: 5-0

OTHER BUSINESS

Gary Palmer, 28 Ridge View Dr., came forward to speak his concern of the new establishment downtown called Dream Weaver.

ADJOURNMENT

With no other business to discuss, Council Member Stepp made a motion to adjourn.

Meeting Adjourned at 7:35 P.M.

/s/ _____
Matthew J. Santini
Mayor

ATTEST:
/s/ _____
Julia Drake
City Clerk



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Emergency Reading of Ordinances
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Extension of Moratorium for Carter Grove Subdivision
DEPARTMENT SUMMARY RECOMMENDATION:	The City has been informed that the Bartow County Water System contractor will not be able to complete the water system improvements in this area until September. Due to the delay, I am requesting approval to extend the moratorium on building permits for Carter Grove Subdivision until December 31, 2023. If Bartow County's contractor completes the water system improvements prior to this date, the City Council can lift the moratorium.
LEGAL:	Reviewed by Archer & Lovell

CITY OF CARTERSVILLE EMERGENCY MORATORIUM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CARTERSVILLE EXTENDING A MORATORIUM UPON THE ISSUANCE OF BUILDING PERMITS FOR CONSTRUCTION OF BUILDING PROJECTS DUE TO LOW RESIDUAL FLOWS AT FIRE HYDRANTS ON THE BARTOW COUNTY WATER SYSTEM, IN THE EFFECTED AREA; PROVIDING AN EFFECTIVE DATE, PROVIDING FOR SEVERABILITY; AND DECLARING THE SUBORDINANCE OF ALL ORDINANCES, RESOLUTIONS, AND ORDERS IN CONFLICT HEREIN.

WHEREAS, the City of Cartersville is tasked with providing for the general welfare of the citizens of the City of Cartersville; and

WHEREAS, one of the primary and essential services provided by the City of Cartersville is to provide fire protection through the City of Cartersville’s Fire Department; and

WHEREAS, a critical and necessary component to provide said services is the need to create and maintain adequate water pressure and flow for fire hydrants, and a system that can handle the number of users; and

WHEREAS, too many users and hookups onto the system can cause a dangerous reduction in water pressure that adversely impacts the City’s ability to provide adequate fire protection; and

WHEREAS, Bartow County has conducted a fire flow test for the hydrants servicing the area referred to as the Carter Grove Subdivision as indicated on the map attached hereto as Exhibit “A;” and

WHEREAS, the result of the water flow in said area was 525 GPM, well below the City’s standard of 1,000 GPM for residential areas as required by the City of Cartersville Code of Ordinances Sec. 7.5-123(b); and

WHEREAS, the City Fire Department has studied the fire hydrant system in said area and determined that the system does not meet the code requirements, and as such, the decreased water pressure adversely and dangerously impacts the ability to provide emergency fire suppression services; and

WHEREAS, the inadequacy of the hydrants to have sufficient water pressure constitutes an imminent peril to the public health, safety, or welfare of the citizens of the City of Cartersville; and

WHEREAS, based on the above facts, the Mayor and City Council, on December 15, 2022, via Ordinance 32-22, adopted a moratorium on development as stated therein. Said moratorium expires on July 31, 2023; and

WHEREAS, Bartow County has notified the City that the required improvements to their system to address the water flow issues in Carter Grove will not be completed prior to July, 2023, or the current expiration of the current moratorium and are currently unable to provide a completion date; and

WHEREAS, the City Charter at Section 2.10, authorizes the City of Cartersville to adopt emergency ordinances if the Mayor and City Council finds that there is an imminent peril to the public health, safety and welfare; and

WHEREAS, the Mayor and City Council may upon such finding proceed to adopt or enter a moratorium responding thereto; and

WHEREAS, the adoption of a moratorium may be accomplished upon abbreviated notice of hearings as the Mayor and City Council deems practical; and

WHEREAS, Bartow County is aware of the situation and is currently installing a new water infrastructure to resolve said issues, the project was slated to be completed and operational by no later than July 2023; however, it has had delays and a specific completion date has not been provided to the City by Bartow County; and

WHEREAS, upon conducting said hearing, the Mayor and City Council have determined that an extension of the current moratorium is necessary.

NOW, IT AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Cartersville, Georgia, as follows:

1. Based on the above recitals and the facts and circumstances set forth therein, the Mayor and City Council find that there is an imminent peril to the public health, safety and welfare of the citizens of the City of Cartersville.
2. The foregoing recitals, being a true and accurate description of the imminent peril to the public health, safety, and welfare of the citizens of the City of Cartersville, a moratorium is hereby imposed upon the receipt, processing, and approval of applications for building permits on the Carter Grove area as depicted on Exhibit “A” attached hereto and incorporated herein which addresses the low water flow. This moratorium shall be in place until December 31, 2023.
3. The existing moratorium adopted on December 15, 2022 by Ordinance 32-23, is hereby readopted and extended until December 31, 2023.
4. This moratorium shall not apply to any permit that has already been issued, nor shall it apply to any permit for which related application has already been requested from, filed with, or issued by the City. This limitation shall not prohibit the Mayor and City Council from exercising the control it is otherwise authorized to exercise over any such permit or construction project.
5. During the moratorium the City shall monitor the construction and completion of the current Bartow County Water Project. If the project is completed earlier, then the Fire

Department may recommend the cessation of the moratorium, conversely, if it takes longer, they may recommend it be extended.

- 6. This moratorium shall be in full force and effect immediately upon the date of its passage.
- 7. This moratorium is hereby declared to be severable. If a portion hereof is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and this ordinance shall be read to carry out the purpose of this moratorium before the declaration of partial invalidity.
- 8. If a conflict exists between this moratorium and any other ordinance, resolution, or order of the City of Cartersville, this moratorium shall control until its expiration or termination by the Mayor and City Council.
- 9. This ordinance is deemed an emergency ordinance only requiring one reading due to the fire hydrant water flow in the Carter Grove area depicted on Exhibit "A" being well below that required of the City ordinances, and the imminent peril to the public health, safety, or welfare of the citizens of the City of Cartersville.

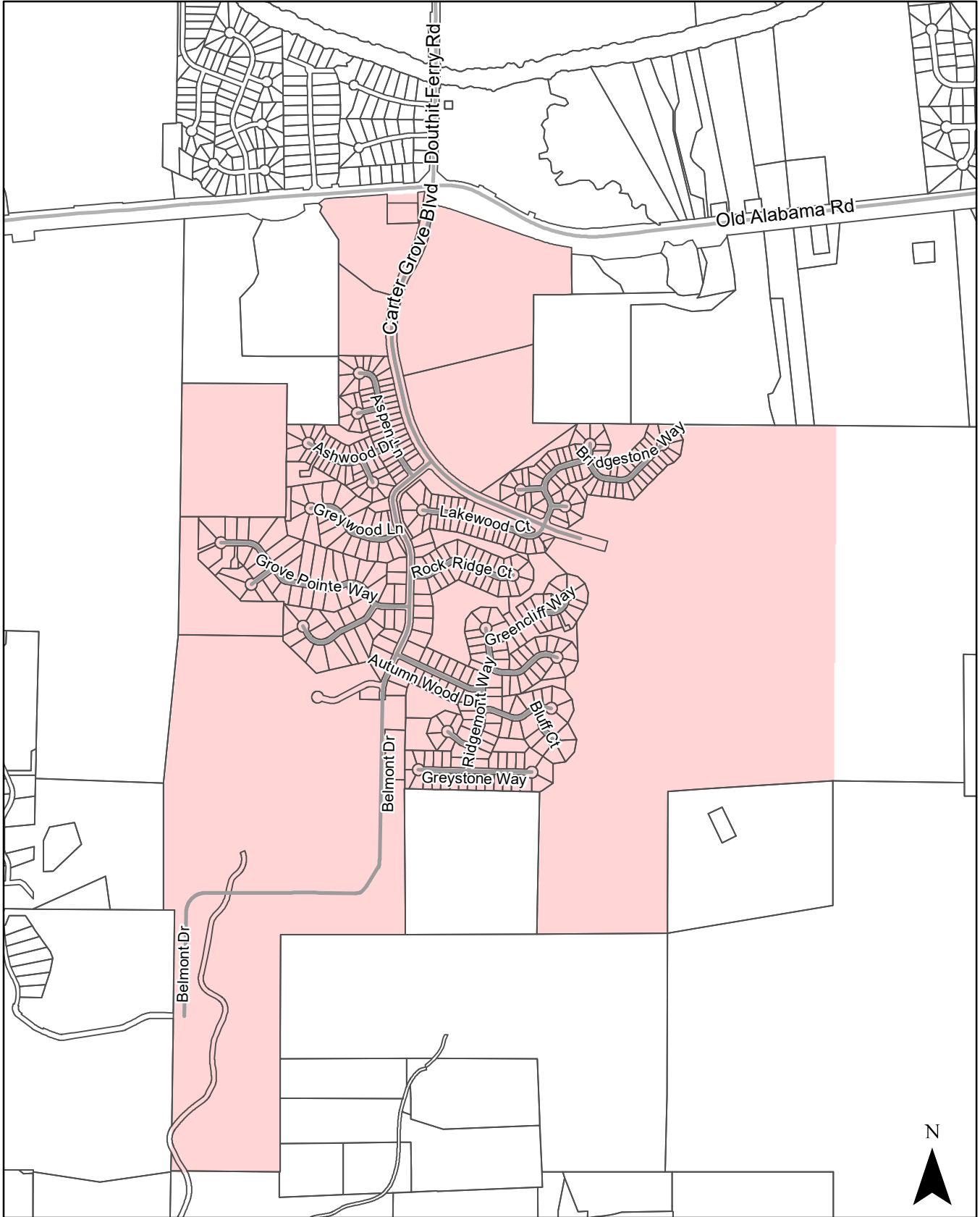
SO ORDAINED, this _____ day of _____, 2022.

ATTEST:

MATTHEW J. SANTINI, MAYOR

JULIA DRAKE, CITY CLERK

Building Moratorium Area





CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Water
AGENDA ITEM TITLE:	Annual EPD Water Testing Contract
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Water Department requests authorization to contract with the Department of Natural Resources Environmental Protection Division (EPD) Drinking Water Program for the period 7/1/2023 to 6/30/2024 and pay the budgeted invoice of \$10,120.00 through account 505.3310.52.1600.</p> <p>The fee is based on the population served by a water system. The EPD laboratory has performed this annual testing for the city for many years and offers the benefit of streamlined reporting and being 100% method compliant.</p>
LEGAL:	N/A



FIMS Account ID:
Customer Name:
Water System ID:
Invoice Number:

Meeting: July 20, 2023 Item 3.

CARTERSVILLE
GA0150002
DW-2023-005141

Total Due : \$ 10,120.00

Bill To:
CARTERSVILLE
FORYSTH, SIDNEY J
POB 1390
CARTERSVILLE, GA 30120

Notification:
Check Water System Information
gadrinkingwater.net
Account Information:
TOTAL AMOUNT DUE ON **08/16/2023**

BILLING SUMMARY

Invoice Period	Invoice Date	Current Invoice Amount	Previous Balance	Adjustment	Amount Paid	Total Due
07/01/2023 - 06/30/2024	7/5/2023	\$ 10,120.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10,120.00

EXPLANATION OF CHARGES

Population	TCR	Entry Point	Water System Type	Source Type	Analysis Type	Fee
24,830	300	1	C	SW	Chemical	\$ 10,120.00
Total :						\$ 10,120.00

PAST DUE SUMMARY

# of Days Past Due	Due	≤ 30	> 30 and ≤ 60	> 60 and ≤ 90	> 90 and ≤ 120	> 120
Past Due Amount	\$ 10,120.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late Fee	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00



PLEASE RETURN THIS PORTION OF YOUR INVOICE WITH YOUR PAYMENT.

MAKE CHECK(S) PAYABLE TO : EPD - Drinking Water Fees

FIMS ACCOUNT ID	TOTAL DUE	INVOICE #
45	\$ 10,120.00	DW-2023-005141

DUE DATE:	08/16/2023
TOTAL AMOUNT DUE:	\$ 10,120.00
TOTAL AMOUNT PAID:	

CARTERSVILLE
FORYSTH, SIDNEY J
POB 1390
CARTERSVILLE, GA 30120

MAIL PAYMENT TO:
DRINKING WATER FEES
P.O. BOX 101788
ATLANTA, GA 30392



FIMS Account ID:
Customer Name:
Water System ID:
Invoice Number:

Meeting: July 20, 2023 Item 3.

CARTERSVILLE
 GA0150002
 DW-2023-005141

Total Due : **\$ 10,120.00**

BILLING DETAIL

Transaction Date	Transaction Type Description	Transaction Amount
7/1/2023	Past Due Balance	\$ 0.00
7/1/2023	Current Charges	\$ 10,120.00
Total:		\$ 10,120.00

If you have questions regarding your invoice, please contact the Branch most closely related to your fees at one of the numbers below:

Air Protection Branch: (404) 363-7000
Land Protection Branch: (404) 657-8600
Watershed Protection Branch: (404) 463-1511

You may also email epdfinance@dnr.ga.gov for billing questions or for technical assistance, you can visit <http://epd.georgia.gov/geos/contact-us> for program-specific contacts.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric Department
AGENDA ITEM TITLE:	Distributed Generation Agreement for 11 Autumn Canyon Path
DEPARTMENT SUMMARY RECOMMENDATION:	<p>11 Autumn Canyon Path, a residential customer of Cartersville Electric System, installed roof-mounted solar panels that will interconnect with the City’s distribution system.</p> <p>When a power generation source connects to our distribution system, such as a solar power system, the Electric Department completes a visual inspection and field test to verify all operations meet our guidelines and do not negatively impact our system.</p> <p>The owner has signed the interconnection agreement and passed the field test. The Electric Department recommends Council approve the interconnection agreement and authorize the Mayor to sign on behalf of the City.</p>
LEGAL:	N/A

ELECTRICAL INTERCONNECTION AND POWER EXCHANGE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of 03/21/2023, 20____, by and between Ying Tang, hereinafter referred to as the "Owner"; and the City of Cartersville, a Georgia municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Owner desires to interconnect an eligible distributed generation system to operate in parallel to the City's electric system for production of electric energy intended primarily to offset part or all of the Owner's requirement for electricity; and,

WHEREAS, the City is or will be the electric supplier of the Owner's premises; and,

WHEREAS, the Owner's eligible distributed generation system will be installed at the Owner's premises located at 11 Autumn Canyon Path Southeast Cartersville GA 30121; and,

WHEREAS, the Owner's eligible distributed generation system is defined by the State of Georgia as a "Renewable Energy Source" such that energy supplied is from a technology approved in the Georgia Green Pricing Accreditation Program; and,

WHEREAS, the Owner understands the City is not obligated to permit interconnection to or purchase power from distributed generation systems with a peak generating capacity exceeding 10 kW per residential installation or 100 kW per nonresidential installation.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Scope and Purpose

This Agreement describes the conditions under which the City and the Owner agree that the distributed generating facility or facilities may be interconnected to and operated in parallel with the City's electric system and power exchange arrangements. Other services the Owner may require from the City are covered under separate agreements.

The following exhibits are incorporated and made a part of this Agreement:

- Exhibit A: Owner's "Application for Interconnection of Distributed Generation Facility" describing in detail the Owner's distributed generation facility, hereinafter referred to as the "System".
- Exhibit B: City's "Authorization or Non-Authorization" to connect.
- Exhibit C: City's "Distributed Generation Energy Rider".

Exhibit D: City's "Notice of Power Exchange Amount".

2. Term and Termination

2.1 The term of this Agreement begins on the date first set forth above (regardless of the date that the Owner is authorized to interconnect the System pursuant to Section 5 below) and continues until December 31 of the same year then continues for ten (10) successive 1-year terms from January 1 to December 31 unless terminated prior by either party pursuant to the provisions of this Agreement.

2.2 Either party may terminate this Agreement at any time by providing 90 days written notice to the other party. In the event of a sale of the Owner's premises, then this Agreement will terminate upon that sale.

2.3 The City may terminate this Agreement at any time for violation of this Agreement upon written notice to the Owner.

2.4 At the time of termination of this Agreement for any reason, the City reserves the right, but not the obligation, to perform lock out procedures to disconnect the Owner's System from the City's electric system.

3. Summary and Description of Owner's System

3.1 The Owner's System is a self-contained electric generation system including direct current disconnect apparatus, if applicable, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth on Exhibit A. The System begins and continues up-stream towards the distributed generation from the overcurrent protective device on the Owner's premises. However, the meter socket(s) and related electrical connects are part of the System and are the responsibility of the Owner. The meter(s) is (are) City equipment.

3.2 The type of Distributed Generation equipment is: Solar PV.

3.3 Capacity of the Distributed Generation equipment is: 4.8 kW.

3.4 The expected annual energy production of the Distributed Generation equipment is: 6,528 kWh.

3.5 The expected date of initial operation of the Distributed Generation equipment is: 4/2023.

4. Installation and Permitting

4.1 The Owner and the System must comply with all applicable National Electric Code (NEC), UL and IEEE requirements, including, but not limited to:

UL 1741-Standard for Static Inverters and Charge Controllers for Use with Photovoltaic Systems.

IEEE Standard 1547 (2003): Standard for Interconnecting Distributed Resources with Electric Power Systems. [NOTE: UL 1741 will soon be incorporated into IEEE 1547].

Other organizations, such as the Canadian Standards Association (CSA), test to UL 1741. If the inverter is tested by an organization other than Underwriters Laboratories, the test data must be submitted to the City.

The Owner at the Owner's expense must: 1) obtain all necessary electrical permits for installation of the System and 2) obtain and maintain any government authorizations or permits required for the operation of the System. The Owner must reimburse the City for any and all losses, damages, claims, penalties, or liability the City incurs as a result of Owner's failure to obtain or to maintain any governmental Authorizations and permits required for construction and operation of the Owner's System.

4.2 The Owner or its contractor must construct the System as specified in Exhibit A.

4.3 The Owner must provide a manual, lockable, load-break disconnect switch that provides a "visible air gap" adjacent to the point of connection to the City's electric system to provide a point of electrical separation between the Owner's System and the City's electric system. The City will approve the location of the disconnect switch. The disconnect switch must be easily visible, mounted separately from the metering equipment, readily accessible to the City personnel at all times, permanently labeled "GENERATION DISCONNECT", capable of interrupting the maximum available fault current of System, and capable of being locked in the open position with the City's lock. The City may open the disconnect switch thereby isolating the Owner's System from the City electric system for any reason that the City deems necessary including, but not limited to, maintenance or emergency work, the System adversely affecting other customers of the City, failure of the System to comply with codes/regulations, the System creating hazardous or unsafe conditions, the Owner's failure to pay utility bills when due, and failure to comply with the UL Standards in Section 4.1 above.

The Owner understands the City may accept, but is not obligated to accept, renewable energy credits from the Owner. If Owner anticipates transferring renewable energy credits to the City, the Owner must provide an approved meterbase installed adjacent to the disconnect switch mentioned above suitable for a City meter. City shall own this meter, known as the production meter.

4.4 The System must meet the following power quality requirements:

4.4.1. Voltage – the System must operate within 88 to 110% of nominal voltage. Response to voltages outside this range shall be as follows:

<u>Voltage</u>	<u>Maximum Trip Time</u>
$V < 50\%$	10 cycles
$50\% \leq V < 88\%$	120 cycles
$88\% \leq V \leq 110\%$	normal operation
$110\% < V \leq 120\%$	60 cycles
$V > 120\%$	10 cycles

4.4.2 Flicker – The System shall not create objectionable flicker for other City customers. Flicker is considered objectionable when it either causes a modulation of the light level of lamps sufficient to be irritating to humans or causes equipment malfunction.

4.4.3 Frequency – The System must have a frequency range of 59.3 to 60.5 Hz. When the interconnected system frequency is outside this range, the System shall trip within 10 cycles.

4.4.4 Waveform Distortion (Harmonics) – The System must have low current-distortion levels to ensure that no adverse effects are caused to other equipment connected to the City's electric system. When the System is serving balanced linear loads, harmonic current injection into the City's network shall not exceed the following:

Odd harmonics (h):

$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$
4.0%	2.0%	1.5%	0.6%	0.3%

Maximum Total Demand Distortion (TDD) 5.0%

Even harmonics: Even harmonics are to be limited to 25% of the odd harmonics shown above.

4.4.5 Power Factor – The System must operate at a power factor >0.85 (leading or lagging) when output is greater than 10% of full load.

4.4.6 Islanding Protection – The System must cease to energize the utility line when the inverter is subjected to islanding conditions. The System must immediately, completely, and automatically disconnect from the City's electric system in the event of a fault on the Owner's System or loss of source on the City's electric system. The City, at its own discretion and expense, may conduct periodic testing of anti-islanding. Anti-islanding is a means by which the Owner's System will cease to generate when it is still connected to the isolated (due to fault clearing or other switching) section of the City's electric system.

4.4.7 Isolation Transformer – The City may require a dedicated power transformer between the System and City-owned equipment in order to minimize adverse effects on other City customers.

4.5 The Owner's over-current protective device (Breaker) at the service panel must be dedicated and must be capable of interrupting the maximum available fault current. The Breaker shall be clearly marked to indicate power source and connection to the City's electric system.

4.6 The Owner, at the Owner's expense, must pay for any additional equipment required to connect the System to the City's electric system.

5. Written Authorization for Connection

The Owner may not connect the System to the City's electric system until: 1) this Agreement has been fully executed by the parties, 2) the System has been tested, and 3) written authorization to connect the System, in a form substantially similar to Attachment B, has been given to the Owner by the City. The City may have representatives present at the initial testing of the Owner's System and may perform (at its own expense) whatever testing of the Owner's System that the City deems necessary.

After written authorization to connect the System to the City's electric system has been given, the Owner shall make no changes or modifications in the System or of its mode of operation without the prior written approval of the City.

6. Warranty

The City's inspection and approval, if any, of the System is solely for the City's benefit and does not constitute a warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Owner or leased by the Owner from third parties, including without limitation the System and any structures, wires, appliances or devices appurtenant thereto.

7. Indemnity and Liability

7.1 The Owner releases and agrees to indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Owner's activities, actions or omissions under this Agreement.

7.2 Nothing in this Agreement shall be construed as a waiver by the City of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City under law.

8. Location of System

The System will be installed in the physical location specified or depicted in Exhibit A. The Owner cannot relocate and connect the System at another premises or physical location without filing a new interconnection application with the City or requesting modifications to this Agreement allowing for connection at the alternate location. In the event that such approval is given, any relocation and installation of the System will be at the Owner's sole expense.

9. Access to Premises

The Owner will provide the City access to the Owner's premises to (i) inspect the Owner's System, (ii) to read and to replace meters, (iii) to open the load-break disconnect switch, and (iv) to disconnect the interconnection facilities at the City's meter or transformer.

10. Maintenance of System

The Owner, at the Owner's sole cost and expense, will maintain the System including, but not limited to, all over-current protective equipment, in a safe and prudent manner and in conformance with all applicable laws, codes and regulation, including, but not limited to, the requirements of Section 4 above. The Owner must retain all records for such maintenance. These records must be available to the City for inspection at all reasonable times.

11. Safety

The Owner agrees to install, operate and maintain the System in a safe and prudent manner and in conformance with all applicable laws, codes and regulations including, but not limited to, those contained in Section 4 above.

12. Power Exchange Rate

The rate at which electrical energy is purchased by the City from the System is described in the "Distributed Generation Energy Rider", attached as Exhibit C, or successor riders as may be approved by the City.

13. Power Exchange Amount

The maximum amount of electrical energy purchased by the City from the System is described in the "Notice of Power Exchange Amount", attached as Exhibit D, or successor notices as may be provided by the City.

For Systems exceeding peak generating capacity of 10 kW per residential installation or 100 kW per nonresidential installation, City may alter the amount of electricity purchased from System or cease purchasing electricity from System by providing ninety (90) days written notice to Owner in a form substantially similar to Attachment D.

14. Power Exchange Obligations of City

The City agrees to:

- a) Purchase excess electricity generated at the Owner's referenced premises, per the City's notice of power exchange amount.
- b) Install appropriate electrical metering that provides for flow of energy both into (from the City) and out of (to the City) the property, such metering to provide a reading of the energy used or supplied during any billing period.
- c) Install appropriate electrical metering (production meter) that provides for flow of energy from System, such metering to provide a reading of the total energy generated, if Owner elects to transfer Renewable Energy Credits.
- d) Bill or make payment to the Owner for the electrical energy consumed or exchanged, per the City's distributed generation energy rider.
- e) The City reserves the right to separate Owner's equipment from the City's lines and facilities if, in the exclusive opinion of the City, continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the City shall promptly notify Owner so that any unsafe condition can be corrected.

15. Power Exchange Obligations of Owner

The Owner agrees and warrants:

- a) That it has full power and authority to execute and deliver this Agreement and all documents contemplated hereunder, and to assure full performance and compliance.
- b) That the Owner will pay for the electrical power exchanged per the City's distributed generation energy rider set forth in Exhibit C or successor riders as may be approved by the City.
- c) That the Owner shall supply the City with appropriate electrical interconnection plans, which must be designed to protect the safety of the City and the general public, and which must be pre-approved by the City. Included in these plans must be the requirement that the customer-owned interconnection equipment must disconnect from the City's electrical system upon the absence of City utility power.
- d) That the Owner agrees to provide the City access to the metering equipment, and agrees to cooperate with the City for any special, temporary metering intended to monitor energy flows.
- e) That the Owner agrees to pay for any incremental City metering or electrical distribution system costs necessitated by this Agreement.
- f) That the Owner will provide, install, own and maintain such power exchange and interconnection equipment that provides for the safe interconnection to the City's system.
- g) That the Owner's installed generation and interconnection equipment will operate safely at the time of installation and throughout the term of the Agreement.
- h) That the Owner will notify the City of any changes to the Owner's system (size change, generation change, or change in interconnection equipment). Technical information on any changes in Owner's equipment must be provided to the City and pre-approval received from the City prior to Owner connection and operation of such equipment.

16. Assignment

This Agreement may not be assigned by the Owner without the prior written consent of the City, which may be withheld in its sole discretion. In the event of a sale of the Owner's premises, then this Agreement will terminate upon that sale. If the new owner desires to continue receiving Service, the new owner must enter into a new, separate agreement with the City.

17. Force Majeure

Neither party will be liable for delays in performing its obligations to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

18. Severability

If any provision of this Agreement is found to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect, and such term or provision will be deemed stricken for as long as it remains illegal or unenforceable.

19. Governing Law and Venue

17.1 Any tribunal enforcing this Agreement shall apply and construe it according to the laws of the State of Georgia.

17.2 In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation, arising there under will be in the Superior Court of Bartow County, Georgia, and, if necessary for exclusive federal questions, the United States District Court for the Northern District of Georgia. The Owner waives any objection to jurisdiction or venue of any action instituted pursuant to this section and may not assert any defense in any such action based on lack of jurisdiction or venue or based upon Forum Non Conveniens. The Owner waives any bond or surety or security upon such bond or surety which, but for this waiver, might be required by the City.

20. Survival

The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.

21. Notices and Other Communications

Except as otherwise provided in this Agreement or as may be specified by the parties in writing, any notice or other communication required under this Agreement must be in writing and must be sent by registered or certified United States mail, or by messenger, or by facsimile, or by other electronic means. Any such notice or other communication must be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Owner: Company: _____
 Contact: Ying Tang
 Title: Account Holder
 Address: 11 Autumn Canyon Path Southeast Cartersville GA
30121
 Phone: (404) 402-0926
 Fax: _____

If to City: CITY OF CARTERSVILLE
 ATTN: ELECTRIC DIRECTOR
 P.O. BOX 1390 (if regular mail)
 320 S. ERWIN ST. (if overnight mail)
 CARTERSVILLE, GA 30120
 Phone: 770-387-5631
 Fax: 770-387-5630

22. Entire Agreement

This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings and agreements between the parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both parties. Email and all other electronic (including voice) communications from the City in connection with this Agreement are for informational purposes only. No such communications is intended by the City to constitute either an electronic record or an electronic signature or to constitute any agreement by the City to conduct a transaction by electronic means. Any such intention or agreement is expressly disclaimed.

23. Acknowledgements Regarding Agreement

By signing below, the Owner acknowledges understanding of the terms of this Agreement and that the Owner may not connect the System to the City’s electric system until the Owner has received written authorization to connect from the City. Within 30 days after notice from the Owner that the System is ready for interconnection to the City’s electric system, the City will inspect the System and will provide a written authorization to connect the System or a statement that the System may not be connected because of non-compliance with this Agreement.

24. Compliance with Ordinances and Regulations

The Owner shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City laws, rules, statutes, charter provisions, ordinances and regulations.

25. Beneficiaries

This Agreement is for the sole benefit of and binds the parties, their successors and assigns. This Agreement affords no claim, benefit or right of action to any third party. Any party besides the City or the Owner receiving services or benefits under this Agreement is only an incidental beneficiary.

26. Status of Owner

The Owner shall perform all operations under this Agreement as an independent Contractor, and not as an agent or employee of the City. No the City official or employee shall supervise the Owner. The Owner will exercise no supervision over any employee or official of the City. The Owner shall not represent that Owner is an employee or agent of the City in any capacity. The Owner has no right to Worker's Compensation benefits from the City or its insurance carriers or funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

WITNESS:

DocuSigned by:
Cassandra Fierro
9CE84441534E41E...

DocuSigned by:
Ying Tang
486B49969B7E474...
Owner

By: Ying Tang

Printed: Ying Tang

Title: Account Holder

ATTEST:

City Clerk Julia Drake

CITY OF CARTERSVILLE,
a Georgia Municipal Corporation

By: Mayor Matthew J. Santini

Exhibit A

**APPLICATION FOR INTERCONNECTION
OF DISTRIBUTED GENERATION FACILITY**

(Attach Owner's "Application for Interconnection of Distributed Generation Facility" describing in detail the Owner's distributed generation facility, the "System".)



Application for Interconnection of Distributed Generation Facility

The following application must be completed in its entirety and returned to the City of Cartersville Electric System (CES) at least 30 days prior to the anticipated interconnection date so that ample time is given to process the request. **At no point is the customer permitted to operate their distributed generation facilities in parallel with CES's electric distribution system until written authorization has been received from CES. In addition, applicable permits must be obtained from the City of Cartersville Building Inspections Department prior to installation of the distributed generation and any associated equipment.**

APPLICATION FEE

Residential Generators:	No charge
Non-residential Generators:	No charge

DISTRIBUTED GENERATION POLICY

Customers desiring to interconnect and/or sell electrical energy to CES produced by a distributed generation facility must be eligible for participation.

A distributed generation facility must:

1. Be owned and operated by an electrical customer of CES for production of electric energy; and,
2. Be located on the customer's premises; and,
3. Be connected to and operate in parallel with CES's distribution facilities; and,
4. Be intended primarily to offset part or all of the customer's requirement for electricity; and,
5. Be a "Renewable Energy Source" as defined by the State of Georgia such that energy supplied is from a technology approved in the Georgia Green Pricing Accreditation Program.

CES is not obligated to permit interconnection or to purchase energy from a distributed generation facility that does not meet the requirements above or that has a peak generating capacity exceeding 10 kW per residential installation or 100 kW per nonresidential installation in accordance with The Georgia Cogeneration and Distributed Generation Act of 2001. Requests outside the scope of this policy will be evaluated on a case-by-case basis.

CES will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all customers equals 0.2% of the City's annual peak demand in the previous year. CES may purchase, but is not obligated to purchase, additional energy at a cost agreed to by it and the customer.

Metering:

CES will install single directional metering or bi-directional metering for an approved distributed generation facility depending on the customer's method of installation. All installed costs for metering and associated equipment will be paid by the customer prior to distributed generation service being initiated. Net metering is not employed by CES.

Bi-directional metering uses one (1) meter to separately measure both the flow of electricity from the utility to the customer and the flow of electricity from the customer to the utility. Bi-directional metering shall be used where distributed generation facilities are connected on the customer's side of the utility meter.

Single directional metering uses two (2) meters and is used where the generation facilities are not located on the customer's side of the utility meter. One meter measures the flow of electricity from the utility to the customer for the non-generating facility and the other meter measures the flow of electricity from the customer to the utility for the generating facility.

Payment for energy:

Payment for electricity shall be consistent with The Georgia Cogeneration and Distributed Generation Act of 2001 (OCGA § 46-3-50).

Bi-directional metering:

- CES shall own the bi-directional meter. CES shall measure electricity provided to customer and electricity received from customer during the billing period.
- Electricity provided to customer shall be billed in accordance with the standard tariff.
- Customer shall be credited for energy delivered to CES in accordance with the distributed generation energy rider.

Single directional metering:

- CES shall own both single directional meters. CES shall measure electricity provided to customer and electricity received from customer during the billing period.
- Electricity provided to customer shall be billed in accordance with the standard tariff.
- Customer shall be billed an administration charge each billing period and credited for energy delivered to CES in accordance with the distributed generation energy rider.

Application and approval:

The customer shall be responsible for all costs associated with distributed generation and ensure a safe and reliable interconnection with CES. All fees, metering, engineering, and installation costs must be paid and the following documents must be completed and approved in their entirety prior to interconnection:

- Application for Interconnection of Distributed Generation Facility
- Electrical Interconnection and Power Exchange Agreement
- Electrical Permit

Power quality requirements:

Power accepted from customer shall conform to the following power quality requirements:

Voltage – The system must operate within 88 to 110% of nominal voltage and must trip off-line in response to voltages outside this range as follows:

$V < 50\%$	10 cycles max.
$50\% \leq V < 88\%$	120 cycles max.
$88\% \leq V \leq 110\%$	normal operation
$110\% < V \leq 120\%$	60 cycles max.
$V > 120\%$	10 cycles max.

Flicker – The system shall not create objectionable flicker for other City customers. Flicker is considered objectionable when it either causes a modulation of the light level of lamps sufficient to be irritating to humans or causes equipment malfunction.

Frequency – The system must operate within a frequency range of 59.3 to 60.5 Hz. and must trip off-line in response to frequencies outside this range within 10 cycles.

Waveform Distortion (Harmonics) – The system must have low current-distortion levels to ensure that no adverse effects are caused to other equipment connected to the City's electric system. When the system is serving balanced linear loads, harmonic current injection into the City's network shall not exceed the following levels:

Odd harmonics (h):

h<11	11≤h<17	17≤h<23	23≤h<35	h≥35
4.0%	2.0%	1.5%	0.6%	0.3%

Maximum Total Demand Distortion (TDD) 5.0%

Even harmonics: Even harmonics are to be limited to 25% of the odd harmonics shown above.

Power Factor – The system must operate at a power factor >0.85 (leading or lagging) when output is greater than 10% of full load.

Islanding Protection – The system must trip off-line and remain off-line in the event of a fault on the customer's system or loss of source on the City's electric system.

Physical requirements:

The customer's over-current protective device at the service panel must be dedicated and must be capable of interrupting the maximum available fault current and shall be clearly marked to indicate power source and connection to the City's electric system.

Customer is required to provide CES a readily accessible solid blade disconnect switch adjacent to the service point on the exterior of the building suitable for a utility lock. As determined by CES, the switch must meet "visible air gap" requirements, be placed at an approved location, be dedicated to utility, permanently marked "GENERATION DISCONNECT", and must be capable of interrupting the maximum available fault current of customer's distributed generation system.

Renewable energy credits:

The City may accept, but is not obligated to accept, renewable energy credits from the customer. If customer anticipates transferring renewable energy credits to the City, an approved meterbase must be installed adjacent to the above mentioned disconnect suitable for a City meter (production meter). CES shall own the production meter and CES shall measure electricity produced during the billing cycle.

Inspection and disconnection:

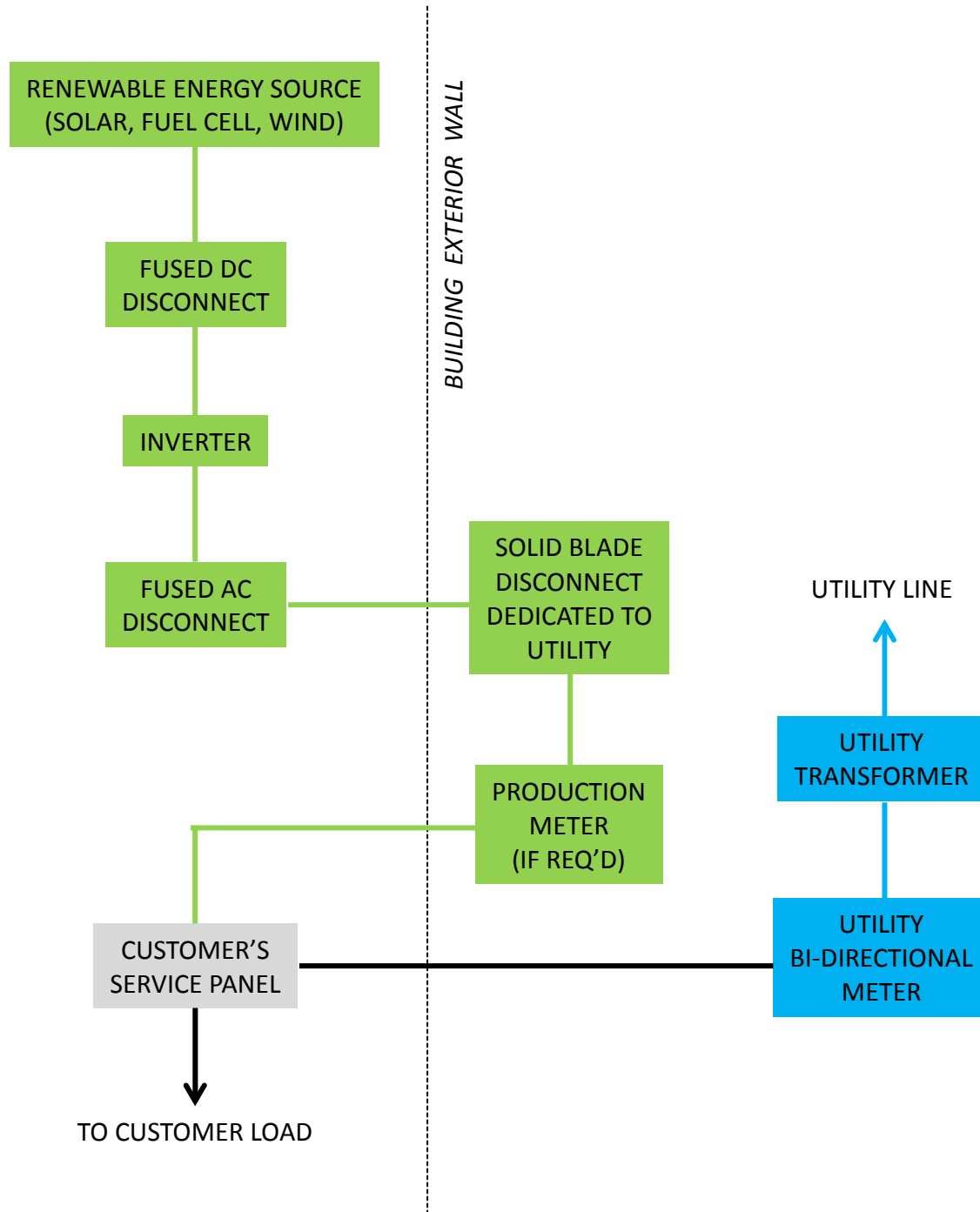
CES reserves the right to inspect and test customer's equipment at any time to ensure proper operation, compliance with safety requirements, or compliance with power quality requirements. CES may separate customer generation from utility system when, as determined by CES, customer system is unsafe or not in compliance.

CES reserves the right to separate customer generation from utility system when, as determined by CES, continued parallel operation with distribution system is unsafe or may cause damage to persons or property or when working on de-energized lines to isolate all sources of generation.

If utility service to customer is disconnected for any reason, distributed generation service will also be disconnected.

CES shall not be liable to any person, directly or indirectly, for loss of property, injury, or death resulting from the interconnection of a cogenerator or distributed generation facility to its electrical system.

