

City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091

City of Blue Ridge
Special Called Council Meeting Minutes
City Hall
480 West First Street
August 26, 2016 at 10:00 a.m.

Present: Mayor Pro Tem Rodney Kendall
Council Members Angie Arp, Harold Herndon,
And Bruce Pack
City Clerk Kelsey Ledford

Absent: Mayor Donna Whitener
Council Member Rhonda Thomas

1) Call Meeting to Order:

Council Member Angie Arp made a motion to call the meeting to order. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

2) Prayer and Pledge of Allegiance:

Council Member Bruce Pack offered a word of prayer followed by the Pledge of Allegiance.

3) GWI Quote No. 205188 Approval for Waste Water Treatment Plant:

Council Member Angie Arp made a motion to approve GWI Quote No. 205188 in the amount of \$12,608.00 (attached) for a pump repair. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

4) Water Loss Control Approvals—MatchPoint-Hydraulic Model and Reed & Shows-Large Meter Testing:

The Council was presented with quotes in regards to water loss control. After some explanation from Utility Billing Supervisor Rebecca Harkins, Council Member Angie Arp made a motion to approve the quote from MatchPoint for a Hydraulic Model in the amount of \$18,930.00 (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Angie Arp made a motion to approve the quote from Reed & Shows for Large Meter Testing in the amount of \$2,000.00 (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

5) Fannin Chamber Annual Contract for Hotel/Motel Restricted Tax:

Council Member Angie Arp made a motion to approve the Fannin Chamber Annual Contract for Hotel/Motel Restricted Tax (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

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6) Tri-State Electric Underground Power for Robert's Way:

After some brief discussion, Council Member Angie Arp made a motion to table the topic until the next meeting so that Mayor Whitener would be able to take part in the discussion. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

7) City Park:

Council Member Angie Arp requested additional time in order to give her presentation. Council Member Angie Arp made the motion to allow additional time for discussion. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Angie Arp discussed the grants that were originally supposed to go towards the playground equipment and read minutes from a meeting in November 2015, December 8, 2015 and March 1, 2016. She mentioned that some miscommunication may have occurred but that no blame is on one single person. She then began discussing the different quotes that she obtained for the playground equipment. After the presentation, Council Member Bruce Pack made a motion to approve the quote from Miracle for the playground equipment in the amount of \$97,244.20 (attached). The motion was seconded by Council Member Harold Herndon. The Council voted 4-0. Motion carried. Council Member Rodney Kendall made a motion to approve up to \$120,000.00 for the park to include the equipment, fencing and miscellaneous expenses. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. Council Member Angie Arp then read a news article. She stated that she agreed with the article and that the Council needs to be more involved in the departments that they were elected to oversee. She explained that one part time person cannot do it all. She then discussed the Council taking back their roles of overseeing the departments.

8) ARC Grant:

After some discussion, Council Member Angie Arp proposed terminating any more proceedings with the ARC Grant. The allotted time limit expired. Council Member Angie Arp made a motion to allow additional time. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. After continued discussion, Council Member Angie Arp made a motion to terminate proceedings with the ARC Grant. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. City Clerk Kelsey Ledford asked about payment of R. Design Works invoice. The Council agreed not to pay the invoice since they were under the impression that the City was receiving that service free of charge.

Council Member Bruce Pack clarified that the Council Members have been active in the various departments and did know what was going on with each even though they had not been overseeing one particular department individually. Bill Ryan spoke from the floor and stated that from his experience it worked better when members of the Council oversaw a particular department.

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9) Adjournment:

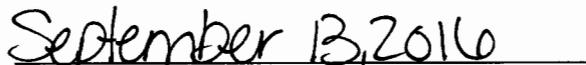
Council Member Angie Arp made a motion to adjourn the meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Meeting adjourned at 11:15 a.m.



Mayor Pro Tem Rodney Kendall



City Clerk Kelsey Ledford



Approved

Kelsey Ledford

From: Kelsey Ledford
Sent: Thursday, August 18, 2016 1:57 PM
To: 'City of Blue Ridge Waster Water Plant'
Subject: RE: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

Follow Up Flag: Follow up
Flag Status: Flagged

Okay, I will place it on the September 13, 2016 Council Meeting Agenda. I should be able to give you the go ahead the following day.

Very best,

Kelsey Ledford
City Clerk
City of Blue Ridge
(706) 632-2091 ext. 7 Phone
(706) 632-3278 Fax
kledford@cityofblueridgega.gov

From: City of Blue Ridge Waster Water Plant [mailto:brsewer@etcmail.com]
Sent: Thursday, August 18, 2016 1:45 PM
To: Kelsey Ledford <kledford@cityofblueridgega.gov>
Subject: Re: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

It can wait. We have another pump in the station taking up slack. This is a spare.

----- Original Message -----

From: [Kelsey Ledford](#)
To: [City of Blue Ridge Waster Water Plant](#)
Sent: Thursday, August 18, 2016 12:47 PM
Subject: RE: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

James,

Thank you for explaining. Is this going to require an emergency purchase, or is it something that can wait until after the next Council Meeting (September 13th)? If it will hinder the operations of your department, or jeopardize the safety of the City/public, we can purchase as an emergency purchase; you will just need to do a write up of why we are purchasing this as an emergency purchase. Hope this makes sense, if not please give me a call.

