

REQUEST FOR PROPOSALS FOR ELECTRICAL POWER SUPPLY BLOCK
PURCHASE
FOR
THE BOARD OF WATER, LIGHT AND
SINKING FUND COMMISSIONERS
OF THE
CITY OF DALTON, GEORGIA
D/B/A DALTON UTILITIES

Introduction

Dalton Utilities (Dalton) has operated as a public utility since 1887. It provides electrical, natural gas, potable water and wastewater treatment services to the City of Dalton and portions of Whitfield, Murray, Gordon, Catoosa and Floyd counties. Beginning in 1999, Dalton branched into telecommunications with broadband services to large industrial/commercial customers. In 2003, Dalton launched its OptiLink family of services and now provides broadband, cable tv, telephone and internet services to area residents and businesses. Dalton serves approximately 78,000 customers and employs over 300 area residents.

Dalton serves approximately 18,000 customers as a retail electric service provider with a 2024 summer peak of approximately 475MW. Within its customer mix, there are approximately 60 industrial customers that account for almost 50% of Dalton's load requirements. Residential load is less than 5% of Dalton's consumption profile.

Dalton is a co-owner, along with Georgia Power Company, MEAG Power and Oglethorpe Power Corporation, in multiple coal and nuclear generation facilities in the state of Georgia. Additional resources are provided through long term contracts for fixed capacities of hydroelectric and solar power generation. In total, these owned assets and long-term contracted capacities meet approximately 195 megawatts of Dalton's requirements. Dalton is also one of the four co-owners of the jointly operated Georgia Integrated Transmission System. Bids in the proposal are intended to leverage Dalton's resources with that of one, or multiple, bidders(s) to meet the full needs of Dalton's retail electric customers.

Dalton has over \$1.4B in assets with approximately \$300M in annual revenues. Dalton maintains a Moody's Rating of A2 with a stable outlook. Dalton has a BBB+ rating from S&P with a negative outlook. Audited financial reports are available upon request.

Objective

Dalton is requesting proposals from entities for commitments to meet a portion of its electrical supply requirements for a period beginning January 1, 2028 through December 31, 2037. Capacity must be firm, year-round capacity delivered from resources that can be designated as network resources for Dalton. If perspective bidder can supply capacity beyond this 10-year time period, please note that in the response and provide a time duration for the proposed pricing to Dalton Utilities. Bidders shall be prepared to supply pricing for a block purchase of baseload (Form 1) and peaking (Form 2) capacity and energy in accordance with Forms 1 and 2 below:

- Form 1 provides capacity pricing from Baseload Resources.
- Form 2 provides capacity pricing from Peaking Resources.

Dalton reserves the right to select the bid, or combination of bids, that provides the overall best value to its customers which MAY NOT be the absolute lowest cost solution. This will allow Dalton to accept the most diverse stack of resources from qualified, reliable sources. Dalton will only evaluate opportunities proposed in the RFP Bid submittals, it will not make an attempt to fabricate “creative solutions” outside the bounds of each documented proposal.

Anticipated Schedule (Approximate)

- Public Release of This Proposal: January 28, 2025
- Notice of Intent to Respond and Submission of Prequalification Requirements: February 24, 2025
- Execution of Nondisclosure Agreements and Data Exchange with Qualified Bidders: March 10, 2025
- RFP Response Due: April 2, 2025
- Selection of Awarded Party/Parties: April 16, 2025

Communications

Any questions regarding the RFP after March 10, 2025 SHALL BE submitted to Dalton **NO LATER THAN** the Close of Business March 17, 2025. Responses to inquiries will be provided by March 24, 2025 and made available to all qualified bidders via electronic communication. Any inquiries submitted after the date above may not receive a response and any response to such inquiry is at the sole discretion of Dalton.

The primary point of contact regarding all matters of this RFP is John Thomas at:

USPS:
Chief Executive Officer
Dalton Utilities
PO Box 869
Dalton, Georgia 30722

FEDEX/UPS
Chief Executive Officer
Dalton Utilities
1200 V. D. Parrott Jr. Parkway
Dalton, Georgia 30721

Telephone: 706-529-1004

Email: jthomas@dutil.com

Confidentiality

Dalton will provide a Nondisclosure Agreement (Attachment 1), approved by its counsel, as part of the required prequalification package. Dalton will execute Nondisclosure Agreements with parties deemed to be qualified bidders.

Data Provided to Bidders

Dalton will provide load data to all qualified bidders after the mutual execution of a Nondisclosure Agreement. Data expected to be provided will include:

- Overall Load Projection 2028-2037 (See page 7 of this document). Note that load beginning in 2028 thru 2031 is very significant as it includes the load of Dalton’s major data customers. This load will

continue beyond 2031. Based on financial commitments between Dalton and the data customers, capacity commitments are expected to be shorter in duration with options for possible renewal or extensions.