CUSTOMER DISTRIBUTED GENERATION TYPICAL CONNECTION – BI-DIRECTIONAL METERING



SECTION 1 – APPLICANT CONTACT INFORMATIONCES Account Number: 5007206-187058Applicant Contact: Ying Tang

Applicant Owner/Company: _____

Address: 11 Autumn Canyon Path Southeast Cartersville GA 30121Phone: (404) 402-0926 Fax: _____E-mail: lee-ying@att.net**SECTION 2 – GENERATING FACILITY LOCATION**Address: 11 Autumn Canyon Path Southeast Cartersville GA 30121**SECTION 3 – CONSULTING ENGINEER OR CONTRACTOR CONTACT INFORMATION**Consultant/Contractor Contact: Casandra FierroConsultant/Contractor Company: Titan Solar PowerAddress: 525 W Baseline RDPhone: 4808857591 Fax: _____E-mail: Georgia.utilities@titansolarpower.com**SECTION 4 – GENERATING FACILITY/INVERTER INFORMATION**Generator Type: (circle one) Photovoltaic^x Wind Fuel Cell Hydro Geothermal Other (specify)Manufacturer: HYPERION/SOLAREEDGEModel Name and Number: HY-DH108P8/SE3800H-USkW Rating: 4.8 DC/ 3.8 AC kVA Rating: _____ Interconnection Voltage: 240

Will you supply the necessary var requirements?: (circle one) yes no

Disconnect Switch Manufacturer/Model Number: EATON DG221URBDisconnect Switch Rating: 30 THD: _____ Max. Fault Current: 20 AExternal Disconnect: (circle one) yes^x no If yes, location: Next to meterCan the system export power? (circle one) yes^x no Rated Frequency: _____

Meeting: July 20, 2023 Item 4.

SECTION 5 – RENEWABLE ENERGY CREDITS (REC’s)

Is transfer of REC’s to City anticipated? (circle one) yes no

External utility production meter: (circle one) yes no

SECTION 6 – ONE-LINE DIAGRAM AND ADDITIONAL INFORMATION

One-Line Diagram Attached: (circle one) yes no Product Literature Attached: (circle one) yes no

Obtained Electrical Permit: (circle one) yes no

Note: One-line diagram must include all major equipment including, but not limited to, generators, inverters, circuit breakers, and protective relays.

SECTION 7 – EXISTING ELECTRIC SERVICE

Main Panel Ampere Rating: 225 Main Panel Voltage Rating: 240

Service Character: (circle one) Single phase Three phase

SECTION 8 – DISTRIBUTED GENERATION INSTALLATION INFORMATION

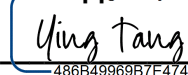
Is the normal operation of this generator intended to provide power to meet base load, demand management, standby, back-up, or other? (describe) Yes

Estimated In-Service Date: 4/2023 Estimated Interconnection Date: 5/2023

SECTION 9 – APPLICANT’S CERTIFICATION

I, the Applicant, certify that I have read and understand CES’s Distributed Generation Policy and that the information provided in this Application is true and accurate to the best of my knowledge.

Printed Name of Applicant: Ying Tang

Signature:  Date: 03/21/2023

SECTION 10 – TO BE COMPLETED BY CES PERSONNEL

CES Contact: John Dooley

Phone: 770-387-5631 Fax: _____

E-mail: jdooley@cityofcartersville.org

Address: 320 S. Erwin Street, Cartersville Ga 30120

Application accepted for review: (circle one) yes no If no, why: _____

Project Approval: (circle one) Approved Not Approved If not approved, why: _____

Type customer: (circle one) Residential Non residential

Utility metering: (circle one) Bi-directional Single directional

Production meter: (circle one) Yes No

Renewable Energy Credits: (circle one) Yes No

Fees: Metering: 0

Engineering: 0

Installation: 0

Total Fee: 0

Director's Signature (if approved): Derek D Hampton Digitally signed by Derek D Hampton
Date: 2023.07.07 15:58:54 -04'00'

Date Interconnection/Power Exchange Agreement forwarded to Applicant: 6/23/2023

Date Interconnection/Power Exchange Agreement received from Applicant: 6/26/2023

Date Interconnection/Power Exchange Agreement approved by Council: _____

Exhibit B

AUTHORIZATION or NON-AUTHORIZATION

This notice is provided to the owner of a distributed generation system detailing authorization or non-authorization to connect to the City of Cartersville's electric system pursuant to an existing Electrical Interconnection and Power Exchange Agreement.

This notice is an Exhibit B and is hereby made a part of said Agreement superseding any prior Exhibit B.

Name: Ying Tang

Address: 11 Autumn Canyon Path Southeast Cartersville GA 30121

System tested by: Matt Smith

Date: 6/16/2023

Section A: Authorization. The System has been inspected and tested and may be connected to the City's electric system

Signed by: *Derek D. Hampton*

Printed Name: DEREK D. HAMPTON

Printed Title: ELECTRIC DIRECTOR

Date: 6/14/2023

OR

Section B: Non-Authorization. The System cannot be connected to the City's electric system because the System does not comply with Agreement or does not test properly.

Signed by: _____

Printed Name: _____

Printed Title: _____

Date: _____

Exhibit C

DISTRIBUTED GENERATION ENERGY RIDER

(Attach Distributed Generation Energy Rider)

CITY OF CARTERSVILLE ELECTRIC SYSTEM
Electric Service Tariff

DISTRIBUTED GENERATION RIDER, DGR-2

<u>PAGE</u>	<u>EFFECTIVE DATE</u>	<u>Page</u>
1 of 2	Bills Rendered on or after July 18, 2019	33.00

AVAILABILITY:

Applicable to Customers in all areas served by the Cartersville Electric System (the Utility) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.

A distributed generation facility must:

1. Be owned (or leased) and operated by an existing Customer for production of electric energy, and
2. Be connected to and/or operate in parallel with the Utility’s distribution facilities, and
3. Be intended primarily to offset part or all of the Customer’s generator’s requirement for electricity, and
4. Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
5. Be installed on the customer side of the meter.

MONTHLY METERING CHARGE:

Bi-Directional Metering Charge	\$2.50 per month
OR	
Single Directional	
Single-Phase	\$4.50 per month
Poly-phase	\$11.00 per month

The City of Cartersville Electric System will install single directional metering or bi-directional metering depending on the Customer’s method of installation. All installed costs for metering and associated equipment will be paid by the Customer at the time service is initiated under this policy.

Bi-directional metering is defined as measuring the amount of electricity supplied by the Utility and the amount fed back to the Utility by the Customer’s distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the Utility on the Customer’s side of the Customer’s meter.

Single directional metering shall be defined as measuring electricity produced or consumed during the billing period, in accordance with normal metering practices. Single directional metering shall be used where distributed generation facilities are connected to the Utility’s distribution system on the Utility’s side of the Customer’s meter.

Administrative Charges:

The Utility requires each Customer with a distributed generation facility to pay the monthly administrative charges based on the electric rate.

Residential	\$10.00 per month
Commercial Non-Demand	\$12.00 per month
Small Power	\$14.00 per month
Medium Power	\$16.00 per month
Large Power	\$18.00 per month
Extra Large Power	\$20.00 per month

DISTRIBUTED GENERATION RIDER, DGR-2 (Continued)

<u>PAGE</u> 2 of 2	<u>EFFECTIVE DATE</u>	<u>Page</u> 34.00
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PAYMENT FOR ENERGY:

Bi-directional metering

1. When electricity supplied by the Utility exceeds electricity generated by the Customer’s distributed generation, the electricity shall be billed by the Utility in accordance with the applicable tariff(s).
2. When electricity generated by the Customer’s distributed generation system exceeds electricity supplied by the Utility, the Customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the Utility’s avoided energy cost.

Single directional metering

1. For kWh’s generated by Customer’s distributed generation facility, Customer shall be compensated at the Utility’s avoided cost of energy (kWh) as determined by the Utility. The Utility will only compensate Customer for avoided energy kWh’s as determined by metered energy delivered to the Utility’s distribution system.
2. The Customer’s net bill will be calculated using the Utility calculation for avoided energy cost (as described below) credited to the Customer, netted against the billing period charges for the Customer’s regular service (according to the applicable tariff) based on actual metered energy.

Avoided Energy Cost

Payments by the Utility to the Customer for the billing period metered avoided energy kWh’s will be computed by the Utility in its sole discretion based on the average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the Utility’s Wholesale Energy provider.

SAFETY, POWER QUALITY, AND INTERCONNECTION REQUIREMENTS:

The Customer shall be responsible for ensuring a safe and reliable interconnection with the Utility and all costs incurred therein. The Utility has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the Customer to the Utility’s distribution system:

1. Application for Interconnection of Distributed Generation Facility
2. Interconnection Agreement
3. Electrical Power Exchange Agreement

The provisions in all documents outlined above are incorporated into this Tariff in their entirety. For the avoidance of doubt, Customer shall be deemed to have agreed to such provisions by applying for service under this Tariff.

The Utility will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customers equals the percentage of the Utility’s annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the Utility at its sole discretion at a cost agreed to by it and the Customer provider. The Utility shall at no time be required to purchase energy from Customers in excess of amounts required by the DG Act.

The Utility reserves the right to separate the Customer generator’s equipment from City lines and facilities when, in the Utility’s judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the Utility shall promptly notify the Customer generator so that any unsafe condition can be corrected.

Exhibit D

NOTICE OF POWER EXCHANGE AMOUNT

This notice is provided to the owner of a distributed generation system detailing changes in the amount of Renewable Energy Credits and/or electrical energy to be purchased by the City of Cartersville pursuant to an existing Electrical Interconnection and Power Exchange Agreement.

This notice is an Exhibit D and is hereby made a part of said Agreement superseding any prior Exhibit D.

Date of Notice: _____

Consumption month change will occur: _____

Renewable Energy Credits to be purchased: _____

Maximum monthly consumption (kWh) to be purchased: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric Department
AGENDA ITEM TITLE:	Distributed Generation Agreement for Noble and Main
DEPARTMENT SUMMARY RECOMMENDATION:	Noble and Main, 145 West Main Street, installed solar panels that will interconnect with the City's distribution system. The Electric Department recommends Council approve the interconnection agreement and authorize the Mayor to sign on behalf of the City.
LEGAL:	N/A

ELECTRICAL INTERCONNECTION AND POWER EXCHANGE AGREEMENT

THIS AGREEMENT made and entered into this __ day of _____, 2023 __,

by and between Noble and Main Coffee Company, hereinafter referred to as the "Owner"; and the City of Cartersville, a Georgia municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Owner desires to interconnect an eligible distributed generation system to operate in parallel to the City's electric system for production of electric energy intended primarily to offset part or all of the Owner's requirement for electricity; and,

WHEREAS, the City is or will be the electric supplier of the Owner's premises; and,

WHEREAS, the Owner's eligible distributed generation system will be installed at the Owner's premises located at 145 W Main St, Cartersville, GA 30120; and,

WHEREAS, the Owner's eligible distributed generation system is defined by the State of Georgia as a "Renewable Energy Source" such that energy supplied is from a technology approved in the Georgia Green Pricing Accreditation Program; and,

WHEREAS, the Owner understands the City is not obligated to permit interconnection to or purchase power from distributed generation systems with a peak generating capacity exceeding 10 kW per residential installation or 100 kW per nonresidential installation.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Scope and Purpose

This Agreement describes the conditions under which the City and the Owner agree that the distributed generating facility or facilities may be interconnected to and operated in parallel with the City's electric system and power exchange arrangements. Other services the Owner may require from the City are covered under separate agreements.

The following exhibits are incorporated and made a part of this Agreement:

Exhibit A: Owner's "Application for Interconnection of Distributed Generation Facility" describing in detail the Owner's distributed generation facility, hereinafter referred to as the "System".

Exhibit B: City's "Authorization or Non-Authorization" to connect.

Exhibit C: City's "Distributed Generation Energy Rider".

Exhibit D: City’s “Notice of Power Exchange Amount”.

2. Term and Termination

2.1 The term of this Agreement begins on the date first set forth above (regardless of the date that the Owner is authorized to interconnect the System pursuant to Section 5 below) and continues until December 31 of the same year then continues for ten (10) successive 1-year terms from January 1 to December 31 unless terminated prior by either party pursuant to the provisions of this Agreement.

2.2 Either party may terminate this Agreement at any time by providing 90 days written notice to the other party. In the event of a sale of the Owner’s premises, then this Agreement will terminate upon that sale.

2.3 The City may terminate this Agreement at any time for violation of this Agreement upon written notice to the Owner.

2.4 At the time of termination of this Agreement for any reason, the City reserves the right, but not the obligation, to perform lock out procedures to disconnect the Owner’s System from the City’s electric system.

3. Summary and Description of Owner’s System

3.1 The Owner’s System is a self-contained electric generation system including direct current disconnect apparatus, if applicable, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth on Exhibit A. The System begins and continues up-stream towards the distributed generation from the overcurrent protective device on the Owner’s premises. However, the meter socket(s) and related electrical connects are part of the System and are the responsibility of the Owner. The meter(s) is (are) City equipment.

3.2 The type of Distributed Generation equipment is: Photovoltaic.

3.3 Capacity of the Distributed Generation equipment is: 13.64 kW.

3.4 The expected annual energy production of the Distributed Generation equipment is: 18,279 kWh.

3.5 The expected date of initial operation of the Distributed Generation equipment is: 9/30/2022.

4. Installation and Permitting

4.1 The Owner and the System must comply with all applicable National Electric Code (NEC), UL and IEEE requirements, including, but not limited to:

UL 1741-Standard for Static Inverters and Charge Controllers for Use with Photovoltaic Systems.

IEEE Standard 1547 (2003): Standard for Interconnecting Distributed Resources with Electric Power Systems. [NOTE: UL 1741 will soon be incorporated into IEEE 1547].

Other organizations, such as the Canadian Standards Association (CSA), test to UL 1741. If the inverter is tested by an organization other than Underwriters Laboratories, the test data must be submitted to the City.

The Owner at the Owner's expense must: 1) obtain all necessary electrical permits for installation of the System and 2) obtain and maintain any government authorizations or permits required for the operation of the System. The Owner must reimburse the City for any and all losses, damages, claims, penalties, or liability the City incurs as a result of Owner's failure to obtain or to maintain any governmental Authorizations and permits required for construction and operation of the Owner's System.

4.2 The Owner or its contractor must construct the System as specified in Exhibit A.

4.3 The Owner must provide a manual, lockable, load-break disconnect switch that provides a "visible air gap" adjacent to the point of connection to the City's electric system to provide a point of electrical separation between the Owner's System and the City's electric system. The City will approve the location of the disconnect switch. The disconnect switch must be easily visible, mounted separately from the metering equipment, readily accessible to the City personnel at all times, permanently labeled "GENERATION DISCONNECT", capable of interrupting the maximum available fault current of System, and capable of being locked in the open position with the City's lock. The City may open the disconnect switch thereby isolating the Owner's System from the City electric system for any reason that the City deems necessary including, but not limited to, maintenance or emergency work, the System adversely affecting other customers of the City, failure of the System to comply with codes/regulations, the System creating hazardous or unsafe conditions, the Owner's failure to pay utility bills when due, and failure to comply with the UL Standards in Section 4.1 above.

The Owner understands the City may accept, but is not obligated to accept, renewable energy credits from the Owner. If Owner anticipates transferring renewable energy credits to the City, the Owner must provide an approved meterbase installed adjacent to the disconnect switch mentioned above suitable for a City meter. City shall own this meter, known as the production meter.

4.4 The System must meet the following power quality requirements:

4.4.1. Voltage – the System must operate within 88 to 110% of nominal voltage. Response to voltages outside this range shall be as follows:

<u>Voltage</u>	<u>Maximum Trip Time</u>
$V < 50\%$	10 cycles
$50\% \leq V < 88\%$	120 cycles
$88\% \leq V \leq 110\%$	normal operation
$110\% < V \leq 120\%$	60 cycles
$V > 120\%$	10 cycles

4.4.2 Flicker – The System shall not create objectionable flicker for other City customers. Flicker is considered objectionable when it either causes a modulation of the light level of lamps sufficient to be irritating to humans or causes equipment malfunction.

4.4.3 Frequency – The System must have a frequency range of 59.3 to 60.5 Hz. When the interconnected system frequency is outside this range, the System shall trip within 10 cycles.

4.4.4 Waveform Distortion (Harmonics) – The System must have low current-distortion levels to ensure that no adverse effects are caused to other equipment connected to the City’s electric system. When the System is serving balanced linear loads, harmonic current injection into the City’s network shall not exceed the following:

Odd harmonics (h):

$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$35 \leq h$
4.0%	2.0%	1.5%	0.6%	0.3%

Maximum Total Demand Distortion (TDD) 5.0%

Even harmonics: Even harmonics are to be limited to 25% of the odd harmonics shown above.

4.4.5 Power Factor – The System must operate at a power factor >0.85 (leading or lagging) when output is greater than 10% of full load.

4.4.6 Islanding Protection – The System must cease to energize the utility line when the inverter is subjected to islanding conditions. The System must immediately, completely, and automatically disconnect from the City’s electric system in the event of a fault on the Owner’s System or loss of source on the City’s electric system. The City, at its own discretion and expense, may conduct periodic testing of anti-islanding. Anti-islanding is a means by which the Owner’s System will cease to generate when it is still connected to the isolated (due to fault clearing or other switching) section of the City’s electric system.

4.4.7 Isolation Transformer – The City may require a dedicated power transformer between the System and City-owned equipment in order to minimize adverse effects on other City customers.

4.5 The Owner’s over-current protective device (Breaker) at the service panel must be dedicated and must be capable of interrupting the maximum available fault current. The Breaker shall be clearly marked to indicate power source and connection to the City’s electric system.

4.6 The Owner, at the Owner’s expense, must pay for any additional equipment required to connect the System to the City’s electric system.

5. Written Authorization for Connection

The Owner may not connect the System to the City’s electric system until: 1) this Agreement has been fully executed by the parties, 2) the System has been tested, and 3) written authorization to connect the System, in a form substantially similar to Attachment B, has been given to the Owner by the City. The City may have representatives present at the initial testing of the Owner’s System and may perform (at its own expense) whatever testing of the Owner’s System that the City deems necessary.

After written authorization to connect the System to the City’s electric system has been given, the Owner shall make no changes or modifications in the System or of its mode of operation without the prior written approval of the City.

6. Warranty

The City’s inspection and approval, if any, of the System is solely for the City’s benefit and does not constitute a warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Owner or leased by the Owner from third parties, including without limitation the System and any structures, wires, appliances or devices appurtenant thereto.

7. Indemnity and Liability

7.1 The Owner releases and agrees to indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Owner’s activities, actions or omissions under this Agreement.

7.2 Nothing in this Agreement shall be construed as a waiver by the City of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City under law.

8. Location of System

The System will be installed in the physical location specified or depicted in Exhibit A. The Owner cannot relocate and connect the System at another premises or physical location without filing a new interconnection application with the City or requesting modifications to this Agreement allowing for connection at the alternate location. In the event that such approval is given, any relocation and installation of the System will be at the Owner's sole expense.

9. Access to Premises

The Owner will provide the City access to the Owner's premises to (i) inspect the Owner's System, (ii) to read and to replace meters, (iii) to open the load-break disconnect switch, and (iv) to disconnect the interconnection facilities at the City's meter or transformer.

10. Maintenance of System

The Owner, at the Owner's sole cost and expense, will maintain the System including, but not limited to, all over-current protective equipment, in a safe and prudent manner and in conformance with all applicable laws, codes and regulation, including, but not limited to, the requirements of Section 4 above. The Owner must retain all records for such maintenance. These records must be available to the City for inspection at all reasonable times.

11. Safety

The Owner agrees to install, operate and maintain the System in a safe and prudent manner and in conformance with all applicable laws, codes and regulations including, but not limited to, those contained in Section 4 above.

12. Power Exchange Rate

The rate at which electrical energy is purchased by the City from the System is described in the "Distributed Generation Energy Rider", attached as Exhibit C, or successor riders as may be approved by the City.

13. Power Exchange Amount

The maximum amount of electrical energy purchased by the City from the System is described in the "Notice of Power Exchange Amount", attached as Exhibit D, or successor notices as may be provided by the City.

For Systems exceeding peak generating capacity of 10 kW per residential installation or 100 kW per nonresidential installation, City may alter the amount of electricity purchased from System or cease purchasing electricity from System by providing ninety (90) days written notice to Owner in a form substantially similar to Attachment D.

14. Power Exchange Obligations of City

The City agrees to:

- a) Purchase excess electricity generated at the Owner's referenced premises, per the City's notice of power exchange amount.
- b) Install appropriate electrical metering that provides for flow of energy both into (from the City) and out of (to the City) the property, such metering to provide a reading of the energy used or supplied during any billing period.
- c) Install appropriate electrical metering (production meter) that provides for flow of energy from System, such metering to provide a reading of the total energy generated, if Owner elects to transfer Renewable Energy Credits.
- d) Bill or make payment to the Owner for the electrical energy consumed or exchanged, per the City's distributed generation energy rider.
- e) The City reserves the right to separate Owner's equipment from the City's lines and facilities if, in the exclusive opinion of the City, continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the City shall promptly notify Owner so that any unsafe condition can be corrected.

15. Power Exchange Obligations of Owner

The Owner agrees and warrants:

- a) That it has full power and authority to execute and deliver this Agreement and all documents contemplated hereunder, and to assure full performance and compliance.
- b) That the Owner will pay for the electrical power exchanged per the City's distributed generation energy rider set forth in Exhibit C or successor riders as may be approved by the City.
- c) That the Owner shall supply the City with appropriate electrical interconnection plans, which must be designed to protect the safety of the City and the general public, and which must be pre-approved by the City. Included in these plans must be the requirement that the customer-owned interconnection equipment must disconnect from the City's electrical system upon the absence of City utility power.
- d) That the Owner agrees to provide the City access to the metering equipment, and agrees to cooperate with the City for any special, temporary metering intended to monitor energy flows.
- e) That the Owner agrees to pay for any incremental City metering or electrical distribution system costs necessitated by this Agreement.
- f) That the Owner will provide, install, own and maintain such power exchange and interconnection equipment that provides for the safe interconnection to the City's system.
- g) That the Owner's installed generation and interconnection equipment will operate safely at the time of installation and throughout the term of the Agreement.
- h) That the Owner will notify the City of any changes to the Owner's system (size change, generation change, or change in interconnection equipment). Technical information on any changes in Owner's equipment must be provided to the City and pre-approval received from the City prior to Owner connection and operation of such equipment.

16. Assignment

This Agreement may not be assigned by the Owner without the prior written consent of the City, which may be withheld in its sole discretion. In the event of a sale of the Owner's premises, then this Agreement will terminate upon that sale. If the new owner desires to continue receiving Service, the new owner must enter into a new, separate agreement with the City.

17. Force Majeure

Neither party will be liable for delays in performing its obligations to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

18. Severability

If any provision of this Agreement is found to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect, and such term or provision will be deemed stricken for as long as it remains illegal or unenforceable.

19. Governing Law and Venue

17.1 Any tribunal enforcing this Agreement shall apply and construe it according to the laws of the State of Georgia.

17.2 In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation, arising there under will be in the Superior Court of Bartow County, Georgia, and, if necessary for exclusive federal questions, the United States District Court for the Northern District of Georgia. The Owner waives any objection to jurisdiction or venue of any action instituted pursuant to this section and may not assert any defense in any such action based on lack of jurisdiction or venue or based upon Forum Non Conveniens. The Owner waives any bond or surety or security upon such bond or surety which, but for this waiver, might be required by the City.

20. Survival

The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.

21. Notices and Other Communications

Except as otherwise provided in this Agreement or as may be specified by the parties in writing, any notice or other communication required under this Agreement must be in writing and must be sent by registered or certified United States mail, or by messenger, or by facsimile, or by other electronic means. Any such notice or other communication must be addressed as follows and, if so addressed, will be effective upon actual receipt.

The Owner shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City laws, rules, statutes, charter provisions, ordinances and regulations.

25. Beneficiaries

This Agreement is for the sole benefit of and binds the parties, their successors and assigns. This Agreement affords no claim, benefit or right of action to any third party. Any party besides the City or the Owner receiving services or benefits under this Agreement is only an incidental beneficiary.

26. Status of Owner

The Owner shall perform all operations under this Agreement as an independent Contractor, and not as an agent or employee of the City. No the City official or employee shall supervise the Owner. The Owner will exercise no supervision over any employee or official of the City. The Owner shall not represent that Owner is an employee or agent of the City in any capacity. The Owner has no right to Worker's Compensation benefits from the City or its insurance carriers or funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

WITNESS:

Owner

By: 

Printed: Justin Davis

Title: _____

ATTEST:

City Clerk Julia Drake

CITY OF CARTERSVILLE,
a Georgia Municipal Corporation

By: _____
Mayor Matthew J. Santini

Exhibit A

**APPLICATION FOR INTERCONNECTION
OF DISTRIBUTED GENERATION FACILITY**

(Attach Owner's "Application for Interconnection of Distributed Generation Facility" describing in detail the Owner's distributed generation facility, the "System".)



Application for Interconnection of Distributed Generation Facility

The following application must be completed in its entirety and returned to the City of Cartersville Electric System (CES) at least 30 days prior to the anticipated interconnection date so that ample time is given to process the request. **At no point is the customer permitted to operate their distributed generation facilities in parallel with CES's electric distribution system until written authorization has been received from CES. In addition, applicable permits must be obtained from the City of Cartersville Building Inspections Department prior to installation of the distributed generation and any associated equipment.**

APPLICATION FEE

Residential Generators:	No charge
Non-residential Generators:	No charge

DISTRIBUTED GENERATION POLICY

Customers desiring to interconnect and/or sell electrical energy to CES produced by a distributed generation facility must be eligible for participation.

A distributed generation facility must:

1. Be owned and operated by an electrical customer of CES for production of electric energy; and,
2. Be located on the customer's premises; and,
3. Be connected to and operate in parallel with CES's distribution facilities; and,
4. Be intended primarily to offset part or all of the customer's requirement for electricity; and,
5. Be a "Renewable Energy Source" as defined by the State of Georgia such that energy supplied is from a technology approved in the Georgia Green Pricing Accreditation Program.

CES is not obligated to permit interconnection or to purchase energy from a distributed generation facility that does not meet the requirements above or that has a peak generating capacity exceeding 10 kW per residential installation or 100 kW per nonresidential installation in accordance with The Georgia Cogeneration and Distributed Generation Act of 2001. Requests outside the scope of this policy will be evaluated on a case-by-case basis.

CES will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all customers equals 0.2% of the City's annual peak demand in the previous year. CES may purchase, but is not obligated to purchase, additional energy at a cost agreed to by it and the customer.

Metering:

CES will install single directional metering or bi-directional metering for an approved distributed generation facility depending on the customer's method of installation. All installed costs for metering and associated equipment will be paid by the customer prior to distributed generation service being initiated. Net metering is not employed by CES.

Bi-directional metering uses one (1) meter to separately measure both the flow of electricity from the utility to the customer and the flow of electricity from the customer to the utility. Bi-directional metering shall be used where distributed generation facilities are connected on the customer's side of the utility meter.

Single directional metering uses two (2) meters and is used where the generation facilities are not located on the customer’s side of the utility meter. One meter measures the flow of electricity from the utility to the customer for the non-generating facility and the other meter measures the flow of electricity from the customer to the utility for the generating facility.

Payment for energy:

Payment for electricity shall be consistent with The Georgia Cogeneration and Distributed Generation Act of 2001 (OCGA § 46-3-50).

Bi-directional metering:

- CES shall own the bi-directional meter. CES shall measure electricity provided to customer and electricity received from customer during the billing period.
- Electricity provided to customer shall be billed in accordance with the standard tariff.
- Customer shall be credited for energy delivered to CES in accordance with the distributed generation energy rider.

Single directional metering:

- CES shall own both single directional meters. CES shall measure electricity provided to customer and electricity received from customer during the billing period.
- Electricity provided to customer shall be billed in accordance with the standard tariff.
- Customer shall be billed an administration charge each billing period and credited for energy delivered to CES in accordance with the distributed generation energy rider.

Application and approval:

The customer shall be responsible for all costs associated with distributed generation and ensure a safe and reliable interconnection with CES. All fees, metering, engineering, and installation costs must be paid and the following documents must be completed and approved in their entirety prior to interconnection:

- Application for Interconnection of Distributed Generation Facility
- Electrical Interconnection and Power Exchange Agreement
- Electrical Permit

Power quality requirements:

Power accepted from customer shall conform to the following power quality requirements:

Voltage – The system must operate within 88 to 110% of nominal voltage and must trip off-line in response to voltages outside this range as follows:

V<50%	10 cycles max.
50%≤V<88%	120 cycles max.
88%≤V≤110%	normal operation
110%<V≤120%	60 cycles max.
V>120%	10 cycles max.

Flicker – The system shall not create objectionable flicker for other City customers. Flicker is considered objectionable when it either causes a modulation of the light level of lamps sufficient to be irritating to humans or causes equipment malfunction.

Frequency – The system must operate within a frequency range of 59.3 to 60.5 Hz. and must trip off-line in response to frequencies outside this range within 10 cycles.

Waveform Distortion (Harmonics) – The system must have low current-distortion levels to ensure that no adverse effects are caused to other equipment connected to the City’s electric system. When the system is serving balanced linear loads, harmonic current injection into the City’s network shall not exceed the following levels:

Odd harmonics (h):

$h < 11$	$11 \leq h < 17$	$17 \leq h < 23$	$23 \leq h < 35$	$h \geq 35$
4.0%	2.0%	1.5%	0.6%	0.3%

Maximum Total Demand Distortion (TDD) 5.0%

Even harmonics: Even harmonics are to be limited to 25% of the odd harmonics shown above.

Power Factor – The system must operate at a power factor >0.85 (leading or lagging) when output is greater than 10% of full load.

Islanding Protection – The system must trip off-line and remain off-line in the event of a fault on the customer’s system or loss of source on the City’s electric system.

Physical requirements:

The customer’s over-current protective device at the service panel must be dedicated and must be capable of interrupting the maximum available fault current and shall be clearly marked to indicate power source and connection to the City’s electric system.

Customer is required to provide CES a readily accessible solid blade disconnect switch adjacent to the service point on the exterior of the building suitable for a utility lock. As determined by CES, the switch must meet “visible air gap” requirements, be placed at an approved location, be dedicated to utility, permanently marked “GENERATION DISCONNECT”, and must be capable of interrupting the maximum available fault current of customer’s distributed generation system.

Renewable energy credits:

The City may accept, but is not obligated to accept, renewable energy credits from the customer. If customer anticipates transferring renewable energy credits to the City, an approved meterbase must be installed adjacent to the above mentioned disconnect suitable for a City meter (production meter). CES shall own the production meter and CES shall measure electricity produced during the billing cycle.

Inspection and disconnection:

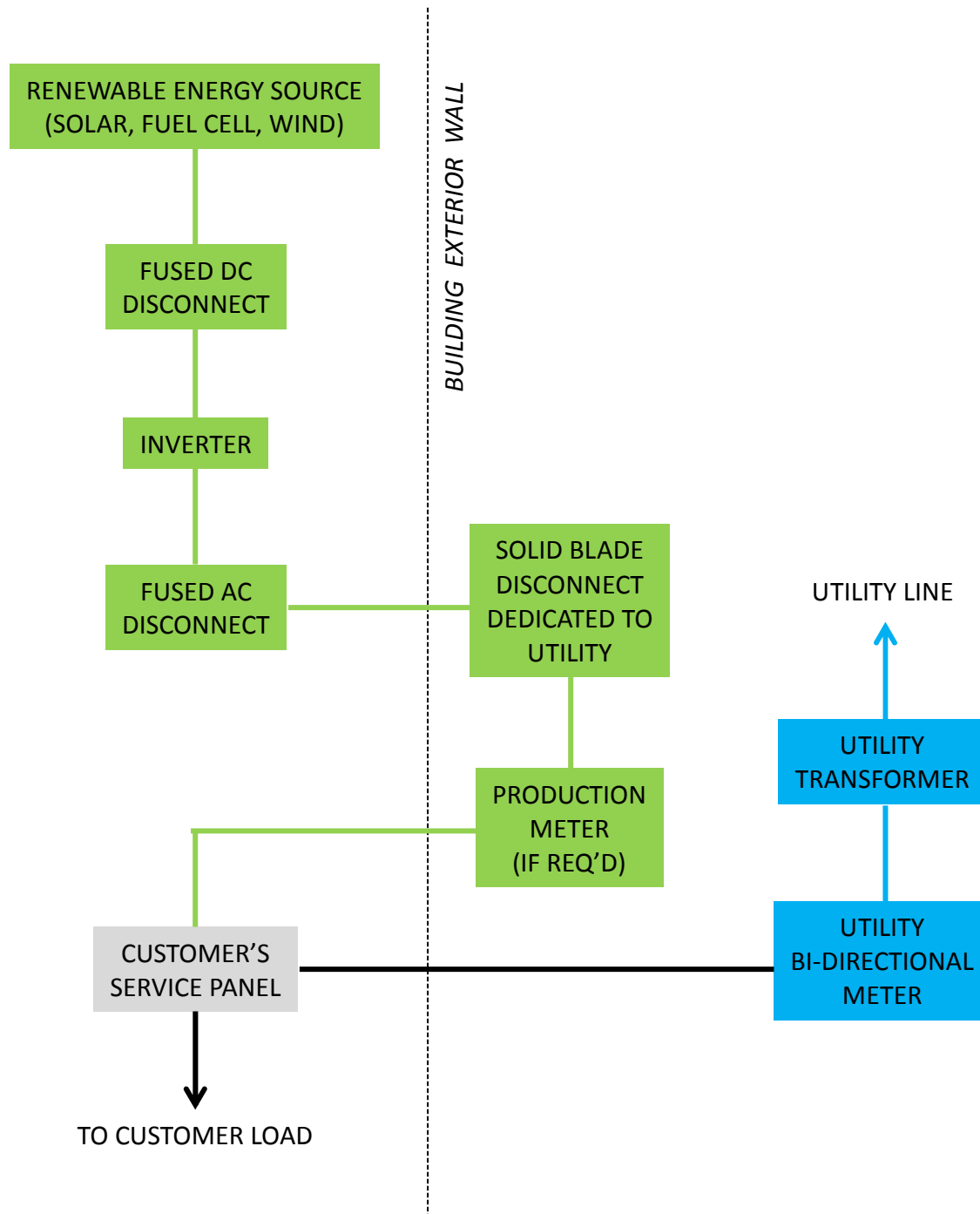
CES reserves the right to inspect and test customer’s equipment at any time to ensure proper operation, compliance with safety requirements, or compliance with power quality requirements. CES may separate customer generation from utility system when, as determined by CES, customer system is unsafe or not in compliance.

CES reserves the right to separate customer generation from utility system when, as determined by CES, continued parallel operation with distribution system is unsafe or may cause damage to persons or property or when working on de-energized lines to isolate all sources of generation.

If utility service to customer is disconnected for any reason, distributed generation service will also be disconnected.

CES shall not be liable to any person, directly or indirectly, for loss of property, injury, or death resulting from the interconnection of a cogenerator or distributed generation facility to its electrical system.

CUSTOMER DISTRIBUTED GENERATION TYPICAL CONNECTION – BI-DIRECTIONAL METERING



SECTION 1 – APPLICANT CONTACT INFORMATION

CES Account Number: 1101090-190877
Applicant Contact: Justin Davis
Applicant Owner/Company: Noble and Main Coffee Company
Address: 145 W Main St, Cartersville, GA 30120
Phone: 404-754-8984 Fax: _____
E-mail: justin@nobleandmain.com

SECTION 2 – GENERATING FACILITY LOCATION

Address: 145 W Main St, Cartersville, GA 30120

SECTION 3 – CONSULTING ENGINEER OR CONTRACTOR CONTACT INFORMATION

Consultant/Contractor Contact: Caitlin Fulmer
Consultant/Contractor Company: Creative Solar USA
Address: 2931 Lewis St, Kennesaw, GA 30144
Phone: 770-485-7438 Fax: _____
E-mail: caitlin.fulmer@creativesolarusa.com

SECTION 4 – GENERATING FACILITY/INVERTER INFORMATION

Generator Type: (circle one) Photovoltaic Wind Fuel Cell Hydro Geothermal Other (specify)
Manufacturer: Longi Solar
Model Name and Number: LR4-72HPH 440M
kW Rating: 13.64 kVA Rating: _____ Interconnection Voltage: 120/240
Will you supply the necessary var requirements?: (circle one) yes no
Disconnect Switch Manufacturer/Model Number: Eaton DG222URB
Disconnect Switch Rating: 60A THD: _____ Max. Fault Current: _____
External Disconnect: (circle one) yes no If yes, location: within 10ft of utility meter, outside
Can the system export power? (circle one) yes no Rated Frequency: _____

SECTION 5 – RENEWABLE ENERGY CREDITS (REC’s)

Is transfer of REC’s to City anticipated? (circle one) yes no

External utility production meter: (circle one) yes no

SECTION 6 – ONE-LINE DIAGRAM AND ADDITIONAL INFORMATION

One-Line Diagram Attached: (circle one) no Product Literature Attached: (circle one) no

Obtained Electrical Permit: (circle one) no

Note: One-line diagram must include all major equipment including, but not limited to, generators, inverters, circuit breakers, and protective relays.

SECTION 7 – EXISTING ELECTRIC SERVICE

Main Panel Ampere Rating: 200 Main Panel Voltage Rating: 120/240

Service Character: (circle one) Single phase Three phase

SECTION 8 – DISTRIBUTED GENERATION INSTALLATION INFORMATION

Is the normal operation of this generator intended to provide power to meet base load, demand management, standby, back-up, or other? (describe) meet base load

Estimated In-Service Date: 8/30/2022 Estimated Interconnection Date: 9/30/2022

SECTION 9 – APPLICANT’S CERTIFICATION

I, the Applicant, certify that I have read and understand CES’s Distributed Generation Policy and that the information provided in this Application is true and accurate to the best of my knowledge.

Printed Name of Applicant: Justin Davis

Signature: [Handwritten Signature] Date: June 15, 2022

SECTION 10 – TO BE COMPLETED BY CES PERSONNEL

CES Contact: John Dooley

Phone: 770-387-5631 Fax: _____

E-mail: jdooley@cityofcartersville.org

Address: 320 S. Erwin Street

Application accepted for review: (circle one) **yes** no If no, why: _____

Project Approval: (circle one) **Approved** Not Approved If not approved, why: _____

Type customer: (circle one) Residential **Non residential**

Utility metering: (circle one) **Bi-directional** Single directional

Production meter: (circle one) Yes **No**

Renewable Energy Credits: (circle one) Yes **No**

Fees: Metering: _____

Engineering: _____

Installation: _____

Total Fee: 0.00

Director's Signature (if approved): John B. Dooley

Digitally signed by John B. Dooley
DN: cn=John B. Dooley, o=City of Cartersville, ou=City of Cartersville, email=jdooley@cityofcartersville.org
Date: 2022.07.22 10:24:52 -0400

Date Interconnection/Power Exchange Agreement forwarded to Applicant: June 2022

Date Interconnection/Power Exchange Agreement received from Applicant: June 15 2022

Date Interconnection/Power Exchange Agreement approved by Council: _____

Exhibit B

AUTHORIZATION or NON-AUTHORIZATION

This notice is provided to the owner of a distributed generation system detailing authorization or non-authorization to connect to the City of Cartersville’s electric system pursuant to an existing Electrical Interconnection and Power Exchange Agreement.

This notice is an Exhibit B and is hereby made a part of said Agreement superseding any prior Exhibit B.

Name: Noble and Main Coffee Company

Address: 145 W. Main Street, Cartersville, GA 30120

.....

System tested by: John Dittmer

Date: 6/27/2023

.....

Section A: Authorization. The System has been inspected and tested and may be connected to the City’s electric system

Signed by: *Derek D. Hampton*

Printed Name: Derek D. Hampton

Printed Title: Electric Director

Date: 6/14/2023

OR

Section B: Non-Authorization. The System cannot be connected to the City’s electric system because the System does not comply with Agreement or does not test properly.

Signed by: _____

Printed Name: _____

Printed Title: _____

Date: _____

Exhibit C

DISTRIBUTED GENERATION ENERGY RIDER

(Attach Distributed Generation Energy Rider)

CITY OF CARTERSVILLE ELECTRIC SYSTEM
Electric Service Tariff

DISTRIBUTED GENERATION RIDER, DGR-2

<u>PAGE</u> 1 of 2	<u>EFFECTIVE DATE</u> Bills Rendered on or after July 18, 2019	<u>Page</u> 33.00
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AVAILABILITY:

Applicable to Customers in all areas served by the Cartersville Electric System (the Utility) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.

A distributed generation facility must:

1. Be owned (or leased) and operated by an existing Customer for production of electric energy, and
2. Be connected to and/or operate in parallel with the Utility’s distribution facilities, and
3. Be intended primarily to offset part or all of the Customer’s generator’s requirement for electricity, and
4. Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
5. Be installed on the customer side of the meter.

MONTHLY METERING CHARGE:

Bi-Directional Metering Charge	\$2.50 per month
OR	
Single Directional	
Single-Phase	\$4.50 per month
Poly-phase	\$11.00 per month

The City of Cartersville Electric System will install single directional metering or bi-directional metering depending on the Customer’s method of installation. All installed costs for metering and associated equipment will be paid by the Customer at the time service is initiated under this policy.