Thanks,

Kelsey Ledford
City Clerk
City of Blue Ridge
(706) 632-2091 ext. 7 Phone

(706) 632-3278 Fax
kledford@cityofblueridgega.gov

From: City of Blue Ridge Waster Water Plant [<mailto:brsewer@etcmail.com>]
Sent: Thursday, August 18, 2016 11:52 AM
To: Kelsey Ledford <kledford@cityofblueridgega.gov>
Subject: Re: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

There hasn't been a PO for this. The pump kept tripping a breaker last week. I called GWI to have them pull the pump and take it in to their shop for inspection and repair. The attached quote is what it will take to repair the pump. The work has not been done. The trip up to pull the pump and the return trip to reinstall it is included in the quote also.

Thanks,

James Weaver

----- Original Message -----

From: [Kelsey Ledford](mailto:kledford@cityofblueridgega.gov)
To: [City of Blue Ridge Waster Water Plant](mailto:brsewer@etcmail.com)
Sent: Thursday, August 18, 2016 10:45 AM
Subject: RE: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

James,

Refresh my memory, have I already given you a p.o. for this repair? Has the work already been completed? If the work has been completed, did we decide that it was an emergency purchase? Sorry, but I am having trouble remembering because of all the projects we have going on in the City.

Very best,

Kelsey Ledford
City Clerk
City of Blue Ridge
(706) 632-2091 ext. 7 Phone
(706) 632-3278 Fax
kledford@cityofblueridgega.gov

From: City of Blue Ridge Waster Water Plant [<mailto:brsewer@etcmail.com>]
Sent: Thursday, August 18, 2016 10:13 AM
To: Kelsey Ledford <kledford@cityofblueridgega.gov>
Subject: Fw: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

Kelsey,

We had a pump go down last week, attached is the repair and installation quote on the pump. This is one of the big influent pumps that is in our largest pump station on Industrial Park Rd. It has been several years since one of these has had to have a total rebuild. The price is higher due to the large size of the pump. Let me know if you have any questions.

Thanks,

James Weaver

----- Original Message -----

From: John Boswell

To: James Weaver

Cc: Mike Gibbs

Sent: Wednesday, August 17, 2016 2:26 PM

Subject: Fwd: Quote - 205188 (City of Blue Ridge - Flygt 3300.181 Submersible Pump)

Mr. Weaver,

Please see attached scope of work and quote to repair your Flygt 88 HP pump.

Please review and let us know if you have questions or need additional information.

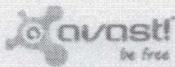
We will not do any further work to this unit until we receive your approval.

Thank you for giving GWI the opportunity to quote you on this service.

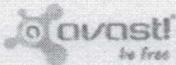
Best regards,

John Boswell

GWI



This email has been checked for viruses by Avast antivirus software.
www.avast.com



This email has been checked for viruses by Avast antivirus software.
www.avast.com



This email has been checked for viruses by Avast antivirus software.
www.avast.com

Kelsey Ledford

From: Rebecca Harkins
Sent: Monday, August 22, 2016 2:12 PM
To: Kelsey Ledford
Subject: AGENDA
Attachments: Proposal for Business Case Evaluation for Reduction of Non - Revenue Water_Aug '16.pdf

I need for you to put Matchpoint – Hydraulic Model on the next agenda please. I am asking the council to approve tasks 1, 2, & 3 out of this year's Water Loss Control budget \$18,930.00. This will be the minimum needed to get a hydraulic model of the City's water system for further analysis on pressure management and leak detection.

I also need Reed & Shows- Large meter testing on the agenda – approval to spend up to \$2,000 from the Water Loss Control budget for large meter testing. We have used them the last 2 years for meter testing, this is a requirement per the Georgia Water Audit.

Rebecca Harkins
Utilities Supervisor

City of Blue Ridge Water & Sewer
480 West First St
Blue Ridge, GA 30513

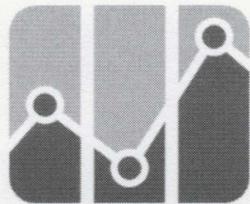
706-632-2091
706-632-3278 fax

**Proposal for Business Case Evaluation for Reduction of
Non - Revenue Water**



MATCHPOINT

Water. That's the point.



Smart Water Analytics LLC

Prepared for: The City of Blue Ridge, GA

Date: August 5, 2016

Rebecca Harkins
Utilities Supervisor
City of Blue Ridge Water & Sewer
480 West First St
Blue Ridge,
GA 30513

Dear Ms. Harkins,

Matchpoint Water Asset Management (MWAM) and Smart Water Analytics have partnered to offer you the best turnkey service possible. Within this document, when the "MATCHPOINT team" refers to this partnership. We, the MATCHPOINT team, pride ourselves on providing a comprehensive solution to ensure that we will, together, reduce the Utility's Non-Revenue Water. Our expertise, coupled with top-of-the-line products and technology proves us to be the most qualified candidate for the job.