- Dalton expects that a resource with a heat rate above 10,000 BTU/kWh will be designated as a peaking resource.
- Solar only proposals will not be deemed a qualifying proposal for capacity, proposals that include solar plus storage may be acceptable. Associated storage must be capable of a minimum of 4 hours of continued dispatch at rated capacity. Qualifying solar and storage proposals will only be considered as peaking capacity.

Data from Bidders Requested by Dalton:

- List any firm energy purchase contracts that will be leveraged to meet Dalton's requirements. Include the term and fuel sources (if available).
- List any future owned resources that will, or are planned to, become available between the date of this submittal and December 2037.
- For Baseload capacity, Dalton requests a description of firm fuel supply and transportation contracts for fossil fuel resources. Those resources would be expected to have a minimum 90% availability, a heat rate of less than 10,000 BTU/kWh.
- For Baseload and Peaking capacity, Dalton would seek to understand alternate fuel sources for fossil fuel generation facilities with a description of how much capacity that alternate fuel source could provide and for what duration it could operate at full capacity.
- Proposals should explain the pricing associated with replacement energy if a resource is called upon, but not available at the time.

Description of Services:

FORM 1

Bidder is to provide for a block purchase of at least 30 megawatts, but not more than 625 megawatts (see page 8 for forecasted annual needs) of baseload capacity and energy to Dalton. The term of this purchase is intended to be a minimum of 10 years except for the data load. Pricing shall include all losses and transmission costs associated with energy delivered to Dalton on the Georgia ITS. Bidder may price capacity via a "system average" type price or via separately priced capacity however, the bidder shall identify resources to be part of this purchase by their commonly known names and provide the following for each asset:

- Total resource capacity.
- Fuel type utilized for capacity to be contracted to Dalton.
- Available capacity to be contracted to Dalton (minimum 30 megawatts).
- Identify capacity charges by dollars per kilowatt-month.
- Provide the mechanism for any adjustment to capacity fees if applicable.
- Provide the structure for determining energy costs (in dollars per megawatt hours) from associated capacity (bidder may elect to identify a uniform calculation for entire group of resources).
- Itemize any transmission costs assumed to be required to deliver energy to Dalton on the Georgia ITS.
- Bidders should clarify if energy is "must take" based on some parameter or if resource is callable by Dalton.
- Average net heat rate of resource over the previous 5 calendar years (fossil fuels only).
- Average resource availability, by month, during the most recent 5 calendar years. Please provide as a percentage of available time for each calendar month in the preceding 5 calendar years.

- Average annual capacity factor during the most recent 5 years (immediate 60 months prior to submission of this bid). Scheduled outages may be noted with documented beginning and ending dates.
- Identify any unplanned outages initiated by fuel supply interruptions or transmission system constraints that have occurred within the immediate 60 months prior to submission of this bid. Please include the duration of the outage as well as volume of impacted capacity during each outage.
- Forecasted average annual capacity factor (for the shorter of the proposed contract term or duration of bidder's forecast).
- List planned outage windows for each resource by calendar year and quarter for the years 2028 through 2030.

* Unless the above information is provided by the bidder, Dalton will assume any capacity supplied via a power purchase on behalf of the bidder, vice an owned asset, to be simple cycle natural gas generation.

FORM 2

Bidder is to provide for a block purchase of at least 10 megawatts of peaking capacity and energy, but not more than 93 megawatts (see page 8 for forecasted annual needs) of peaking capacity and energy to Dalton. The term of this purchase is intended to be a minimum of 10 years except for the data loads. Pricing shall include all losses and transmission costs associated with energy delivered to Dalton on the Georgia ITS. Bidder may price peaking capacity via a "system average" type price or via separately priced capacity however, the bidder shall identify resources to be part of this purchase by their commonly known names and provide the following for each asset:

- Total resource capacity.
- Fuel type utilized for capacity to be contracted to Dalton.
- Capacity to be contracted to Dalton (minimum 10 megawatts).
- Identify capacity charges by dollars per kilowatt-month.
- Provide the mechanism for any adjustment to capacity fees if applicable.
- Provide the structure for determining energy costs (in megawatt hours) from associated capacity (bidder may elect to identify a uniform calculation for entire group of resources).
- Itemize any transmission costs assumed to be required to deliver energy to Dalton on the Georgia ITS.
- Bidders should clarify if energy is "must take" based on some parameter or if resource is callable by Dalton.
- Average net heat rate of resource over the previous 5 calendar years (fossil fuels only).
- Average resource availability, by month, during the most recent 5 calendar years. Please provide as a percentage of availability time for each calendar month in the preceding 5 calendar years.
- Average annual capacity factor during the most recent 5 years (immediate 60 months prior to submission of this bid). Scheduled outages may be noted with documented beginning and ending dates.
- Identify any unplanned outages initiated by fuel supply interruptions or transmission system constraints that have occurred within the immediate 60 months prior to submission of this bid. Please include the duration of the outage as well as volume of impacted capacity during each outage.
- Forecasted average annual capacity factor (for the shorter of the proposed contract term or duration of bidder's forecast).
- List planned outage windows for each resource by calendar year and quarter for the years 2028 through 2030.