Bi-directional metering is defined as measuring the amount of electricity supplied by the Utility and the amount fed back to the Utility by the Customer’s distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the Utility on the Customer’s side of the Customer’s meter.

Single directional metering shall be defined as measuring electricity produced or consumed during the billing period, in accordance with normal metering practices. Single directional metering shall be used where distributed generation facilities are connected to the Utility’s distribution system on the Utility’s side of the Customer’s meter.

Administrative Charges:

The Utility requires each Customer with a distributed generation facility to pay the monthly administrative charges based on the electric rate.

Residential	\$10.00 per month
Commercial Non-Demand	\$12.00 per month
Small Power	\$14.00 per month
Medium Power	\$16.00 per month
Large Power	\$18.00 per month
Extra Large Power	\$20.00 per month

DISTRIBUTED GENERATION RIDER, DGR-2 (Continued)

PAGE 2 of 2	EFFECTIVE DATE	Page 34.00
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PAYMENT FOR ENERGY:

Bi-directional metering

1. When electricity supplied by the Utility exceeds electricity generated by the Customer’s distributed generation, the electricity shall be billed by the Utility in accordance with the applicable tariff(s).
2. When electricity generated by the Customer’s distributed generation system exceeds electricity supplied by the Utility, the Customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the Utility’s avoided energy cost.

Single directional metering

1. For kWh’s generated by Customer’s distributed generation facility, Customer shall be compensated at the Utility’s avoided cost of energy (kWh) as determined by the Utility. The Utility will only compensate Customer for avoided energy kWh’s as determined by metered energy delivered to the Utility’s distribution system.
2. The Customer’s net bill will be calculated using the Utility calculation for avoided energy cost (as described below) credited to the Customer, netted against the billing period charges for the Customer’s regular service (according to the applicable tariff) based on actual metered energy.

Avoided Energy Cost

Payments by the Utility to the Customer for the billing period metered avoided energy kWh’s will be computed by the Utility in its sole discretion based on the average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the Utility’s Wholesale Energy provider.

SAFETY, POWER QUALITY, AND INTERCONNECTION REQUIREMENTS:

The Customer shall be responsible for ensuring a safe and reliable interconnection with the Utility and all costs incurred therein. The Utility has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the Customer to the Utility’s distribution system:

1. Application for Interconnection of Distributed Generation Facility
2. Interconnection Agreement
3. Electrical Power Exchange Agreement

The provisions in all documents outlined above are incorporated into this Tariff in their entirety. For the avoidance of doubt, Customer shall be deemed to have agreed to such provisions by applying for service under this Tariff.

The Utility will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customers equals the percentage of the Utility’s annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the Utility at its sole discretion at a cost agreed to by it and the Customer provider. The Utility shall at no time be required to purchase energy from Customers in excess of amounts required by the DG Act.

The Utility reserves the right to separate the Customer generator’s equipment from City lines and facilities when, in the Utility’s judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the Utility shall promptly notify the Customer generator so that any unsafe condition can be corrected.

Exhibit D

NOTICE OF POWER EXCHANGE AMOUNT

This notice is provided to the owner of a distributed generation system detailing changes in the amount of Renewable Energy Credits and/or electrical energy to be purchased by the City of Cartersville pursuant to an existing Electrical Interconnection and Power Exchange Agreement.

This notice is an Exhibit D and is hereby made a part of said Agreement superseding any prior Exhibit D.

Date of Notice: _____

Consumption month change will occur: _____

Renewable Energy Credits to be purchased: _____

Maximum monthly consumption (kWh) to be purchased: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	07/20/2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Electric Department
AGENDA ITEM TITLE:	Third Amendment to the Solar Power Purchase Contract
DEPARTMENT SUMMARY RECOMMENDATION:	The Electric Department requests approval of the third amendment to the Power Purchasing Contract with MEAG Power. The amendment increases our entitlement to an additional portion of the project's share due to abandonment by another participant. MEAG has requested expedited approval to maintain the project schedule. The City Attorney approved the amended contract.
The LEGAL:	Reviewed by Archer & Lovell

TO: Solar Participants

FROM: MEAG Power

DATE: June 30, 2023

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

Attached for your consideration and approval is a third amendment to your Solar Power Purchase Contract (PPC). This third amendment will increase your entitlement share to the output received under the Solar Purchase Power Agreement (SPPA) in accordance with your expressed interest in acquiring all or a portion of the now unsubscribed 0.6589520 MWs.

MEAG Power is requesting an expedited approval of this third amendment, with a deadline of July 14th, in order to maintain the project schedule and November 2024 Commercial Operation date.

Please contact your Regional Manager with any questions.

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

This Third Amendment to the Power Purchase Contract (this “**Amendment**”), made and entered into as of _____, 2023, 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 Cartersville (a “**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 11, 2021, with the City of Cartersville;

WHEREAS, Section 1.2 of the PPC established the calculation for determining the Solar Participant’s Entitlement Share. The City was notified of its awarded MW amount and Entitlement Share in a letter dated September 21, 2021 from Peter M. Degnan;

WHEREAS, the Authority and the Solar Participant amended the PPC pursuant to that certain First Amendment to the PPC, dated October 20, 2022, whereby Section 1.1 of the PPC was amended by adding Exhibit B to the PPC (incorporating into the PPC Amendment No.1 to the Solar Power Purchase Agreement (SPPA));

WHEREAS, the Authority and certain Solar Participants further amended the PPC by executing Amendment No. 2 to the SPPA;

WHEREAS, one Solar Participant with an awarded MW amount of 0.6589520 MWs has elected not to continue in the Solar Project;

WHEREAS, other Solar Participants have expressed an interest in acquiring all or a portion of the now unsubscribed 0.6589520 MWs;

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.

The City agrees to increase its Entitlement Share of the Solar Project in accordance with the following formula:

- (a) The calculation reflecting each City's existing entitlement share as a percentage of the total entitlement shares of the Solar Participants entering into this Third Amendment. That percentage share will be multiplied by the unsubscribed 0.6589520 MWs to determine the increase of the Solar Participants MW amount.
- (b) That MW amount increase will then be added to the City's awarded MW amount from the September 21, 2021 letter (Adjusted MWs), and the City's new Entitlement Share will be the Adjusted MWs divided by the number of MWs comprising the Solar Project (80 MWs) .

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 CARTERSVILLE

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Bid award/Purchases
DEPARTMENT NAME:	Electric Department
AGENDA ITEM TITLE:	MV90 Renewal
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Electric Department is seeking approval to renew the annual maintenance contract with Itron. Itron’s MV-90 software is used to program our larger customers’ meters and to download the interval data necessary to prepare the monthly billing. This software analyzes the customers’ demands, their consumption and provides the totalization necessary for customers with multiple meters to be treated like a single meter.</p> <p>This renewal is a sole-sourced budgeted item in the amount of \$15,559.99.</p>
LEGAL:	N/A



Date Printed: 02-JUN-2023

Service Pricing

Page: 1 of 1

Customer Name: City of Cartersville, Georgia
Customer Number: 1522
Bill To Contact: John Dooley
Customer Address: PO Box 1390
 Cartersville,GA 30120-1390

Contract Number: SC00001852
Description: City of Cartersville, Georgia

Contract Duration: 01-OCT-2023 - 30-SEP-2024

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
SOFTWARE					
MV-90 XI TCP-IP SINGLE PC		01-OCT-2023	30-SEP-2024	1	872.10
			Subtotal :	1	872.10
51 - 100 METERS,MV-90 XI SINGLE PC STD CONFIG, ELECT DEL Incremental Increase to 100 Meters		01-OCT-2023	30-SEP-2024	1	4,242.07
			Subtotal :	1	4,242.07
MV-90 XI SINGLE PC 50 METER		01-OCT-2023	30-SEP-2024	1	8,895.42
			Subtotal :	1	8,895.42
MVLT XI BASE		01-OCT-2023	30-SEP-2024	1	0.00
			Subtotal :	1	0.00
MV-90 XI BASE SINGLE PC		01-OCT-2023	30-SEP-2024	1	0.00
			Subtotal :	1	0.00
MVLT XI SINGLE COPY LICENSE,ELECTRONIC DELIVERY		01-OCT-2023	30-SEP-2024	1	1,550.40
			Subtotal :	1	1,550.40
	SOFTWARE		Subtotal :	6	15,559.99
Contract Grand Total:				6	15,559.99

NOTE: This is not an invoice



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20th, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Fire Department
AGENDA ITEM TITLE:	New Fire Station Topographical Survey
DEPARTMENT SUMMARY RECOMMENDATION:	The Fire Department respectfully requests approval for Croft and Associates, the design engineer for the new Fire Station #5 on Carter Grove Blvd, to complete a topographical survey for the site for \$14,920.00.
LEGAL:	N/A



July 14, 2023

Scott Carter
Fire Chief
Cartersville Fire Department
195 Cassville Road
Cartersville, GA 30120

VIA EMAIL

**RE: Surveying Services Proposal
Fire Station #5**

Dear Scott:

We are pleased to be the designers of the new fire station #5 to be built at Carter Grove Boulevard, Cartersville, GA. We understand a topographic and utilities survey is needed in order to address the site design of the new station. We have prepared this proposal to provide this survey for the proposed property. We appreciate the opportunity and look forward to working with you to accomplish this service for the City.

You will find outlined below the scope of services, design assumptions, deliverables and professional fees for this project.

SCOPE OF SERVICES

CROFT will prepare a one foot interval field run topographic survey of the 10.5 acre property.

ASSUMPTIONS

1. Only the fieldwork indicated is included in this proposal.
2. Utilities will be located and documented.
3. Boundary survey provided to CROFT and dated August 02, 2022 will be used as the basis of the property limits.
4. Our Scope of Services excludes marking locations of empty conduits, traffic control wires and cables, irrigation systems, underground storage tanks, and nonmetallic, non-conductive utilities. Non-metallic, non-conductive utilities and utilities without tracer wires cannot be accurately mapped and will not be physically marked on the ground. Utilities not located utilizing this technique may exist, but may not be marked, and may be disturbed upon excavation. Storm and sanitary sewer pipe are typically not traceable therefore their location is estimated based upon above ground visible evidence such as manholes and catch basins.
5. Determination of size, depth, and pressure of water, force main or gas mains is not included.
6. Determination of size and depth of electric, phone, and cable lines is not included.
7. The determination of overhead utility wire height, voltage or use is not included.
8. Staking of the centerline, easement, or right-of-way is not included.

DELIVERABLES

Deliverables will be provided electronically in PDF file format for your use.

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

- Topographic Survey\$14,920

Note: Expenses (mileage, reproductions, etc.) are included in the indicated fees above.

ADDITIONAL SERVICES

Additional services or changes to the project scope, as defined above, will be proposed and documented in writing and shall be formally approved by client. No additional fees will be charged without your prior written approval.

Chief, we understand that, if accepted and approved, this scope of work and associated fees will be added to our design contract for this fire station, and all the contract terms of that agreement will apply to this scope of work as well. We would like to thank you for the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,



Michael Gunn, RA
Croft & Associates, Inc.

City of Cartersville

APPROVAL:

Accepted by:
Matthew Santini, Mayor

Signature

Date

Julia Drake City Clerk

Attest

Date



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Highway System Revisions
DEPARTMENT SUMMARY RECOMMENDATION:	The Georgia Department of Transportation (GDOT) is planning to revise the State Highway System by adding the State Route 20 (SR 20CO) Connector in the City of Cartersville and Bartow County. GDOT requests for the City of Cartersville and Bartow County to formally accept the roadway(s) into its official system.
LEGAL:	Reviewed by Archer & Lovell

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

July 04, 2023

The Honorable Matt Santini
Mayor, City of Cartersville
1 North Erwin Street
Cartersville, Georgia 30120

Dear Matt Santini:

SUBJECT: Approved State Highway System Revisions in the City of Cartersville and Bartow County: State Route 20 Connector; P.I. 0013238; Order of the Commissioner 3797

The Georgia Department of Transportation is planning to revise the State Highway System by adding the State Route 20 Connector (SR 20CO) in the City of Cartersville and Bartow County. A sketch map of the project location has also been included for your reference. This project has been approved by management and the documentation has been signed by the Commissioner.

Please sign and return the attached State Highway Systems Revisions documentation within 45 calendar days. Please retain a copy of this documentation for your records. The signed documentation should be mailed to the following address:

Attention: Ms. Habibat Idris
One Georgia Center, 9th Floor,
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

If you have any questions, please contact Ms. Habibat Idris at (678)-499-3942.

Sincerely,

Eric Conklin
State Transportation Data Administrator

EC: HMI:hi
Enclosures



State Highway System Revision

Order of the Commissioner



Document Reference Number: 3797
Project Identification: 0013238
County: BARTOW
City: CARTERSVILLE
Project Description: CONSTRUCTION OF STATE ROUTE 20 CO
System Revision Date: 06/09/2023

WHEREAS, the Commissioner of the Georgia Department of Transportation (hereinafter called the "Department"), under the authority vested in him by the State of Georgia, notifies the County of Bartow and City of Cartersville (hereinafter called the "Local Government") that the State Highway will be revised as described herein; and

NOW THEREFORE, in the interest of the traveling public, the Commissioner of the Georgia Department of Transportation does hereby order and direct that the State Highway System be revised as detailed in the Description.

Revisions

- 1. Removing a State Route In Common**
The Department intends to remove a State Route designation from an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.
- 2. Re-designation of a State Route**
The Department intends to change the designation of an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage.
- 3. State Route Addition**
The Department intends to construct a new section or multiple sections of a State Route as detailed in the Description. Projected State Route designations will be assigned to proposed major realignments or new construction. The Projected State Route designation, usually beginning and ending at an intersection will remain in effect until construction is completed and the roadway is 'open to traffic'. 'Open to traffic' is defined as unimpeded traffic flow in all lanes; all construction barriers and barrels have been removed from the entire roadway project.

- 4. State Route Obliteration**
The Department intends to permanently obliterate a section or multiple sections of a State Route as detailed in the Description. The physical pavement or other surface material will be removed from the roadway and the roadway will not be open to the traveling public.
- 5. Adding a State Route In Common**
The Department intends to add a State Route designation to an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.
- 6. Intersection Improvements**
- a. The Department intends to make improvements or has already made improvements to short sections of roadways (approximately 1/4 of a mile or less) at intersections that are necessary for seamless traffic transitions.
 - b. With the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project. The Local Government does hereby resolve that with the completion of the project the Local Government shall formally accept these roads into its official system of roads.
 - c. **This condition requires a Local Government signature and an Authorizing Resolution: Intersection Improvements.**
- 7. State Route Removal or Abandonment**
- a. The Department intends to permanently remove a section or multiple sections of a State Route from the State Highway System as detailed in the Description.
 - b. The Local Government will accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System. The Local Government does hereby resolve to formally accept the roadway(s) into its official system of roads.
 - c. **This condition requires a Local Government signature and an Authorizing Resolution: State Route Removal or Abandonment.**
- 8. Local Roadway(s) Transfer to the State Highway System (SHS)**
- a. The Department intends to permanently accept a local roadway(s) as detailed in the Description as part of the State Highway System.
 - b. The Department will accept title, maintenance, utility accommodation, and ownership of the property for the roadway(s) added to the State Highway System.
- 9. Temporary State Route Removal**
- a. The Department intends to permanently remove the Temporary State Route designation(s) as detailed in the Description. This will result in an administrative data change only and will not result in any physical changes to the roadway.
 - b. Title, maintenance, utility accommodation, and ownership of the property for the roadway(s) will remain with the Local Government.

Description

County: BARTOW
 City: CARTERSVILLE

Project Description: CONSTRUCTION OF STATE ROUTE 20 CO

Revision Type:	State Route Addition
Route Type:	State Route
Route Number:	20CO
U.S. Route:	N/A
Beginning Intersection or Junction:	Half a mile south of the existing US 411/ US 41 Interchange
Ending Intersection or Junction:	Ending at a point approximately 275ft from the center of the roundabout between the ramp termini east of I-75
Total State Highway System Mileage Change:	Approximately 5.3 mi
Comments:	Revision #1 Add SR 20 CO

Revision Type:	Intersection Improvements
Route Type:	State Route
Route Number:	Click here to enter text.
U.S. Route:	Click here to enter text.
Beginning Intersection or Junction:	Beginning at the point where SR 20 Connector ends, approximately 250ft Southwest from the center of the roundabout between the ramp termini east of I-75
Ending Intersection or Junction:	Ending approximately 512ft North at the tie-in to existing route 1015200015500INC
Total State Highway System Mileage Change:	Approximately 0.4 mi
Comments:	Revision #2 To be maintained by Bartow County

Revision Type:	Intersection Improvements
Route Type:	State Route
Route Number:	Click here to enter text.
U.S. Route:	Click here to enter text.
Beginning Intersection or Junction:	Beginning approximately 73ft North of the existing intersection between County Rd. 1015200045900INC (Busch Dr NE) and County Rd.1015200015500INC (Old Grassdale Rd)
Ending Intersection or Junction:	Ending at the centerpoint of the roundabout intersecting with County Rd 1015200015500INC
Total State Highway System Mileage Change:	Approximately 0.22 mi
Comments:	Revision #3 To be maintained by Bartow County

Revision Type:	Intersection Improvements
Route Type:	State Route
Route Number:	Click here to enter text.
U.S. Route:	Click here to enter text.
Beginning Intersection or Junction:	Beginning approximately 274ft Southeast of the existing intersection between Busch Dr NE and Old Grassdale Rd., along Busch Dr NE
Ending Intersection or Junction:	Ending approximately 73ft North of the existing intersection between Busch Dr NE and Old Grassdale Rd.
Total State Highway System Mileage Change:	Approximately 0.05 mi
Comments:	Revision #4 To be maintained by City of Cartersville



Signatures

GEORGIA DEPARTMENT OF TRANSPORTATION:

Commissioner: *Dwight R. McMillan* Date: 6/26/23

Treasurer: *Angela D. Williams* Date: 6/26/23

LOCAL GOVERNMENT:

By: _____ Date: _____
Commissioner, Bartow County

Attest: _____ Date: _____
Clerk, Bartow County

LOCAL GOVERNMENT:

By: _____ Date: _____
Mayor, City of Cartersville

Attest: _____ Date: _____
Clerk, City of Cartersville

Document Reference Number: 3797



State Highway System Revision

Authorizing Resolution for Intersection Improvements



Document Reference Number: 3797
Project Identification: 0013238
County: BARTOW
City: CARTERSVILLE
Project Description: CONSTRUCTION OF STATE ROUTE 20 CO
System Revision Date: 06/09/2023

WHEREAS, the County of Bartow and City of Cartersville (hereinafter called the "Local Government") is being notified that the Georgia Department of Transportation (hereinafter called the "Department") intends to make improvements or has already made improvements to short sections of roadways at intersections that are necessary for seamless traffic transitions; and

WHEREAS, with the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project; and

NOW THEREFORE, BE IT RESOLVED by the Local Government that the County of Bartow and City of Cartersville are hereby authorized to formally accept the roadway(s) into its official system on behalf of the Local Government, and that a copy of this Resolution will be furnished to the Department.

Local Governments:

By: _____
Commissioner, Bartow County

Date: _____

Attest: _____
Clerk, Bartow County

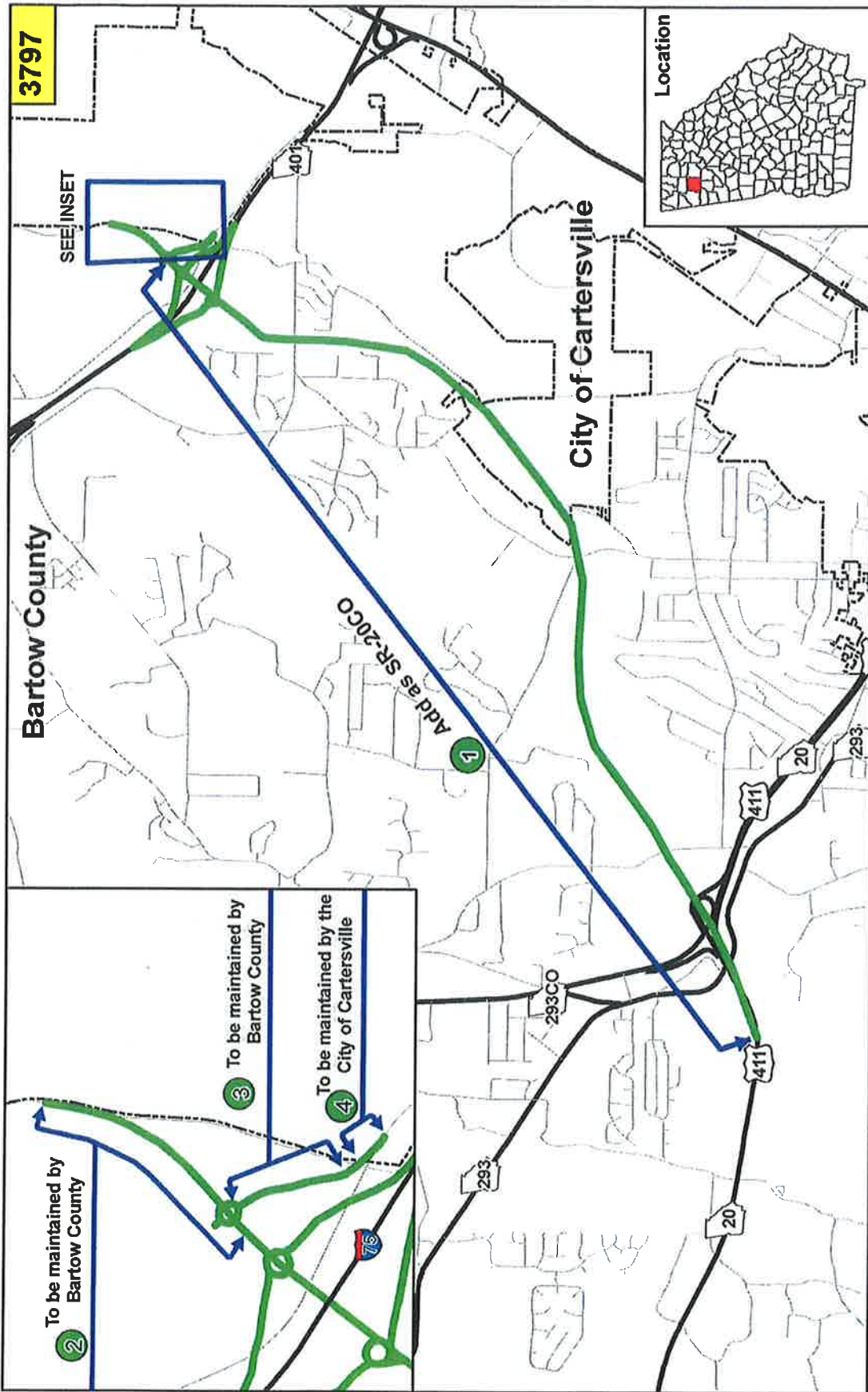
Date: _____

By: _____
Mayor, City of Cartersville

Date: _____

Attest: _____
Clerk, City of Cartersville

Date: _____



Georgia Department of Transportation
 Office of Transportation Data
 Proposed Revisions to the State Highway System

Bartow County

Date : June 2023



- Revision**
- Removal
 - Redesignation
 - Common Removal
 - Common Addition
 - Addition



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Gas Department
AGENDA ITEM TITLE:	Municipal Gas Authority of Georgia Contract
DEPARTMENT SUMMARY RECOMMENDATION:	<p>Sixteen years ago, The Gas System contracted with Southeast Gas Acquisition and Supply Association (aka SEGAS) of Trussville, Alabama, to manage our natural gas supply. With the growing supply demand, it is necessary to seek the expertise of a natural gas supply manager within a consortium of other members. The Municipal Gas Authority of Georgia (aka Gas Authority) serves 79 members in Georgia, Alabama, Pennsylvania, Tennessee, and Florida. Eight years ago, the Gas System became a member of the Gas Authority’s Subscribed Regulatory Compliance Service (aka SRCS), and we are confident in their ability to also manage our gas supply.</p> <p>The Gas System recommends approval of the contract with the Gas Authority to manage the natural gas supply. This contract has been reviewed and approved by the City Attorney’s office. Josh Stull, Regional Manager of the Gas Authority, is scheduled to be present to answer any questions.</p>
LEGAL:	Approved by Archer & Lovell

GAS SUPPLY CONTRACT

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

And

CITY OF CARTERSVILLE, GEORGIA

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GAS SUPPLY CONTRACT

This contract, made and entered into as of September 1, 2023, by and among the MUNICIPAL GAS AUTHORITY OF GEORGIA, a public corporation and instrumentality of the State of Georgia, hereinafter sometimes designated as the “Authority,” created by the provisions of the Municipal Gas Authority of Georgia Act, Ga. Laws 1987, p. 745, Official Code of Georgia Annotated, Article 4, Chapter 4 of Title 46 (the “Act”), and CITY OF CARTERSVILLE, GEORGIA, an Georgia political subdivision (the “Member” or “Non-Georgia Member”) (the Authority and the Member may be referred to herein, collectively, as the “parties”, and individually, as a “party”);

**WITNESSETH
THAT:**

WHEREAS, the Member owns and operates a gas distribution system as contemplated by the Act and has determined to contract with the Authority, which has been organized under the Municipal Gas Authority of Georgia Act, Ga. Laws 1987, p. 745, Official Code of Georgia Annotated, Article 4, Chapter 4 of Tide 46 (the "Act") ; and

WHEREAS, the Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members (including Georgia Members and Non-Georgia Members) and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups and has determined that interim and long term service to the Member will result in economies of scale advantages to its current Members in furtherance of its statutory purpose; and

WHEREAS, the Members control the Authority and its policies through the Board of the Authority, which is composed of Member representatives, and through the Gas Supply Contracts, including this contract, and the Members intend to collectively share allocable portions of all risks and rewards of the Authority’s operations pursuant to such contracts, and this contract will necessarily be relied upon by the other Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Authority and the Members effected thereby; and

WHEREAS, the Authority will undertake, as contemplated by and in accordance with the Act, to obtain and supply to the Member its gas requirements for resale to its citizens, inhabitants and customers through its gas distribution system, as provided in this contract, and in that connection may undertake certain projects and issue its authorized debt therefor, as may be provided for in contracts supplemental hereto.

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 date first set forth above, will be for a term of approximately twenty-six (26) years, three (3) months beginning on such date and continuing through December 31, 2050, and will constitute a binding obligation of the parties from and after its execution by the last party to execute the same; provided, that on December 31, 2025 and on each successive fifth anniversary thereafter through December 31, 2045 (an “Option Date”) the Member may elect Resigning Member Status under this contract by providing written notice of such election to the Authority no later than the close of business on December 31 of the year next preceding the applicable Option Date, or if such December 31 is not a day on which the Authority is open for business, then on the next preceding day on which the Authority is open for business provided, further, that the Member may elect Resigning Member Status as provided in any Supplemental Contract. Should the Member elect Resigning Member Status under this contract to apply after an Option Date, the Authority and the Member will not be responsible for the performance of the obligations of Articles II (other than Sections 207, 209 and 210), III and IV of this contract not previously accrued, and the Member will not be responsible for charges under Section 501 hereof accruing after the Option Date; nevertheless, both parties will be bound to continue to pay or perform any other obligation contracted prior to such Option Date but not fully paid or performed, including, without limiting the generality of the foregoing, any obligation undertaken with respect to a Project pursuant to a Supplemental Contract entered into by the Authority and the Member, any obligations with respect to billings of Development Costs to which the Member has consented, and any obligation of the Member with respect to Authorized Debt (including all renewals, extensions, replacements and refundings thereof). Should a Member having Resigning Member Status receive any services provided by the Authority, the Authority will make a special charge therefor on the basis of its costs for the provision of that service.

Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. § 46-4-81 will have the same meaning when used herein as defined in said Code Section as existing on the date hereof, or any broader meaning granted by any future amendment to said Code Section. Schedule 1 hereto sets forth certain additional rules of interpretation respecting the Gas Supply Contracts, including this contract, and other contracts between the Authority and Members.

(b) As used herein, the term:

“Act” means shall mean that certain Act of the 1987 Session of the Georgia General Assembly compiled and published in Ga. Laws, p. 745, and codified in Official Code of Georgia Annotated, Article 4, Chapter 4 of Title 46, as the same may be hereafter amended.

“Annual Authority Budget” means, with respect to a Gas Supply Year, that budget adopted pursuant to the provisions of Section 202 hereof.

“Authority Gas Supplies” means Project Gas Supplies and Purchased Gas Supplies.

“Authority Gas Supply Services” means the provision of Authority Gas Supplies and such services as are associated therewith.

“Authorized Debt” means Contract Debt and Project Debt.

“Board” means the governing body of the Authority pursuant to the Act.

“Contract Debt” means debt incurred by the Authority pursuant to the authorization contained in Section 701, 702 and 703 hereof, and any renewals, extensions, replacements or refundings thereof.

“Cost,” when used in reference to Existing Contract Gas Supplies or Purchased Gas Supplies, means costs (net of incidental net revenues arising, for example, from sales of Existing Contract Gas Supplies or Purchased Gas Supplies to persons not Members) incurred by the Authority to purchase and deliver Existing Contract Gas Supplies or Purchased Gas Supplies to the Members, including, without limitation, (a) the direct costs incurred by the Authority for such Existing Contract Gas Supplies or Purchased Gas Supplies as delivered to the Member’s gate, including, for example, costs of storage, peaking, transportation and other pipeline and facilities charges, (b) Debt Service on Contract Debt incurred to finance working capital for purchases of such Existing Contract Gas Supplies or Purchased Gas Supplies; and (c) any amounts required to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to Contract Debt referred to in the foregoing clause (b); provided, however, that such term will not include the Authority’s legal, engineering, administrative and general or other similar costs.

“Debt Service” means principal of and redemption or prepayment premium, if any, and interest on Contract Debt or Project Debt, as the case may be, from time to time outstanding as the same will become due; provided, however, that the term “Debt Service” will not include any principal of or redemption or prepayment premium or interest due solely by virtue of the acceleration of maturity. “Debt Service” also will include periodic fees for any credit enhancements supporting Contract Debt or Project Debt, and reimbursement payments to the providers of any such credit enhancements.

“Development Cost Budget” means any budget prepared by the Authority pursuant to Section 206.

“Development Costs” means costs incurred directly by or on behalf of the Authority in connection with the planning and development of one or more gas supply programs or projects for applicable Members including, but not limited to, management expenses relating thereto, Debt Service

on Contract Debt incurred to finance Development Costs, amounts requested to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to any such Contract Debt, financing expenses, costs in providing engineering, legal, financial and other services as may be necessary or appropriate to determine the legality and the financial and engineering feasibility of such gas supply programs or projects and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses. Notwithstanding anything to the contrary contained in Section 206, any Development Costs that are to be paid from the proceeds of Contract Debt, or investment income thereon, will not be contained in a Development Cost Budget, but the Debt Service on such Contract Debt will be included.

“Existing Contract” means with respect to any Member, any contract or service agreement or tariff provisions currently in effect, or under which service is being currently rendered, between such Member and any gas pipeline company or gas marketing company relating to such Member’s purchases of Gas Supplies, and which is specifically identified in Section 301 of the Gas Supply Contract of such Member, or any renewal or extension thereof or replacement therefor or addition thereto. Each Existing Contract of the Member now in effect is attached hereto and hereby incorporated by reference. No amendment, change, replacement or addition to an Existing Contract will be obtained that would change the contract demand or otherwise significantly vary the terms of the Existing Contract without the written consent of the Authority.

“Existing Contract Gas Supplies” means gas supplies received by a Member under an Existing Contract as contemplated under Article III hereof.

“Gas Supplies” means Authority Gas Supplies, Existing Contract Gas Supplies and any other gas supplies delivered to the Member’s distribution system.

“Gas Supply Contract” means this contract, including any amendments which may be made hereto, or any substantially similar contract between the Authority and another Member. Unless the context requires otherwise, the word contract when used herein is intended to refer to this Gas Supply Contract.

“Gas Supply Contracts” means this Gas Supply Contract and the substantially similar gas supply contracts with the other Members.

“Gas Supply Requirements” means the gas supplies required by any Member to provide retail service to its citizens, inhabitants and customers.

“Gas Supply Year” means the annual period as established by the Authority from time to time, initially commencing each January 1.

“Georgia Members” means the political subdivision that is a party to this contract, or collectively, all of the Georgia political subdivisions described in Section 46-4-100 of the Act executing similar Gas Supply Contracts.

“MMBtu” means million British Thermal Units.

“Member” means the political subdivision that is a party to this contract, or collectively, a Georgia Member or a Non-Georgia Member.

“Members” means the Georgia Members and the Non-Georgia Members.

“Monthly Billing Statement” means the written statement prepared or caused to be prepared by the Authority pursuant to Section 504 hereof, which will show the monthly amount to be paid to the Authority by the Member.

“Non-Georgia Members” means all non-Georgia political subdivisions executing similar Gas Supply Contracts.

“Non-True-up Member Status” means the status of a Member following an election permitted by the terms of a Supplemental Contract. A Member electing this status does not participate in the crediting of excess annual revenues as provided in Section 503 hereof. Non-True-up Member Status will continue until the Member elects to participate in a further appropriate supplemental contract, with the approval of the Authority.

“Project” means any “project” that at the time undertaken is permitted by the Act, including without limitation, 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 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 right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facilities. “Project” or “undertaking” 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; and (iv) and working capital related thereto.

“Project Costs,” with respect to each Project, will include (a) the “cost of Project,” as defined in O.C.G.A. § 46-4-81(4); (b) the amounts which the Authority is required under the documentation relating to Project Debt issued to finance the Project to pay or deposit to any fund or account established for the payment of Debt Service on such Project Debt, or any other payments required to be paid or deposited by the Authority with respect to such Project Debt (including without limitation payments with respect to revenue funds, reserve funds, sinking funds, maintenance funds, and renewal and replacement funds), other than payments or deposits to be made with the proceeds of Project Debt; (c) actual costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs and any other charges payable by the Authority reasonably allocable by the Authority to the operation, servicing and maintenance of the Project, and (d) Debt Service on the Project Debt. The terms of any Supplemental Contract may expand upon the definition of Project Costs with respect to the specific Project which will be the subject of such Supplemental Contract, provided only that such definition will be sufficient to cover all costs incurred by the Authority with respect to such Project. Notwithstanding anything to the contrary contained in Section 207, any Project Costs that are to be paid from the proceeds of Project Debt, or investment income thereon, will not be included as an element of a Project Cost Projection, but the Debt Service on such Project Debt will be so included.

“Project Cost Projection” means any budget prepared by the Authority pursuant to Section 207.

“Project Debt” means debt incurred by the Authority pursuant to the authorization contained in Section 703 hereof.

“Project Gas Supplies” means gas supplies received under or generated by a Project.

“Purchased Gas Cost Projection” means any budget prepared by the Authority pursuant to the second paragraph of Section 203.

“Purchased Gas Supplies” means gas supplies other than Project Gas Supplies and other than Existing Contract Gas Supplies.

“Resigning Member Status” means the status of a Member following an election described in Section 101.

“Supplemental Contract” means a contract supplemental hereto between the Authority and one or more Members with respect to a Project. A Supplemental Contract will, among other things, contain a description of the Project, and will obligate the applicable Members to pay their respective shares of such Project Costs as determined thereby to the extent not paid from revenues from sales of Authority Gas Supplies. A Supplemental Contract will also contain agreements among the contracting Members and the Authority with respect to the use and operation of the Project, if applicable, and such other matters as the Members and the Authority deem appropriate.

ARTICLE II

CERTAIN OBLIGATIONS OF THE AUTHORITY AND THE MEMBER

Section 201. Gas Supplies.

Throughout the term of this contract, (a) the Authority will, in accordance with Article III hereof, administer on behalf of the Member each of its Existing Contracts, and (b) the Authority will use its best efforts to provide to the Member, either as principal or agent, and the Member will purchase from or through the Authority, to the extent available from or through the Authority, any Gas Supply Requirements for its local distribution system in excess of the amounts provided under the Member’s Existing Contracts. The Authority will use its best efforts to arrange for the transportation of Gas Supplies to the city gate.

It is anticipated that at present or at some point during the term of this contract the Member will receive all Gas Supply Requirements as Authority Gas Supplies. It is contemplated that each Existing Contract of the Member will be either terminated or assigned to and assumed by the Authority at such time in the future by mutual agreement of the Member and the Authority.

Section 202. Annual Authority Budget.

The Authority will prepare and submit to the Annual Authority Budget at least ninety (90) days prior to the beginning of each Gas Supply Year. The Member may then submit to the Authority, at any time until such budget is adopted, any matters or suggestions relating to such budget that the Member may care to present. The Authority will then proceed with the consideration and adoption of such budget not less than thirty (30) nor more than forty-five (45) days prior to the beginning of the respective Gas Supply Year and will cause copies of such adopted budget to be delivered to the Member. As required from time to time during any Gas Supply Year, after thirty (30) days' notice to the Member, the Authority may adopt an amended Annual Authority Budget for and applicable to such Year for the remainder of such Year.

The Annual Authority Budget for any Gas Supply Year will contain (A) all of the Authority's operation and maintenance expenses relating to the operation and conduct of the business of the Authority during such Gas Supply Year including salaries, fees for legal, engineering and other services, administrative and general expenses, such reserves and accruals as the Authority may establish from time to time and all other expenses properly related to the conduct of the affairs of the Authority; (B) Debt Service due during such Gas Supply Year on any Contract Debt incurred pursuant to Section 701 hereof; and (C) any amounts required to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to Contract Debt incurred pursuant to Section 701 hereof; provided, however, that (1) any of the foregoing items that are to be paid from the proceeds of Contract Debt, or investment income thereon, will not be contained in the Annual Authority Budget; (2) any of the foregoing items that constitute Development Costs will not be contained in the Annual Authority Budget, but rather will be contained in one or more Development Cost Budgets in accordance with Section 206 hereof; (3) the Cost of Existing Gas Supplies purchased under any Member's Existing Contract or the Cost of Authority Gas Supplies purchased by the Authority and delivered to any Member as Authority Gas Supplies, will not be included in the Annual Authority Budget but will be billed separately to such Member in the Monthly Billing Statement under its Gas Supply Contract as provided in Section 504 hereof; and (4) operation and maintenance expenses, including administrative costs and overhead, reasonably allocable by the Authority to one or more Projects, will not be included in the Annual Authority Budget, but will be included in a Project Cost Projection.

Section 203. Projection of Existing Contract Gas Supply Purchases; Purchased Gas Cost Projections.

In addition to the Annual Authority Budget, the Authority will prepare and submit to the Member an annual projection of purchased gas costs, showing on a monthly basis the projection of costs expected to be incurred by the Member for purchases under its Existing Contract. The procedures for the adoption and amendment of such projections will be substantially the same as set forth in Section 202 hereof for the adoption and amendment of the Annual Authority Budget.

In addition, the Authority will prepare and submit to the Member annually a Purchased Gas Cost Projection containing appropriate Costs of Purchased Gas Supplies. The Authority may prepare several Purchased Gas Cost Projections for groupings of Members, depending on differences in the Costs of the Purchased Gas Supplies for such groupings.

Such projections and Purchased Gas Cost Projections will be provided to the Member annually as part of the Member's budgeting process for the upcoming fiscal year.

Section 204. Reports

The Authority will prepare and issue to the Member, upon request, (a) a financial and operating statement relating to the Member's Gas Supplies, and (b) the status of the Annual Authority Budget.

Section 205. Records and Accounts.

(a) The Authority will keep accurate records and accounts relating to the Gas Supplies as well as of the operations of the Authority. Said accounts will 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 Authority within one-hundred twenty (120) days after the close of each Gas Supply Year. All transactions of the Authority relating to Gas Supplies with respect to each Gas Supply Year will be subject to such an audit.

(b) The Member will provide the Authority annually, promptly upon its preparation, a copy of its annual audit.

Section 206. Gas Supply Planning and Development.

(a) Subject to the provisions of this Section 206, the Authority hereby undertakes to carry out the planning and development of a gas supply program for the Member with the objective of providing reliable and economical Gas Supplies to the Member. In this connection, the Authority will cause to be performed such engineering, legal, financial and other services as may be necessary or appropriate to determine the legality and the financial and engineering feasibility of such gas supply program and to obtain any and all licenses, permits and approvals necessary in connection with the furtherance of such gas supply program.

(b) Development Costs incurred or to be incurred in connection with any particular facilities, projects or contracts will be included in a Development Cost Budget and billed in accordance with Section 502 hereof to such Members that are intended to be served by such facilities, projects or contracts, which may be all Members or any combination of Members or any one Member. Development Costs relating to any number of facilities, projects or contracts may be included in a particular Development Cost Budget so long as all such Development Costs are to be billed to the same Member or group of Members in accordance with the preceding sentence; any Development Costs that are to be billed to a different Member or group of Members will be included in a separate Development Cost Budget.