Part of our MATCHPOINT team met with yourself and the Mayor, Ms. Donna Whitener, recently and thus we are pleased to submit to the enclosed proposal to provide you these services. Our services will help tremendously with the evaluation of the current status of your water system and provide you with a full report, which will include recommendations for future actions needed to manage your system in the most efficient way to reduce your current level of NRW.

We understand that the City is considering selling the utility but regardless of the future our services, together with our final report and future recommendations, will benefit the City in knowing its current status and hence, value. Water is the World's most valuable resource and we realize the need to preserve it from a fiscal, humanitarian, and environmental perspective.

We are very pleased to submit the attached proposal for your consideration. Our methodology, as outlined in this proposal, will meet and exceed each project objective and deliver the most complete and accurate business case evaluation in the market today.

Sincerely,

Simon Wick
Vice President
Cell: (904) 305-0333
simon.wick@matchpointinc.us

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ATTACHMENTS:

Elio Arniella's CV

SCOPE OF WORK FOR BLUE RIDGE, GEORGIA

BUSINESS CASE EVALUATION FOR REDUCTION OF NON-REVENUE WATER

Background

This SCOPE OF WORK highlights the tasks required for developing a Non-Revenue Water (NRW) Business Case Evaluation (BCE) to develop a Water Efficiency Strategy for the Blue Ridge (BR) Water System. The main tasks of the BCE are to:

- Identify and quantify NRW components by volume based on historic data and limited field work,
- Develop a preliminary hydraulic model of the system to be used for analysis of NRW reduction initiatives,
- Determine the economic level of NRW recovery for each component,
- Prioritize capital improvements, and
- Develop a water efficiency strategy for the short, mid and long-term.

Task 1 – Data Collection and Workshop

The MATCHPOINT team will collect historic data from BR to evaluate the general patterns of NRW in the BR system. Data to be collected includes

- Available GIS of distribution system
- Customer meter and billing records
- Water production and supply
- Line break database
- Water and sewer rates
- Available data for tanks, pumps and flow meters
- Hydrant flushing data
- Unmetered unbilled water records
- Metered unbilled water records
- Purchased water volumes and costs
- Bulk water volumes and sales
- Billing system specifications
- Other data to be identified later

After initial data analysis, the BR staff and the MATCHPOINT team will conduct a one-day workshop to review the data analysis and discuss data gaps that are needed to be addressed in order to generate a more accurate BCE.

Assumptions: It is assumed that the customer meters are georeferenced and that water consumption records can be allocated to each customer.

Task 2 – Field Data Collection

The MATCHPOINT team will install 2 x new insertion meters and 12 x pressure loggers and collect field flow and pressure data from these units for a two-week period. This will help to enhance the database and provide useful data for setting up a preliminary hydraulic model. This will involve selecting the flow and pressure monitoring locations, installing the equipment, and analyzing the data after completion. In addition, to the new meters and pressure loggers we provide the team will also use the existing master meters, insertion probes and pressure loggers owned by BR.

NOTE: It is anticipated that the BR staff will install the taps and the corporation stops needed to add the two insertion probes to be used for the study.

Task 3– Hydraulic Model

Blue Ridge does not have a hydraulic model at the present time. The purpose of this task is to develop the first version of the model that can be used for the assessment. It is not the intention of this first version to be a model for operational purposes. Part of the reason for this is that the existing GIS is being developed and the GIS data must be further validated and expanded. Using existing GIS and other system information, The MATCHPOINT team will develop a preliminary hydraulic model of the system to simulate the average daily flow of water consumption and supply of the system. The model will try to replicate flow, pressures and tank water levels as best as possible and will be used to evaluate NRW reduction initiatives such as: pressure management and establishing district metered areas (DMAs).

Task 4 – Preliminary Meter Testing

The MATCHPOINT team, in conjunction with the BR, will evaluate the consumption of a selected population of commercial and domestic customer meters. The team will also evaluate the entire customer meter database to establish and validate water balancing parameters that can be used for auditing and component analysis.

4.1 Large Commercial Meter Testing

With the assistance of BR, the MATCHPOINT team will evaluate the annual test results of existing commercial meters to establish a level of accuracy and validate the test results. This information will be also used to estimate possible apparent losses.

NOTE: No fieldwork is expected to be needed for this part of the project; we will use existing meter test data supplied by BR.

4.2 Residential Customer Meters

BR is currently replacing meters and establishing an automated meter reading (AMR) system. So far BR has replaced about 900 customer meters with new meters that read in 1.0 gallon increments. The meters being replaced read in 10 gallons increment and the level of accuracy is questionable. In order to evaluate possible apparent losses and use minimum night flow (MNF) analysis, the MATCHPOINT team and BR gather the information needed for this task.

4.3 Minimum Night Flow Analysis

The current 900 AMR meters are read only on a monthly cycle. However, these meters have the capability to be programmed so that the meter stores the data for a smaller time step so that it can be retrieved by the drive-by system. This does not mean that the drive-by readings must be done on the same time step but rather that the meter stores the data in such time step so that it can be transmitted when the drive-by data retrieval occurs. As part of this task, BR staff or a third party contracted by BR, will program about 10% or about 90 of the existing AMR customer meters that read in 1.0 gallon increments to store reading

in a 30 minute or 1-hour time step. The data will be collected by the drive-by crew every week for the two-week field testing period. The MATCHPOINT team will analyze the data and use it to estimate NRW using the MNF method. This can be done for the entire service area or for two or more DMAs – depending if the DMA is isolated and has accurate and reliable monitoring of the water supplied to the area. The MNF analysis will relay the statistical analysis of the customer meters based on the average period of minimum consumption.

4.4 Evaluation of the Accuracy of Existing Meters

BR will conduct a customer meter testing of existing customers that have been replaced by new AMR meters. The meters will be tested using the BR staff and testing bench. As an alternative, the meters can be tested by a third party. The results of the testing will be provided to MATCHPOINT team for analysis. The suggested quantity of meters to be tested is about 90 meters.

NOTE: The quantity and budget for this activities are excluded from the study budget and will be defined in detail by BR and MATCHPOINT after further review.

Task 5 – Top-Down Water Balance and Component Analysis

5.1 DMAs and Water Balance

Using the historic data, the preliminary hydraulic model, and the GIS data, the MATCHPOINT team will evaluate the water distribution system and in consultation with BR will conduct a desk-top water balance of system using the data collected in Task 1 and other information available to MATCHPOINT team. The water balance and NRW analysis will be determined using the AWWA Water Audit Software. This analysis will result in the development of NRW indicators, including:

- NRW volume
- Revenue loss
- NRW gallons per connection per day
- Infrastructure leakage Index
- Real losses in gallons per psi day
- Gallons per mile of pipe per day

5.2 Component Analysis

Using tools developed by MATCHPOINT team and the Water Research Foundation, the MATCHPOINT team will do a Top-Down Component Analysis of each one of the Macro Areas. The MATCHPOINT team will evaluate six components using the available data. The components to be analyzed are:

- Apparent Losses – metering and data errors, unmetered volumes, and unauthorized use
- Real losses – background, reported and unreported leaks

Task 6 – Analysis of Recoverable Volumes

The MATCHPOINT team will evaluate the component analysis conducted under Task 3.2 and will use industry standards and proprietary methodologies to estimate the recoverable volumes for each component.

Task 7 – Evaluation of Initiatives to Recover NRW

This analysis will include a summary of recoverable NRW volumes and a cost-effectiveness analysis (cash flow analysis) of possible NRW reduction initiatives. Some of the initiatives may include:

- Institutional Strengthening – Change Management
- Meter Replacement
- Pilot Studies

- Pressure Management
- Active Leak Detection
- Pipe Replacement
- MIS Integration
- Billing System Improvements
- Customer Service Improvements

At the conclusion of this task the MATCHPOINT team will prepare a draft technical memorandum (TM) summarizing the findings and recommendations of the proposed NRW reduction program. The Draft TM will be presented by the consultant to the BR staff during a Workshop to review and discuss the strategy and how to move forward with the implementations.

Task 8 – Development of a Business Case and Water Efficiency Strategy for BR

This task involves the evaluation of Engineering, Procurement and Construction (EPC) of the initiatives that are selected for implementation and the life cycle cost/payback of each alternative. The initiatives that may be included, are:

- Pipe replacement
- District Metered Areas (DMAs) and subareas
- Pressure Management
- Meter replacement
- Management information system integration and reporting
- Billing system update
- Active Leak Detection
- Leak surveys

Develop a short and long-term funding and cost recovery action plan and strategy to implement the BCE recommendations. MATCHPOINT TEAM will evaluate the impact of raising rates together with the cash flow and possible debt service. The MATCHPOINT team will present a comprehensive cash flow analysis, sensitivity analysis using several combinations of potential funding scenarios, and provide a prioritization schedule of each of the recommended alternatives.

Project Schedule

The proposed project schedule is 14 weeks from start. Assuming an August 1 start, the project will be completed by December 1, 2016. The preliminary project schedule is shown below.

Task Description	Weeks from start			29-Aug-16	5-Sep-16	12-Sep-16	19-Sep-16	26-Sep-16	3-Oct-16	10-Oct-16	17-Oct-16	24-Oct-16	31-Oct-16	7-Nov-16	14-Nov-16	21-Nov-16	28-Nov-16	5-Dec-16
	Start Date	Finish Date	Duration															
Task 1 – Data Collection and Workshop	29-Aug-16	12-Sep-16	14	█														
Task 2 – Field Data Collection	12-Sep-16	17-Oct-16	35			█	█	█	█	█	█	█	█					
Task 3 – Hydraulic Model	12-Sep-16	26-Sep-16	42			█	█	█	█	█	█	█	█					
Task 4 – Preliminary Meter Testing	12-Sep-16	31-Oct-16	49			█	█	█	█	█	█	█	█	█				
4.1 Large Commercial Meter Testing	12-Sep-16	24-Oct-16	42			█	█	█	█	█	█	█	█					
4.2 Residential Customer Meters	12-Sep-16	24-Oct-16	42			█	█	█	█	█	█	█	█					
4.3 Minimum Night Flow Analysis	17-Oct-16	31-Oct-16	14							█	█	█	█					
4.4 Evaluation of the Accuracy of Existing Meters	24-Oct-16	31-Oct-16	7							█	█	█	█					
Task 5 – Top-Down Water Balance and Component	31-Oct-16	14-Nov-16	14										█	█	█	█	█	█
5.1 DMAs and Water Balance	31-Oct-16	14-Nov-16	14										█	█	█	█	█	█
5.2 Component Analysis	31-Oct-16	14-Nov-16	14										█	█	█	█	█	█
Task 6 - Analysis of Recoverable Volumes	14-Nov-16	21-Nov-16	7													█	█	█
Task 7 - Evaluation of Initiatives to Recover NRW	21-Nov-16	28-Nov-16	7														█	█
Task 8 – Development of a Business Case and Water Efficiency Strategy	28-Nov-16	5-Dec-16	7															█
WORKSHOPS																		
Workshop 1 - Project Coordination	5-Sep-16	5-Sep-16	1	▼														
Workshop 2 - Water Balance	17-Nov-16	17-Nov-16	1												▼			
Workshop 3 - Draft Report and Recommendations	1-Dec-16	1-Dec-16	1															▼