(c) Any Development Costs that are to be billed to less than all Members in accordance with the foregoing subsection will not be incurred without the written consent of the Members to whom such Development Costs will be billed, which consent will describe the method for allocating such Development Costs to the Consenting Members.

(d) The Authority will furnish the Member with periodic progress reports as to the status of any planning and development undertaken by the Authority for the benefit of the Member as provided in this Section 206 and the amounts of Development Costs paid or incurred therefor by the Authority. If the Member will be required to make any payment pursuant to Section 502 hereof, at the

request of the Member, the Authority will furnish to the Member a copy of all engineering, legal and financial studies and reports prepared by or for the Authority in connection with the planning and development of a gas supply program pursuant to this Contract. The Member will be permitted to use any such study or report for whatever purposes it may desire.

Section 207. Projects.

(a) Subject to the provisions of this Section 207, the Authority is authorized to enter into, construct, acquire and improve any Project for the Member or a group of Members including the Member; provided, that the Authority will have entered into a Supplemental Contract with respect to such Project with the Member and such other Members who will benefit from the Project.

(b) Project Costs incurred or to be incurred in connection with any particular Project will be included in a Project Cost Projection and recovered in accordance with Section 503 hereof. Project Costs relating to any number of Projects may be included in a particular Project Cost Projection so long as the same Member or group of Members are parties to the Supplemental Contracts relating to the Projects.

(c) At the request of the Member, the Authority will furnish to the Member a copy of all engineering, legal and financial studies and reports prepared by or for the Authority in connection with the Project. The Member will be permitted to use any such study or report for whatever purposes it may desire.

Section 208. Member Services.

The Authority will be authorized to develop and implement a program and to hire and maintain the necessary personnel therefor, for the provision of ancillary, non-gas-supply services related to the assistance of Members in optimizing the efficiency of their gas supply systems, including without limitation volume purchasing, regulatory intervention, and retail rate, commodity price hedging, and marketing assistance services to the Members. The costs incurred by the Authority for the provision of such services will be included in the Annual Authority Budget and billed to the Members in accordance with Section 504 hereof; provided, that if such costs include costs of goods provided to particular Members, those Members will be billed directly the cost of goods.

Section 209. Diligence.

The Member agrees to exercise diligence in the operation of its gas distribution system in order to secure effective operation and to maintain the highest standards of safety, and agrees to maintain its gas distribution system in a safe operating condition at all times.

Section 210. Access.

The Member will give all necessary permission to enable the employees and agents of the Authority to carry out this contract, and will otherwise be subject to applicable terms and conditions set forth in any tariffs which affect the Member and which are filed with the Federal Energy Regulatory Commission. The Authority and the Member each will give the other the right to enter the premises of the other at all reasonable times for the purpose of servicing, repairing or removing facilities, reading meters, performing work incidental to delivery and receipt of Gas Supplies, and inspection of financial, operational and other records, provided the Authority or the Member will notify the other a reasonable period, of time in advance and afford the other the opportunity to have its representative present.

ARTICLE III

ADMINISTRATION OF EXISTING CONTRACTS

Section 301. Existing Contracts.

The Member hereby identifies on Exhibit “A” hereto all of its Existing Contracts now in effect. The Member will promptly submit to the Authority true and correct copies of any further Existing Contracts.

Section 302. Appointment of Authority as Agent.

The Member hereby appoints the Authority its agent for the administration of each Existing Contract for and during the remainder of its respective term, or until such Existing Contract is sooner cancelled by the Member. The Authority hereby accepts such appointment as agent for the administration of each Existing Contract. As agent, the Authority will take all action required of the Member under each Existing Contract, and will deal with the other contracting party on behalf of the Member. The Member will execute such powers of attorney or other documents as may be required to enable the Authority to carry out its duties under this Article III. It is specifically agreed and understood that this appointment creates a principal-agent relationship, and is not intended to constitute an assignment or assumption of such Existing Contract, and nothing contained herein is intended to violate any provision of such contracts, and in the event of a conflict between such Existing Contract and this contract, the provisions of the Existing Contract will prevail.

Section 303. Costs Relating to Existing Contracts.

The Member and the Authority agree that the legal, engineering, administrative and general and other similar costs associated with the Authority’s administration of each Existing Contract will be included in the Annual Authority Budget. The Cost of Gas Supplies purchased under the Existing Contracts of the Member, determined as provided in Section 503 hereof, will be billed through to the Member by the Authority as actually incurred.

Section 304. Excess Existing Contract Gas Supplies.

The Member and the Authority recognize that from time to time there may be Existing Contract Gas Supplies which are in excess of the needs of the Member, and the Member hereby authorizes the Authority to sell or otherwise dispose of such excess to the extent practicable in accordance with said Existing Contract, for the Member's account.

ARTICLE IV

AUTHORITY GAS SUPPLIES

Section 401. Authority Gas.

The Authority and the Member recognize that from time to time the Member may have Gas Supply Requirements which are in addition to the amounts of gas supplies taken by the Member under its Existing Contract or Contracts. The Authority will use its best efforts to obtain economical Authority Gas Supplies to satisfy such additional Gas Supply Requirements for delivery to the Member. The Member agrees to take or pay for its Gas Supply Requirements, over Existing Contract Gas Supplies, from Authority Gas Supplies. In obtaining and delivering Authority Gas Supplies, the Authority may act as principal, but is also hereby appointed as agent for the Member when such agency is required for regulatory reasons, or is more expeditious.

Section 402. Costs of Purchased Gas Supplies.

The Member and the Authority agree that the legal, engineering, administrative and general and other similar costs associated with the purchase and delivery of Purchased Gas Supplies to the Members will be included in the Annual Authority Budget. The Cost of Purchased Gas Supplies contained in the Purchased Gas Cost Projections will be recovered as provided in Section 503 hereof.

Section 403. Costs of Project Gas Supplies.

The cost of Project Gas Supplies contained in Project Cost Projections will be recovered as provided in Section 503 hereof.

Section 404. Excess Authority Gas Supplies.

The Member and the Authority recognize that from time to time there may be Authority Gas Supplies in excess of the current estimated needs of Members, as estimated by the Authority. The Authority will be authorized to sell or otherwise dispose of Authority Gas Supplies to persons not a Member of the Authority to the extent such Authority Gas Supplies will be deemed excess by the Authority.

Section 405. Classes of Service.

The Authority may from time to time establish classes of Authority Gas Supply Services, including without limitation, firm service, off-peak firm service, interruptible service, peaking service, storage service and transportation service.

ARTICLE V

CHARGES AND BILLINGS TO THE MEMBER

Section 501. Amounts in the Annual Authority Budget.

The Member and the Authority agree that the amounts provided for in the Annual Authority Budget will be paid by the Members on the following basis: (a) one-half of the total costs included in the Annual Authority Budget for each month of the Gas Supply Year will be allocated among the Members such that each Member is allocated a fraction of such costs the numerator of which is the total retail meters of such Member and the denominator of which is the total retail meters of all Members of the Authority, and (b) the remainder of the costs included in the Annual Authority Budget for such month will be allocated among the Members such that each Member is allocated a fraction of such costs the numerator of which is the total MMBtu of Gas Supplies delivered to the Member during such month and the denominator of which is the total MMBtu of Gas Supplies delivered to all Members of the Authority during such month.

The foregoing method of allocating the amounts in the Annual Authority Budget may be changed by the Board of the Authority to some other method for fully allocating such amounts to the Members. Any such change must be approved by a vote of at least two-thirds of the Members of the Board of the Authority voting on the issue. The Authority will prepare and submit to the Member any proposal to change the said allocation method at least ninety (90) days prior to the proposed effective date of such change. The Member may then submit to the Authority any matters or suggestions relating to the proposal that the Member may care to present. The Authority will then proceed with the consideration of the proposal not more than forty-five (45) days prior to the proposed effective date of the proposal and will cause copies of any adopted change to be delivered to the Member.

Section 502. Amounts in any Development Cost Budget.

The costs provided for in a Development Cost Budget will be paid by the Members for whom the Development Cost Budget has been prepared on the basis of the method referred to in Paragraph (c) of Section 206 hereof. Such costs allocable to the Member under any Development Cost Budget will be billed to the Member following the month during which such costs are incurred by the Authority unless such costs have been annualized, in which event the monthly portion will be billed.

Section 503. Charges for Authority Gas Supply Services.

The Authority will establish rates for each class of Authority Gas Supply Services to Members in the form of a fair and non-discriminatory pricing mechanism, designed to recover all of the Authority's costs for such services, and maintaining to the extent practicable relative comparative pricing of the particular services in a manner consistent with the relative pricing of similar services offered by other suppliers in the natural gas industry. The Authority's rates may contain demand and

commodity components. The rates for each service applicable to a Member will reflect the costs of the particular service and the results of applicable Projects. Any excess of annual revenues received under a rate over the costs associated with such rate for such annual period, after making provision for any applicable rate stabilization or reserve funds established by the Authority from time to time, will be credited on a fair and equitable basis to the Members (excepting only Members with Non-True-up Member Status) to which that rate is applicable. Should a deficiency in revenues available to pay costs associated with a particular rate exist, the Authority may assess reasonable additional charges against Members who have received services charged under that rate during the deficiency period according to such methodology and within such limitations as the Authority may establish from time to time.

The Authority will prepare and submit to the Member the proposed pricing mechanism at least ninety (90) days prior to the beginning of each Gas Supply Year. The Member may then submit to the Authority, at any time until such pricing mechanism is adopted, any matters or suggestions relating to such pricing mechanism that the Member may care to present. The Authority will proceed with the consideration and adoption of such pricing mechanism not less than thirty (30) nor more than forty-five (45) days prior to the beginning of the Gas Supply Year and will cause copies of such adopted pricing mechanisms to be delivered to the Member.

Unless a pricing mechanism adopted should provide otherwise, as required from time to time during any Gas Supply Year, after thirty (30) days' notice to the Member, the Authority may adopt any new or amended pricing mechanism applicable for current Gas Supply Year.

Section 504. Monthly Billing Statements.

The Authority will bill the Member each month during each Gas Supply Year by providing the Member with a Monthly Billing Statement for such month which will include (a) the amounts included in the Annual Authority Budget and allocated to the Member under Section 501, (b) amounts due for purchases under the Member's Existing Contract, (c) amounts due for Authority Gas Supply Services, and (d) any amounts included in any Development Cost Budget and allocated to the Member under Section 502. Such Monthly Billing Statements may be billed in part more frequently than monthly. Each such billing will be paid by the Member on or before the 10th day from the date of such bill. Amounts due and not paid by the Member on or before such date will bear an additional charge of one and one-half percent (1-1/2%) per month until the amount due is paid in full.

Section 505. Adjustment of Billing.

At the end of each Gas Supply Year, the Authority will determine if the aggregate amount paid by the Member under Sections 501, 502 and 503 hereof, to provide recovery of all the Authority's costs and budgeted amounts during such Gas Supply Year was in the proper amount. Upon the making of such determination, any amount found to have been paid by the Member under Section 503 hereof in excess of the amount which should have been paid by the Member will be treated as provided in Section 503 hereof. Any amount found to have been paid by the Member under Section 501 or 502 hereof in excess of the amount which should have been paid by the Members will, in the discretion of the Authority, in whole or in part, be credited on the Monthly Billing Statements to the Member for the remaining month or months of the Gas Supply Year next succeeding the Gas Supply Year for which such adjustment was determined to have been necessary.

If any deficiency is found to exist in the amount which should have been paid by the Member, ten percent (10%) of such amount will be added to each of the next ten Monthly Billing Statements. In the event that the failure of a Member to pay its share of annual costs in accordance with this contract will have resulted in the application of amounts in any reserve or working fund to the payment of costs payable from such reserve or working fund and the other Members will have made up the deficiency created by such application or paid additional amounts into such reserve or working fund, amounts thereafter paid to the Authority by such nonpaying Member for application to such past due payments will be credited on the Monthly Billing Statements of such other Members in the next month or months as will be appropriate.

Section 506. Disputed Monthly Billing Statement.

In case any portion of any Monthly Billing Statement received by the Member from the Authority will be in bona fide dispute, the Member will pay the Authority the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, will be credited to the Member by the Authority after such determination. In the event such Monthly Billing Statement is in dispute, the Authority will give consideration to such dispute and will advise the Member with regard to the Authority's position relative thereto within thirty (30) days following written notification by the Member of such dispute.

Section 507. Payment as Operating Expense.

The Member and the Authority agree that the amounts payable by the Member under this contract will be paid by the Member as a cost of Gas Supplies or otherwise as an expense of operation and maintenance of the Member's gas system.

Section 508. Costs related to Supplemental Contracts.

The Member and the Authority agree that an estimate of the legal, engineering, administrative and general and other similar costs associated with the Authority's administration of Supplemental Contracts will be included in the applicable Project Cost Projections.

Section 509. 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: (a) all amounts payable to the Authority by such Member under this contract, including without limitation payments of Costs of Gas Supplies provided to the Member and the costs allocated to the Member under the Annual Authority Budget and any applicable Developmental Cost Budget or Project Cost Projection, and (b) all other lawful charges against or liens on, the revenues of such Member's gas system.

Section 510. Sources of Member's Payments.

The obligations of the Member to make the payments to the Authority under this contract and any Supplemental Contracts will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this contract and any Supplemental Contracts. Unless such payments or provisions for such payments will have been made from the revenues of the gas 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 and of any Supplemental Contracts 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 and by any Supplemental Contracts until all payments required under this contract and any Supplemental Contracts 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 will, in accordance with the provisions of the Act as in effect as of the date of this contract, 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 and any Supplemental Contracts. The amount of the appropriation in such fiscal year to meet the obligations of this contract and of any Supplemental Contracts will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this contract and any Supplemental Contract, and such appropriation will have the same legal status as if the Member had included the amount of the appropriation in its general revenue or appropriation measure.

Section 511. Levy of Tax for Payment.

The Member will 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 or any Supplemental Contract in each year over the remainder of the term of this contract or any Supplemental Contract and the Authority will 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 and any Supplemental Contract.

Section 512. Payment Obligations

The obligation of the Member to pay promptly its monthly Billing Statement submitted by the Authority to such Member in accordance with the provisions of Section 504 hereof is for the benefit of, among others, the owners of the Bonds and will be absolute and unconditional and will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Authority of any obligation to any Member or the breach by any Member of any obligation to the Authority or to any other Member, whether hereunder, under a Supplemental Contract or otherwise or any overpayment or underpayment by reason of miscalculation of the amount owed by any Member to the Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds will have been fully paid or provision for the payment thereof will have been made, no Member will suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the 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 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 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, a Supplemental Contract or otherwise.

Section 513. Policy for Rate Stabilization or Reserve Fund.

The Authority will prepare and submit to the Member a written policy describing any proposed rate stabilization or reserve fund at least ninety (90) days prior to its proposed effective date, and the Member may then submit to the Authority, at any time until such policy is adopted, any matters that the Member should care to present; the Authority will proceed with the consideration of such policy not more than forty-five (45) days prior to the proposed effective date and will cause copies of any such adopted policy to be furnished to the Member.

ARTICLE VI

DEFAULT

Section 601. Event of Default.

Failure of the Member to make to the Authority any of the payments for which provision is made in this contract or any Supplemental Contract will 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 will not be relieved of its liability for payment of the amounts in default, and the Authority will have the right to recover from the Member any amount in default. In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this contract or any Supplemental Contract against the Member, and the Authority may, upon sixty (60) days' written notice to the Member, cease and discontinue providing all or any portion of the Member's Gas Supplies.

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 Authority under this contract or any Supplemental Contract or in the event of a failure of the Member to take from the Authority its Gas Supplies in accordance with the provisions of this contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this contract or any Supplemental Contract, the Authority will enforce any covenant, agreement, or obligation of this contract or any Supplemental Contract against the Member by means of the process provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 604. Default by Authority.

In the event of any default by the Authority under any covenant, agreement or obligation of this contract or any Supplemental Contract, the Member will enforce any covenant, agreement, or obligation of this contract or any Supplemental Contract against the Authority by means of the process provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 605. Abandonment of Remedy.

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Authority and the Member will continue as though no such proceedings had been taken.

ARTICLE VII

AUTHORIZATION FOR THE AUTHORITY TO INCUR DEBT

Section 701. Working Capital.

The Member and the Authority agree that the working capital requirements of the Authority will be estimated by the Authority from time to time, and the Authority is specifically authorized hereby to incur debt for its working capital requirements to pay legal, engineering, administrative, general and other expenses; interest; operation expenses; planning and engineering expenses; and expenses and advances with respect to the purchase of Gas Supplies; provided, however, that debt incurred for working capital requirements consisting of Development Costs or Project Costs will be incurred pursuant to Sections 702 and 703, respectively, hereof. The principal of and interest on debt incurred under this Section will be included in appropriate Annual Authority Budgets to amortize such debt over such period of time as determined by the Authority during the term of this contract or any extension or renewal hereof.

Section 702. Development Costs.

The Member and the Authority hereby agree that the Authority is specifically authorized hereby to incur debt to finance Development Costs on behalf of one or more Members. The principal of and interest on such debt will be included in a Development Cost Budget prepared for such Member or Members to amortize such debt over such period of time as determined by the Authority during the term of this contract or any extension or renewal hereof.

Section 703. Projects.

The Member and the Authority agree that the Authority is authorized to enter into one or more Supplemental Contracts with one or more Members for the acquisition, purchase, construction, or improvement, of a Project or Projects, as the case may be, and that the Authority may issue debt to finance the costs of such Projects, provided only that no Member will be responsible for any portion of such Project Debt with respect to a Project or Projects unless the Member will have expressly undertaken an obligation with respect to such Project Debt in a Supplemental Contract with the Authority with respect to such Project Debt.

Section 704. Issuance of Authorized Debt.

The Authority is hereby authorized to incur debt from time to time, for the purposes set forth in Sections 701, 702 and 703 of this Article VII, upon satisfaction of the conditions set forth therein and in any Supplemental Contract relating thereto, in such amounts as determined by the Authority, in its sole discretion, to be prudent and reasonably required for such purposes.

Section 705. Pledge of Revenues.

The Member acknowledges and agrees that the Authority may assign and pledge to any person to whom amounts are owing under Authorized Debt (a “secured party”) its right, title and interest in and to all or any portion of the payments to be made to the Authority under the provisions of this contract and any Supplemental Contract as the Authority will deem appropriate, as security for the payment of such Authorized Debt, and upon such assignment and pledge the Authority may grant to such secured party any rights and remedies herein provided to the Authority.

ARTICLE VIII**MISCELLANEOUS GENERAL PROVISIONS****Section 801. Character and Continuity of Service.**

The Authority will not be required to provide, or be liable for failure to provide, service under this contract or any Supplemental Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or, with respect to the services to be provided for Authority Gas Supplies, is caused by the failure or refusal of any other gas supplier to enter into reasonable contracts with the Authority or by the inability of the Authority to obtain any required governmental approvals to enable the Authority to acquire Authority Gas Supplies.

Section 802. Metering.

(a) The Authority reserves the right to provide for installation of meters and will provide or cause to be provided all necessary metering equipment for determining the quantity and conditions of the supply of Gas Supplies delivered by the Authority under this contract or any Supplemental Contract; provided, however, that the Member may at its own cost install additional metering equipment to provide a check on that of the Authority. The Member will supply without cost to the Authority a suitable place for installing the Authority’s metering equipment.

(b) If any meter used for billing fails to register or is found to be inaccurate, the Authority will repair or replace such meter or cause it to be repaired or replaced, and an appropriate billing will be made to the Member by the Authority based upon the best information available for the period, not exceeding sixty (60) days, during which no metering occurred. Any meter tested and found to be not more than two percent (2%) above or below normal will be considered accurate insofar as correction of billings is concerned. If, as a result of any test, a meter is found to register in excess of two percent (2%) above or below normal, then the reading of such meter previously taken for billing purposes will be corrected for the period during which it is established the meter was inaccurate, but no correction will be made for any period beyond sixty (60) days prior to the date on which an inaccuracy is discovered by such test.

(c) In addition to such tests as are deemed necessary by the Authority, the Authority will have any meter tested at any time upon written request of the Member and, if such meter proves accurate within two percent (2%) above or below normal, the expense of such test will be borne by the Member.

(d) The Authority will notify the Member in advance of the time of any meter test so that a representative of the Member may be present.

Section 803. Liability of Parties.

The Authority and the Member will assume full responsibility and liability for the maintenance and operation of their respective properties and each will indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; provided, that any liability which is incurred by the Authority and not covered, or not covered sufficiently, by insurance will be paid solely from the revenues of the Authority, and any payments made by the Authority to satisfy such liability will become part of the Annual Authority Budget. Neither party has any obligation to indemnify the other for fees, expenses or costs relating to a claim, dispute or controversy between the parties.

Section 804. Relationship between Parties.

(a) No Fiduciary Relationship. The Member acknowledges that the Authority is a joint action agency that represents multiple Members collectively and not the Member individually, and that all of the Gas Supply Contracts are substantially similar and interrelated so as to effect the reasonable allocation of all costs and benefits of the Authority among the Members. Accordingly, the Authority owes no fiduciary duty to any Member except for any limited fiduciary relationship required by law resulting from the designation of the Authority as an agent for a particular purpose hereunder.

(b) Limited Agency Relationship. Except to the extent a provision hereof expressly provides that the Authority will act as the Member’s agent for a particular purpose, the Authority is not the Member’s agent for any purpose.

(c) Gratuitous Advice. If an Authority representative furnishes the Member with advice or assistance about anything not required under this contract, the furnishing of that advice or assistance will not subject the Authority to any liability.

Section 805. Dispute Resolution.

To expedite the resolution of disputes and to control their costs, the parties agree that any claim, dispute, or controversy relating to or concerning this contract, any Supplemental Contract (notwithstanding anything therein to the contrary) or the parties’ business relationship, whether in contract, tort, legal, equitable, statutory or otherwise (referred to as a “Claim”) will be resolved as provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 806. Limitation on Damages.

The parties hereby agree to the damages limitations set forth below, which are consistent with, and in furtherance of, the Authority's role as a nonprofit joint action agency acting as an instrumentality of its Members. The Member intends to collectively share allocable portions of all risks and rewards of the Authority's operations with the other Members through the Gas Supply Contracts. The Member acknowledges that, though its remedies and damages are limited in this contract, its ultimate recourse is participation in the development of Authority policies and practices through the Board and representation by the Board.

(A) LIMITATION ON CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT OR OTHERWISE FOR ANY LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (WHICH INCLUDES REMOTE OR SPECULATIVE DAMAGES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES ARISING FROM ANY OF THE FOLLOWING: LOSS OF PROFIT OR REVENUES, LOSS OF USE OF A FACILITY OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES SERVICES OR REPLACEMENT GAS, DOWNTIME, OR CLAIMS BY THE MEMBER'S CUSTOMERS. IF ANY LIMITATION IN THIS PARAGRAPH IS LATER HELD TO BE UNENFORCEABLE, THAT LIMITATION IS SEVERABLE FROM THE REST. THE REST WILL REMAIN ENFORCEABLE.

(B) LIMITATION ON DIRECT DAMAGES. THE AUTHORITY'S LIABILITY TO THE MEMBER FOR ANY DAMAGES RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE RELATIONSHIP AMONG THE PARTIES, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, WILL BE LIMITED TO ANY DIRECT DAMAGES RESULTING FROM THE GROSS NEGLIGENCE AND INTENTIONAL ACTS OF THE AUTHORITY ("DIRECT DAMAGES"); PROVIDED, HOWEVER, THAT THE AUTHORITY WILL BE LIABLE FOR SUCH DIRECT DAMAGES ONLY TO THE EXTENT THAT THE MEMBER'S DIRECT DAMAGES ARE SUBSTANTIALLY DIFFERENT THAN THOSE INCURRED BY MOST OTHER MEMBERS THAT ARE TAKING THE RELEVANT SERVICE. FOR THE PURPOSES OF THIS SECTION, THE TERM "AUTHORITY" OR "THE MEMBER" MEANS SUCH PARTY AND ITS AFFILIATES, EMPLOYEES, OFFICERS AND DIRECTORS.

(C) DISPUTE PERIOD. NEITHER PARTY MAY INITIATE A CLAIM, DISPUTE OR CONTROVERSY AGAINST THE OTHER PARTY MORE THAN ONE YEAR AFTER THE DISPUTING PARTY HAS KNOWLEDGE OF THE OCCURRENCE OR NON-OCCURRENCE OF THE EVENT UNDERLYING THE CLAIM. IF THAT ONE-YEAR LIMITATIONS PERIOD IS LATER HELD TO BE UNENFORCEABLE FOR ANY PARTICULAR CLAIM, IT WILL NEVERTHELESS REMAIN ENFORCEABLE FOR ALL OTHER CLAIMS.

(d) No Individual Responsibility. No stipulations, obligations or agreements provided for herein will be deemed to be stipulations, obligations or agreements of any officer of or member of the governing body of the Member or the Gas Authority in their individual capacity.

Section 807. Additional Members.

The Authority is authorized to accept additional Members, including Non-Georgia Members, and to execute a Gas Supply Contract with such new Member or Members; provided, that any such new Member or Members may be required to pay an entry charge with respect to its membership in the Authority determined by the Board of the Authority and designed to protect the economic interests of the existing Members

Section 808. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Authority’s service rules and regulations, which will not be inconsistent with the provisions of this contract or any Supplemental Contract.

Section 809. Termination or Amendment of Contract.

Subject to the terms of any debt instrument relating to Authorized Debt, 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 Gas Supply Contracts of the Members, at least thirty (30) days advance notice will be given by the Authority to all Members of the Authority transmitting a copy of such amendment.

Section 810. No Assignment or Transfer.

Except as provided in Section 705 hereof, neither party to this contract will 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.

Section 811. [RESERVED]

Section 812. Severability.

In case any one or more of the provisions of this contract will 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 will not affect any other provision hereof, but this contract will be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 813. Choice of Law.

This contract will 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 latter as adopted by the General Assembly and as interpreted by the courts of this state will prevail in lieu of any provision hereof in conflict or not in harmony therewith. This contract, and any claim, dispute or controversy relating to or concerning this contract or the parties' business relationship, whether sounding in contract, tort, legal, equitable, statutory or otherwise, whether arising before or after the effective date of this contract, will be governed by Georgia law, notwithstanding Georgia's or any other State's choice-of-law or conflict-of-law rules.

Section 814. Non-Georgia Member Board Participation.

Under the Act, the Board is composed of persons elected by representatives of the Georgia Members. To further facilitate Non-Georgia Member participation in the Authority and its development and approval of, among other things, (a) fair and non-discriminatory pricing mechanisms in accordance with Section 503, (b) other terms and conditions as part of the Authority's service rules and regulations, which are not inconsistent with the provisions of this contract or any Supplemental Contract, in accordance with Section 808, and (c) other policies and practices of the Authority, the Authority hereby established three non-voting Board positions to be elected by representatives of the Non-Georgia Members in accordance with the procedures set forth on Schedule 3 hereto.

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

BY: _____
PRESIDENT AND
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

GENERAL COUNSEL

ATTEST: _____
ASST. SECRETARY-TREASURER

(SEAL)

(SIGNATURES CONTINUE ON NEXT PAGE)

CITY OF CARTERSVILLE, GEORGIA

BY: _____
Matt Santini, Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST: _____
Julia Drake, City Clerk

(SEAL)

[Gas Supply Contract]

Exhibit A

Existing Contracts

- NAESB Base Contract for Sale and Purchase of Natural Gas, as amended by supplemented by certain Special Provisions, each dated as of December 1, 2006, and the related Transaction Confirmation, dated December 1, 2006, by and between The Tennessee Energy Acquisition Corporation, as Seller, and the City of Cartersville, Georgia, as Buyer.
- NAESB Base Contract for Sale and Purchase of Natural Gas, as amended by supplemented by certain Special Provisions, each dated as of December 1, 2006, and the related Transaction Confirmation, dated September 9, 2021, by and between the Municipal Gas Authority of Georgia, as Seller, and the City of Cartersville, Georgia, as Buyer.

Schedule 1

Interpretation

Unless the context otherwise requires, the following rules will govern the interpretation of this contract and other contracts between the Authority and Member:

(a) The Parties have jointly drafted this contract, and the Members have jointly negotiated all Gas Supply Contracts, and such contracts will be deemed to be their joint work product and will not be construed against either Party, or any Member, by reason of its preparation.

(b) The recitals at the beginning of this contract are incorporated herein for all purposes.

(c) Titles appearing at the beginning of any articles, sections, subsections and other subdivisions of this contract are for convenience only and will not constitute part of such subdivisions and will be disregarded in construing the language contained in such subdivisions.

(d) Words singular and plural in number will be deemed to include the other and pronouns having masculine or feminine gender will be deemed to include the other.

(e) Any reference in this contract to any person includes its successors and permitted assigns and, in the case of any governmental authority, any person succeeding to its functions and capacities.

(f) Any reference in this contract to any Section, Exhibit or Schedule means and refers to the Section contained in, or the Exhibit or Schedule attached to, this contract, unless otherwise specified. Each Exhibit and Schedule attached hereto is incorporated into this contract and made a part hereof for all purposes.

(g) All uses of "include" or "including" will be deemed to be followed by "without limitation", whether expressly so stated or not.

(h) All references to a law, rule, regulation, contract, agreement, or other document mean that law, rule, regulation, contract, agreement, or document as amended, modified, supplemented or restated, from time to time.

(i) Any definition of one part of speech of a word, such as a definition of the noun form of that word, will have a comparable meaning when used as a different part of speech, such as the verb form of that word, and other grammatical forms of defined words or phrases, if initially capitalized, have corresponding meanings.

Schedule 2

Alternative Dispute Resolution

(a) **Informal Resolution.** The parties will attempt in good faith to resolve any Claim promptly by negotiation between representatives who have authority to settle the Claim. The party making the Claim must first give the other party written notice of the Claim. The receiving party must provide a written response within fifteen (15) days after delivery of the notice. The notice and response must include (1) a statement of the party's position and a summary of arguments supporting that position, and (2) the name and title of the representative who will represent the party in negotiations. Within thirty (30) days after delivery of the notice, the representatives of both parties will meet at a mutually acceptable time and place. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, or attorneys are privileged and inadmissible for any purpose in arbitration or any other proceeding. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the procedures in subsection (a) are pending and for fifteen (15) days after the parties hold the in-person negotiation.

(b) **Mediation.** If the Claim is not resolved after such negotiations, the parties may submit the Claim to JAMS (originally Judicial Arbitration and Mediation Services, Inc.), or its successor, for mediation to be conducted in Fulton County, Georgia. Either party may start the mediation by providing JAMS and the other party a written request for mediation, setting forth the Claim and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, or attorneys are privileged and inadmissible for any purpose in arbitration or any other proceeding. Neither party may file an arbitration against the other before completing the mediation process. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the procedures in subsection (b) are pending and for fifteen (15) days after the completion of any mediation.

(c) **Arbitration.** If the parties cannot resolve a Claim through mediation, then the Claim must be resolved by binding arbitration before a single arbitrator. The arbitration will be administered by JAMS in accordance with JAMS Comprehensive Arbitration Rules and Procedures. If there is a conflict between the JAMS Rules and the rules in this contract, the rules in this contract will govern. **ARBITRATION MEANS THAT EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.** The parties may, in arbitration, seek all remedies otherwise available under the governing law, provided, however, to the extent that the arbitrator determines that it does not have the power to enter an enforceable judgment ordering a particular remedy otherwise available under the governing law, including mandamus, injunction and actions for specific performance remedies ("Nonarbitrable Remedy"), either party may seek such Nonarbitrable Remedy in the Superior Court of Fulton County, Georgia, which court may accept the finding of fact and determinations of law of the arbitrator respecting the relevant Claim as a stipulation of the parties in the proceeding before it seeking such Nonarbitrable Remedy. Fees, such as attorney's fees and expenses associated with traveling to the arbitration proceeding, will be paid in accordance with JAMS Rules. The arbitration will be held in Fulton County, Georgia unless the parties mutually agree to another location. All questions about the scope of the arbitration agreement—including all questions of arbitrability—are for the arbitrator to decide. The parties agree that this arbitration agreement affects interstate commerce and that the Federal Arbitration Act applies.

(d) To start an arbitration, a party must:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought. A copy of a Demand for Arbitration can be found at www.jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS Atlanta Resolution Center
One Atlantic Center
1201 West Peachtree, NW, Suite 2650
Atlanta, GA 30309

(3) Send one copy of the demand for arbitration to the other party.

(e) Class action waiver. Neither party may join or consolidate claims in arbitration by or against other individuals or entities, arbitrate any claim as a representative or non-representative member of a class, consolidate discovery across multiple individual arbitrations, or arbitrate any claim in a private attorney general capacity. Accordingly, the parties agree that the JAMS Class Action Procedures do not apply.

(f) Confidentiality. The parties will maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law, including open records laws, or judicial decision.

(g) Severability. A court may sever any portion of this Schedule that it finds to be unenforceable, except for the prohibitions on class, representative, and private attorney general arbitration.

(h) Venue. Any arbitration must be held in Fulton County, Georgia unless another location is mutually agreed to by the parties. If for any reason this arbitration agreement is later held to be unenforceable, the parties (i) agree that any lawsuit or action relating to any Claim between them must be filed in the Superior Court of Fulton County, Georgia, and (ii) to the extent permitted by law, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR ACTION RELATING TO ANY CLAIM. Each party irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of Fulton County, Georgia in any lawsuit respecting Claim. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such proceeding. The parties further agree, to the extent permitted by law, that any final and unappealable judgment against any of them in any proceeding contemplated above will be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which will be conclusive evidence of the fact and amount of such judgment.

Schedule 3

Non-Georgia Member Board Position Election Procedure

The three Non-Georgia Member Board positions, the terms of which will begin upon the conclusion of each of their respective **three-year term (except as provided below)**, the beginning of which being in calendar year 2017, and ending upon the election of a successor to each such position, will be elected by an election committee composed of delegates of the Non-Georgia Members in accordance with procedures substantially similar to the Board election procedures provided for in the Act for Georgia Members or appointed, as applicable, provided that:

- (a) The first Non-Georgia Member Board position will be appointed by the largest Non-Georgia Member based on annual quantities of MCF purchased from the Authority during the immediately preceding calendar year (“Largest Non-Georgia Member”) calculated during the calendar year in which such appointment is to be made. The initial term of such first Non-Georgia Member Board position shall be one year. Any mid-term vacancy of such position may be filled by appointment by the Largest Non-Georgia Member as of the date of such appointment.
- (b) The second Non-Georgia Member Board position will be elected by election committee members of the Non-Georgia Members with, individually, annual quantities of MCF purchased from the Authority during the immediately preceding calendar year that are greater than or equal to the median quantity of MCF purchased from the Authority by all Non-Georgia Members, excluding the Largest Non-Georgia Member, during the immediately preceding calendar year. The initial term of such second Non-Georgia Member Board position shall be two years. Any mid-term vacancy of such position may be filled via a special election in accordance with procedures substantially similar to the Board election procedures for Georgia Members.
- (c) The third Non-Georgia Member Board position will be elected by election committee members of the Non-Georgia Members with, individually, annual quantities of MCF purchased from the Authority during the immediately preceding calendar year that are less than the median quantity of MCF purchased from the Authority by all Non-Georgia Members, excluding the Largest Non-Georgia Member, during the immediately preceding calendar year. The initial term of such third Non-Georgia Member Board position shall be three years. Any mid-term vacancy of such position may be filled via a special election in accordance with procedures substantially similar to the Board election procedures for Georgia Members.
- (d) Nominations and voting may occur in writing in lieu of a meeting, including by email and facsimile.

FIRST AMENDMENT TO GAS SUPPLY CONTRACT

**Between
Municipal Gas Authority of Georgia
and
City of Cartersville, Georgia**

This **FIRST AMENDMENT TO CONTRACT**, made and entered into as of September 1, 2023, by and between **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 by and existing under the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Sections 46-4-80 through 46-4-125, as amended (the “Act”), and the **City of Cartersville, Georgia**, a municipal corporation of the State of Georgia (the “Member”),

**WITNESSETH
THAT:**

WHEREAS, the Member owns and operates a gas distribution system as contemplated by Section 46-4-100 of the Act and has determined to contract with the Gas Authority pursuant to the Act; and

WHEREAS, the Gas Authority and the Member have heretofore entered into a Gas Supply Contract (the “Gas Supply Contract”), providing for a term ending December 31, 2050, subject to certain rights of the Member to elect Resigning Member Status (defined in the Gas Supply Contract) as defined in the Gas Supply Contract; 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 that own and operate gas distributions systems (each, a “Member,” and collectively, the “Members”); and

WHEREAS, the Gas Authority and the Members are contemplating the acquisition of long-term gas supplies or contract rights that may have contract terms expiring after the current expiration date of the Gas Supply Contracts; and

WHEREAS, the Gas Authority and the Member have determined that it is in the best interest of the Gas Authority and its Members to provide for the extension of the term of the Gas Supply Contract for an additional ten years; and

WHEREAS, Section 806 of the Gas Supply Contract provides that, subject to the terms of any debt instrument relating to Authorized Debt (defined in the Gas Supply Contract), the Gas Supply Contract may be amended by instrument in writing executed with the same formality as the Gas Supply Contract; and

WHEREAS, pursuant to Section 705 of the Gas Supply Contract, the Member has acknowledged and agreed that the Gas Authority may assign and pledge to any person to whom amounts are owing under Authorized Debt its right, title and interests in and to all or any portion of the payments to be made to the Gas Authority under the provisions of the Gas Supply Contract and any Supplemental Contracts; and

WHEREAS, the Member has acknowledged pursuant to Section 405 of the Supplemental Contracts it has entered into pursuant to the terms of the Gas Supply Contract that all payments to be made by the Member pursuant to the provisions of such Article IV shall be pledged to secure the payment of the Gas Authority’s Bonds; and

WHEREAS, the Gas Revenue Bond Resolutions (collectively the “Resolutions”) permits the extension of the term of the Gas Supply Contract; and

WHEREAS, the Gas Authority and the Member have caused to be prepared this First Amendment to Gas Supply Contract (the “First Amendment”) to provide for the extension of the term of each of the Gas Supply Contracts with the Members;

NOW, THEREFORE: For and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Term. Section 101 of the Gas Supply Contract is hereby amended to extend the term stated therein for an additional ten years beyond the original December 31, 2050 to December 31, 2060, and to extend the right of the Member to elect Resigning Member Status as provided in Section 101 of the Gas Supply Contract on each successive fifth anniversary after December 31, 2025 through December 31, 2055.

Section 2. This First Amendment shall be read and taken together with the Gas Supply Contract as one and the same instrument. The Gas Supply Contract, as amended by this First Amendment, is hereby ratified and affirmed in all respects.

MUNICIPAL GAS AUTHORITY OF GEORGIA

APPROVED AS TO FORM:

BY: _____
PRESIDENT AND
CHIEF EXECUTIVE OFFICER

GENERAL COUNSEL

ATTEST: _____
ASST. SECRETARY-TREASURER

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CARTERSVILLE, GEORGIA

APPROVED AS TO FORM:

BY: _____
Matt Santini, Mayor

City Attorney

ATTEST: _____
Julia Drake, City Clerk

(SEAL)

INDEMNITY SHARE
SUPPLEMENTAL CONTRACT
Between
MUNICIPAL GAS AUTHORITY OF GEORGIA
and
CITY OF CARTERSVILLE, GEORGIA
(GAS PORTFOLIO III PROJECT)

This Contract, made and entered into as of September 1, 2023, 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 CARTERSVILLE, GEORGIA**, a political subdivision of the State of Georgia, hereinafter sometimes designated as the Member,

W I T N E S S E T H
T H A T :

WHEREAS, the Member owns and operates a gas distribution system and has determined to contract with the Gas Authority; 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 political subdivisions and systems that own and operate gas distribution systems (each, a “Member” and collectively, the “Members”); 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, will 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 the first date set forth above, its effective date, and will 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 will have the same meaning when used herein as defined in said Code Section.

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

(b) As used herein, the term:

(1) “Annual Project Costs” means the Project Costs applicable to a Gas Supply Year.

(2) “Bond Resolution” means the Gas Portfolio III 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” means 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 will be subordinated as to payment to any other issue of such Bonds, and will 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” means Debt Service on the Bonds.

(6) “Gas Supply Year” means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) “Indemnity Share” means the amount determined in accordance with Sections 401 and 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 political subdivisions 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” means the political subdivision or system that is a party to this Contract, or collectively, all of the Georgia political subdivisions 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 political subdivisions or systems executing similar Contracts as Indemnity Share Members.

(10) “MCF” means thousand cubic feet.