Project Budget

The proposed budget for SWA is summarized below.

Task Description	Cost
Task 1 - Data Collection and Workshop	\$660
TOTAL FOR TASK 1	\$660
Task 2 - Field Data Collection (includes installation and supply of 12 x pressure loggers and 2 x insertion meters), data collection of all these units + 2 of BR own Hydrins and decommissioning.	\$13,320
TOTAL FOR TASK 2	\$13,320
Task 3 - Hydraulic Model	\$4,950
TOTAL FOR TASK 3	\$4,950
Task 4 - Preliminary Meter Testing	
4.1 Large Commercial Meter Testing Analysis	\$660
4.2 Residential Customer Meters (TBD)	TBD
4.3 Minimum Night Flow Analysis	\$1,320
4.4 Evaluation of the Accuracy of Existing Meters	\$1,320
TOTAL FOR TASK 4	\$3,300
Task 5 - Top-Down Water Balance and Component	-
5.1 DMAs and Water Balance	\$990
5.2 Component Analysis	\$1,320
TOTAL FOR TASK 5	\$2,310
Task 6 - Analysis of Recoverable Volumes	\$1,320
TOTAL FOR TASK 6	\$1,320
Task 7 - Evaluation of Initiatives to Recover NRW	\$3,300
TOTAL FOR TASK 7	\$3,300
Task 8- Development of a Business Case and Water Efficiency Strategy for BR	\$2,640
TOTAL FOR TASK 8	\$2640
GRAND TOTAL FOR ALL SERVCIES LISTED ABOVE	\$31,800.00

MWAM Company Qualifications

Matchpoint was founded in 2005 to provide system deployment and integration solutions for water utilities transitioning from manual read to AMR/AMI. As industry awareness increased and the sustainability movement gained ground Matchpoint found itself in a unique position. Our system integration business was providing solutions for "apparent water loss" but we had no tools for addressing "real water loss." Our business team scoured the planet in search of the finest minds and technologies and packaged them to launch our Matchpoint Water Asset Management (MWAM) business in 2008. We can offer our clients a comprehensive Water Loss Recovery solution, Leak Detection survey, and informative reporting.

Since establishment, we have offered a comprehensive package for managing water assets and for reducing water loss. We specialize in Non-Revenue Water (NRW) recovery and control solution including, but not limited to, leak detection services, training and product sales, District Metered Area (DMA) solutions, flow and network analysis and product sales, large meter testing and revenue enhancement services.

Some of our company accomplishments and qualifications include:

- Successfully executed hundreds of leak detection surveys
- Executed projects across the US and in 5 countries
- Over 95 years of combined non-revenue water experience
- Consulted and executed 100s of DMA projects
- Confirmed thousands of leaks
- We have saved billions of gallons of water per year!

Firm Profile:

Number of Years in Business

10 total
8 years for MWAM business

Areas Serviced

United States, Caribbean

Number of Employees

20

Equipment

Primayer, exclusive national distributor
Hydreka, Eastern U.S distributor
Rycom, approved national distributor
Syrinx, exclusive distributor, TN & GA

Company Name

Matchpoint Water Asset Management

Company Headquarters

215 Racine Drive, Suite 201
Wilmington, NC 28403

Company Telephone

(910) 509-7225

Company Executive

Barry Hales, President

Contact Person

Simon Wick, Vice President

Smart Water Analytics President Resume, Elio Arniella, attached, for your interest.

REED AND SHOWS METER SOLUTIONS
 5463 DUKES RD
 DOUGLASVILLE, GA 30135
 REED_SHOWS_METER@BELLSOUTH.NET

August 11, 2016

City of Blue Ridge Water and Sewer
 Attn: Rebecca Harkins
 rebeccaharkins@cityofblueridgega.gov

Ref.: Prices of large water meter testing, repairing and recalibration to AWWA accuracy standards.

Ms. Harkins,

Below, you will find our quote for servicing the water meters in your system. You will notice a column which is labeled test only; the test only prices apply to the meters that test in conformity to the accuracy standards set forth by the American Water Works Association. In addition, you will find a column labeled test, repair, retest, and recalibrate. The test, repair, retest, and recalibrate charge will apply to the meters that do not test in conformity with the accuracy standards set forth by the American Water Works Association and therefore require repairs to be initiated.