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

(12) “Obligation Share” means, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) “Project” means 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 will 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 will 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 will 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 will prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member will provide to the Gas Authority, in such form as will 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 will be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than will 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 will be included in the Gas Authority's financial statements, which will 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, 2014, with a maximum principal amount outstanding at any one time of \$1,500,000,000; provided, however, that such limitation will not apply to any price or interest rate hedges or swap agreements entered into in connection with projects financed by any such Bonds. Each series of Bonds shall have a final maturity not in excess of 15 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 will 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

INDEMNITY SHARES

Section 401. Indemnity Shares.

Each of the Indemnity Share Members initially participating in the Project have been assigned an Indemnity Share as set forth in the Schedule of Indemnity 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 the Obligation Share Members should be required to pay amounts based upon their Obligation Shares, then the Member agrees 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 the Member's Indemnity Share of the amount required to be paid by that Obligation Share Member. The Member must satisfy this obligation to indemnify such Obligation Share Members by paying its total Indemnity Share for each of such Obligation Share Members directly to the Gas Authority for credit to each such Obligation Share Member's account under its respective Gas Supply Contract. The Member shall not be entitled to the payment of any indemnity share by any Indemnity Share Member.

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 Indemnity Share of Project Costs as set forth in the Schedule of Indemnity 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 will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will 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 will 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 will, 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 will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation will 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 will be pledged to secure the payment of the Gas Authority's Bonds.

Section 406. Levy of Tax for Payment.

The Member will 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 will 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 will 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 will 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 will 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 will not be relieved of its liability for payment of the amounts in default, and the Gas Authority will 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 will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Member will continue as though no such proceedings had been taken.

ARTICLE VII

MISCELLANEOUS GENERAL PROVISIONS

Section 701. Character and Continuity of Service.

The Gas Authority will 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 will be grounds for the termination or suspension of the payments due from the Member hereunder.

Section 702. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which will 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 will be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment will 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 will 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 will 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 will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will 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 will 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: _____
PRESIDENT

GENERAL COUNSEL

ATTEST: _____
ASST. SECRETARY-TREASURER

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CARTERSVILLE, GEORGIA

APPROVED AS TO FORM:

BY: _____
Matt Santini, MAYOR

CITY ATTORNEY

ATTEST: _____
Julia Drake, CITY CLERK

(SEAL)

MUNICIPAL GAS AUTHORITY OF GEORGIA

**SCHEDULE OF MEMBER OBLIGATION AND IMDEMNITY SHARE
PERCENTAGES FOR GAS SUPPLY PORTFOLIO III PROJECT UPDATED TO ADD CARTERSVILLE**

Obligation Share Members	Obligation Share	Indemnity Share
Adairsville	0.7408%	0.5442%
Adel	0.8363%	0.6144%
Americus	0.8860%	0.6509%
Ashburn	0.0815%	0.0599%
Bainbridge	0.6713%	0.4931%
Blakely	0.4354%	0.3199%
Bowman	0.0414%	0.0304%
Buford	7.1732%	5.2696%
Byron	0.1303%	0.0957%
Cairo	0.3970%	0.2916%
Camilla	1.3369%	0.9821%
Claxton	0.7597%	0.5581%
Cochran	0.5243%	0.3852%
Commerce	2.8837%	2.1185%
Covington	6.1098%	4.4884%
Dawson	1.0185%	0.7482%
Doerun	0.0703%	0.0516%
Donalsonville	0.1222%	0.0898%
Douglas	1.8035%	1.3249%
Eatonton	0.5078%	0.3730%
Edison	0.1084%	0.0796%
Elberton	1.3185%	0.9686%
Fitzgerald	2.3665%	1.7385%
Fort Valley	1.5460%	1.1358%
Grantville	0.1063%	0.0781%
Greensboro	1.1452%	0.8413%
Hartwell	1.0279%	0.7551%
Hogansville	0.3343%	0.2456%
LaFayette	0.8304%	0.6100%
Lawrenceville	10.5482%	7.7490%
Louisville	0.3199%	0.2350%
Lumpkin	0.0207%	0.0152%
Madison	0.7005%	0.5146%
Manchester	0.3496%	0.2568%
Millen	0.2192%	0.1610%
Monroe	1.1532%	0.8472%
Monticello	1.5325%	1.1258%
Moultrie	1.1436%	0.8401%
Nashville	0.2583%	0.1898%
Pelham	0.0927%	0.0681%
Perry	0.9021%	0.6627%
Quitman	0.2002%	0.1470%
Royston	0.7491%	0.5503%
Social Circle	1.1436%	0.8401%
Sparta	0.2371%	0.1742%
Statesboro	1.6726%	1.2288%
Sugar Hill	1.9234%	1.4129%
Summerville	4.3429%	3.1904%
Sylvania	2.1835%	1.6040%

MUNICIPAL GAS AUTHORITY OF GEORGIA

SCHEDULE OF MEMBER OBLIGATION AND IMDEMNITY SHARE PERCENTAGES FOR GAS SUPPLY PORTFOLIO III PROJECT UPDATED TO ADD CARTERSVILLE

Obligation Share Members	Obligation Share	Indemnity Share
Sylvester	0.2820%	0.2072%
Thomasville	1.3551%	0.9955%
Thomson	4.3244%	3.1768%
Tifton	1.4146%	1.0392%
Toccoa	3.5064%	2.5759%
Trion	1.3806%	1.0143%
Union Point	1.3606%	0.9995%
Vienna	0.8978%	0.6595%
Warner Robins	11.6428%	8.5531%
Waynesboro	0.4189%	0.3078%
West Point	0.4101%	0.3012%
Winder	2.7139%	1.9937%
Wrens	5.2862%	3.8834%
Total	100%	73%

Georgia Indemnity Only Members		
Albany	N/A	3.0199%
Andersonville	N/A	0.0056%
Cartersville	N/A	9.2849%
Colquitt	N/A	0.0418%
Decatur County	N/A	0.1364%
Dublin	N/A	1.2362%
Hawkinsville	N/A	0.9675%
Non-Georgia Members		
Alexander City, Alabama	N/A	0.6751%
Chambersburg, Pennsylvania	N/A	3.1032%
East Central Alabama Gas District	N/A	0.7029%
Havanna, Florida	N/A	0.0500%
Jasper, Florida	N/A	0.1173%
Lanett, Alabama	N/A	0.2355%
Lawrenceburg, Tennessee	N/A	1.2437%
Maplesville, Alabama	N/A	0.1080%
Mulga, Alabama	N/A	0.0920%
Quincy, Florida	N/A	0.4074%
Roanoke, Alabama	N/A	0.4916%
Rockford, Alabama	N/A	0.0134%
Smyrna, Tennessee	N/A	4.6273%
South Alabama Gas District (Butler Division)	N/A	0.0573%
Wadley, Alabama	N/A	0.1451%
Wedowee, Alabama	N/A	0.0873%
Total Indemnity Shares		100%

INDEMNITY SHARE
SUPPLEMENTAL CONTRACT
Between
MUNICIPAL GAS AUTHORITY OF GEORGIA
and
CITY OF CARTERSVILLE, GEORGIA
(GAS PORTFOLIO IV PROJECT)

This Contract, made and entered into as of September 1, 2023, 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 CARTERSVILLE, GEORGIA**, a political subdivision of the State of Georgia, hereinafter sometimes designated as the Member,

WITNESSETH
THAT:

WHEREAS, the Member owns and operates a gas distribution system and has determined to contract with the Gas Authority; 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 political subdivisions and systems that own and operate gas distribution systems (each, a “Member” and collectively, the “Members”); 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, will 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 the first date set forth above, its effective date, and will 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 will have the same meaning when used herein as defined in said Code Section.

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

(b) As used herein, the term:

(1) “Annual Project Costs” means the Project Costs applicable to a Gas Supply Year.

(2) “Bond Resolution” means 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” means 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 will be subordinated as to payment to any other issue of such Bonds, and will 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” means Debt Service on the Bonds.

(6) “Gas Supply Year” means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) “Indemnity Share” means the amount determined in accordance with Sections 401 and 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 political subdivisions 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” means the political subdivision or system that is a party to this Contract, or collectively, all of the Georgia political subdivisions 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 political subdivisions or systems executing similar Contracts as Indemnity Share Members.

(10) “MCF” means thousand cubic feet.

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

(12) “Obligation Share” means, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) “Project” means 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 will 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 will 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 will 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 will prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member will provide to the Gas Authority, in such form as will 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 will be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than will 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 will be included in the Gas Authority's financial statements, which will 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 will 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 will be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract (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 will 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 will 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

INDEMNITY SHARES

Section 401. Indemnity Shares.

Each of the Indemnity Share Members initially participating in the Project have been assigned an Indemnity Share as set forth in the Schedule of Indemnity 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 the Obligation Share Members should be required to pay amounts based upon their Obligation Shares, then the Member agrees 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 the Member's Indemnity Share of the amount required to be paid by that Obligation Share Member. The Member must satisfy this obligation to indemnify such Obligation Share Members by paying its total Indemnity Share for each of such Obligation Share Members directly to the Gas Authority for credit to each such Obligation Share Member's account under its respective Gas Supply Contract. The Member shall not be entitled to the payment of any indemnity share by any Indemnity Share Member.

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 Indemnity Share of Project Costs as set forth in the Schedule of Indemnity 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 will constitute general obligations of the Member for the payment of

which the full faith and credit of the Member will 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 will 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 will, 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 will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation will 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 will be pledged to secure the payment of the Gas Authority's Bonds.

Section 406. Levy of Tax for Payment.

The Member will 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 will 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 will 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 will 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 will 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 will not be relieved of its liability for payment of the amounts in default, and the Gas Authority will 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 will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Member will continue as though no such proceedings had been taken.

ARTICLE VII

MISCELLANEOUS GENERAL PROVISIONS

Section 701. Character and Continuity of Service.

The Gas Authority will 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 will be grounds for the termination or suspension of the payments due from the Member hereunder.

Section 702. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which will 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 will be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment will 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 will 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 will 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 will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will 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 will 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: _____

PRESIDENT AND
CHIEF EXECUTIVE OFFICER

GENERAL COUNSEL

ATTEST: _____

ASST. SECRETARY-TREASURER

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CARTERSVILLE, GEORGIA

APPROVED AS TO FORM:

BY: _____
Matt Santini, MAYOR

CITY ATTORNEY

ATTEST: _____
Julia Drake, CITY CLERK

(SEAL)

MUNICIPAL GAS AUTHORITY OF GEORGIA

**SCHEDULE OF MEMBER OBLIGATION AND INDEMNITY SHARE
PERCENTAGES FOR GAS SUPPLY PORTFOLIO IV PROJECT**

Obligation Share Members	Obligation Share	Indemnity Share
Adairsville	1.7617%	1.4866%
Adel	0.3523%	0.2973%
Albany	6.0473%	5.1030%
Americus	0.6237%	0.5263%
Andersonville	0.0041%	0.0035%
Ashburn	0.0843%	0.0711%
Bainbridge	0.5633%	0.4753%
Blakely	0.4003%	0.3378%
Bowman	0.0207%	0.0175%
Buford	6.9329%	5.8502%
Byron	0.2402%	0.2027%
Cairo	0.2431%	0.2051%
Camilla	1.8369%	1.5500%
Claxton	0.7173%	0.6053%
Cochran	0.6276%	0.5296%
Colquitt	0.0916%	0.0773%
Commerce	1.2472%	1.0525%
Covington	5.2303%	4.4135%
Dawson	0.9658%	0.8149%
Decatur County	0.2089%	0.1763%
Doerun	0.1087%	0.0917%
Donalsonville	0.1038%	0.0876%
Douglas	2.0451%	1.7257%
Dublin	6.1515%	5.1908%
Eatonton	0.3121%	0.2634%
Edison	0.0893%	0.0754%
Elberton	0.8932%	0.7537%
Fitzgerald	1.9984%	1.6863%
Fort Valley	1.1721%	0.9891%
Grantville	0.0688%	0.0580%
Greensboro	1.8174%	1.5336%
Hartwell	1.1097%	0.9364%
Hawkinsville	1.1353%	0.9580%
Hogansville	0.2964%	0.2501%
LaFayette	0.6212%	0.5242%
Lawrenceville	8.8913%	7.5028%
Louisville	0.2451%	0.2068%
Lumpkin	0.0627%	0.0529%
Madison	0.8168%	0.6892%
Manchester	0.0725%	0.0612%
Millen	0.1798%	0.1517%
Monroe	0.7630%	0.6438%
Monticello	1.4447%	1.2191%
Moultrie	0.6043%	0.5099%
Nashville	0.3687%	0.3111%
Pelham	0.0469%	0.0396%
Perry	1.5754%	1.3294%

MUNICIPAL GAS AUTHORITY OF GEORGIA

SCHEDULE OF MEMBER OBLIGATION AND INDEMNITY SHARE PERCENTAGES FOR GAS SUPPLY PORTFOLIO IV PROJECT

Obligation Share Members	Obligation Share	Indemnity Share
Quitman	0.3363%	0.2837%
Royston	0.6112%	0.5158%
Social Circle	1.2409%	1.0471%
Sparta	0.1698%	0.1433%
Statesboro	1.4703%	1.2407%
Sugar Hill	1.7322%	1.4617%
Summerville	2.0063%	1.6930%
Sylvania	2.2271%	1.8793%
Sylvester	0.3040%	0.2565%
Thomasville	1.1357%	0.9583%
Thomson	3.8234%	3.2263%
Tifton	1.2274%	1.0357%
Toccoa	3.3229%	2.8040%
Trion	4.2232%	3.5637%
Union Point	0.1608%	0.1357%
Vienna	0.4654%	0.3927%
Warner Robins	10.9510%	9.2408%
Waynesboro	0.3236%	0.2731%
West Point	0.3362%	0.2837%
Winder	2.7388%	2.3111%
Total	100%	84%

GA Indemnity Only Members		
Cartersville	N/A	9.0366%
Non-Georgia Members		
Alexander City, Alabama	N/A	0.6571%
Chambersburg, Pennsylvania	N/A	2.5312%
East Central Alabama Gas District	N/A	0.7614%
Havanna, Florida	N/A	0.0296%
Jasper, Florida	N/A	0.1058%
Lanett, Alabama	N/A	0.1524%
Lawrenceburg, Tennessee	N/A	1.3364%
Maplesville, Alabama	N/A	0.0582%
Quincy, Florida	N/A	0.3415%
Roanoke, Alabama	N/A	0.4165%
Rockford, Alabama	N/A	0.0082%
Wadley, Alabama	N/A	0.1075%
Wedowee, Alabama	N/A	0.0742%
Total Indemnity Shares		100%

INDEMNITY SHARE
SUPPLEMENTAL CONTRACT
Between
MUNICIPAL GAS AUTHORITY OF GEORGIA
and
CITY OF CARTERSVILLE, GEORGIA
(GAS PORTFOLIO V PROJECT)

This Contract, made and entered into as of September 1, 2023, 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 CARTERSVILLE, GEORGIA**, a political subdivision of the State of Georgia, hereinafter sometimes designated as the Member,

W I T N E S S E T H
T H A T :

WHEREAS, the Member owns and operates a gas distribution system and has determined to contract with the Gas Authority; 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 political subdivisions and systems that own and operate gas distribution systems (each, a “Member” and collectively, the “Members”); 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, will 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 the first date set forth above, its effective date, and will 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 will have the same meaning when used herein as defined in said Code Section.

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

(b) As used herein, the term:

(1) “Annual Project Costs” means the Project Costs applicable to a Gas Supply Year.

(2) “Bond Resolution” means the Gas Portfolio V 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” means 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 will be subordinated as to payment to any other issue of such Bonds, and will 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” means Debt Service on the Bonds.

(6) “Gas Supply Year” means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) “Indemnity Share” means the amount determined in accordance with Sections 401 and 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 political subdivisions 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” means the political subdivision or system that is a party to this Contract, or collectively, all of the Georgia political subdivisions 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 political subdivisions or systems executing similar Contracts as Indemnity Share Members.

(10) “MCF” means thousand cubic feet.

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

(12) “Obligation Share” means, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) “Project” means 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 will 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 will 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 will 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 will prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member will provide to the Gas Authority, in such form as will 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 will be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than will 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 will be included in the Gas Authority's financial statements, which will 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, 2030, with a maximum principal amount outstanding at any one time of \$831,500,000; provided however, that such limitation will 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 will be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract (Gas Portfolio IV Project), between the Gas Authority and the Member, as amended, are retired, up to a maximum aggregate principal amount of \$1,000,000,000 outstanding at any one time hereunder. Each series of Bonds will have a final maturity of no more than 30 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 will 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

INDEMNITY SHARES

Section 401. Indemnity Shares.

Each of the Indemnity Share Members initially participating in the Project have been assigned an Indemnity Share as set forth in the Schedule of Indemnity 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 the Obligation Share Members should be required to pay amounts based upon their

Obligation Shares, then the Member agrees 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 the Member's Indemnity Share of the amount required to be paid by that Obligation Share Member. The Member must satisfy this obligation to indemnify such Obligation Share Members by paying its total Indemnity Share for each of such Obligation Share Members directly to the Gas Authority for credit to each such Obligation Share Member's account under its respective Gas Supply Contract. The Member will not be entitled to the payment of any indemnity share by any Indemnity Share Member.

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 will 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 will 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 Indemnity Share of Project Costs as set forth in the Schedule of Indemnity 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 will be absolute and unconditional and will 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 will have been fully paid or provision for the payment thereof will have been made, the Member will 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 will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will 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 will 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 will, 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 will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation will 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 will be pledged to secure the payment of the Gas Authority's Bonds.

Section 406. Levy of Tax for Payment.

The Member will 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 will 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 will 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 will 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 will 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 will not be relieved of its liability for payment of the amounts in default, and the Gas Authority will 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 enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

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 enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

Section 605. Abandonment of Remedy.

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Member will continue as though no such proceedings had been taken.

ARTICLE VII

MISCELLANEOUS GENERAL PROVISIONS

Section 701. Character and Continuity of Service.

The Gas Authority will 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 will be grounds for the termination or suspension of the payments due from the Member hereunder.

Section 702. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which will 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 will be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment will 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 will 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 will 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 will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will 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 will 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: _____
PRESIDENT AND
CHIEF EXECUTIVE OFFICER

GENERAL COUNSEL

ATTEST: _____
ASST. SECRETARY-TREASURER

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CARTERSVILLE, GEORGIA

APPROVED AS TO FORM:

BY: _____
Matt Santini, MAYOR

CITY ATTORNEY

ATTEST: _____
Julia Drake, CITY CLERK

(SEAL)

MUNICIPAL GAS AUTHORITY OF GEORGIA

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PERCENTAGES FOR GAS SUPPLY PORTFOLIO V PROJECT**

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Millen	0.3215%	0.2728%
Monroe	0.7704%	0.6537%
Monticello	0.1931%	0.1639%
Moultrie	0.7868%	0.6676%
Nashville	0.4219%	0.3580%
Pelham	0.0569%	0.0483%
Perry	1.7383%	1.4750%
Quitman	0.3228%	0.2739%

MUNICIPAL GAS AUTHORITY OF GEORGIA

SCHEDULE OF MEMBER OBLIGATION AND INDEMNITY SHARE PERCENTAGES FOR GAS SUPPLY PORTFOLIO V PROJECT

Obligation Share Members	Obligation Share	Indemnity Share
Royston	0.6167%	0.5232%
Social Circle	1.5774%	1.3384%
Sparta	0.1862%	0.1580%
Statesboro	1.4216%	1.2063%
Sugar Hill	1.9287%	1.6366%
Summerville	1.8870%	1.6011%
Sylvania	2.2444%	1.9044%
Sylvester	0.2764%	0.2346%
Thomasville	1.1134%	0.9447%
Thomson	3.4910%	2.9622%
Tifton	1.2585%	1.0678%
Toccoa	3.4520%	2.9291%
Trion	4.1046%	3.4829%
Union Point	0.1010%	0.0857%
Vienna	0.5645%	0.4790%
Warner Robins	9.7311%	8.2571%
Waynesboro	0.3213%	0.2726%
West Point	0.3420%	0.2902%
Winder	2.8975%	2.4586%
Total	100%	85%

GA Indemnity Only Members		
Cartersville	N/A	8.5009%
Non-Georgia Members		
Alexander City, Alabama	N/A	0.6310%
Chambersburg, Pennsylvania	N/A	2.5064%
East Central Alabama Gas District	N/A	0.8138%
Havanna, Florida	N/A	0.0457%
Jasper, Florida	N/A	0.1036%
Lanett, Alabama	N/A	0.1588%
Lawrenceburg, Tennessee	N/A	1.4631%
Maplesville, Alabama	N/A	0.0531%
Mulga, Alabama	N/A	0.0860%
Quincy, Florida	N/A	0.2949%
Roanoke, Alabama	N/A	0.3343%
Rockford, Alabama	N/A	0.0089%
Wadley, Alabama	N/A	0.0628%
Wedowee, Alabama	N/A	0.0845%
Total Indemnity Shares		100%



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Resolutions
DEPARTMENT NAME:	Gas Department
AGENDA ITEM TITLE:	Municipal Gas Authority of Georgia Contract Resolution
DEPARTMENT SUMMARY RECOMMENDATION:	This resolution will allow the City Gas System to contract with the Gas Authority for the management of the natural gas supply. This contract has been reviewed and approved by the City Attorney's office.
LEGAL:	Approved by Archer & Lovell

A RESOLUTION
OF CITY OF CARTERSVILLE, GEORGIA

APPROVAL OF GAS SUPPLY CONTRACT AND SUPPLEMENTAL CONTRACTS (GAS PORTFOLIO III PROJECT, GAS PORTFOLIO IV PROJECT AND GAS PORTFOLIO V PROJECT) EACH BETWEEN THE GAS AUTHORITY AND CITY OF CARTERSVILLE, GEORGIA (THE “CITY”) AND FOR OTHER PURPOSES

WHEREAS, the 1987 Session of the General Assembly of the State of Georgia adopted the Municipal Gas Authority of Georgia Act (Ga. Laws 1987, p. 745 *et seq.* (*codified* at O.C.G.A. Sections 46-4-80 through 46-4-125)), as amended (the “Act”), creating the Municipal Gas Authority of Georgia (the “Gas Authority”), providing for its organization and purposes and authorizing it to contract with certain political subdivisions for the provision of an adequate and dependable wholesale supply of gas to meet the needs of the gas distribution systems of such political subdivisions; and

WHEREAS, the City has studied and reviewed its opportunity to enter into a Gas Supply Contract and an Amendment thereto (the “Gas Supply Contract”) with the Gas Authority, substantially similar to contracts entered into with other Gas Authority members, providing for the Gas Authority's obligation to furnish the City with its gas supply requirements and for the City's obligation to pay for such gas supplies; and

WHEREAS, the City has also studied and reviewed its opportunity to contract with the Gas Authority for additional gas supplies, and to that end, the City and the Gas Authority have caused to be prepared a certain Indemnity Share Supplemental Contract (Gas Portfolio III Project), a certain Indemnity Share Supplemental Contract (Gas Portfolio IV Project) and a certain Indemnity Share Supplemental Contract (Gas Portfolio V Project) (together, the “Supplemental Contracts,” and together with the Gas Supply Contract, the “Contracts”); and

WHEREAS, the Gas Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups; and

WHEREAS, the Members control the Gas Authority and its policies through the Board of the Gas Authority, which is composed of Member representatives, and through the Gas Supply Contracts, and the Members intend to collectively share allocable portions of all risks and rewards of the Gas Authority's operations pursuant to such contracts, and the Contracts will necessarily be relied upon by the other

Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Gas Authority and the Members effected thereby; and

NOW, THEREFORE, be it resolved by the governing body of the City in meeting duly assembled, and it is hereby resolved by authority thereof, as follows:

Section 1. The City hereby finds and determines that it is in its best interest to contract with the Gas Authority, and the City hereby declares its intention to so contract with the Gas Authority for the purchase of its gas supply.

Section 2. The City hereby approves and authorizes the execution and delivery of the Gas Supply Contract and the Supplemental Contracts in substantially the form of the drafts of the Gas Supply Contract and the Supplemental Contracts attached to this Resolution as Exhibit “A,” Exhibit “B,” Exhibit “C,” Exhibit “D,” and Exhibit “E,” respectively, and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the Mayor’s discretion, with advice of counsel. The Gas Supply Contract and the Supplemental Contracts shall each be executed by the Mayor, attested by the Clerk, and shall have the City's seal affixed thereto, and shall be delivered to the Gas Authority, and when so executed and delivered, shall be binding upon the City in accordance with their respective terms. Execution of the Gas Supply Contract and the Supplemental Contracts as authorized herein shall be conclusive evidence of the City’s approval thereof.

Section 3. In the adoption of this Ordinance, the City hereby recognizes that this action will be relied upon by other political subdivisions that own and operate gas distribution systems and that adopt similar ordinances or resolutions in furtherance of the organization of the Gas Authority under the Act, and that the City is also relying upon the adoption of such ordinances and resolutions by such other political subdivisions.

Section 4. Michael Dickson is hereby appointed to serve as this City's voting delegate, with authority to cast all votes to which this City is entitled, for purposes of electing its Board representative. Brian Friery is appointed as alternate voting delegate.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

RESOLVED this ____ day of July, 2023

CITY OF CARTERSVILLE, GEORGIA

By: _____
Matt Santini, Mayor

[SEAL]

Attest:

Julia Drake, City Clerk

Exhibit "A"

GAS SUPPLY CONTRACT

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

And

CITY OF CARTERSVILLE, GEORGIA

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GAS SUPPLY CONTRACT

This contract, made and entered into as of September 1, 2023, by and among the MUNICIPAL GAS AUTHORITY OF GEORGIA, a public corporation and instrumentality of the State of Georgia, hereinafter sometimes designated as the “Authority,” created by the provisions of the Municipal Gas Authority of Georgia Act, Ga. Laws 1987, p. 745, Official Code of Georgia Annotated, Article 4, Chapter 4 of Title 46 (the “Act”), and CITY OF CARTERSVILLE, GEORGIA, an Georgia political subdivision (the “Member” or “Non-Georgia Member”) (the Authority and the Member may be referred to herein, collectively, as the “parties”, and individually, as a “party”);

WITNESSETH THAT:

WHEREAS, the Member owns and operates a gas distribution system as contemplated by the Act and has determined to contract with the Authority, which has been organized under the Municipal Gas Authority of Georgia Act, Ga. Laws 1987, p. 745, Official Code of Georgia Annotated, Article 4, Chapter 4 of Tide 46 (the "Act") ; and

WHEREAS, the Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members (including Georgia Members and Non-Georgia Members) and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups and has determined that interim and long term service to the Member will result in economies of scale advantages to its current Members in furtherance of its statutory purpose; and

WHEREAS, the Members control the Authority and its policies through the Board of the Authority, which is composed of Member representatives, and through the Gas Supply Contracts, including this contract, and the Members intend to collectively share allocable portions of all risks and rewards of the Authority’s operations pursuant to such contracts, and this contract will necessarily be relied upon by the other Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Authority and the Members effected thereby; and

WHEREAS, the Authority will undertake, as contemplated by and in accordance with the Act, to obtain and supply to the Member its gas requirements for resale to its citizens, inhabitants and customers through its gas distribution system, as provided in this contract, and in that connection may undertake certain projects and issue its authorized debt therefor, as may be provided for in contracts supplemental hereto.

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 date first set forth above, will be for a term of approximately twenty-six (26) years, three (3) months beginning on such date and continuing through December 31, 2050, and will constitute a binding obligation of the parties from and after its execution by the last party to execute the same; provided, that on December 31, 2025 and on each successive fifth anniversary thereafter through December 31, 2045 (an “Option Date”) the Member may elect Resigning Member Status under this contract by providing written notice of such election to the Authority no later than the close of business on December 31 of the year next preceding the applicable Option Date, or if such December 31 is not a day on which the Authority is open for business, then on the next preceding day on which the Authority is open for business provided, further, that the Member may elect Resigning Member Status as provided in any Supplemental Contract. Should the Member elect Resigning Member Status under this contract to apply after an Option Date, the Authority and the Member will not be responsible for the performance of the obligations of Articles II (other than Sections 207, 209 and 210), III and IV of this contract not previously accrued, and the Member will not be responsible for charges under Section 501 hereof accruing after the Option Date; nevertheless, both parties will be bound to continue to pay or perform any other obligation contracted prior to such Option Date but not fully paid or performed, including, without limiting the generality of the foregoing, any obligation undertaken with respect to a Project pursuant to a Supplemental Contract entered into by the Authority and the Member, any obligations with respect to billings of Development Costs to which the Member has consented, and any obligation of the Member with respect to Authorized Debt (including all renewals, extensions, replacements and refundings thereof). Should a Member having Resigning Member Status receive any services provided by the Authority, the Authority will make a special charge therefor on the basis of its costs for the provision of that service.

Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. § 46-4-81 will have the same meaning when used herein as defined in said Code Section as existing on the date hereof, or any broader meaning granted by any future amendment to said Code Section. Schedule 1 hereto sets forth certain additional rules of interpretation respecting the Gas Supply Contracts, including this contract, and other contracts between the Authority and Members.

(b) As used herein, the term:

“Act” means shall mean that certain Act of the 1987 Session of the Georgia General Assembly compiled and published in Ga. Laws, p. 745, and codified in Official Code of Georgia Annotated, Article 4, Chapter 4 of Title 46, as the same may be hereafter amended.

“Annual Authority Budget” means, with respect to a Gas Supply Year, that budget adopted pursuant to the provisions of Section 202 hereof.

“Authority Gas Supplies” means Project Gas Supplies and Purchased Gas Supplies.

“Authority Gas Supply Services” means the provision of Authority Gas Supplies and such services as are associated therewith.

“Authorized Debt” means Contract Debt and Project Debt.

“Board” means the governing body of the Authority pursuant to the Act.

“Contract Debt” means debt incurred by the Authority pursuant to the authorization contained in Section 701, 702 and 703 hereof, and any renewals, extensions, replacements or refundings thereof.

“Cost,” when used in reference to Existing Contract Gas Supplies or Purchased Gas Supplies, means costs (net of incidental net revenues arising, for example, from sales of Existing Contract Gas Supplies or Purchased Gas Supplies to persons not Members) incurred by the Authority to purchase and deliver Existing Contract Gas Supplies or Purchased Gas Supplies to the Members, including, without limitation, (a) the direct costs incurred by the Authority for such Existing Contract Gas Supplies or Purchased Gas Supplies as delivered to the Member’s gate, including, for example, costs of storage, peaking, transportation and other pipeline and facilities charges, (b) Debt Service on Contract Debt incurred to finance working capital for purchases of such Existing Contract Gas Supplies or Purchased Gas Supplies; and (c) any amounts required to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to Contract Debt referred to in the foregoing clause (b); provided, however, that such term will not include the Authority’s legal, engineering, administrative and general or other similar costs.

“Debt Service” means principal of and redemption or prepayment premium, if any, and interest on Contract Debt or Project Debt, as the case may be, from time to time outstanding as the same will become due; provided, however, that the term “Debt Service” will not include any principal of or redemption or prepayment premium or interest due solely by virtue of the acceleration of maturity. “Debt Service” also will include periodic fees for any credit enhancements supporting Contract Debt or Project Debt, and reimbursement payments to the providers of any such credit enhancements.

“Development Cost Budget” means any budget prepared by the Authority pursuant to Section 206.

“Development Costs” means costs incurred directly by or on behalf of the Authority in connection with the planning and development of one or more gas supply programs or projects for applicable Members including, but not limited to, management expenses relating thereto, Debt Service

on Contract Debt incurred to finance Development Costs, amounts requested to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to any such Contract Debt, financing expenses, costs in providing engineering, legal, financial and other services as may be necessary or appropriate to determine the legality and the financial and engineering feasibility of such gas supply programs or projects and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses. Notwithstanding anything to the contrary contained in Section 206, any Development Costs that are to be paid from the proceeds of Contract Debt, or investment income thereon, will not be contained in a Development Cost Budget, but the Debt Service on such Contract Debt will be included.

“Existing Contract” means with respect to any Member, any contract or service agreement or tariff provisions currently in effect, or under which service is being currently rendered, between such Member and any gas pipeline company or gas marketing company relating to such Member’s purchases of Gas Supplies, and which is specifically identified in Section 301 of the Gas Supply Contract of such Member, or any renewal or extension thereof or replacement therefor or addition thereto. Each Existing Contract of the Member now in effect is attached hereto and hereby incorporated by reference. No amendment, change, replacement or addition to an Existing Contract will be obtained that would change the contract demand or otherwise significantly vary the terms of the Existing Contract without the written consent of the Authority.

“Existing Contract Gas Supplies” means gas supplies received by a Member under an Existing Contract as contemplated under Article III hereof.

“Gas Supplies” means Authority Gas Supplies, Existing Contract Gas Supplies and any other gas supplies delivered to the Member’s distribution system.

“Gas Supply Contract” means this contract, including any amendments which may be made hereto, or any substantially similar contract between the Authority and another Member. Unless the context requires otherwise, the word contract when used herein is intended to refer to this Gas Supply Contract.

“Gas Supply Contracts” means this Gas Supply Contract and the substantially similar gas supply contracts with the other Members.

“Gas Supply Requirements” means the gas supplies required by any Member to provide retail service to its citizens, inhabitants and customers.

“Gas Supply Year” means the annual period as established by the Authority from time to time, initially commencing each January 1.

“Georgia Members” means the political subdivision that is a party to this contract, or collectively, all of the Georgia political subdivisions described in Section 46-4-100 of the Act executing similar Gas Supply Contracts.

“MMBtu” means million British Thermal Units.

“Member” means the political subdivision that is a party to this contract, or collectively, a Georgia Member or a Non-Georgia Member.

“Members” means the Georgia Members and the Non-Georgia Members.

“Monthly Billing Statement” means the written statement prepared or caused to be prepared by the Authority pursuant to Section 504 hereof, which will show the monthly amount to be paid to the Authority by the Member.

“Non-Georgia Members” means all non-Georgia political subdivisions executing similar Gas Supply Contracts.

“Non-True-up Member Status” means the status of a Member following an election permitted by the terms of a Supplemental Contract. A Member electing this status does not participate in the crediting of excess annual revenues as provided in Section 503 hereof. Non-True-up Member Status will continue until the Member elects to participate in a further appropriate supplemental contract, with the approval of the Authority.

“Project” means any “project” that at the time undertaken is permitted by the Act, including without limitation, 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 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 right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facilities. “Project” or “undertaking” 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; and (iv) and working capital related thereto.

“Project Costs,” with respect to each Project, will include (a) the “cost of Project,” as defined in O.C.G.A. § 46-4-81(4); (b) the amounts which the Authority is required under the documentation relating to Project Debt issued to finance the Project to pay or deposit to any fund or account established for the payment of Debt Service on such Project Debt, or any other payments required to be paid or deposited by the Authority with respect to such Project Debt (including without limitation payments with respect to revenue funds, reserve funds, sinking funds, maintenance funds, and renewal and replacement funds), other than payments or deposits to be made with the proceeds of Project Debt; (c) actual costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs and any other charges payable by the Authority reasonably allocable by the Authority to the operation, servicing and maintenance of the Project, and (d) Debt Service on the Project Debt. The terms of any Supplemental Contract may expand upon the definition of Project Costs with respect to the specific Project which will be the subject of such Supplemental Contract, provided only that such definition will be sufficient to cover all costs incurred by the Authority with respect to such Project. Notwithstanding anything to the contrary contained in Section 207, any Project Costs that are to be paid from the proceeds of Project Debt, or investment income thereon, will not be included as an element of a Project Cost Projection, but the Debt Service on such Project Debt will be so included.

“Project Cost Projection” means any budget prepared by the Authority pursuant to Section 207.

“Project Debt” means debt incurred by the Authority pursuant to the authorization contained in Section 703 hereof.

“Project Gas Supplies” means gas supplies received under or generated by a Project.

“Purchased Gas Cost Projection” means any budget prepared by the Authority pursuant to the second paragraph of Section 203.

“Purchased Gas Supplies” means gas supplies other than Project Gas Supplies and other than Existing Contract Gas Supplies.

“Resigning Member Status” means the status of a Member following an election described in Section 101.

“Supplemental Contract” means a contract supplemental hereto between the Authority and one or more Members with respect to a Project. A Supplemental Contract will, among other things, contain a description of the Project, and will obligate the applicable Members to pay their respective shares of such Project Costs as determined thereby to the extent not paid from revenues from sales of Authority Gas Supplies. A Supplemental Contract will also contain agreements among the contracting Members and the Authority with respect to the use and operation of the Project, if applicable, and such other matters as the Members and the Authority deem appropriate.

ARTICLE II

CERTAIN OBLIGATIONS OF THE AUTHORITY AND THE MEMBER

Section 201. Gas Supplies.

Throughout the term of this contract, (a) the Authority will, in accordance with Article III hereof, administer on behalf of the Member each of its Existing Contracts, and (b) the Authority will use its best efforts to provide to the Member, either as principal or agent, and the Member will purchase from or through the Authority, to the extent available from or through the Authority, any Gas Supply Requirements for its local distribution system in excess of the amounts provided under the Member’s Existing Contracts. The Authority will use its best efforts to arrange for the transportation of Gas Supplies to the city gate.

It is anticipated that at present or at some point during the term of this contract the Member will receive all Gas Supply Requirements as Authority Gas Supplies. It is contemplated that each Existing Contract of the Member will be either terminated or assigned to and assumed by the Authority at such time in the future by mutual agreement of the Member and the Authority.

Section 202. Annual Authority Budget.

The Authority will prepare and submit to the Annual Authority Budget at least ninety (90) days prior to the beginning of each Gas Supply Year. The Member may then submit to the Authority, at any time until such budget is adopted, any matters or suggestions relating to such budget that the Member may care to present. The Authority will then proceed with the consideration and adoption of such budget not less than thirty (30) nor more than forty-five (45) days prior to the beginning of the respective Gas Supply Year and will cause copies of such adopted budget to be delivered to the Member. As required from time to time during any Gas Supply Year, after thirty (30) days' notice to the Member, the Authority may adopt an amended Annual Authority Budget for and applicable to such Year for the remainder of such Year.

The Annual Authority Budget for any Gas Supply Year will contain (A) all of the Authority's operation and maintenance expenses relating to the operation and conduct of the business of the Authority during such Gas Supply Year including salaries, fees for legal, engineering and other services, administrative and general expenses, such reserves and accruals as the Authority may establish from time to time and all other expenses properly related to the conduct of the affairs of the Authority; (B) Debt Service due during such Gas Supply Year on any Contract Debt incurred pursuant to Section 701 hereof; and (C) any amounts required to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement or other debt instrument relating to Contract Debt incurred pursuant to Section 701 hereof; provided, however, that (1) any of the foregoing items that are to be paid from the proceeds of Contract Debt, or investment income thereon, will not be contained in the Annual Authority Budget; (2) any of the foregoing items that constitute Development Costs will not be contained in the Annual Authority Budget, but rather will be contained in one or more Development Cost Budgets in accordance with Section 206 hereof; (3) the Cost of Existing Gas Supplies purchased under any Member's Existing Contract or the Cost of Authority Gas Supplies purchased by the Authority and delivered to any Member as Authority Gas Supplies, will not be included in the Annual Authority Budget but will be billed separately to such Member in the Monthly Billing Statement under its Gas Supply Contract as provided in Section 504 hereof; and (4) operation and maintenance expenses, including administrative costs and overhead, reasonably allocable by the Authority to one or more Projects, will not be included in the Annual Authority Budget, but will be included in a Project Cost Projection.

Section 203. Projection of Existing Contract Gas Supply Purchases; Purchased Gas Cost Projections.

In addition to the Annual Authority Budget, the Authority will prepare and submit to the Member an annual projection of purchased gas costs, showing on a monthly basis the projection of costs expected to be incurred by the Member for purchases under its Existing Contract. The procedures for the adoption and amendment of such projections will be substantially the same as set forth in Section 202 hereof for the adoption and amendment of the Annual Authority Budget.

In addition, the Authority will prepare and submit to the Member annually a Purchased Gas Cost Projection containing appropriate Costs of Purchased Gas Supplies. The Authority may prepare several Purchased Gas Cost Projections for groupings of Members, depending on differences in the Costs of the Purchased Gas Supplies for such groupings.

Such projections and Purchased Gas Cost Projections will be provided to the Member annually as part of the Member's budgeting process for the upcoming fiscal year.

Section 204. Reports

The Authority will prepare and issue to the Member, upon request, (a) a financial and operating statement relating to the Member's Gas Supplies, and (b) the status of the Annual Authority Budget.

Section 205. Records and Accounts.

(a) The Authority will keep accurate records and accounts relating to the Gas Supplies as well as of the operations of the Authority. Said accounts will 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 Authority within one-hundred twenty (120) days after the close of each Gas Supply Year. All transactions of the Authority relating to Gas Supplies with respect to each Gas Supply Year will be subject to such an audit.