<u>SIZE</u>	<u>*TEST ONLY CHARGE</u>	<u>**TEST, REPAIR, RETEST AND RECALIBRATE CHARGE</u>	<u>REPAIR PARTS</u>
2"	\$125.00 X 12	\$200.00	+Parts
3"	\$150.00 X 2	\$225.00	+ Parts
4"	\$150.00	\$250.00	+ Parts
6"	\$175.00 X 1	\$275.00	+ Parts
8"	\$200.00	\$300.00	+ Parts
10"	\$225.00	\$325.00	+ Parts

*Meter tested in conformity to the accuracy standards set forth by the AWWA.

**Meter tested outside the accuracy standards set forth by the AWWA, and require repairs to be initiated.

In addition to the prices listed above, any repair parts that are required will be invoiced at the meter manufacturers' catalog listed price plus ten percent. If you have any questions or concerns regarding this quote, please do not hesitate to contact us.

175.00
 300.00
 1500.00

 \$1975.00

Thanks,
 William Shows
 Reed and Shows Meter Solutions
 Cell: (404) 988-2185

CONTRACT AND AGREEMENT

THIS AGREEMENT is entered into effective September 13, 2016, and executed as indicated below, by and between the CITY OF BLUE RIDGE, a political subdivision of the State of Georgia (the "City"), acting through its governing authority, the members of the City Council of the City of Blue Ridge (the "City Council"), and the FANNIN COUNTY CHAMBER OF COMMERCE, INC., a Georgia non-profit corporation, acting by and through its duly authorized Chairman and Secretary (the "Chamber").

WITNESSETH:

WHEREAS, prior to and effective on November 1, 2014, the City adopted an ordinance (the "Ordinance") levying a tax of 5% pursuant to O.C.G.A. 48-13-51 (the "Tax") to be applicable for the time period of this Agreement and on and after September 13, 2016;

WHEREAS, the provision of O.C.G.A. 48-13-51 and the Ordinance require that forty percent, being 2% of the 5% of the amount of the Tax collected by the City (the "Restricted Tax Funds") be expended for the promotion of tourism, convention and trade shows in the City of Blue Ridge, Georgia;

WHEREAS, the provisions of O.C.G.A. 48-13-51 permit expenditures of the Tax Funds to be made through a contract or contracts with a "destination marketing organization", a private sector nonprofit organization exempt from federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986 that is supported by the tax under this article, government budget allocations, private membership, or any combination thereof and the primary responsibilities of which are to encourage travelers to visit their destinations, encourage meetings and expositions in the area and provide visitor assistance and support as needed.

WHEREAS, the Chamber is a private sector non-profit organization as defined above and meets all other necessary and reasonable requirements to qualify as an appropriate entity to make expenditures of the Tax Funds;

WHEREAS, the City and the Chamber share a common vision of a progressive community with balanced economic growth, to include a diversity of quality business, industry and tourism, which will provide for greater local employment opportunities;

WHEREAS, the City desires to encourage and promote economic growth in the City of Blue Ridge by the attraction of additional tourism, trade shows, and conventions and wishes to advertise, promote and encourage the use of all facilities and businesses related to tourism, trade shows, and conventions, both public and private, located within the City, thereby increasing the City's revenues and creating employment opportunities within the City;

WHEREAS, after careful consideration, the City has determined that the Chamber can substantially assist the economic growth of the City through a vigorous, organized and funded program to promote tourism, trade shows, and conventions in a manner consistent with the performance of the Chamber's tax-exempt activities;

WHEREAS, previously the City has contracted with the Chamber to make expenditures of the Tax Funds in a manner consistent with the applicable provisions of O.C.G.A. 48-13-51, et seq., and the Chamber has done so; and

WHEREAS, the City has determined that it is in the best interest of the economic development of the City, especially in the area of tourism, to contract with the Chamber to promote tourism on a regular basis;

WHEREAS, the City has determined that it is in the best interest of its citizens to continue its contractual relationship with the Chamber as its designated destination marketing organization regarding the expenditures of the Restricted Tax Funds.

NOW THEREFORE, in consideration of the foregoing premises, the accuracy of which are hereby acknowledged, and the mutual covenants set forth below, the City and the Chamber agree as follows:

1. The City shall pay to the Chamber all Restricted Tax Funds due to it during the Initial and any Renewal Terms of this Agreement (as defined below) and such sums shall be expended by the Chamber for the purpose of promoting tourism, conventions and trade shows in the City of Blue Ridge by projects, events or promotions. The Tax Funds collected by the City shall be paid to the Chamber quarterly, to fund the designated projects, events or promotions. Any penalties and interest assessed for the late payment of the Tax shall be retained by the City.
2. The Chamber shall submit to the City a proposed budget for the expenditure of the Tax Funds to be collected during the Initial and any Renewal Term. Such budget may provide for the use of the Tax Funds to facilitate the promotion of tourism, trade-shows and conventions in the City of Blue Ridge, Georgia. Such budget may be used for advertising purposes; including, but not limited to, the placing of such information in print, radio, television, and Internet or other electronic media and the installation of interactive and other types of kiosks at various places in the City of Blue Ridge, Georgia, as to said projects, events or promotions. Such budget shall also provide for the use of the Tax Funds for the above purposes with respect to the incorporated area of the City of Blue Ridge and for the incidental benefit of the unincorporated area of Fannin County, Georgia.