(b) The Member will provide the Authority annually, promptly upon its preparation, a copy of its annual audit.

Section 206. Gas Supply Planning and Development.

(a) Subject to the provisions of this Section 206, the Authority hereby undertakes to carry out the planning and development of a gas supply program for the Member with the objective of providing reliable and economical Gas Supplies to the Member. In this connection, the Authority will cause to be performed such engineering, legal, financial and other services as may be necessary or appropriate to determine the legality and the financial and engineering feasibility of such gas supply program and to obtain any and all licenses, permits and approvals necessary in connection with the furtherance of such gas supply program.

(b) Development Costs incurred or to be incurred in connection with any particular facilities, projects or contracts will be included in a Development Cost Budget and billed in accordance with Section 502 hereof to such Members that are intended to be served by such facilities, projects or contracts, which may be all Members or any combination of Members or any one Member. Development Costs relating to any number of facilities, projects or contracts may be included in a particular Development Cost Budget so long as all such Development Costs are to be billed to the same Member or group of Members in accordance with the preceding sentence; any Development Costs that are to be billed to a different Member or group of Members will be included in a separate Development Cost Budget.

(c) Any Development Costs that are to be billed to less than all Members in accordance with the foregoing subsection will not be incurred without the written consent of the Members to whom such Development Costs will be billed, which consent will describe the method for allocating such Development Costs to the Consenting Members.

(d) The Authority will furnish the Member with periodic progress reports as to the status of any planning and development undertaken by the Authority for the benefit of the Member as provided in this Section 206 and the amounts of Development Costs paid or incurred therefor by the Authority. If the Member will be required to make any payment pursuant to Section 502 hereof, at the

request of the Member, the Authority will furnish to the Member a copy of all engineering, legal and financial studies and reports prepared by or for the Authority in connection with the planning and development of a gas supply program pursuant to this Contract. The Member will be permitted to use any such study or report for whatever purposes it may desire.

Section 207. Projects.

(a) Subject to the provisions of this Section 207, the Authority is authorized to enter into, construct, acquire and improve any Project for the Member or a group of Members including the Member; provided, that the Authority will have entered into a Supplemental Contract with respect to such Project with the Member and such other Members who will benefit from the Project.

(b) Project Costs incurred or to be incurred in connection with any particular Project will be included in a Project Cost Projection and recovered in accordance with Section 503 hereof. Project Costs relating to any number of Projects may be included in a particular Project Cost Projection so long as the same Member or group of Members are parties to the Supplemental Contracts relating to the Projects.

(c) At the request of the Member, the Authority will furnish to the Member a copy of all engineering, legal and financial studies and reports prepared by or for the Authority in connection with the Project. The Member will be permitted to use any such study or report for whatever purposes it may desire.

Section 208. Member Services.

The Authority will be authorized to develop and implement a program and to hire and maintain the necessary personnel therefor, for the provision of ancillary, non-gas-supply services related to the assistance of Members in optimizing the efficiency of their gas supply systems, including without limitation volume purchasing, regulatory intervention, and retail rate, commodity price hedging, and marketing assistance services to the Members. The costs incurred by the Authority for the provision of such services will be included in the Annual Authority Budget and billed to the Members in accordance with Section 504 hereof; provided, that if such costs include costs of goods provided to particular Members, those Members will be billed directly the cost of goods.

Section 209. Diligence.

The Member agrees to exercise diligence in the operation of its gas distribution system in order to secure effective operation and to maintain the highest standards of safety, and agrees to maintain its gas distribution system in a safe operating condition at all times.

Section 210. Access.

The Member will give all necessary permission to enable the employees and agents of the Authority to carry out this contract, and will otherwise be subject to applicable terms and conditions set forth in any tariffs which affect the Member and which are filed with the Federal Energy Regulatory Commission. The Authority and the Member each will give the other the right to enter the premises of the other at all reasonable times for the purpose of servicing, repairing or removing facilities, reading meters, performing work incidental to delivery and receipt of Gas Supplies, and inspection of financial, operational and other records, provided the Authority or the Member will notify the other a reasonable period, of time in advance and afford the other the opportunity to have its representative present.

ARTICLE III

ADMINISTRATION OF EXISTING CONTRACTS

Section 301. Existing Contracts.

The Member hereby identifies on Exhibit “A” hereto all of its Existing Contracts now in effect. The Member will promptly submit to the Authority true and correct copies of any further Existing Contracts.

Section 302. Appointment of Authority as Agent.

The Member hereby appoints the Authority its agent for the administration of each Existing Contract for and during the remainder of its respective term, or until such Existing Contract is sooner cancelled by the Member. The Authority hereby accepts such appointment as agent for the administration of each Existing Contract. As agent, the Authority will take all action required of the Member under each Existing Contract, and will deal with the other contracting party on behalf of the Member. The Member will execute such powers of attorney or other documents as may be required to enable the Authority to carry out its duties under this Article III. It is specifically agreed and understood that this appointment creates a principal-agent relationship, and is not intended to constitute an assignment or assumption of such Existing Contract, and nothing contained herein is intended to violate any provision of such contracts, and in the event of a conflict between such Existing Contract and this contract, the provisions of the Existing Contract will prevail.

Section 303. Costs Relating to Existing Contracts.

The Member and the Authority agree that the legal, engineering, administrative and general and other similar costs associated with the Authority’s administration of each Existing Contract will be included in the Annual Authority Budget. The Cost of Gas Supplies purchased under the Existing Contracts of the Member, determined as provided in Section 503 hereof, will be billed through to the Member by the Authority as actually incurred.

Section 304. Excess Existing Contract Gas Supplies.

The Member and the Authority recognize that from time to time there may be Existing Contract Gas Supplies which are in excess of the needs of the Member, and the Member hereby authorizes the Authority to sell or otherwise dispose of such excess to the extent practicable in accordance with said Existing Contract, for the Member’s account.

ARTICLE IV

AUTHORITY GAS SUPPLIES

Section 401. Authority Gas.

The Authority and the Member recognize that from time to time the Member may have Gas Supply Requirements which are in addition to the amounts of gas supplies taken by the Member under its Existing Contract or Contracts. The Authority will use its best efforts to obtain economical Authority Gas Supplies to satisfy such additional Gas Supply Requirements for delivery to the Member. The Member agrees to take or pay for its Gas Supply Requirements, over Existing Contract Gas Supplies, from Authority Gas Supplies. In obtaining and delivering Authority Gas Supplies, the Authority may act as principal, but is also hereby appointed as agent for the Member when such agency is required for regulatory reasons, or is more expeditious.

Section 402. Costs of Purchased Gas Supplies.

The Member and the Authority agree that the legal, engineering, administrative and general and other similar costs associated with the purchase and delivery of Purchased Gas Supplies to the Members will be included in the Annual Authority Budget. The Cost of Purchased Gas Supplies contained in the Purchased Gas Cost Projections will be recovered as provided in Section 503 hereof.

Section 403. Costs of Project Gas Supplies.

The cost of Project Gas Supplies contained in Project Cost Projections will be recovered as provided in Section 503 hereof.

Section 404. Excess Authority Gas Supplies.

The Member and the Authority recognize that from time to time there may be Authority Gas Supplies in excess of the current estimated needs of Members, as estimated by the Authority. The Authority will be authorized to sell or otherwise dispose of Authority Gas Supplies to persons not a Member of the Authority to the extent such Authority Gas Supplies will be deemed excess by the Authority.

Section 405. Classes of Service.

The Authority may from time to time establish classes of Authority Gas Supply Services, including without limitation, firm service, off-peak firm service, interruptible service, peaking service, storage service and transportation service.

ARTICLE V

CHARGES AND BILLINGS TO THE MEMBER

Section 501. Amounts in the Annual Authority Budget.

The Member and the Authority agree that the amounts provided for in the Annual Authority Budget will be paid by the Members on the following basis: (a) one-half of the total costs included in the Annual Authority Budget for each month of the Gas Supply Year will be allocated among the Members such that each Member is allocated a fraction of such costs the numerator of which is the total retail meters of such Member and the denominator of which is the total retail meters of all Members of the Authority, and (b) the remainder of the costs included in the Annual Authority Budget for such month will be allocated among the Members such that each Member is allocated a fraction of such costs the numerator of which is the total MMBtu of Gas Supplies delivered to the Member during such month and the denominator of which is the total MMBtu of Gas Supplies delivered to all Members of the Authority during such month.

The foregoing method of allocating the amounts in the Annual Authority Budget may be changed by the Board of the Authority to some other method for fully allocating such amounts to the Members. Any such change must be approved by a vote of at least two-thirds of the Members of the Board of the Authority voting on the issue. The Authority will prepare and submit to the Member any proposal to change the said allocation method at least ninety (90) days prior to the proposed effective date of such change. The Member may then submit to the Authority any matters or suggestions relating to the proposal that the Member may care to present. The Authority will then proceed with the consideration of the proposal not more than forty-five (45) days prior to the proposed effective date of the proposal and will cause copies of any adopted change to be delivered to the Member.

Section 502. Amounts in any Development Cost Budget.

The costs provided for in a Development Cost Budget will be paid by the Members for whom the Development Cost Budget has been prepared on the basis of the method referred to in Paragraph (c) of Section 206 hereof. Such costs allocable to the Member under any Development Cost Budget will be billed to the Member following the month during which such costs are incurred by the Authority unless such costs have been annualized, in which event the monthly portion will be billed.

Section 503. Charges for Authority Gas Supply Services.

The Authority will establish rates for each class of Authority Gas Supply Services to Members in the form of a fair and non-discriminatory pricing mechanism, designed to recover all of the Authority's costs for such services, and maintaining to the extent practicable relative comparative pricing of the particular services in a manner consistent with the relative pricing of similar services offered by other suppliers in the natural gas industry. The Authority's rates may contain demand and

commodity components. The rates for each service applicable to a Member will reflect the costs of the particular service and the results of applicable Projects. Any excess of annual revenues received under a rate over the costs associated with such rate for such annual period, after making provision for any applicable rate stabilization or reserve funds established by the Authority from time to time, will be credited on a fair and equitable basis to the Members (excepting only Members with Non-True-up Member Status) to which that rate is applicable. Should a deficiency in revenues available to pay costs associated with a particular rate exist, the Authority may assess reasonable additional charges against Members who have received services charged under that rate during the deficiency period according to such methodology and within such limitations as the Authority may establish from time to time.

The Authority will prepare and submit to the Member the proposed pricing mechanism at least ninety (90) days prior to the beginning of each Gas Supply Year. The Member may then submit to the Authority, at any time until such pricing mechanism is adopted, any matters or suggestions relating to such pricing mechanism that the Member may care to present. The Authority will proceed with the consideration and adoption of such pricing mechanism not less than thirty (30) nor more than forty-five (45) days prior to the beginning of the Gas Supply Year and will cause copies of such adopted pricing mechanisms to be delivered to the Member.

Unless a pricing mechanism adopted should provide otherwise, as required from time to time during any Gas Supply Year, after thirty (30) days' notice to the Member, the Authority may adopt any new or amended pricing mechanism applicable for current Gas Supply Year.

Section 504. Monthly Billing Statements.

The Authority will bill the Member each month during each Gas Supply Year by providing the Member with a Monthly Billing Statement for such month which will include (a) the amounts included in the Annual Authority Budget and allocated to the Member under Section 501, (b) amounts due for purchases under the Member's Existing Contract, (c) amounts due for Authority Gas Supply Services, and (d) any amounts included in any Development Cost Budget and allocated to the Member under Section 502. Such Monthly Billing Statements may be billed in part more frequently than monthly. Each such billing will be paid by the Member on or before the 10th day from the date of such bill. Amounts due and not paid by the Member on or before such date will bear an additional charge of one and one-half percent (1-1/2%) per month until the amount due is paid in full.

Section 505. Adjustment of Billing.

At the end of each Gas Supply Year, the Authority will determine if the aggregate amount paid by the Member under Sections 501, 502 and 503 hereof, to provide recovery of all the Authority's costs and budgeted amounts during such Gas Supply Year was in the proper amount. Upon the making of such determination, any amount found to have been paid by the Member under Section 503 hereof in excess of the amount which should have been paid by the Member will be treated as provided in Section 503 hereof. Any amount found to have been paid by the Member under Section 501 or 502 hereof in excess of the amount which should have been paid by the Members will, in the discretion of the Authority, in whole or in part, be credited on the Monthly Billing Statements to the Member for the remaining month or months of the Gas Supply Year next succeeding the Gas Supply Year for which such adjustment was determined to have been necessary.

If any deficiency is found to exist in the amount which should have been paid by the Member, ten percent (10%) of such amount will be added to each of the next ten Monthly Billing Statements. In the event that the failure of a Member to pay its share of annual costs in accordance with this contract will have resulted in the application of amounts in any reserve or working fund to the payment of costs payable from such reserve or working fund and the other Members will have made up the deficiency created by such application or paid additional amounts into such reserve or working fund, amounts thereafter paid to the Authority by such nonpaying Member for application to such past due payments will be credited on the Monthly Billing Statements of such other Members in the next month or months as will be appropriate.

Section 506. Disputed Monthly Billing Statement.

In case any portion of any Monthly Billing Statement received by the Member from the Authority will be in bona fide dispute, the Member will pay the Authority the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, will be credited to the Member by the Authority after such determination. In the event such Monthly Billing Statement is in dispute, the Authority will give consideration to such dispute and will advise the Member with regard to the Authority's position relative thereto within thirty (30) days following written notification by the Member of such dispute.

Section 507. Payment as Operating Expense.

The Member and the Authority agree that the amounts payable by the Member under this contract will be paid by the Member as a cost of Gas Supplies or otherwise as an expense of operation and maintenance of the Member's gas system.

Section 508. Costs related to Supplemental Contracts.

The Member and the Authority agree that an estimate of the legal, engineering, administrative and general and other similar costs associated with the Authority's administration of Supplemental Contracts will be included in the applicable Project Cost Projections.

Section 509. 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: (a) all amounts payable to the Authority by such Member under this contract, including without limitation payments of Costs of Gas Supplies provided to the Member and the costs allocated to the Member under the Annual Authority Budget and any applicable Developmental Cost Budget or Project Cost Projection, and (b) all other lawful charges against or liens on, the revenues of such Member's gas system.

Section 510. Sources of Member's Payments.

The obligations of the Member to make the payments to the Authority under this contract and any Supplemental Contracts will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this contract and any Supplemental Contracts. Unless such payments or provisions for such payments will have been made from the revenues of the gas 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 and of any Supplemental Contracts 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 and by any Supplemental Contracts until all payments required under this contract and any Supplemental Contracts 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 will, in accordance with the provisions of the Act as in effect as of the date of this contract, 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 and any Supplemental Contracts. The amount of the appropriation in such fiscal year to meet the obligations of this contract and of any Supplemental Contracts will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this contract and any Supplemental Contract, and such appropriation will have the same legal status as if the Member had included the amount of the appropriation in its general revenue or appropriation measure.

Section 511. Levy of Tax for Payment.

The Member will 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 or any Supplemental Contract in each year over the remainder of the term of this contract or any Supplemental Contract and the Authority will 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 and any Supplemental Contract.

Section 512. Payment Obligations

The obligation of the Member to pay promptly its monthly Billing Statement submitted by the Authority to such Member in accordance with the provisions of Section 504 hereof is for the benefit of, among others, the owners of the Bonds and will be absolute and unconditional and will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Authority of any obligation to any Member or the breach by any Member of any obligation to the Authority or to any other Member, whether hereunder, under a Supplemental Contract or otherwise or any overpayment or underpayment by reason of miscalculation of the amount owed by any Member to the Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds will have been fully paid or provision for the payment thereof will have been made, no Member will suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the 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 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 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, a Supplemental Contract or otherwise.

Section 513. Policy for Rate Stabilization or Reserve Fund.

The Authority will prepare and submit to the Member a written policy describing any proposed rate stabilization or reserve fund at least ninety (90) days prior to its proposed effective date, and the Member may then submit to the Authority, at any time until such policy is adopted, any matters that the Member should care to present; the Authority will proceed with the consideration of such policy not more than forty-five (45) days prior to the proposed effective date and will cause copies of any such adopted policy to be furnished to the Member.

ARTICLE VI

DEFAULT

Section 601. Event of Default.

Failure of the Member to make to the Authority any of the payments for which provision is made in this contract or any Supplemental Contract will 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 will not be relieved of its liability for payment of the amounts in default, and the Authority will have the right to recover from the Member any amount in default. In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this contract or any Supplemental Contract against the Member, and the Authority may, upon sixty (60) days' written notice to the Member, cease and discontinue providing all or any portion of the Member's Gas Supplies.

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 Authority under this contract or any Supplemental Contract or in the event of a failure of the Member to take from the Authority its Gas Supplies in accordance with the provisions of this contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this contract or any Supplemental Contract, the Authority will enforce any covenant, agreement, or obligation of this contract or any Supplemental Contract against the Member by means of the process provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 604. Default by Authority.

In the event of any default by the Authority under any covenant, agreement or obligation of this contract or any Supplemental Contract, the Member will enforce any covenant, agreement, or obligation of this contract or any Supplemental Contract against the Authority by means of the process provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 605. Abandonment of Remedy.

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Authority and the Member will continue as though no such proceedings had been taken.

ARTICLE VII

AUTHORIZATION FOR THE AUTHORITY TO INCUR DEBT

Section 701. Working Capital.

The Member and the Authority agree that the working capital requirements of the Authority will be estimated by the Authority from time to time, and the Authority is specifically authorized hereby to incur debt for its working capital requirements to pay legal, engineering, administrative, general and other expenses; interest; operation expenses; planning and engineering expenses; and expenses and advances with respect to the purchase of Gas Supplies; provided, however, that debt incurred for working capital requirements consisting of Development Costs or Project Costs will be incurred pursuant to Sections 702 and 703, respectively, hereof. The principal of and interest on debt incurred under this Section will be included in appropriate Annual Authority Budgets to amortize such debt over such period of time as determined by the Authority during the term of this contract or any extension or renewal hereof.

Section 702. Development Costs.

The Member and the Authority hereby agree that the Authority is specifically authorized hereby to incur debt to finance Development Costs on behalf of one or more Members. The principal of and interest on such debt will be included in a Development Cost Budget prepared for such Member or Members to amortize such debt over such period of time as determined by the Authority during the term of this contract or any extension or renewal hereof.

Section 703. Projects.

The Member and the Authority agree that the Authority is authorized to enter into one or more Supplemental Contracts with one or more Members for the acquisition, purchase, construction, or improvement, of a Project or Projects, as the case may be, and that the Authority may issue debt to finance the costs of such Projects, provided only that no Member will be responsible for any portion of such Project Debt with respect to a Project or Projects unless the Member will have expressly undertaken an obligation with respect to such Project Debt in a Supplemental Contract with the Authority with respect to such Project Debt.

Section 704. Issuance of Authorized Debt.

The Authority is hereby authorized to incur debt from time to time, for the purposes set forth in Sections 701, 702 and 703 of this Article VII, upon satisfaction of the conditions set forth therein and in any Supplemental Contract relating thereto, in such amounts as determined by the Authority, in its sole discretion, to be prudent and reasonably required for such purposes.

Section 705. Pledge of Revenues.

The Member acknowledges and agrees that the Authority may assign and pledge to any person to whom amounts are owing under Authorized Debt (a “secured party”) its right, title and interest in and to all or any portion of the payments to be made to the Authority under the provisions of this contract and any Supplemental Contract as the Authority will deem appropriate, as security for the payment of such Authorized Debt, and upon such assignment and pledge the Authority may grant to such secured party any rights and remedies herein provided to the Authority.

ARTICLE VIII**MISCELLANEOUS GENERAL PROVISIONS****Section 801. Character and Continuity of Service.**

The Authority will not be required to provide, or be liable for failure to provide, service under this contract or any Supplemental Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or, with respect to the services to be provided for Authority Gas Supplies, is caused by the failure or refusal of any other gas supplier to enter into reasonable contracts with the Authority or by the inability of the Authority to obtain any required governmental approvals to enable the Authority to acquire Authority Gas Supplies.

Section 802. Metering.

(a) The Authority reserves the right to provide for installation of meters and will provide or cause to be provided all necessary metering equipment for determining the quantity and conditions of the supply of Gas Supplies delivered by the Authority under this contract or any Supplemental Contract; provided, however, that the Member may at its own cost install additional metering equipment to provide a check on that of the Authority. The Member will supply without cost to the Authority a suitable place for installing the Authority’s metering equipment.

(b) If any meter used for billing fails to register or is found to be inaccurate, the Authority will repair or replace such meter or cause it to be repaired or replaced, and an appropriate billing will be made to the Member by the Authority based upon the best information available for the period, not exceeding sixty (60) days, during which no metering occurred. Any meter tested and found to be not more than two percent (2%) above or below normal will be considered accurate insofar as correction of billings is concerned. If, as a result of any test, a meter is found to register in excess of two percent (2%) above or below normal, then the reading of such meter previously taken for billing purposes will be corrected for the period during which it is established the meter was inaccurate, but no correction will be made for any period beyond sixty (60) days prior to the date on which an inaccuracy is discovered by such test.

(c) In addition to such tests as are deemed necessary by the Authority, the Authority will have any meter tested at any time upon written request of the Member and, if such meter proves accurate within two percent (2%) above or below normal, the expense of such test will be borne by the Member.

(d) The Authority will notify the Member in advance of the time of any meter test so that a representative of the Member may be present.

Section 803. Liability of Parties.

The Authority and the Member will assume full responsibility and liability for the maintenance and operation of their respective properties and each will indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; provided, that any liability which is incurred by the Authority and not covered, or not covered sufficiently, by insurance will be paid solely from the revenues of the Authority, and any payments made by the Authority to satisfy such liability will become part of the Annual Authority Budget. Neither party has any obligation to indemnify the other for fees, expenses or costs relating to a claim, dispute or controversy between the parties.

Section 804. Relationship between Parties.

(a) No Fiduciary Relationship. The Member acknowledges that the Authority is a joint action agency that represents multiple Members collectively and not the Member individually, and that all of the Gas Supply Contracts are substantially similar and interrelated so as to effect the reasonable allocation of all costs and benefits of the Authority among the Members. Accordingly, the Authority owes no fiduciary duty to any Member except for any limited fiduciary relationship required by law resulting from the designation of the Authority as an agent for a particular purpose hereunder.

(b) Limited Agency Relationship. Except to the extent a provision hereof expressly provides that the Authority will act as the Member’s agent for a particular purpose, the Authority is not the Member’s agent for any purpose.

(c) Gratuitous Advice. If an Authority representative furnishes the Member with advice or assistance about anything not required under this contract, the furnishing of that advice or assistance will not subject the Authority to any liability.

Section 805. Dispute Resolution.

To expedite the resolution of disputes and to control their costs, the parties agree that any claim, dispute, or controversy relating to or concerning this contract, any Supplemental Contract (notwithstanding anything therein to the contrary) or the parties’ business relationship, whether in contract, tort, legal, equitable, statutory or otherwise (referred to as a “Claim”) will be resolved as provided in Schedule 2 hereto, including required informal procedures, mediation and arbitration as escalating resolution steps.

Section 806. Limitation on Damages.

The parties hereby agree to the damages limitations set forth below, which are consistent with, and in furtherance of, the Authority's role as a nonprofit joint action agency acting as an instrumentality of its Members. The Member intends to collectively share allocable portions of all risks and rewards of the Authority's operations with the other Members through the Gas Supply Contracts. The Member acknowledges that, though its remedies and damages are limited in this contract, its ultimate recourse is participation in the development of Authority policies and practices through the Board and representation by the Board.

(A) LIMITATION ON CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT OR OTHERWISE FOR ANY LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (WHICH INCLUDES REMOTE OR SPECULATIVE DAMAGES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES ARISING FROM ANY OF THE FOLLOWING: LOSS OF PROFIT OR REVENUES, LOSS OF USE OF A FACILITY OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES SERVICES OR REPLACEMENT GAS, DOWNTIME, OR CLAIMS BY THE MEMBER'S CUSTOMERS. IF ANY LIMITATION IN THIS PARAGRAPH IS LATER HELD TO BE UNENFORCEABLE, THAT LIMITATION IS SEVERABLE FROM THE REST. THE REST WILL REMAIN ENFORCEABLE.

(B) LIMITATION ON DIRECT DAMAGES. THE AUTHORITY'S LIABILITY TO THE MEMBER FOR ANY DAMAGES RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE RELATIONSHIP AMONG THE PARTIES, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, WILL BE LIMITED TO ANY DIRECT DAMAGES RESULTING FROM THE GROSS NEGLIGENCE AND INTENTIONAL ACTS OF THE AUTHORITY ("DIRECT DAMAGES"); PROVIDED, HOWEVER, THAT THE AUTHORITY WILL BE LIABLE FOR SUCH DIRECT DAMAGES ONLY TO THE EXTENT THAT THE MEMBER'S DIRECT DAMAGES ARE SUBSTANTIALLY DIFFERENT THAN THOSE INCURRED BY MOST OTHER MEMBERS THAT ARE TAKING THE RELEVANT SERVICE. FOR THE PURPOSES OF THIS SECTION, THE TERM "AUTHORITY" OR "THE MEMBER" MEANS SUCH PARTY AND ITS AFFILIATES, EMPLOYEES, OFFICERS AND DIRECTORS.

(C) DISPUTE PERIOD. NEITHER PARTY MAY INITIATE A CLAIM, DISPUTE OR CONTROVERSY AGAINST THE OTHER PARTY MORE THAN ONE YEAR AFTER THE DISPUTING PARTY HAS KNOWLEDGE OF THE OCCURRENCE OR NON-OCCURRENCE OF THE EVENT UNDERLYING THE CLAIM. IF THAT ONE-YEAR LIMITATIONS PERIOD IS LATER HELD TO BE UNENFORCEABLE FOR ANY PARTICULAR CLAIM, IT WILL NEVERTHELESS REMAIN ENFORCEABLE FOR ALL OTHER CLAIMS.

(d) No Individual Responsibility. No stipulations, obligations or agreements provided for herein will be deemed to be stipulations, obligations or agreements of any officer of or member of the governing body of the Member or the Gas Authority in their individual capacity.

Section 807. Additional Members.

The Authority is authorized to accept additional Members, including Non-Georgia Members, and to execute a Gas Supply Contract with such new Member or Members; provided, that any such new Member or Members may be required to pay an entry charge with respect to its membership in the Authority determined by the Board of the Authority and designed to protect the economic interests of the existing Members

Section 808. Other Terms and Conditions.

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

Section 809. Termination or Amendment of Contract.

Subject to the terms of any debt instrument relating to Authorized Debt, 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 Gas Supply Contracts of the Members, at least thirty (30) days advance notice will be given by the Authority to all Members of the Authority transmitting a copy of such amendment.

Section 810. No Assignment or Transfer.

Except as provided in Section 705 hereof, neither party to this contract will 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.

Section 811. [RESERVED]

Section 812. Severability.

In case any one or more of the provisions of this contract will 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 will not affect any other provision hereof, but this contract will be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 813. Choice of Law.

This contract will 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 latter as adopted by the General Assembly and as interpreted by the courts of this state will prevail in lieu of any provision hereof in conflict or not in harmony therewith. This contract, and any claim, dispute or controversy relating to or concerning this contract or the parties' business relationship, whether sounding in contract, tort, legal, equitable, statutory or otherwise, whether arising before or after the effective date of this contract, will be governed by Georgia law, notwithstanding Georgia's or any other State's choice-of-law or conflict-of-law rules.

Section 814. Non-Georgia Member Board Participation.

Under the Act, the Board is composed of persons elected by representatives of the Georgia Members. To further facilitate Non-Georgia Member participation in the Authority and its development and approval of, among other things, (a) fair and non-discriminatory pricing mechanisms in accordance with Section 503, (b) other terms and conditions as part of the Authority's service rules and regulations, which are not inconsistent with the provisions of this contract or any Supplemental Contract, in accordance with Section 808, and (c) other policies and practices of the Authority, the Authority hereby established three non-voting Board positions to be elected by representatives of the Non-Georgia Members in accordance with the procedures set forth on Schedule 3 hereto.

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

BY: _____
PRESIDENT AND
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

GENERAL COUNSEL

ATTEST: _____
ASST. SECRETARY-TREASURER

(SEAL)

(SIGNATURES CONTINUE ON NEXT PAGE)

CITY OF CARTERSVILLE, GEORGIA

BY: _____
Matt Santini, Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST: _____
Julia Drake, City Clerk

(SEAL)

[Gas Supply Contract]

Exhibit A

Existing Contracts

- NAESB Base Contract for Sale and Purchase of Natural Gas, as amended by supplemented by certain Special Provisions, each dated as of December 1, 2006, and the related Transaction Confirmation, dated December 1, 2006, by and between The Tennessee Energy Acquisition Corporation, as Seller, and the City of Cartersville, Georgia, as Buyer.
- NAESB Base Contract for Sale and Purchase of Natural Gas, as amended by supplemented by certain Special Provisions, each dated as of December 1, 2006, and the related Transaction Confirmation, dated September 9, 2021, by and between the Municipal Gas Authority of Georgia, as Seller, and the City of Cartersville, Georgia, as Buyer.

Schedule 1

Interpretation

Unless the context otherwise requires, the following rules will govern the interpretation of this contract and other contracts between the Authority and Member:

(a) The Parties have jointly drafted this contract, and the Members have jointly negotiated all Gas Supply Contracts, and such contracts will be deemed to be their joint work product and will not be construed against either Party, or any Member, by reason of its preparation.

(b) The recitals at the beginning of this contract are incorporated herein for all purposes.

(c) Titles appearing at the beginning of any articles, sections, subsections and other subdivisions of this contract are for convenience only and will not constitute part of such subdivisions and will be disregarded in construing the language contained in such subdivisions.

(d) Words singular and plural in number will be deemed to include the other and pronouns having masculine or feminine gender will be deemed to include the other.

(e) Any reference in this contract to any person includes its successors and permitted assigns and, in the case of any governmental authority, any person succeeding to its functions and capacities.

(f) Any reference in this contract to any Section, Exhibit or Schedule means and refers to the Section contained in, or the Exhibit or Schedule attached to, this contract, unless otherwise specified. Each Exhibit and Schedule attached hereto is incorporated into this contract and made a part hereof for all purposes.

(g) All uses of "include" or "including" will be deemed to be followed by "without limitation", whether expressly so stated or not.

(h) All references to a law, rule, regulation, contract, agreement, or other document mean that law, rule, regulation, contract, agreement, or document as amended, modified, supplemented or restated, from time to time.

(i) Any definition of one part of speech of a word, such as a definition of the noun form of that word, will have a comparable meaning when used as a different part of speech, such as the verb form of that word, and other grammatical forms of defined words or phrases, if initially capitalized, have corresponding meanings.

Schedule 2

Alternative Dispute Resolution

(a) **Informal Resolution.** The parties will attempt in good faith to resolve any Claim promptly by negotiation between representatives who have authority to settle the Claim. The party making the Claim must first give the other party written notice of the Claim. The receiving party must provide a written response within fifteen (15) days after delivery of the notice. The notice and response must include (1) a statement of the party's position and a summary of arguments supporting that position, and (2) the name and title of the representative who will represent the party in negotiations. Within thirty (30) days after delivery of the notice, the representatives of both parties will meet at a mutually acceptable time and place. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, or attorneys are privileged and inadmissible for any purpose in arbitration or any other proceeding. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the procedures in subsection (a) are pending and for fifteen (15) days after the parties hold the in-person negotiation.

(b) **Mediation.** If the Claim is not resolved after such negotiations, the parties may submit the Claim to JAMS (originally Judicial Arbitration and Mediation Services, Inc.), or its successor, for mediation to be conducted in Fulton County, Georgia. Either party may start the mediation by providing JAMS and the other party a written request for mediation, setting forth the Claim and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, or attorneys are privileged and inadmissible for any purpose in arbitration or any other proceeding. Neither party may file an arbitration against the other before completing the mediation process. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the procedures in subsection (b) are pending and for fifteen (15) days after the completion of any mediation.

(c) **Arbitration.** If the parties cannot resolve a Claim through mediation, then the Claim must be resolved by binding arbitration before a single arbitrator. The arbitration will be administered by JAMS in accordance with JAMS Comprehensive Arbitration Rules and Procedures. If there is a conflict between the JAMS Rules and the rules in this contract, the rules in this contract will govern. **ARBITRATION MEANS THAT EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.** The parties may, in arbitration, seek all remedies otherwise available under the governing law, provided, however, to the extent that the arbitrator determines that it does not have the power to enter an enforceable judgment ordering a particular remedy otherwise available under the governing law, including mandamus, injunction and actions for specific performance remedies ("Nonarbitrable Remedy"), either party may seek such Nonarbitrable Remedy in the Superior Court of Fulton County, Georgia, which court may accept the finding of fact and determinations of law of the arbitrator respecting the relevant Claim as a stipulation of the parties in the proceeding before it seeking such Nonarbitrable Remedy. Fees, such as attorney's fees and expenses associated with traveling to the arbitration proceeding, will be paid in accordance with JAMS Rules. The arbitration will be held in Fulton County, Georgia unless the parties mutually agree to another location. All questions about the scope of the arbitration agreement—including all questions of arbitrability—are for the arbitrator to decide. The parties agree that this arbitration agreement affects interstate commerce and that the Federal Arbitration Act applies.

(d) To start an arbitration, a party must:

(1) Write a Demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought. A copy of a Demand for Arbitration can be found at www.jamsadr.com.

(2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS Atlanta Resolution Center
One Atlantic Center
1201 West Peachtree, NW, Suite 2650
Atlanta, GA 30309

(3) Send one copy of the demand for arbitration to the other party.

(e) Class action waiver. Neither party may join or consolidate claims in arbitration by or against other individuals or entities, arbitrate any claim as a representative or non-representative member of a class, consolidate discovery across multiple individual arbitrations, or arbitrate any claim in a private attorney general capacity. Accordingly, the parties agree that the JAMS Class Action Procedures do not apply.

(f) Confidentiality. The parties will maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law, including open records laws, or judicial decision.

(g) Severability. A court may sever any portion of this Schedule that it finds to be unenforceable, except for the prohibitions on class, representative, and private attorney general arbitration.

(h) Venue. Any arbitration must be held in Fulton County, Georgia unless another location is mutually agreed to by the parties. If for any reason this arbitration agreement is later held to be unenforceable, the parties (i) agree that any lawsuit or action relating to any Claim between them must be filed in the Superior Court of Fulton County, Georgia, and (ii) to the extent permitted by law, IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR ACTION RELATING TO ANY CLAIM. Each party irrevocably submits to the exclusive jurisdiction and venue of the Superior Court of Fulton County, Georgia in any lawsuit respecting Claim. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such proceeding. The parties further agree, to the extent permitted by law, that any final and unappealable judgment against any of them in any proceeding contemplated above will be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which will be conclusive evidence of the fact and amount of such judgment.

Schedule 3

Non-Georgia Member Board Position Election Procedure

The three Non-Georgia Member Board positions, the terms of which will begin upon the conclusion of each of their respective **three-year term (except as provided below)**, the beginning of which being in calendar year 2017, and ending upon the election of a successor to each such position, will be elected by an election committee composed of delegates of the Non-Georgia Members in accordance with procedures substantially similar to the Board election procedures provided for in the Act for Georgia Members or appointed, as applicable, provided that:

- (a) The first Non-Georgia Member Board position will be appointed by the largest Non-Georgia Member based on annual quantities of MCF purchased from the Authority during the immediately preceding calendar year (“Largest Non-Georgia Member”) calculated during the calendar year in which such appointment is to be made. The initial term of such first Non-Georgia Member Board position shall be one year. Any mid-term vacancy of such position may be filled by appointment by the Largest Non-Georgia Member as of the date of such appointment.
- (b) The second Non-Georgia Member Board position will be elected by election committee members of the Non-Georgia Members with, individually, annual quantities of MCF purchased from the Authority during the immediately preceding calendar year that are greater than or equal to the median quantity of MCF purchased from the Authority by all Non-Georgia Members, excluding the Largest Non-Georgia Member, during the immediately preceding calendar year. The initial term of such second Non-Georgia Member Board position shall be two years. Any mid-term vacancy of such position may be filled via a special election in accordance with procedures substantially similar to the Board election procedures for Georgia Members.
- (c) The third Non-Georgia Member Board position will be elected by election committee members of the Non-Georgia Members with, individually, annual quantities of MCF purchased from the Authority during the immediately preceding calendar year that are less than the median quantity of MCF purchased from the Authority by all Non-Georgia Members, excluding the Largest Non-Georgia Member, during the immediately preceding calendar year. The initial term of such third Non-Georgia Member Board position shall be three years. Any mid-term vacancy of such position may be filled via a special election in accordance with procedures substantially similar to the Board election procedures for Georgia Members.
- (d) Nominations and voting may occur in writing in lieu of a meeting, including by email and facsimile.

Exhibit “B”

FIRST AMENDMENT TO GAS SUPPLY CONTRACT
Between
Municipal Gas Authority of Georgia
and
City of Cartersville, Georgia

This **FIRST AMENDMENT TO CONTRACT**, made and entered into as of September 1, 2023, by and between **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 by and existing under the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Sections 46-4-80 through 46-4-125, as amended (the “Act”), and the **City of Cartersville, Georgia**, a municipal corporation of the State of Georgia (the “Member”),

WITNESSETH
THAT:

WHEREAS, the Member owns and operates a gas distribution system as contemplated by Section 46-4-100 of the Act and has determined to contract with the Gas Authority pursuant to the Act; and

WHEREAS, the Gas Authority and the Member have heretofore entered into a Gas Supply Contract (the “Gas Supply Contract”), providing for a term ending December 31, 2050, subject to certain rights of the Member to elect Resigning Member Status (defined in the Gas Supply Contract) as defined in the Gas Supply Contract; 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 that own and operate gas distributions systems (each, a “Member,” and collectively, the “Members”); and

WHEREAS, the Gas Authority and the Members are contemplating the acquisition of long-term gas supplies or contract rights that may have contract terms expiring after the current expiration date of the Gas Supply Contracts; and

WHEREAS, the Gas Authority and the Member have determined that it is in the best interest of the Gas Authority and its Members to provide for the extension of the term of the Gas Supply Contract for an additional ten years; and

WHEREAS, Section 806 of the Gas Supply Contract provides that, subject to the terms of any debt instrument relating to Authorized Debt (defined in the Gas Supply Contract), the Gas Supply Contract may be amended by instrument in writing executed with the same formality as the Gas Supply Contract; and

WHEREAS, pursuant to Section 705 of the Gas Supply Contract, the Member has acknowledged and agreed that the Gas Authority may assign and pledge to any person to whom amounts are owing under

Authorized Debt its right, title and interests in and to all or any portion of the payments to be made to the Gas Authority under the provisions of the Gas Supply Contract and any Supplemental Contracts; and

WHEREAS, the Member has acknowledged pursuant to Section 405 of the Supplemental Contracts it has entered into pursuant to the terms of the Gas Supply Contract that all payments to be made by the Member pursuant to the provisions of such Article IV shall be pledged to secure the payment of the Gas Authority’s Bonds; and

WHEREAS, the Gas Revenue Bond Resolutions (collectively the “Resolutions”) permits the extension of the term of the Gas Supply Contract; and

WHEREAS, the Gas Authority and the Member have caused to be prepared this First Amendment to Gas Supply Contract (the “First Amendment”) to provide for the extension of the term of each of the Gas Supply Contracts with the Members;

NOW, THEREFORE: For and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Term. Section 101 of the Gas Supply Contract is hereby amended to extend the term stated therein for an additional ten years beyond the original December 31, 2050 to December 31, 2060, and to extend the right of the Member to elect Resigning Member Status as provided in Section 101 of the Gas Supply Contract on each successive fifth anniversary after December 31, 2025 through December 31, 2055.

Section 2. This First Amendment shall be read and taken together with the Gas Supply Contract as one and the same instrument. The Gas Supply Contract, as amended by this First Amendment, is hereby ratified and affirmed in all respects.

MUNICIPAL GAS AUTHORITY OF GEORGIA

APPROVED AS TO FORM:

BY: _____
PRESIDENT AND
CHIEF EXECUTIVE OFFICER

GENERAL COUNSEL

ATTEST: _____
ASST. SECRETARY-TREASURER

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CARTERSVILLE, GEORGIA

APPROVED AS TO FORM:

BY: _____
Matt Santini, Mayor

City Attorney

ATTEST: _____
Julia Drake, City Clerk

(SEAL)

Exhibit “C”

**INDEMNITY SHARE
SUPPLEMENTAL CONTRACT**

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

and

CITY OF CARTERSVILLE, GEORGIA

(GAS PORTFOLIO III PROJECT)

This Contract, made and entered into as of September 1, 2023, 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 CARTERSVILLE, GEORGIA**, a political subdivision of the State of Georgia, hereinafter sometimes designated as the Member,

**WITNESSETH
THAT:**

WHEREAS, the Member owns and operates a gas distribution system and has determined to contract with the Gas Authority; 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 political subdivisions and systems that own and operate gas distribution systems (each, a “Member” and collectively, the “Members”); 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, will 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 the first date set forth above, its effective date, and will 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 will have the same meaning when used herein as defined in said Code Section.

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

(b) As used herein, the term:

(1) “Annual Project Costs” means the Project Costs applicable to a Gas Supply Year.

(2) “Bond Resolution” means the Gas Portfolio III 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” means 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 will be subordinated as to payment to any other issue of such Bonds, and will 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” means Debt Service on the Bonds.

(6) “Gas Supply Year” means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) “Indemnity Share” means the amount determined in accordance with Sections 401 and 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 political subdivisions 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” means the political subdivision or system that is a party to this Contract, or collectively, all of the Georgia political subdivisions 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 political subdivisions or systems executing similar Contracts as Indemnity Share Members.

(10) “MCF” means thousand cubic feet.

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

(12) “Obligation Share” means, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) “Project” means 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 will 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 will 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 will 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 will prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member will provide to the Gas Authority, in such form as will 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 will be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than will 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 will be included in the Gas Authority's financial statements, which will 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, 2014, with a maximum principal amount outstanding at any one time of \$1,500,000,000; provided, however, that such limitation will not apply to any price or interest rate hedges or swap agreements entered into in connection with projects financed by any such Bonds. Each series of Bonds shall have a final maturity not in excess of 15 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 will 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

INDEMNITY SHARES

Section 401. Indemnity Shares.

Each of the Indemnity Share Members initially participating in the Project have been assigned an Indemnity Share as set forth in the Schedule of Indemnity 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 the Obligation Share Members should be required to pay amounts based upon their Obligation Shares, then the Member agrees 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 the Member's Indemnity Share of the amount required to be paid by that Obligation Share Member. The Member must satisfy this obligation to indemnify such Obligation Share Members by paying its total Indemnity Share for each of such Obligation Share Members directly to the Gas Authority for credit to each such Obligation Share Member's account under its respective Gas Supply Contract. The Member shall not be entitled to the payment of any indemnity share by any Indemnity Share Member.

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 Indemnity Share of Project Costs as set forth in the Schedule of Indemnity 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 will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will 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 will 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 will, 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 will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation will 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 will be pledged to secure the payment of the Gas Authority's Bonds.

Section 406. Levy of Tax for Payment.

The Member will 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 will 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 will 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 will 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 will 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 will not be relieved of its liability for payment of the amounts in default, and the Gas Authority will 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 will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Member will continue as though no such proceedings had been taken.

ARTICLE VII

MISCELLANEOUS GENERAL PROVISIONS

Section 701. Character and Continuity of Service.

The Gas Authority will 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 will be grounds for the termination or suspension of the payments due from the Member hereunder.

Section 702. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which will 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 will be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment will 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 will 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 will 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 will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will 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 will 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: _____

PRESIDENT

GENERAL COUNSEL

ATTEST: _____

ASST. SECRETARY-TREASURER

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CARTERSVILLE, GEORGIA

APPROVED AS TO FORM:

BY: _____
Matt Santini, MAYOR

CITY ATTORNEY

ATTEST: _____
Julia Drake, CITY CLERK

(SEAL)

MUNICIPAL GAS AUTHORITY OF GEORGIA

**SCHEDULE OF MEMBER OBLIGATION AND IMDEMNITY SHARE
PERCENTAGES FOR GAS SUPPLY PORTFOLIO III PROJECT UPDATED TO ADD CARTERSVILLE**

Obligation Share Members	Obligation Share	Indemnity Share
Adairsville	0.7408%	0.5442%
Adel	0.8363%	0.6144%
Americus	0.8860%	0.6509%
Ashburn	0.0815%	0.0599%
Bainbridge	0.6713%	0.4931%
Blakely	0.4354%	0.3199%
Bowman	0.0414%	0.0304%
Buford	7.1732%	5.2696%
Byron	0.1303%	0.0957%
Cairo	0.3970%	0.2916%
Camilla	1.3369%	0.9821%
Claxton	0.7597%	0.5581%
Cochran	0.5243%	0.3852%
Commerce	2.8837%	2.1185%
Covington	6.1098%	4.4884%
Dawson	1.0185%	0.7482%
Doerun	0.0703%	0.0516%
Donalsonville	0.1222%	0.0898%
Douglas	1.8035%	1.3249%
Eatonton	0.5078%	0.3730%
Edison	0.1084%	0.0796%
Elberton	1.3185%	0.9686%
Fitzgerald	2.3665%	1.7385%
Fort Valley	1.5460%	1.1358%
Grantville	0.1063%	0.0781%
Greensboro	1.1452%	0.8413%
Hartwell	1.0279%	0.7551%
Hogansville	0.3343%	0.2456%
LaFayette	0.8304%	0.6100%
Lawrenceville	10.5482%	7.7490%
Louisville	0.3199%	0.2350%
Lumpkin	0.0207%	0.0152%
Madison	0.7005%	0.5146%
Manchester	0.3496%	0.2568%
Millen	0.2192%	0.1610%
Monroe	1.1532%	0.8472%
Monticello	1.5325%	1.1258%
Moultrie	1.1436%	0.8401%
Nashville	0.2583%	0.1898%
Pelham	0.0927%	0.0681%
Perry	0.9021%	0.6627%
Quitman	0.2002%	0.1470%
Royston	0.7491%	0.5503%
Social Circle	1.1436%	0.8401%
Sparta	0.2371%	0.1742%
Statesboro	1.6726%	1.2288%
Sugar Hill	1.9234%	1.4129%
Summerville	4.3429%	3.1904%
Sylvania	2.1835%	1.6040%

MUNICIPAL GAS AUTHORITY OF GEORGIA

SCHEDULE OF MEMBER OBLIGATION AND IMDEMNITY SHARE PERCENTAGES FOR GAS SUPPLY PORTFOLIO III PROJECT UPDATED TO ADD CARTERSVILLE

Obligation Share Members	Obligation Share	Indemnity Share
Sylvester	0.2820%	0.2072%
Thomasville	1.3551%	0.9955%
Thomson	4.3244%	3.1768%
Tifton	1.4146%	1.0392%
Toccoa	3.5064%	2.5759%
Trion	1.3806%	1.0143%
Union Point	1.3606%	0.9995%
Vienna	0.8978%	0.6595%
Warner Robins	11.6428%	8.5531%
Waynesboro	0.4189%	0.3078%
West Point	0.4101%	0.3012%
Winder	2.7139%	1.9937%
Wrens	5.2862%	3.8834%
Total	100%	73%

Georgia Indemnity Only Members		
Albany	N/A	3.0199%
Andersonville	N/A	0.0056%
Cartersville	N/A	9.2849%
Colquitt	N/A	0.0418%
Decatur County	N/A	0.1364%
Dublin	N/A	1.2362%
Hawkinsville	N/A	0.9675%
Non-Georgia Members		
Alexander City, Alabama	N/A	0.6751%
Chambersburg, Pennsylvania	N/A	3.1032%
East Central Alabama Gas District	N/A	0.7029%
Havanna, Florida	N/A	0.0500%
Jasper, Florida	N/A	0.1173%
Lanett, Alabama	N/A	0.2355%
Lawrenceburg, Tennessee	N/A	1.2437%
Maplesville, Alabama	N/A	0.1080%
Mulga, Alabama	N/A	0.0920%
Quincy, Florida	N/A	0.4074%
Roanoke, Alabama	N/A	0.4916%
Rockford, Alabama	N/A	0.0134%
Smyrna, Tennessee	N/A	4.6273%
South Alabama Gas District (Butler Division)	N/A	0.0573%
Wadley, Alabama	N/A	0.1451%
Wedowee, Alabama	N/A	0.0873%
Total Indemnity Shares		100%

Exhibit “D”

**INDEMNITY SHARE
SUPPLEMENTAL CONTRACT**

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

and

CITY OF CARTERSVILLE, GEORGIA

(GAS PORTFOLIO IV PROJECT)

This Contract, made and entered into as of September 1, 2023, 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 CARTERSVILLE, GEORGIA**, a political subdivision of the State of Georgia, hereinafter sometimes designated as the Member,

**W I T N E S S E T H
T H A T :**

WHEREAS, the Member owns and operates a gas distribution system and has determined to contract with the Gas Authority; 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 political subdivisions and systems that own and operate gas distribution systems (each, a “Member” and collectively, the “Members”); 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, will 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 the first date set forth above, its effective date, and will 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 will have the same meaning when used herein as defined in said Code Section.

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

(b) As used herein, the term:

(1) “Annual Project Costs” means the Project Costs applicable to a Gas Supply Year.

(2) “Bond Resolution” means 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” means 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 will be subordinated as to payment to any other issue of such Bonds, and will 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” means Debt Service on the Bonds.

(6) “Gas Supply Year” means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) “Indemnity Share” means the amount determined in accordance with Sections 401 and 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 political subdivisions 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” means the political subdivision or system that is a party to this Contract, or collectively, all of the Georgia political subdivisions 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 political subdivisions or systems executing similar Contracts as Indemnity Share Members.

(10) “MCF” means thousand cubic feet.

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

(12) “Obligation Share” means, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) “Project” means 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 will 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 will 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 will 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 will prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member will provide to the Gas Authority, in such form as will 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 will be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than will 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 will be included in the Gas Authority's financial statements, which will 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 will 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 will be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract (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 will 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 will 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

INDEMNITY SHARES

Section 401. Indemnity Shares.

Each of the Indemnity Share Members initially participating in the Project have been assigned an Indemnity Share as set forth in the Schedule of Indemnity 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 the Obligation Share Members should be required to pay amounts based upon their Obligation Shares, then the Member agrees 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 the Member's Indemnity Share of the amount required to be paid by that Obligation Share Member. The Member must satisfy this obligation to indemnify such Obligation Share Members by paying its total Indemnity Share for each of such Obligation Share Members directly to the Gas Authority for credit to each such Obligation Share Member's account under its respective Gas Supply Contract. The Member shall not be entitled to the payment of any indemnity share by any Indemnity Share Member.

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 Indemnity Share of Project Costs as set forth in the Schedule of Indemnity 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 will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will 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 will 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 will, 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 will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation will 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 will be pledged to secure the payment of the Gas Authority's Bonds.

Section 406. Levy of Tax for Payment.

The Member will 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 will 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 will 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 will 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 will 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 will not be relieved of its liability for payment of the amounts in default, and the Gas Authority will 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 will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Member will continue as though no such proceedings had been taken.

ARTICLE VII

MISCELLANEOUS GENERAL PROVISIONS

Section 701. Character and Continuity of Service.

The Gas Authority will 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 will be grounds for the termination or suspension of the payments due from the Member hereunder.

Section 702. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which will 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 will be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such

amendment. No amendment will 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 will 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 will 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 will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will 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 will 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: _____

PRESIDENT AND
CHIEF EXECUTIVE OFFICER

GENERAL COUNSEL

ATTEST: _____

ASST. SECRETARY-TREASURER

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CARTERSVILLE, GEORGIA

APPROVED AS TO FORM:

BY: _____
Matt Santini, MAYOR

CITY ATTORNEY

ATTEST: _____
Julia Drake, CITY CLERK

(SEAL)

MUNICIPAL GAS AUTHORITY OF GEORGIA

**SCHEDULE OF MEMBER OBLIGATION AND INDEMNITY SHARE
PERCENTAGES FOR GAS SUPPLY PORTFOLIO IV PROJECT**

Obligation Share Members	Obligation Share	Indemnity Share
Adairsville	1.7617%	1.4866%
Adel	0.3523%	0.2973%
Albany	6.0473%	5.1030%
Americus	0.6237%	0.5263%
Andersonville	0.0041%	0.0035%
Ashburn	0.0843%	0.0711%
Bainbridge	0.5633%	0.4753%
Blakely	0.4003%	0.3378%
Bowman	0.0207%	0.0175%
Buford	6.9329%	5.8502%
Byron	0.2402%	0.2027%
Cairo	0.2431%	0.2051%
Camilla	1.8369%	1.5500%
Claxton	0.7173%	0.6053%
Cochran	0.6276%	0.5296%
Colquitt	0.0916%	0.0773%
Commerce	1.2472%	1.0525%
Covington	5.2303%	4.4135%
Dawson	0.9658%	0.8149%
Decatur County	0.2089%	0.1763%
Doerun	0.1087%	0.0917%
Donalsonville	0.1038%	0.0876%
Douglas	2.0451%	1.7257%
Dublin	6.1515%	5.1908%
Eatonton	0.3121%	0.2634%
Edison	0.0893%	0.0754%
Elberton	0.8932%	0.7537%
Fitzgerald	1.9984%	1.6863%
Fort Valley	1.1721%	0.9891%
Grantville	0.0688%	0.0580%
Greensboro	1.8174%	1.5336%
Hartwell	1.1097%	0.9364%
Hawkinsville	1.1353%	0.9580%
Hogansville	0.2964%	0.2501%
LaFayette	0.6212%	0.5242%
Lawrenceville	8.8913%	7.5028%
Louisville	0.2451%	0.2068%
Lumpkin	0.0627%	0.0529%
Madison	0.8168%	0.6892%
Manchester	0.0725%	0.0612%
Millen	0.1798%	0.1517%
Monroe	0.7630%	0.6438%
Monticello	1.4447%	1.2191%
Moultrie	0.6043%	0.5099%
Nashville	0.3687%	0.3111%
Pelham	0.0469%	0.0396%
Perry	1.5754%	1.3294%

MUNICIPAL GAS AUTHORITY OF GEORGIA

SCHEDULE OF MEMBER OBLIGATION AND INDEMNITY SHARE PERCENTAGES FOR GAS SUPPLY PORTFOLIO IV PROJECT

Obligation Share Members	Obligation Share	Indemnity Share
Quitman	0.3363%	0.2837%
Royston	0.6112%	0.5158%
Social Circle	1.2409%	1.0471%
Sparta	0.1698%	0.1433%
Statesboro	1.4703%	1.2407%
Sugar Hill	1.7322%	1.4617%
Summerville	2.0063%	1.6930%
Sylvania	2.2271%	1.8793%
Sylvester	0.3040%	0.2565%
Thomasville	1.1357%	0.9583%
Thomson	3.8234%	3.2263%
Tifton	1.2274%	1.0357%
Toccoa	3.3229%	2.8040%
Trion	4.2232%	3.5637%
Union Point	0.1608%	0.1357%
Vienna	0.4654%	0.3927%
Warner Robins	10.9510%	9.2408%
Waynesboro	0.3236%	0.2731%
West Point	0.3362%	0.2837%
Winder	2.7388%	2.3111%
Total	100%	84%

GA Indemnity Only Members		
Cartersville	N/A	9.0366%
Non-Georgia Members		
Alexander City, Alabama	N/A	0.6571%
Chambersburg, Pennsylvania	N/A	2.5312%
East Central Alabama Gas District	N/A	0.7614%
Havanna, Florida	N/A	0.0296%
Jasper, Florida	N/A	0.1058%
Lanett, Alabama	N/A	0.1524%
Lawrenceburg, Tennessee	N/A	1.3364%
Maplesville, Alabama	N/A	0.0582%
Quincy, Florida	N/A	0.3415%
Roanoke, Alabama	N/A	0.4165%
Rockford, Alabama	N/A	0.0082%
Wadley, Alabama	N/A	0.1075%
Wedowee, Alabama	N/A	0.0742%
Total Indemnity Shares		100%

Exhibit “E”

**INDEMNITY SHARE
SUPPLEMENTAL CONTRACT**

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

and

CITY OF CARTERSVILLE, GEORGIA

(GAS PORTFOLIO V PROJECT)

This Contract, made and entered into as of September 1, 2023, 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 CARTERSVILLE, GEORGIA**, a political subdivision of the State of Georgia, hereinafter sometimes designated as the Member,

**W I T N E S S E T H
T H A T :**

WHEREAS, the Member owns and operates a gas distribution system and has determined to contract with the Gas Authority; 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 political subdivisions and systems that own and operate gas distribution systems (each, a “Member” and collectively, the “Members”); 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, will 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 the first date set forth above, its effective date, and will 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 will have the same meaning when used herein as defined in said Code Section.

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

(b) As used herein, the term:

(1) “Annual Project Costs” means the Project Costs applicable to a Gas Supply Year.

(2) “Bond Resolution” means the Gas Portfolio V 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” means 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 will be subordinated as to payment to any other issue of such Bonds, and will 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” means Debt Service on the Bonds.

(6) “Gas Supply Year” means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) “Indemnity Share” means the amount determined in accordance with Sections 401 and 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 political subdivisions 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” means the political subdivision or system that is a party to this Contract, or collectively, all of the Georgia political subdivisions 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 political subdivisions or systems executing similar Contracts as Indemnity Share Members.

(10) “MCF” means thousand cubic feet.

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

(12) “Obligation Share” means, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) “Project” means 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 will 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 will 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 will 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 will prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member will provide to the Gas Authority, in such form as will 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 will be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than will 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 will be included in the Gas Authority's financial statements, which will 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, 2030, with a maximum principal amount outstanding at any one time of \$831,500,000; provided however, that such limitation will 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 will be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract (Gas Portfolio IV Project), between the Gas Authority and the Member, as amended, are retired, up to a maximum aggregate principal amount of \$1,000,000,000 outstanding at any one time hereunder. Each series of Bonds will have a final maturity of no more than 30 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 will 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

INDEMNITY SHARES

Section 401. Indemnity Shares.

Each of the Indemnity Share Members initially participating in the Project have been assigned an Indemnity Share as set forth in the Schedule of Indemnity 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 the Obligation Share Members should be required to pay amounts based upon their

Obligation Shares, then the Member agrees 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 the Member's Indemnity Share of the amount required to be paid by that Obligation Share Member. The Member must satisfy this obligation to indemnify such Obligation Share Members by paying its total Indemnity Share for each of such Obligation Share Members directly to the Gas Authority for credit to each such Obligation Share Member's account under its respective Gas Supply Contract. The Member will not be entitled to the payment of any indemnity share by any Indemnity Share Member.

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 will 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 will 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 Indemnity Share of Project Costs as set forth in the Schedule of Indemnity 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 will be absolute and unconditional and will 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 will have been fully paid or provision for the payment thereof will have been made, the Member will 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 will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will 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 will 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 will, 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 will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation will 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 will be pledged to secure the payment of the Gas Authority's Bonds.

Section 406. Levy of Tax for Payment.

The Member will 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 will 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 will 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 will 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 will 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 will not be relieved of its liability for payment of the amounts in default, and the Gas Authority will 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 enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

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 enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

Section 605. Abandonment of Remedy.

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Member will continue as though no such proceedings had been taken.

ARTICLE VII

MISCELLANEOUS GENERAL PROVISIONS

Section 701. Character and Continuity of Service.

The Gas Authority will 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 will be grounds for the termination or suspension of the payments due from the Member hereunder.

Section 702. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which will 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 will be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment will 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 will 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 will 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 will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will 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 will 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: _____
PRESIDENT AND
CHIEF EXECUTIVE OFFICER

GENERAL COUNSEL

ATTEST: _____
ASST. SECRETARY-TREASURER

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF CARTERSVILLE, GEORGIA

APPROVED AS TO FORM:

BY: _____
Matt Santini, MAYOR

CITY ATTORNEY

ATTEST: _____
Julia Drake, CITY CLERK

(SEAL)

MUNICIPAL GAS AUTHORITY OF GEORGIA

**SCHEDULE OF MEMBER OBLIGATION AND INDEMNITY SHARE
PERCENTAGES FOR GAS SUPPLY PORTFOLIO V PROJECT**

Obligation Share Members	Obligation Share	Indemnity Share
Adairsville	2.1765%	1.8468%
Adel	0.4268%	0.3621%
Albany	5.2496%	4.4544%
Americus	0.6009%	0.5099%
Andersonville	0.0039%	0.0033%
Ashburn	0.1325%	0.1124%
Bainbridge	0.5902%	0.5008%
Blakely	0.3881%	0.3293%
Bowman	0.0253%	0.0215%
Buford	7.9261%	6.7255%
Byron	0.3508%	0.2977%
Cairo	0.2597%	0.2204%
Camilla	1.5852%	1.3450%
Claxton	0.6678%	0.5666%
Cochran	0.8944%	0.7589%
Colquitt	0.0744%	0.0631%
Commerce	1.3407%	1.1376%
Covington	5.4239%	4.6023%
Dawson	0.7442%	0.6315%
Decatur County	0.1691%	0.1435%
Doerun	0.1000%	0.0849%
Donalsonville	0.1006%	0.0854%
Douglas	2.1188%	1.7978%
Dublin	4.6093%	3.9111%
Eatonton	0.3168%	0.2688%
Edison	0.0882%	0.0749%
Elberton	0.9973%	0.8462%
Fitzgerald	2.0206%	1.7145%
Fort Valley	1.5200%	1.2897%
Grantville	0.0751%	0.0638%
Greensboro	1.9192%	1.6285%
Hartwell	1.1710%	0.9937%
Hawkinsville	2.0803%	1.7652%
Hogansville	0.2914%	0.2473%
LaFayette	0.6074%	0.5154%
Lawrenceville	9.5823%	8.1308%
Louisville	0.2542%	0.2157%
Lumpkin	0.0611%	0.0518%
Madison	0.9293%	0.7885%
Millen	0.3215%	0.2728%
Monroe	0.7704%	0.6537%
Monticello	0.1931%	0.1639%
Moultrie	0.7868%	0.6676%
Nashville	0.4219%	0.3580%
Pelham	0.0569%	0.0483%
Perry	1.7383%	1.4750%
Quitman	0.3228%	0.2739%

MUNICIPAL GAS AUTHORITY OF GEORGIA

SCHEDULE OF MEMBER OBLIGATION AND INDEMNITY SHARE PERCENTAGES FOR GAS SUPPLY PORTFOLIO V PROJECT

Obligation Share Members	Obligation Share	Indemnity Share
Royston	0.6167%	0.5232%
Social Circle	1.5774%	1.3384%
Sparta	0.1862%	0.1580%
Statesboro	1.4216%	1.2063%
Sugar Hill	1.9287%	1.6366%
Summerville	1.8870%	1.6011%
Sylvania	2.2444%	1.9044%
Sylvester	0.2764%	0.2346%
Thomasville	1.1134%	0.9447%
Thomson	3.4910%	2.9622%
Tifton	1.2585%	1.0678%
Toccoa	3.4520%	2.9291%
Trion	4.1046%	3.4829%
Union Point	0.1010%	0.0857%
Vienna	0.5645%	0.4790%
Warner Robins	9.7311%	8.2571%
Waynesboro	0.3213%	0.2726%
West Point	0.3420%	0.2902%
Winder	2.8975%	2.4586%
Total	100%	85%

GA Indemnity Only Members		
Cartersville	N/A	8.5009%
Non-Georgia Members		
Alexander City, Alabama	N/A	0.6310%
Chambersburg, Pennsylvania	N/A	2.5064%
East Central Alabama Gas District	N/A	0.8138%
Havanna, Florida	N/A	0.0457%
Jasper, Florida	N/A	0.1036%
Lanett, Alabama	N/A	0.1588%
Lawrenceburg, Tennessee	N/A	1.4631%
Maplesville, Alabama	N/A	0.0531%
Mulga, Alabama	N/A	0.0860%
Quincy, Florida	N/A	0.2949%
Roanoke, Alabama	N/A	0.3343%
Rockford, Alabama	N/A	0.0089%
Wadley, Alabama	N/A	0.0628%
Wedowee, Alabama	N/A	0.0845%
Total Indemnity Shares		100%

CERTIFICATION

I, the undersigned, Clerk of the of the City of Cartersville, Georgia (the "City"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the Resolution duly adopted by the governing body of the City at a public meeting held on the ____ day of July, 2023, duly called in compliance with the laws of the State of Georgia, at which a quorum was present and acting throughout, the original of which Resolution has been duly recorded in the Minute Book of the City, which is in my custody and control, and that the Resolution has not been rescinded or modified and is now in full force and effect.

GIVEN under the seal of the City this ____ day of July, 2023.

Julia Drake, City Clerk

[SEAL]



CITY COUNCIL ITEM SUMMARY

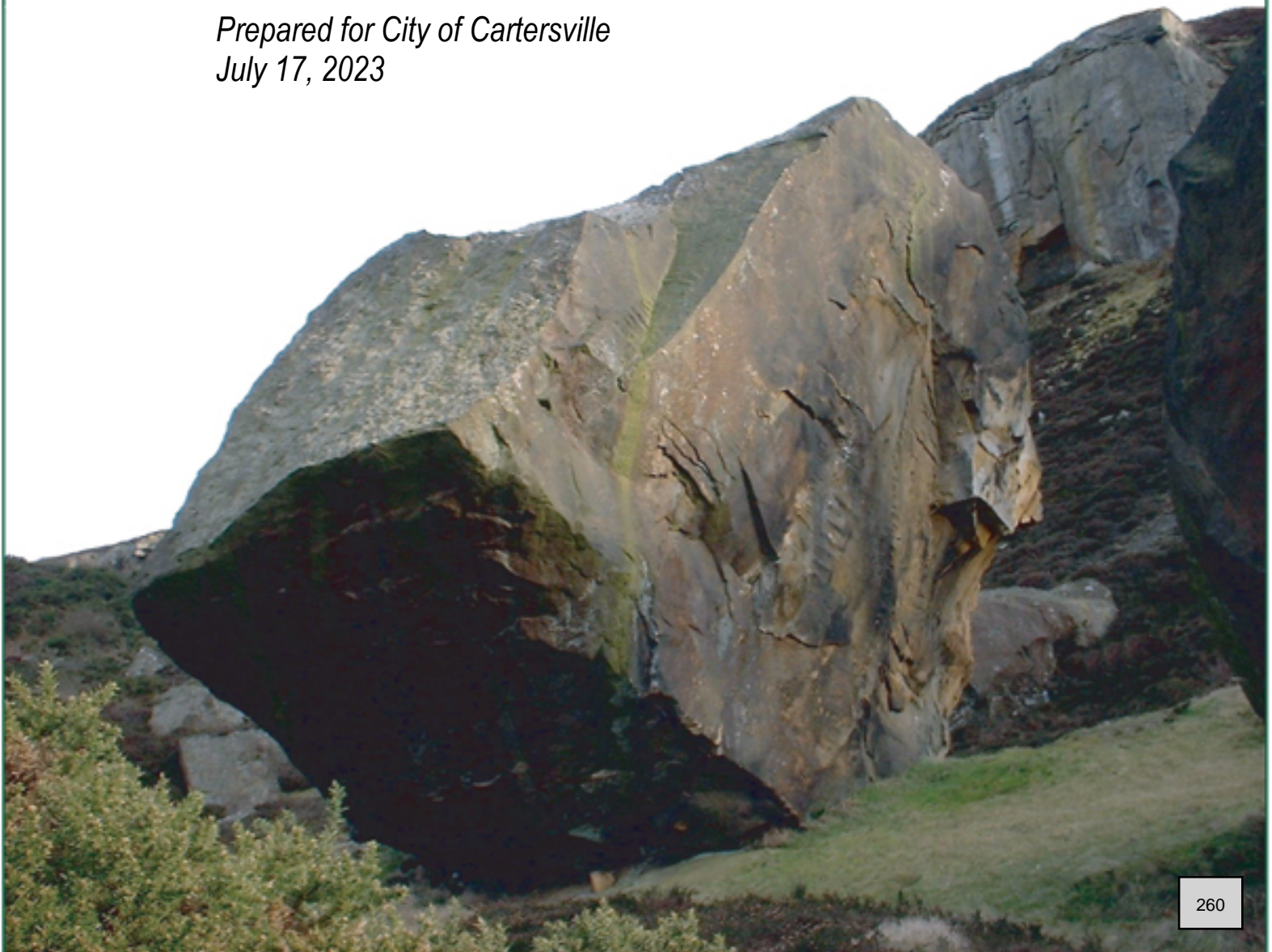
MEETING DATE:	July 20, 2023
SUBCATEGORY:	Contracts/Agreements
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Subsurface Exploration and Geotechnical Engineering Evaluation
DEPARTMENT SUMMARY RECOMMENDATION:	Geo-Hydro Engineers will provide geotechnical engineering services and an engineering report for the proposed site of the new Fire Station #5. We are asking for Council approval to enter into this agreement.
LEGAL:	Reviewed by Archer & Lovell



Proposal to Perform Subsurface Exploration
and Geotechnical Engineering Evaluation

**Cartersville Fire Station #5
Old Cartersville Road
Cartersville, Georgia
Proposal Number 232086.P0**

*Prepared for City of Cartersville
July 17, 2023*



Mr. Freddy Morgan
City of Cartersville
P.O. Box 1390
1 North Erwin Street
Cartersville, Georgia 30120

July 17, 2023

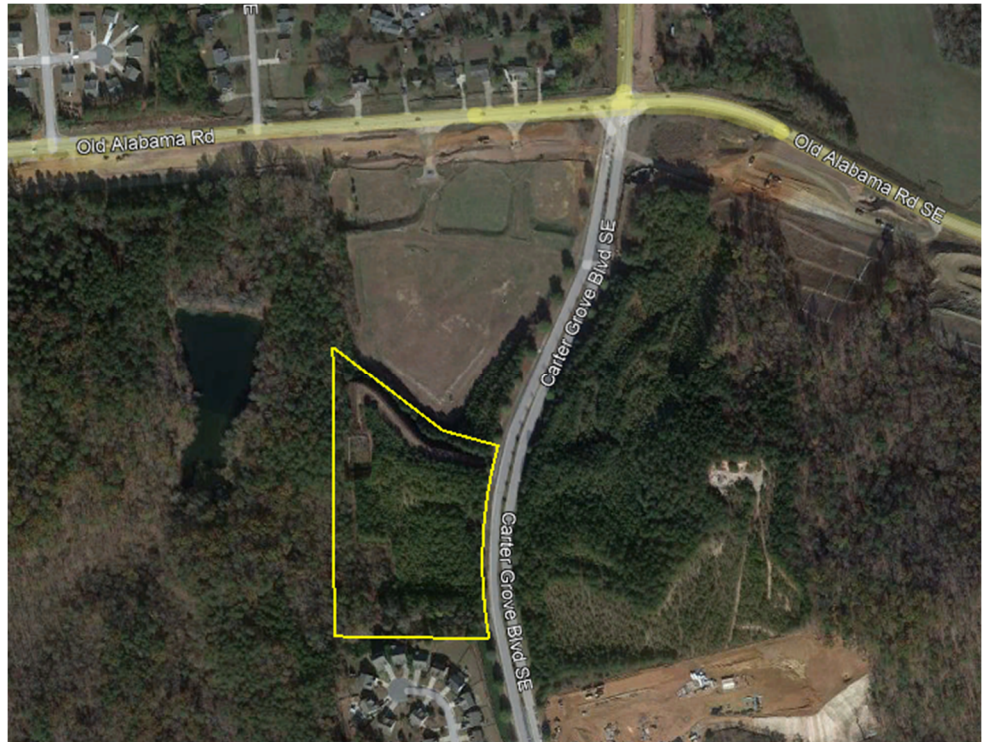
**Proposal to Perform Subsurface Exploration
and Geotechnical Engineering Evaluation
Cartersville Fire Station #5
Old Cartersville Road
Cartersville, Georgia
Proposal Number 232086.P0**

Dear Mr. Morgan:

Geo-Hydro Engineers, Inc. appreciates the opportunity to present this proposal to provide geotechnical services for the above referenced project. Our understanding of the project is based on our email correspondence with you, and our review of project documents provided to us.

The project consists of a new fire station building with living quarters, apparatus bay, parking areas, and a 3,600-square foot storage building. At the time of this proposal the project is in a conceptual phase and site grading and utility plans were not available. Based on our experience with similar projects, we have assumed that the building will have masonry load-bearing walls and a concrete slab-on-grade floor. We expect column loads to not exceed 50 kips and wall loads to be no greater than 5 kips per lineal foot.

The site is currently wooded. The site has been pregraded and is bound by several large mechanically stabilized earth (MSE) retaining walls. The annotated aerial photograph to the right shows the approximate project area and general site conditions.



SCOPE OF SERVICES

1. We will contact Georgia 811 for location of underground utilities. This is required by law. We also ask that the current property owner provide any available information regarding existing underground utilities in the work areas. Geo-Hydro will not be responsible for damage to unmarked underground utilities. Please see the attached *Underground Utilities Fact Sheet* for more information.
2. We will perform ten machine-drilled test borings at the approximate locations shown on the annotated site plan excerpt below. The boring locations will be adjusted based on topography, potential utility conflicts, and other access considerations. The borings will be extended to planned depths of 25 feet in the building footprints and 15 feet in parking/access drive areas. Standard penetration testing will be performed in accordance with ASTM D1586 in each boring at select depth intervals extending to the planned depth or to the depth of auger refusal, whichever occurs first. Our lump sum fee allows for a total of **220** feet of soil test boring only.



3. The project site is currently wooded. We will engage a loader and operator to clear access trails for our drilling equipment.

4. We will obtain groundwater readings at the time of drilling. The borings will be left open overnight to obtain stabilized 24-hour groundwater measurements. However, if safety concerns dictate otherwise, the borings may be backfilled with soil cuttings upon completion.
5. For the purpose of evaluating stormwater infiltration, we will advance two test boreholes in the existing detention pond. In each borehole, we will perform infiltration testing using an Aardvark constant head permeameter. The boreholes will be advanced using hand equipment to a depth of about 1 to 2 feet. If equipment refusal is encountered above the target depth, we will perform the infiltration test at the depth of auger refusal. We will report the infiltration rates in units of inches per hour.
6. Samples from the field operation will be physically examined, and a visual classification will be assigned in accordance with the Unified Soil Classification System.
7. Test boring records will be prepared which provide standard penetration resistances, detailed soil descriptions, and groundwater conditions. Significant soil strata will be delineated, and partially weathered rock or auger refusal will be identified where encountered.

Engineering Report

We will prepare an engineering report outlining the results of the exploration. We will present evaluations and recommendations concerning the following: site preparation, general foundation recommendations, groundwater elevations and their effect on the proposed construction, and remedial measures necessary to deal with soft or loose soils if they are encountered. More specifically, the report will present the following major sections:

- 1) Project Information: Our understanding of the proposed construction will be presented.
- 2) Exploratory Procedures: The report will describe the methods of subsurface exploration and laboratory testing.
- 3) Site and Subsurface Description: An overview of site conditions will be presented, general geologic conditions for the site will be discussed, and a detailed discussion of the subsurface soil and groundwater conditions will be presented.
- 4) Evaluations and Recommendations: Based upon the field exploration, laboratory testing, and our experience with similar site and subsoil conditions, we will present recommendations for several geotechnical aspects of the project as follows:
 - Site Preparation: We will present recommendations for methods of site preparation and any remedial measures that may be necessary. These remedial measures may include methods of dewatering the site, densification of soft and loose surficial soils, etc.

- Groundwater: We will provide recommendations for control of groundwater during construction and on a permanent basis, if necessary.
 - Excavation Characteristics: We will discuss the anticipated methods necessary to achieve excavation of subsurface materials based on the results of the borings.
 - Reuse of Excavated Materials as Structural Fill: We will discuss the suitability of excavated materials for reuse as structural fill based on visual soil classifications.
 - Structural Fill: We will provide recommendations for achieving high density structural fill.
 - Earth Slopes: We will present general recommendations for temporary construction slopes and permanent earth slopes.
 - Earth Pressure: We will provide recommendations for the calculation of design earth pressure on foundation/retaining walls. Recommendations will include equivalent fluid pressures for design purposes.
 - Foundation Design: We will provide recommendations for foundation design, including our evaluation of the suitability of shallow foundation support, and the allowable soil bearing pressure for support of shallow foundations. Estimates of settlement and lateral capacity will be provided. If an intermediate foundation system (aggregate piers or helical piers) appears necessary, we will provide design recommendations for those foundation options. Additional exploration will be necessary to allow full development of design recommendations for deep foundation systems.
 - Seismic Design: We will provide a *Site Class* (International Building Code), mapped spectral response accelerations (S_s , S_1), and design spectral response accelerations (S_{DS} , S_{D1}).
 - Slab-on-Grade Design: We will provide design recommendations for slab-on-grade construction, including a suggested modulus of subgrade reaction.
 - Pavement Design: We will provide recommendations for pavement design based on estimated subgrade CBR values, and traffic loading information to be provided by the project team.
 - Construction Materials Testing: We will recommend construction materials testing methods for site preparation, foundation excavations, structural fill, etc.
- 5) Appendix: The Appendix will contain test boring records, a test boring plan, laboratory test results, etc.

SITE-SPECIFIC SEISMIC ANALYSIS

As described above, we will provide IBC compliant seismic design parameters based on the subsurface exploration and the mapped spectral response accelerations. Depending on those values and the details of the proposed construction, it may be economically justified to perform more detailed site-specific seismic analysis as described in the following sections.

SHEAR WAVE VELOCITY PROFILE ANALYSIS (SWVPA)

Shear Wave Velocity Profile Analysis (SWVPA) can often yield a more favorable seismic *Site Class* than would be obtained from standard penetration test (SPT) data. Based on the results of the soil test borings, we will advise you of the potential for obtaining a more favorable *Site Class* using SWVPA. If necessary and authorized, Geo-Hydro will use multi-channel analysis of surface waves (MASW) to develop a profile of shear wave velocity for the site to a depth of 100 feet. Geo-Hydro will select the *Site Class* in accordance with the criteria in the IBC. Shear wave velocity is the preferred parameter for determining the site class in accordance with the IBC.

PROBABILISTIC SEISMIC HAZARD ANALYSIS (PSHA)

PSHA is a method allowed by the International Building Code (IBC) to determine S_S and S_1 values in lieu of using published map values provided in IBC (ASCE-7). Quite often the values resulting from PSHA are lower than the IBC map values. Lower values of S_S and S_1 result in reduced seismic base shear, which can result in structural cost savings.

If authorized, our site specific probabilistic seismic hazard analysis work will include the following:

- We will evaluate the existing seismicity record in the area of the site. We will examine regional geology as it relates to seismic hazard analysis.
- We will perform a probabilistic seismic hazard analysis to estimate the site-specific ground motion response in accordance with IBC 2018 and ASCE 7-16.
- We will report applicable site-specific seismic design parameters based on IBC 2018 including the most recent Georgia Amendments.

COST INFORMATION

Based on the Scope of Services outlined above, we will charge the following fees:

Task	Lump Sum Fee
Geotechnical Exploration and Report	\$10,400
Optional Services	Lump Sum Fee
Shear Wave Velocity Profile Analysis	\$1,200
Probabilistic Seismic Hazard Assessment	\$1,500

In the event that additional work is required beyond the outlined scope of services, we will notify you prior to commencing any additional work. A fee for additional work will be negotiated.

We will backfill the borings with soil cuttings after completion and clean up the work areas. Our work may result in some rutting of the ground surface or damage to landscaping. Additionally, our backfilled boreholes may present a tripping hazard after completion. We will make reasonable efforts to reduce the ground disturbance caused by the subsurface exploration, but periodic maintenance by the owner to relevel the ground may be necessary after completion of our work. Geo-Hydro will not be responsible for damage to persons or property related to ongoing settlement of the boreholes after completion of our work.

If landscape repairs or ground stabilization with straw or other erosion control are necessary, we will hire a landscaping or erosion control subcontractor. Landscape repair or stabilization work will be charged at our cost plus 15 percent.

COMMENTARY ON EXISTING MECHANICALLY STABILIZED EARTH (MSE) WALLS

The project site contains two relatively tall and long MSE walls. The current configuration of the planned fire station layout, as depicted on the preliminary site plan excerpt to the right, shows the buildings and pavements sited well away from the existing walls. As a matter of design, this is a favorable approach.

We understand that there is no information available regarding the design and construction of the MSE walls. Publicly available aerial photos (Google Earth) show that the MSE walls were constructed between 2007 and 2009. Considering the City will own these walls as part of the fire station project, we suggest performing a limited evaluation of the MSE walls including visual observations and limited sampling to discern the materials forming the reinforced zone of the walls, and possibly identify the spatial distribution (length and vertical spacing) of the reinforcing geogrid. We can discuss this task with you and its scope, and provide a scope of services and cost under separate cover.