The Chamber shall maintain accurate records of the expenditure of the Tax Funds, in accordance with generally accepted accounting principles and in accordance with the requirements of O.C.G.A. 48-13-51(a)(9). All such records shall be made available for inspection and audit by the City at any time upon not less than three (3) days prior written notice. Any such inspection and audit shall be done during the Chamber's normal business hours and in a manner that does not unreasonably disrupt the activities of the Chamber. The Chamber shall cause an annual independent financial review of its expenditures of the Tax Funds to be conducted within ninety (90) days after the end of the Initial and any Renewal Term, the results of which independent financial review shall be provided to the City within ten (10) days of its completion. Such independent financial review shall focus on verifying that the Chamber has expended the Tax funds in conformity with the provisions of this Agreement and O.C.G.A. 48-13-51, et seq. The cost of such independent financial review may be paid from the Tax Funds. If it is determined that any of the Tax Funds have not been expended in accordance with the provisions of this Agreement or O.C.G.A. 48-13-51, et seq., the amount of any such inappropriate expenditure will be paid to the City by the Chamber to be re-appropriated by the City for an appropriate purpose under O.C.G.A. 48-13-51, et seq.

4. In addition to the annual independent financial review referred to in paragraph 3 above, the Chamber shall, commencing on April 1, 2015, and continuing on a quarterly basis thereafter during the Initial and Renewal Term of this Agreement, make a written summary report to the members of the City Council on the activities of the Chamber relating to the promotion of tourism, trade shows, and conventions and the expenditures of the Tax Funds made in connection therewith during the preceding quarter. The original of this quarterly report shall be submitted to the office of the City Council and a copy of this report shall be delivered to each of the individual members of the City Council.
5. The Chamber agrees to establish, as a standing committee, a Tourism Committee with members appointed thereto who reflect the Chamber membership, as well as other organizations, in order to promote and market tourism and other tourism-dependent services and businesses within the City of Blue Ridge and also within Fannin County.
6. The Chamber shall indemnify and hold harmless the City from and against any and all claims, loss, damage, injury, and other liability however caused resulting from, arising out of, or in any way connected with, the activities of the Chamber and its officers, directors, employees, Agreement; provided, however, that this indemnity obligation shall not

apply to any such claim, loss, damage, injury or other liability resulting from, or arising out of, the sole negligence or other wrongful conduct of the City, or its officers, employees, agents, or other authorized representatives.

7. This Agreement shall not be deemed to create any relationship between the City and the Chamber other than that of a principal and independent contractor, respectively. In particular, the parties acknowledge that the Chamber has funding independent of the Tax Funds and that the Chamber and its President shall be free to engage in activities other than those set forth in this Agreement, including, but not limited to, activities that might be improper and inappropriate for a public entity such as the City. In addition, this Agreement shall not be deemed or interpreted to place any restrictions on the activities of any members of the board of directors of the Chamber or its individual members, other than those necessary for the relationship between the City and the Chamber to comply with the applicable provisions of O.C.G.A. 48-13-51, et seq.
8. This Agreement shall be effective from September 13, 2016 until September 12, 2017 (the "Term") if not sooner terminated in accordance with the provisions set forth below. Thereafter, this Agreement shall be automatically renewed for three (3) additional one-year periods (the "Renewal Terms"), unless the City gives written notice to the Chamber of its intent not to renew this Agreement at least six (6) months before the end of the Term or a subsequent Renewal Term, as the case may be. In the event that the City elects not to renew this Agreement, the City shall remain obligated to deliver Tax Funds to the Chamber after the expiration of the Initial or first Renewal Term, as the case may be, in the amount required to fully pay for actual costs incurred or committed to by the Chamber for projects, events or promotions designated by the City Council under this Agreement prior to receiving notice of the City's intent not to renew this Agreement; provided, however, that the City shall have no such obligation with respect to expenditures by the Chamber for personnel.
9. In the event of a default by a party to this Agreement in the performance of any of its obligations under the Agreement during either the Term or any Renewal Term, the other party to this Agreement shall give written notice to the defaulting party of the breach, which notice shall specify the nature of the breach and any actions required to cure the breach. If the defaulting party does not cure the specified breach or initiate steps reasonably intended to cure such breach within 30 days of the receipt of such notice, the other party may terminate this Agreement by written notice to that effect delivered to the defaulting party. Any such early termination of this Agreement shall not relieve or impair the obligations of

either party under this Agreement that have arisen or accrued prior to the effective date of its termination. Without limiting the generality of the foregoing, the provisions of Paragraph 1, 3, 4, and 5 of this Agreement shall survive its termination until the obligations imposed by those provisions have been fully satisfied by the party in question. For example, the Chamber shall continue to be obligated to use the Tax Funds received by it in the manner specified in this Agreement until all such funds have been fully expended, and the City shall continue to be obligated to deliver Tax Funds to the Chamber to the extent necessary to pay for actual costs incurred or committed to by the Chamber for the designated projects, events or promotions under this Agreement prior to the effective date of its termination.