* * * * *

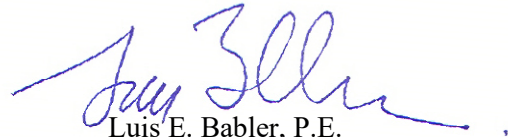
We are pleased to submit this proposal and look forward to working with you on this project. If this proposal is acceptable, we ask that you execute the attached agreement and return the original to us. If you have any questions concerning this proposal or any of our services, please call us.

Sincerely,

GEO-HYDRO ENGINEERS, INC.



John T. Redding, P.E.
Geotechnical Engineer
jredding@geohydro.com



Luis E. Babler, P.E.
Chief Engineer
luis@geohydro.com

JTR/LEB/232086.P0 - Cartersville Fire Station #5 leb

AGREEMENT

Meeting: July 20, 2023 Item 12.

Project Name: Cartersville Fire Station #5

Project Location: Cartersville, Georgia

Proposal Number: 232086.P0 Date: July 17, 2023

The Client, as identified and defined below, engages Geo-Hydro Engineers, Inc. to provide the services on the Project as detailed in the proposal previously provided to the Client, the terms of which are incorporated herein and made a part of this Agreement. The general terms and conditions on the following pages are likewise incorporated herein and are explicitly made part of this Agreement.

This Agreement is entered into this _____ day of _____, _____ between

Geo-Hydro Engineers, Inc. (“Consultant”) and _____ (“Client”).

GEO-HYDRO ENGINEERS, INC.

Client Firm Name

Signature of Authorized Agent

Signature of Authorized Agent

Print Name

Print Name and title

Title

Signature of City Clerk

Name of City Clerk (attesting to Mayor’s Signature)

Please complete information in box

Billing Entity Name _____	
Individual to Receive Invoices _____	
Email address _____	Phone No. _____
Street Address _____	
City and State: _____	



TERMS AND CONDITIONS OF SERVICE

Meeting: July 20, 2023 Item 12.

A. STANDARD OF CARE.

Services under this contract will be performed by Consultant in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same locality.

B. CERTIFICATION.

Consultant may employ sampling procedures during the course of the work. Client acknowledges that such procedures indicate actual conditions only at the precise locations and elevations from which samples were taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Consultant shall make certain inferences based on the results of sampling and any related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Consultant cannot guarantee the existence or absence of conditions which it may infer to exist. Client further acknowledges and agrees that Client shall not cause any resolution of a dispute, including, but not limited to, payment or settlement, contingent upon Consultant's certification of certain conditions, without first receiving Consultant's written certification regarding those conditions.

C. WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, CONSULTANT MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO CONSULTANT'S WRITTEN REPORTS, FINDINGS, OPINIONS, OR SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Consultant cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Consultant, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Consultant.

Client acknowledges and agrees that Consultant has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Consultant's sole role is to provide a service intended to benefit Client and that Consultant is performing no function at or association with the site that would classify Consultant as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

(i) SAMPLING OR TEST LOCATION.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Consultant's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated.

(ii) HAZARDOUS SUBSTANCES.

Client agrees to advise Consultant, in writing, of any hazardous substances on or near the site within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Consultant agrees to contain such materials in a manner approved by Consultant both during and at the completion of Consultant's field activities. Client understands and agrees that Client, and not Consultant, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Consultant's exploratory activities.

(iii) DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Consultant to take immediate measures to protect human health, safety, or the environment. Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Consultant to take any and all measures that in Consultant's professional opinion are justified to preserve and protect the health and safety of Consultant's personnel, and Client agrees to compensate Consultant for the additional cost of such work. In addition, Client waives any claim against Consultant, and agrees to indemnify, defend, and hold Consultant harmless from any claim or liability for injury, loss or perceived loss arising from Consultant's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

E. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Consultant will perform on Client's behalf, Client hereby waives any claim against Company, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of such claim, including, but not limited to, any attorneys' fees and expenses incurred by Consultant, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

F. SAMPLES, DATA AND RECORDS.

Consultant shall be the sole owner of any and all data gathered by Consultants or reports prepared by Consultant. No entity or individual, other than Consultant, its representatives, or Client, may use or rely upon any data collected by Consultant or reports prepared by Consultant. Except as expressly set forth in this Agreement, Consultant and Client do not intend the benefits of this Agreement, including, but not limited to, the samples, data, and records created by Consultant, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or

cause of action in favor of any such third party, against either Consultant or Client. Samples, data and records are subject to Georgia Open Records Law.

Routine test specimens will be discarded immediately upon completion of tests. Consultant shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Consultant's report to Client. If Client requests a longer period of storage, Consultant will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Consultant for at least three (3) years following completion of Consultant's services.

G. ENTRY.

Client shall provide Consultant, its representatives, and equipment with right of entry on to the Project site. Consultant will endeavor to minimize damage to the land upon which the project is located, however Consultant shall not be under any duty or responsibility whatsoever to restore the Project site to its condition prior to performance of any tests or borings unless a separate agreement to do so is acknowledged in writing with Client. Unless otherwise indicated, Consultant's scope of service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client hereby acknowledges that, unless some other arrangement is made in writing between Client and Consultant, Consultant cannot be held liable for any injuries or damages that may occur for Consultant's failure to perform services not included in the Proposal or this Agreement. Client further acknowledges that testing operations may result in damage to certain landscaping or improvements, due to the tests themselves, disposal of cuttings or ground water, movement of equipment, or due to other cause(s) that can commonly occur and are outside Consultant's control. Consultant will attempt to avoid causing damage, but Client understands and acknowledges that Consultant cannot guarantee damage will not occur and, accordingly, Client agrees to waive any claim against Consultant and to hold harmless, indemnify, and defend Consultant for any claim alleging injury or damage as a consequence of unfilled exploration holes on the site or any other disturbance to natural conditions of or any improvements on the site. Any costs of such restoration shall be added to our compensation pursuant to an agreed-upon price and terms set forth in a separate written agreement entered into between Consultant and Client.

H. FIELD MONITORING AND TESTING.

Whenever Consultant's personnel make on-site observations of materials and/or services provided by a contractor engaged by Client (the "Contractor"), Client agrees that Consultant is not responsible for the Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Consultant shall not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Consultant to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that our personnel are observing placement of all materials or that we assume any responsibility or liability for placing or directing placement of materials.

I. SAFETY.

During the provision of observations or monitoring services at the job site during construction, Client agrees that in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and are not limited to normal working hours. Any monitoring of the contractor's procedures conducted by

Consultant does not include review of Meeting: July 20, 2023 Item 12. measures in, on, adjacent to, or near the construction site.

J. FREEDOM TO REPORT.

It is contemplated that, during the course of this engagement, Consultant may be required to report on the past or current performance of others engaged or being considered for engagement directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims of libel or slander against Consultant and its present or former principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys (the "Consultant Representatives"). To help create an atmosphere in which Consultant's personnel feel free to express themselves candidly, Client agrees (1) to waive any claim against the Consultant Representatives and (2) to defend, indemnify, and hold harmless the Consultant Representatives from any claim or liability for injury or loss allegedly arising from professional opinions rendered by Consultant to Client or Client's agents, including, but not limited to, claims for slander or libel. Client further agrees to compensate the Consultant Representatives for any time spent or expenses incurred by the Consultant Representatives in defense of any such claim, in accordance with Consultant prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Consultant may be required by local, state, and/or federal statute and/or regulations to report the discovery of hazardous materials to a government agency, and that Consultant, when practical, will do so only after notifying Client. Client waives any cause of action, claim, suit, or demand associated with Consultant's compliance with its duties to report as required by local, state, and/or federal laws and regulations.

K. PAYMENT.

Client agrees to pay Consultant in full for all services provided by Consultant to Client. Time is of the essence regarding payment of Consultant's invoices. Client's obligation to pay Consultant is not dependent upon Client's ability to obtain financing, approval of any governmental or regulatory agency, or upon Client's successful completion of the Project. Consultant reserves the right to submit progress invoices to Client on a monthly basis and a final invoice upon completion of Consultant's work. Each invoice is due and payable to Consultant, by Client, immediately upon presentation. All amounts due to Consultant and not paid within thirty (30) days of the presentation of the invoice shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law) until paid in full.

If any obligation of Client hereunder is collected by legal proceeding, including, but not limited to, a demand letter, lawsuit, arbitration, and/or mediation, Client shall pay to Consultant, in addition to the amount due, all Costs of Collection (as defined below), including, but not limited to, fifteen percent (15%) of the total amount due by Client to Consultant as reasonable attorney's fees as well as all costs incurred by Consultant if the legal proceeding does not result in a lawsuit or arbitration proceeding, and thirty percent (30%) of the total amount due by Client to Consultant as reasonable attorneys' fees as well as all court costs incurred by Consultant if the legal proceeding results in a lawsuit or arbitration proceeding. "Costs of collection" shall include, but are not limited to, the hourly cost to Consultant for employee's time expended in collection efforts.

L. TERMINATION.

In the event that Client requests termination of the work prior to completion, Consultant reserves the right to complete such analysis and records as are necessary to place Consultant's files in order and to complete a report on the work performed to date. Client acknowledges and agrees that the amount of damages that Consultant will sustain in the event Client terminates this Agreement prior to Consultant's completion of its work required by the proposal and this Agreement will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Agreement prior to Consultant's completion of the work required by the proposal and this Agreement, Client shall be liable to Consultant for liquidated damages in the amount equal to thirty percent (30%) of all charges incurred as of the date of Client's termination of the Agreement (the "Liquidated Damages")

acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Consultant.

M. PROFESSIONAL LIABILITY.

Client agrees that the liability of Consultant and its principals, officers, shareholders, directors, agents, representatives, consultants, successors, insurers, and attorneys, to Client due to any negligent professional acts, errors or omissions, or breach of contract will be limited to an aggregate of \$500,000.00.

Consultant does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Consultant's performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Consultant is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Consultant's recommendations or instructions.

N. INDEMNIFICATION.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

O. CONFIDENTIALITY.

Consultant agrees to keep confidential and not to disclose to any person or entity, other than Consultant's principals and employees, any data or information not previously known to and generated by Consultant or furnished to Consultant and marked CONFIDENTIAL by Client ("Confidential Information"). These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim. City of Cartersville agreements are subject to Georgia Open Records Law.

P. NON-CIRCUMVENTION. (DELETED)

Q. GOVERNING LAW; VENUE.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed and construed by the laws of the State of Georgia, and Venue shall lie in the State of Georgia, Bartow County, for all causes of action under this Agreement.

R. SEVERANCE; SURVIVAL.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

S. EXECUTION.

This Agreement may be executed in Meeting: July 20, 2023 Item 12. in original, but all of which shall together constitute one document. In the event one or more of the parties intends to sign and deliver this Agreement by facsimile transmission, ".pdf", or "jpeg," each party agrees that the delivery of the Agreement by facsimile, ".pdf", or "jpeg" shall have the same force and effect as delivery of original signatures, and each party may use such facsimile, ".pdf", or "jpeg" signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

T. REPRESENTATIONS.

Client represents and warrants that it has full authority to enter into this Agreement and to consummate the transactions contemplated herein, and that this Agreement is not in conflict with any other Agreement to which Client is a party or by which it may be bound.

U. MISCELLANEOUS.

This instrument constitutes the entire agreement of the parties. There are no terms or conditions except those set forth herein. This Agreement may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Agreement and specifies the amendment made. No waiver of any breach of this Agreement shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Agreement is governed by the laws of the State of Georgia.

Underground Utilities Fact Sheet

Geo-Hydro's work often includes drilling below the ground surface to evaluate subsurface materials. One of our biggest concerns is that we may accidentally encounter underground utilities which may create a safety hazard for our personnel and others or result in a loss of service. Location of underground utilities prior to our work is important to all parties. Unfortunately, location of underground utilities is a difficult task, and accurate location of underground utilities is often not possible.

Geo-Hydro is required by Georgia law to contact the Utilities Protection Center (UPC) prior to drilling. The UPC requires at least 72 hours prior notification. The UPC contacts member utilities, and the member utilities dispatch utility locators. Normally the utility locators will not locate underground utilities on private property, and will only locate utilities from the main service line to the property owner's meter. It is not uncommon for utility locators to improperly locate underground utilities for a variety of reasons.

Geo-Hydro requires that the property owner provide clearly marked locations on the ground of any underground utilities in the work area. If necessary, Geo-Hydro can refer the owner to companies that provide underground utility location services. Alternatively, Geo-Hydro can hire the utility location company and pass this cost through to our client.

Private underground utility location companies do not guarantee that they have located all underground utilities or that underground utilities have been accurately located. In fact, some underground utilities (e.g., irrigation lines, non-metallic lines, etc.) simply cannot be located using non-destructive techniques.

Geo-Hydro will make reasonable efforts to avoid damaging underground utilities that are clearly marked in the field. Due to the uncertainties of locating underground utilities, Geo-Hydro cannot be responsible for damage to unmarked underground utilities. Since Geo-Hydro's work is being performed for the benefit of its client, the client must accept the risk that Geo-Hydro's work could result in damage to underground utilities. As such, it is ordinarily the responsibility of Geo-Hydro's client to accept the responsibility for repairing damage to unmarked underground utilities unless that responsibility has clearly been transferred to another party.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Pension Fund Investment Advisor Invoice
DEPARTMENT SUMMARY RECOMMENDATION:	Segal Marco Advisors has submitted its quarterly invoice. This invoice is paid from the Pension fund account in the amount of \$18,000.00 and is presented for approval.
LEGAL:	N/A



INVESTMENT SOLUTIONS

2727 Paces Ferry Road SE
Bldg. 1, Suite 1400
Atlanta, GA 30339
USA

TIN: 13-2646110

Invoice Date: 7/12/2023
Invoice #: SA000512
Reference #: 17462100.001

City of Cartersville, Georgia Retirement Board

One North Erwin Street
P.O. Box 1390
Cartersville, GA 30120
USA

For Investment Consulting services rendered

		<u>Amount</u>
Consulting Fees	Fixed fee for the period between 6/1/2023 and 8/31/2023.	18,000.00
Fee Total		18,000.00

Total Invoice **\$18,000.00**

Remittance Information

Please reference client name, invoice number and reference number with your payment.

By ACH or Wire Transfer:	By Check:
JPMorgan Chase Acct name: SEGAL ADVISORS, INC. Routing #: 021000021 Acct #: 144074156 Acct type: Checking	PO Box 4142 Church Street Station New York, NY 10261 USA



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Ventilation Fan Replacement for City Garage
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The ventilation fans at the City Garage facility need to be relocated to the opposite wall to provide better air quality and cooler air temperature in the unconditioned workspace. The current fan configuration raises the facility's air temperature by 15-20 degrees during the summer. Moving the fans to the opposite wall will allow the fans to pull from a colder air pool and provide better removal of vehicle exhaust from the workspace.</p> <p>We received a quote for the replacement/relocation of the fans from Earl Hightower Construction in the amount of \$6,500.00 and K-Mac Electric in the amount of \$7,355.00 for the installation of 3-phase power to the new locations. We request approval to accept both bids and the total amount of \$13,855.00 to complete the project. It is a non-budgeted item, but workers' compensation health/safety funds will cover the cost.</p>
LEGAL:	N/A

Proposal

Earl Hightower Construction

PO Box 200763
 Cartersville, GA 30120

Date
5/23/2023

Name / Address
City Of Cartersville Public works

--

Item	Description	Cost	Amount	Markup	Qty	Total
Demolition	Remove 3 louvers and cut concrete filled block . Remove 3 exhaust fans.	725.00	4,350.00		6	4,350.00
Framing	Frame in where fans removed. furnish and install matching metal for 3 louvers install.	150.00	900.00		6	900.00
misc.	Install 3 fans and 3 louvers.	50.00	300.00		6	300.00
cleanup	complete cleaning	100.00	100.00			100.00
contract	15%	850.00	850.00			850.00

Customer _____ Date _____

Contractor _____, Date _____

Total \$6,500.00



MG McKenney, Inc & K-Mac Electric

ESTIMATE	#362
ESTIMATE DATE	Apr 24, 2023
SERVICE DATE	Apr 21, 2023
TOTAL	\$7,355.00

Cartersville Maint Shop
 Cartersville Maint Shop
 500 S Tennessee St
 Cartersville, GA 30120

CONTACT US
 PO Box 115
 Douglasville, GA 30133

(678) 360-1988
 btrott@cityofcartersville.org

(770) 880-5699
 sales@k-macelectric.com

ESTIMATE

Services	amount
Relocate power for relocation of exhaust fans	\$4,950.00
Install 3 phase power for new locations of exhaust fans. Fans to be relocated to opposite side of building. Installation of conduit, boxes, wire, flex and misc hardware to allow proper operation. Install power for powered louvers being placed in existing fan locations are now. Plan to utilize existing wiring where possible to allow operation. All wiring in control cabinet will be re-worked, changed and/or addressed as needed to allow proper operation. Work to be completed during normal business hours.	
Scissor lift	\$650.00
Services subtotal: \$5,600.00	

Materials	amount
Material needed to complete task	\$1,755.00
Conduit, boxes, wire, flex, mounting and termination hardware	

Subtotal \$7,355.00

Total \$7,355.00

APPROVE

DECLINE

To accept an estimate please APPROVE it via the link provided within the estimate email or link. For new customers or higher cost projects, acceptance and approval of the estimate will be required before any work can begin. If you feel an estimate received is too high, please contact us to discuss alternative options.

We accept multiple forms of payment. Transaction Fees apply where applicable

PLEASE MAKE ALL CHECKS PAYABLE TO: MG McKENNEY

Providing electrical services to Douglasville and surrounding areas for over 40 years.

Thank you for allowing us this opportunity to provide you with quality electrical services.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Bid Awards/Purchases
DEPARTMENT NAME:	Administration
AGENDA ITEM TITLE:	Annual Membership in the Northwest GA Regional Commission
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The annual membership for Northwest Georgia Regional Commission is due for renewal.</p> <p>It is a budgeted expense of \$23,904.00 for the fiscal year July 1, 2023, through June 30, 2024.</p>
LEGAL:	N/A

July 6, 2023

Honorable Matt Santini
Mayor of Cartersville
P.O. Box 1390
Cartersville, GA 30120-1390

Dear Matt,

It has been a busy year at the Northwest Georgia Regional Commission. We have completed a re-branding process and adopted a new logo. This was a primary goal of Executive Director Boyd Austin when he assumed the position on July 1, 2022. The new logo is more readily identifiable than the previous one, and stresses where, who and what we are. The arrow not only points in our direction but reminds viewers of the region's outline as it borders Alabama, Tennessee, North Carolina, and three other regional commissions.

With many federal programs rewarding interstate/inter-regional cooperation, NWGRC is not only working with the local governments of the 15 counties we serve but is creating partnerships with other regional commissions in Georgia and our neighboring states. We have provided learning opportunities for local elected and appointed officials on several subjects. With almost one million people, we are second only to the Atlanta region in terms of residents served.

We encourage you to take advantage of the services we offer. Even if it is as simple as pointing you in the right direction, we are here to help.

The new fiscal year began July 1. Your annual dues statement is enclosed. Thank you for your continued support. Please call if we may be of assistance to you.

Sincerely,



Shannon K. Whitfield, Chairperson



Boyd L. Austin, Executive Director

cc: Mr. Tom Rhinehart, City of Cartersville Finance Director

Rome Office: PO Box 1798 | Rome, GA 30162

Dalton Office: 503 West Waugh Street | Dalton, GA 30720

An Equal Opportunity Employer

Programs/Auxiliary Aids/Services Available Upon Request to Individuals with Disabilities



706.295.6485
nwgrc.org

Northwest Georgia Regional Commission

Meeting: July 20, 2023 Item 15.

PO Box 1798
 Rome, Georgia 30162-1798
 (706) 295-6485

DATE: 7/03/2023
 NUMBER: 3463

TO:
 City of Cartersville
 PO Box 1390
 Cartersville, GA 30120

FOR:
 Membership and participation in the
 Northwest Georgia Regional Commission

Description	Amount
<p>Annual assessment for the Fiscal Year July 1, 2023 through June 30, 2024</p> <p style="text-align: right;">Population x Dues Rate 23,904 x 1.00</p> <p>Source: U.S. Census Bureau, Population Division Population Estimates as of July 1, 2022</p> <p>Please make payment to: Northwest Georgia Regional Commission P.O. Box 1798 Rome, GA 30162-1798</p>	<p>23,904.00</p>
<p>Invoice Total</p> <p>Amount Paid</p> <p>DUE UPON RECEIPT</p>	<p>23,904.00</p> <p>0.00</p> <p>23,904.00</p>



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Bid Award/Purchases
DEPARTMENT NAME:	Police Department
AGENDA ITEM TITLE:	Purchase of Clearview AI
DEPARTMENT SUMMARY RECOMMENDATION:	<p>The Police Department requests approval to purchase Clearview AI, a facial recognition database used for criminal investigations. We currently do not have this type of software to assist in solving criminal cases. This database will increase efficiency and effectiveness.</p> <p>The initial cost for this database is \$17,894.00. After that, the yearly subscription is \$17,894.00. Clearview AI is a budgeted request, paid utilizing federal asset forfeiture funds. E-save and E-Verify documents are on file.</p>
LEGAL:	N/A

June 2023

CLEARVIEW AI PROPOSAL

Proposal for: Cartersville Police Department (GA)

CONTACT INFORMATION

Scott Geiser
Senior Account Executive
scott.geiser@clearview.ai
414-338-4359



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. This proposal contains trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or are privileged or confidential within the meaning of exemption that is set forth in 5 USC 552 (b) (3) and (4), respectively, of the Freedom of Information Act, 5 USC 552, and the disclosure of which could invoke the criminal sanctions of 18 USC 1905. Source Selection Information-See FAR 2.101 and 3.104

1.1 CLEARVIEW AI OVERVIEW

1.1.1 CAPABILITIES STATEMENT

Clearview AI's mission is to enhance national security, drastically reduce crime, fraud, and risk to make communities safer and keep commerce secure. In 2019, federal, state, and local police departments across America began using Clearview AI as a solution to help solve crime and ensure public safety. As a platform for intelligence and identity management, it has quickly become a favored resource for law enforcement, helping solve even the most difficult crimes. Today, many law enforcement agencies trust Clearview AI's one-of-a-kind, facial search technology.

Clearview AI's revolutionary investigative platform allows investigators to search any facial image of a suspect, victim, or other person of interest against over 30 billion online images. By using this tool to efficiently process information investigators already possess, Clearview AI helps investigators identify those without a prior arrest record, without an online presence, without a DMV record, or others that would often otherwise go unidentified. Our solutions help to identify persons of interest, criminal offenders, terrorists, human traffickers and child predators. Clearview AI also helps clients accelerate their investigations, meaning they can do more with less.

We appreciate the confidence you have in Clearview AI and welcome the opportunity to work with your agency by providing solutions which help in your mission to solve crimes and ensure National Security. It is our understanding that this procurement can also serve as the basis for sharing intelligence with other fellow domestic and international Public Safety and Intelligence organizations. If awarded this important opportunity, we will leverage our proprietary online database and facial recognition solution to provide a more custom service to meet or exceed your agency and national expectations and to meet regional and national privacy compliance and data protection requirements.

1.2 ABOUT CLEARVIEW AI

Clearview AI is a privately-owned, U.S. based company, dedicated to innovating and providing the most cutting-edge technology to law enforcement to investigate crimes, enhance public safety and provide justice to victims.

We believe law enforcement should have the most cutting-edge technology available to investigate crimes, enhance public safety, and provide justice to victims. And that's why we developed a revolutionary,



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

- **CUSTOMIZABLE GALLERIES** Users can import their own private, customized facial datasets such as mugshot repositories, customized watchlists, or any other facial database
- **30+ BILLION FACIAL IMAGE DATABASE** Clearview AI images are sourced from social media posts, personal and professional websites, news articles, online mugshots, criminal databases, public record sites and thousands of other open sources.

1.3 SECURITY & SOC2 COMPLIANCE

1.3.1 SOC2 CERTIFICATION

Clearview AI has successfully completed its System and Organization Controls 2 (SOC 2) examination certifying the company maintains effective controls over the security and processing integrity of its clients' data. The examination was conducted by BARR Advisory, P.A.

SOC 2 is an auditing procedure conducted by licensed and regulated certified public accountants that rigorously reviews data service providers to ensure the secure management and accurate processing of data. It is widely considered the highest standard of cybersecurity certification and is intended to protect company's interests and intellectual property when they engage data service providers.

The American Institute of CPAs (AICPA) outlines principles and criteria for SOC 2 examinations which include exacting standards for security, cybersecurity, availability, process integrity and confidentiality.

1.3.2 DATA STORAGE & SECURITY

We recognize that data storage and security concerns are of tremendous importance to public safety agencies. We protect data in four ways:

- Routine automated code scans pinpoint vulnerabilities or dependencies within our source code. We patch every issue upon discovery.
- Regular professional code audits and a bug bounty program with an industry-leading provider.
- Encrypt all traffic to the latest TLS specifications and protect it with Cloudflare reverse proxy technology as it is routed through Clearview AI's secure data center.

Store data on multiple servers inside a secured data center in Northern Virginia with internal levels of access control.



99 Wall Street #5730
New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

1.4 PRICE QUOTE

CUSTOMER INFORMATION

Greg Sparacio
Lieutenant
Cartersville Police Department
195 Cassville Rd
Cartersville, GA 30120
770-607-6216

CLEARVIEW AI INFORMATION

Scott Geiser
Senior Account Executive
scott.geiser@clearview.ai
414-338-4359

QUOTE DETAILS

Today's Date: 6/8/23
Quote Expiration: 7/8/23

CLEARVIEW AI SUBSCRIPTION PLANS			
CLEARVIEW AI SERVICE	QTY <i>(If Applicable)</i>	3 YEAR AGREEMENT	1 YEAR AGREEMENT
Clearview Search: Pro	5 Users	\$7,144/yr	\$8,144
Clearview Search: Pro	10 Users	\$12,944/yr	\$13,944
Clearview Search: Pro	15 Users	\$14,294/yr	\$15,294
Clearview Search: Pro	25 Users	\$16,894/yr	\$17,894
Clearview Search: Pro	50 Users	\$19,494/yr	\$21,494
Clearview Search: Pro	Unlimited	\$23,394/yr	\$25,394



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info@clearview.ai

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ONE-TIME FEES			
CLEARVIEW AI PROFESSIONAL SERVICES - ONE-TIME FEES	QTY <i>(If Applicable)</i>	LIST PRICE	PRICE TO SUBSCRIBER
Installation, Systems Integration, & Configuration		\$500	\$0
Unlimited Searches			\$0
Online Training Sessions		\$500	\$0
Premium Help Desk Support: Phone/Email/Remote Access		\$500	\$0
Dedicated Customer Success Manager		\$500	\$0
Annual Search Engine Maintenance with Patch and Emergency Fixes			\$0
Annual Software Upgrades including major and minor software version releases			\$0
Optional: Android Mobile Application	1	\$399	\$0
TOTAL ONE-TIME FEES		\$2,399	\$0



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New York, N.Y. 10005

www.clearview.ai
info@clearview.ai

CHOOSE THE PLAN THAT WORKS FOR YOUR AGENCY

Flexible Pricing Options Tailored to Meet Your Agency's Needs

MOST POPULAR

BASIC

Core functions and capabilities necessary to perform facial identification and generate high-quality investigative leads.

Package Includes:

CLEARVIEW AI APPLICATION

- ✓ Access to #1 ranked facial recognition platform to aid in the identification & investigation of persons of interest.
- ✓ Access the largest known database of 30+ billion facial images sourced from public-only web sources, including news media, mugshot websites, public social media, & many other open sources.
- ✓ Use your own database of images with private galleries (i.e. mugshots).
- ✓ Platform upgrades are deployed on a regular basis.

CUSTOMER SUPPORT

- ✓ Basic Support via email and chat offered Monday to Friday, between 9AM and 5PM EST.
- ✓ Assigned Customer Success Manager (CSM).

PRO

Premium features that offer advanced functionality for facial analysis, providing significant improvements to intelligence gathering.

All Basic Features, Plus:

PREMIUM FEATURES

- ✓ **Image Enhancement:** Improve the quality of a probe image to achieve better results. Features include: cropping, rotating, brightening, flipping, and sharpening the probe image.
- ✓ **Still Image Extraction:** Extract the highest quality images from video footage and eliminate the need to capture, crop, and upload screenshots during an investigation.
- ✓ **Photo Lineup:** Generate a six pack of highly similar faces for more reliable eyewitness identification.¹
- ✓ **Deconfliction:** Enhance interagency collaboration and information sharing.¹

ADVANCED TOOLS

- ✓ Supported Integrations with Clearview AI strategic partners.
- ✓ Back-end access to manage users, galleries, perform searches, & generate reports using REST APIs.
- ✓ Single Sign-On¹

ADVANCED SUPPORT

- ✓ Engineering resource available for deployment guidance, integration support, and issue review and resolution.

Coming soon | CVAI-06162022-ENH0



City of Cartersville

P O L I C E D E P A R T M E N T

Memorandum

To : Dan Porta, City Manager
From : Chief Frank L. McCann
Date : July 13, 2023
Ref : Purchase of Clearview AI.

I am requesting approval to purchase Clearview AI which is a database which will be used for facial recognition while conducting criminal investigation. We do not currently have this type of software and it will help us solve criminal cases. This database will save manpower hours and will make us more efficient and effective. The initial cost for this database is \$17,894.00 and after that the yearly subscription is \$17,894.00. This is a budgeted item and will be paid for utilizing federal asset forfeiture funds and the e-save and e-verify documents are on file.



CITY COUNCIL ITEM SUMMARY

MEETING DATE:	July 20, 2023
SUBCATEGORY:	Monthly Financial Report
DEPARTMENT NAME:	Finance Department
AGENDA ITEM TITLE:	May 2023 Financial Report
DEPARTMENT SUMMARY RECOMMENDATION:	Attached are the financial reports for May 2023.
LEGAL:	None

				% of Monthly Totals to Budget
General Fund	Description	5/31/2023	FY 2023 Budget	
	Total Revenues	\$36,614,012	\$33,736,215	108.53%
	GO Bond Proceeds from School	\$0	\$0	#DIV/0!
	Property Taxes-City Portion Only	\$5,298,781	\$4,810,565	6253335.00%
	Local Option Sales Tax (LOST)	\$6,953,841	\$5,655,350	122.96%
	Other Taxes	\$10,280,843	\$9,844,265	104.43%
	Building Permit & Inspection Fees	\$1,041,326	\$500,000	208.27%
	Fines and Forfeitures	\$399,589	\$350,000	114.17%
	Operating Transfers In-City Utilities	\$3,193,931	\$3,921,595	81.44%
	Other Revenues	\$7,576,101	\$6,784,840	111.66%
	School Bonds	\$1,869,600	\$1,869,600	100.00%
	Total Expenditures	\$28,970,099	\$33,736,215	85.87%
	Personnel Expenses	\$18,855,619	\$21,154,470	89.13%
	Operating Expenses	\$7,420,542	\$8,231,995	90.14%
	Capital Expenses	\$354,838	\$2,010,650	17.65%
GO Bond Expense for School	\$1,869,600	\$1,869,600	100.00%	
Library Appropriations	\$469,500	\$469,500	100.00%	
Water & Sewer Fund	Total Revenues	\$29,309,376	\$37,578,785	77.99%
	Water Sales	\$16,597,425	\$14,418,600	115.11%
	Sewer Sales	\$9,704,552	\$7,618,465	127.38%
	Bond Proceeds	\$0	\$4,750,000	0.00%
	Use of Reserves	\$0	\$8,445,720	0.00%
	Prior Year Capacity Fees	\$0	\$1,660,000	0.00%
	Other Revenues	\$3,007,399	\$686,000	438.40%
	Total Expenditures	\$19,565,537	\$37,578,785	52.07%
	Personnel Expenses	\$3,994,576	\$4,772,175	83.71%
	Operating Expenses	\$4,226,822	\$5,474,765	77.21%
Capital Expenses	\$3,859,909	\$16,360,000	23.59%	
Capital Expenses (Bond Funds)	\$1,760,110	\$4,750,000	37.05%	
Transfer To General Fund	\$2,387,206	\$2,603,620	91.69%	
Debt Payments	\$3,336,914	\$3,618,225	92.23%	
Gas Fund	Total Revenues	\$42,091,881	\$34,353,845	122.52%
	Gas Sales	\$36,285,936	\$27,171,365	133.54%
	Gas Commodity Charge	\$1,368,930	\$1,494,210	91.62%
	Bond Proceeds	\$0	\$0	#DIV/0!
	Proceeds from Capital Leases	\$0	\$0	#DIV/0!
	Other Revenues	\$4,437,015	\$1,627,250	272.67%
	Use of Reserves	\$0	\$4,061,020	0.00%
	Contributions from Other Funds	\$0	\$0	#DIV/0!
	Total Expenses	\$35,175,672	\$34,353,845	102.39%
	Personnel Expenses	\$2,155,103	\$2,575,270	83.68%
Operating Expenses	\$1,320,343	\$1,738,485	75.95%	
Purchase of Natural Gas	\$24,442,405	\$19,372,045	126.17%	
Transfer to General Fund	\$3,307,429	\$3,608,105	91.67%	
Debt Service	\$842,165	\$779,695	108.01%	
Capital Expenses	\$3,108,227	\$6,280,245	49.49%	

	Description	5/31/2023	FY 2023 Budget	% of Monthly Totals to Budget	
Electric Fund	Total Revenues	\$51,886,094	\$54,485,200	95.23%	
	Electric Sales	\$48,847,609	\$49,562,840	98.56%	
	Other Revenues	\$3,038,485	\$2,123,850	143.06%	
	Use of Reserves	\$0	\$2,798,510		
	Total Expenses	\$51,417,649	\$54,485,200	94.37%	
	Personnel Expenses	\$2,796,242	\$2,942,740	95.02%	
	Operating Expenses	\$1,566,221	\$1,798,105	87.10%	
	Purchase of Electricity	\$42,040,887	\$41,921,610	100.28%	
	Capital Expenses	\$1,954,507	\$4,484,790	43.58%	
	Transfer to General Fund	\$3,059,792	\$3,337,955	91.67%	
Stormwater Fund	Total Revenues	\$1,472,060	\$1,602,000	91.89%	
	Stormwater Revenues	\$1,429,880	\$1,538,000	92.97%	
	Mitigation Grant Revenue	\$0	\$0	#DIV/0!	
	Other Revenues	\$42,180	\$14,000	301.29%	
	Proceeds from Capital Leases	\$0	\$50,000	0.00%	
	Use of Reserves	\$0	\$0	#DIV/0!	
	Stormwater Improvement Funds	\$0	\$0	#DIV/0!	
	Total Expenses	\$1,158,612	\$1,602,000	72.32%	
	Personnel Expenses	\$762,888	\$854,200	89.31%	
	Operating Expenses	\$340,724	\$406,145	83.89%	
Capital Expenses	\$55,000	\$341,655	16.10%		
Solid Waste Fund	Total Revenues	\$3,524,329	\$3,638,135	96.87%	
	Refuse Collections Revenues	\$3,098,927	\$3,154,240	98.25%	
	Other Revenues	\$84,263	\$77,000	109.43%	
	Proceeds From Capital Leases	\$341,139	\$406,895	83.84%	
	Total Expenses	\$2,823,778	\$3,638,135	77.62%	
	Personnel Expenses	\$1,279,652	\$1,541,835	83.00%	
	Operating Expenses	\$1,426,155	\$1,689,405	84.42%	
	Capital Expenses	\$117,971	\$406,895	28.99%	
	Fiber Optics Fund	Total Revenues	\$3,404,149	\$2,583,800	131.75%
		Fiber Optics Revenues	\$2,213,389	\$2,399,000	92.26%
GIS Revenues		\$105,950	\$115,500	91.73%	
Proceeds from Capital Leases		\$0	\$0	#DIV/0!	
Other Revenues		\$1,084,810	\$69,300	1565.38%	
Total Expenses		\$2,194,148	\$2,583,800	84.92%	
Personnel Expenses		\$857,744	\$931,440	92.09%	
Operating Expenses		\$1,063,473	\$1,037,985	102.46%	
MEAG Telecom Statewide Pymt		\$1,971	\$7,890	0.00%	
Debt Payment		\$5,454	\$0	0.00%	
Capital Expenses	\$87,228	\$412,000	21.17%		
Transfers to General Fund	\$178,278	\$194,485	91.67%		

MONTHLY SUMMARY

As of May 31, 2023

Meeting: July 20, 2023 Item 17.

	FY 2021-22 MONTH OF May-22	FY 2022-23 MONTH OF May-23	FY 2021-22 Year to Date May-22	FY 2022-23 Year to Date May-23	100 OF BUDGET (Year to Date)
<i>GENERAL FUND</i> <small>excluding SPLOST, DDA & School System Property Tax Revenue & Expenditures</small>					
REVENUE	\$1,838,457	\$2,340,074	\$28,935,588	\$36,614,011	108.53%
EXPENDITURE	(\$8,388)	\$2,241,717	\$26,736,765	\$28,970,100	85.87%
Gen. Fund Net Profit (Loss)	\$1,846,845	\$98,357	\$2,198,823	\$7,643,911	
<i>WATER & SEWER</i>					
REVENUE	\$2,402,666	\$2,351,125	\$24,071,729	\$29,309,376	78.73%
EXPENDITURE	\$1,514,844	\$2,158,253	\$17,401,420	\$19,565,537	52.55%
Wtr. & Swr. Fund Net Profit (Loss)	\$887,822	\$192,872	\$6,670,309	\$9,743,839	
As of May 31, 2023 a total of \$1,760,110 in capital expenses were funded with Series 2018 Water and Sewer Bond proceeds					
<i>GAS</i>					
REVENUE	\$3,079,629	\$1,844,269	\$34,402,466	\$42,091,881	122.52%
EXPENDITURES	\$3,166,403	\$1,953,208	\$29,439,140	\$35,175,672	102.39%
Gas Fund Net Profit (Loss)	(\$86,774)	(\$108,939)	\$4,963,326	\$6,916,209	
<i>ELECTRIC</i>					
REVENUE	\$4,695,888	\$4,229,654	\$48,802,105	\$51,886,094	95.23%
EXPENDITURES	\$4,825,054	\$4,470,650	\$47,617,089	\$51,417,649	94.37%
Electric Fund Net Profit (Loss)	(\$129,166)	(\$240,996)	\$1,185,016	\$468,445	
<i>STORMWATER</i>					
REVENUE	\$128,819	\$136,466	\$1,421,345	\$1,472,060	91.89%
EXPENDITURE	\$92,509	\$74,821	\$1,123,171	\$1,158,612	72.32%
Stormwater Fund Net Profit (Loss)	\$36,310	\$61,645	\$298,174	\$313,448	
<i>SOLID WASTE</i>					
REVENUE	\$249,189	\$283,294	\$3,077,916	\$3,524,329	96.87%
EXPENDITURE	\$182,780	\$206,327	\$2,787,469	\$2,823,778	77.62%
Solid Waste Fund Net Profit (Loss)	\$66,409	\$76,967	\$290,447	\$700,551	
<i>FIBER OPTICS</i>					
REVENUE	\$222,061	\$226,209	\$2,331,332	\$3,404,149	131.75%
EXPENDITURE	\$163,026	\$203,268	\$2,017,204	\$2,194,148	84.92%
Fiber Fund Net Profit (Loss)	\$59,035	\$22,941	\$314,128	\$1,210,001	

Cash Position

	6/30/22	7/31/22	8/31/22	9/30/22	10/31/22	11/30/22	12/31/22
Total Unrestricted Cash Balance	\$64,173,865.40	\$65,068,680.73	\$66,636,417.94	\$68,343,258.41	\$74,286,980.83	\$85,524,327.27	\$76,377,948.59
Total Restricted Cash Balance	\$184,799,847.45	\$191,907,281.67	\$191,741,270.95	\$188,897,215.65	\$192,476,089.23	\$199,409,273.98	\$197,166,502.93

Cash Position

	1/31/23	2/28/23	3/31/23	4/30/23	5/31/23	6/30/23
Total Unrestricted Cash Balance	\$79,818,867.18	\$82,796,970.41	\$85,082,502.01	\$84,737,184.97	\$85,812,679.11	
Total Restricted Cash Balance	\$199,006,379.81	\$199,181,163.32	\$200,895,264.20	\$202,143,723.18	\$202,030,361.15	

Highlights for the Month of May 2023:

Unrestricted cash increased due to increases in the Water, Gas, Solid Waste, Stormwater, and Fiber Funds, while decreases occurred in the General, Grant, Electric, and Garage funds.

Restricted cash decreased due to increases in the Hotel Motel Tax, Motor Vehicle Tax, SPLOST 2020, Debt Service, SPLOST 2003, while decreases occurred in the ARPA, TPD, and Pension funds.

SPLOST Account Balances

SPLOST 2003	\$60,313.70
SPLOST 2014	\$231,991.10
SPLOST 2020	\$10,045,783.77