10. Time is of the essence under this Agreement.
11. Any notice or other documents to be given or delivered under this Agreement by any party to any other party shall be in writing and shall be delivered personally or sent by registered or certified United States Mail, return receipt requested, postage pre-paid, to the following addresses:

City: The City of Blue Ridge
 480 West First Street
 Blue Ridge, Georgia 30513
 Attention: City Clerk

Chamber: Fannin County Chamber of Commerce
 P.O. Box 1689
 152 Orvin Lance Drive
 Blue Ridge, Georgia 30513
 Attention: President

Mailed notices shall be effective on the date the party to whom the notice is given signs or refuses to sign the postal receipt for the notice.

Personally delivered notices shall be effective on the date they are tendered to the party to whom the notice is given.

12. This Agreement shall be executed in duplicate, any one of which documents may be used for any purposes for which an original of it may be used. One duplicate original of this Agreement shall be retained by the City and one duplicate original of this Agreement shall be retained by the Chamber.
13. This Agreement shall not be assigned, sublet, or transferred, in whole or in part, by the Chamber without the prior written consent of the City Council.

14. The provisions of this Agreement cannot be altered, amended, repealed or otherwise modified, except by a writing that has been duly authorized and signed by all the parties to it. In addition, no waiver or renunciation of the rights given to the parties by the provisions of this Agreement can occur, except by means of a writing duly authorized and signed by the party to be bound by such waiver or renunciation.
15. This Agreement represents the entire agreement between the parties to it, any and all prior or contemporaneous representations, understandings, or promises, whether written or oral, are deemed to have been merged into the provisions of this Agreement. This Agreement supersedes and replaces all previous agreements between the parties to it relative to the subject matter of this Agreement.
16. If it should appear that any of the provisions of this Agreement are in conflict with any statute, rule, or regulation of the State of Georgia, any such provision shall be deemed inoperative and null and void in so far as it may be in conflict with any such statute, rule, or regulation and the provisions of this Agreement shall be deemed to be modified to conform the requirements of such statute, rule or regulation, including, but not limited to, O.C.G.A. 48-13-51, et seq. the rights and obligations of the parties to this Agreement shall be construed according to, and otherwise governed by the laws of the State of Georgia.
17. Approval of this contract was made by a vote of the City Council had on _____.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement on the dates indicated below:

CITY:

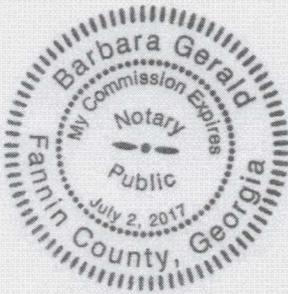
CITY OF BLUE RIDGE, GEORGIA, a
Political Subdivision of the State of Georgia

By: *Donna Whitener*
Mayor Donna Whitener

Attest: *Kelsey Ledford*
Kelsey Ledford, City Clerk

Alicia Stewart
Witness

Barbara Gerald
Notary Public



CHAMBER:

FANNIN COUNTY CHAMBER OF
COMMERCE, INC., a Georgia non-profit
Corporation

By: _____
Chairman, Board of Directors

Attest: _____
Secretary

Witness

(Corporate Seal)

Notary Public

Date Executed: _____



Sales Representative
 Hasley Recreation, Inc.
 P.O. Box 489
 Flowery Branch, GA 30542
 Phone: (770) 965-4042

Equipment Quotation

Quote Number: 19160477
Quote Date: 08/25/2016
Customer Number
Terms of Sale: Net 30
Customer Class:
Shipping Method: Miracle
Freight Terms: Prepaid
Approximate Ship Date:
Cust PO Num:

PO Remittance (if other than Sales Representative):

Prepared For: CITY OF BLUE RIDGE
 480 WEST FIRST STREET
 BLUE RIDGE, GA 30513

Location: CITY OF BLUE RIDGE
 480 WEST FIRST STREET
 BLUE RIDGE, GA 30513

Payment Remittance: Miracle Recreation Equipment Company
 PO Box 204757, Dallas, TX 75320-4757

Payment/Accounting Contact:

Shipping/Delivery Contact:

Quantity	Item Number	Description	Price Each	Price Total
1	BRP10SWG	BLUE RIDGE PLYGRD W/ TEN SPIN, SWNGS & BORDER	\$64,089.20	\$64,089.20
			Equipment Total:	\$64,089.20
			Freight:	\$4,696.00
			Installation:	\$20,145.00
			Other Charge:	\$8,314.00
			Grand Total:	\$97,244.20

Notes:

OTHER CHARGE: CERTIFIED WOOD PLAYGROUND MULCH PROVIDED AND INSTALLED // INSTALLATION IS PERFORMED BY A THIRD PARTY NPSI CERTIFIED PLAYGROUND INSTALLER

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204757, Dallas, TX 75320-4757, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: 19160477 **Quote Date:** 08/25/2016 **Equipment Total:** \$64,089.20 **Grand Total:** \$97,244.20

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT COMPANY		
By:		Date:

ADDITIONAL TERMS CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLE'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