* Unless the above information is provided by the bidder, Dalton will assume any capacity supplied via a power purchase on behalf of the bidder, vice an owned asset, to be simple cycle natural gas generation.

Bidder shall provide the following:

- An exhaustive list identifying any charges, and their method of being calculated, that will OR CAN be charged to Dalton associated with meeting the above requirements.
- A historical calculation of flowing energy charges, in dollars per megawatt hour, as would have been calculated during the past 3 years, using the methodology proposed herein.

Prequalification Package and Final Proposal Submittal

The bidding entity's pre-qualification package shall include an introductory cover letter signed by an officer of the company. No bid will be opened unless the bidder has been approved by Dalton Utilities prior to **March 3, 2025**. If the bid is submitted by a joint venture, all parties to the joint venture must individually satisfy the pre-qualification requirements. Final determination of the applicant's qualification is determined by Dalton. This package shall be sent to the primary point of contact listed above. The package must be received by Dalton Utilities no later than **5:00 p.m. on February 24, 2025**.

Applicants will be advised of their pre-qualification status by **5:00 p.m. on March 3, 2025**.

Final proposals shall be sent to the primary point of contact listed above and received by Dalton NO LATER THAN April 2, 2025. No proposal received after 5:00 p.m. Eastern Time April 2, 2025 will be opened.

Form 1 Bid Sheet - Capacity Pricing from Baseload Resources

12 Month Period Beginning January 1st thru December 31st	Load volume being quoted by vendor (min. 30MW's)	Total Capacity Price (\$/kW-Month)
2028-2029		
2029-2030		
2030-2031		
2031-2032		
2032-2033		
2033-2034		
2034-2035		
2035-2036		
2036-2037		
*		

*Bidders may quote additional years beyond 2037 if desired.

Notes to Bidders:

- 1.) The availability and pricing of capacity provided to Dalton may be sculpted based on the availability of bidder's various resources throughout the term.
- 2.) Bidders may propose an offer that extends beyond December 31, 2037.
- 3.) Bidders may provide a proposal to meet data load requirements to cover any term, but not less than 12 calendar months, during the calendar years 2028 through 2031.
- 4.) Based on financial commitments between Dalton and its data customers, capacity contracts to support data load are expected to be limited to approximately 36 months. Qualified bids may include proposed renewal or extension terms beyond 2031.

Form 2 Bid Sheet - Capacity Pricing from Peaking Resources

12 Month Period Beginning January 1st thru December 31st	Load volume being quoted by vendor (min. 10MW's)	Total Capacity Price (\$/kW-Month)
2028-2029		
2029-2030		
2030-2031		
2031-2032		
2032-2033		
2033-2034		
2034-2035		
2035-2036		
2036-2037		
*		

*Bidders may quote additional years beyond 2037 if desired.

Notes to Bidders:

- 1.) The availability and pricing of capacity provided to Dalton may be sculpted based on the availability of bidder's various resources throughout the term.
- 2.) Bidders may propose an offer that extends beyond December 31, 2037.
- 3.) Bidders may provide a proposal to meet data load requirements to cover any term, but not less than 12 calendar months, during the calendar years 2028 through 2031.
- 4.) Based on financial commitments between Dalton and its data customers, capacity contracts to support data load are expected to be limited to approximately 36 months. Qualified bids may include proposed renewal or extension terms beyond 2031.

Maximum Baseload Capacity Requirements				
Year	D.U. traditional load (MW)	Data Customer #1	Data Customer #2	Total Max Capacity Req'd
2028-2029	107	47	393	547
2029-2030	107	47	471	625
2030-2031	107	47	471	625
2031-2032	107	*	*	107
2032-2033	107	*	*	107
2033-2034	107	*	*	107
2034-2035	107	*	*	107
2035-2036	107	*	*	107
2036-2037	107	*	*	107
2037-2038	107	*	*	107

Peaking Capacity Requirements				
Year	D.U. traditional load	Data Customer #1	Data Customer #2	Total Max Capacity Req'd
2028-2029	36	5	43	84
2029-2030	36	5	52	93
2030-2031	36	5	52	93
2031-2032	36	*	*	36
2032-2033	36	*	*	36
2033-2034	36	*	*	36
2034-2035	36	*	*	36
2035-2036	36	*	*	36
2036-2037	36	*	*	36
2037-2038	36	*	*	36

* Represents years outside the scope of this request. Does not indicate a reduction in load. Based on financial commitments between Dalton and its data customers, capacity to support data load operations is currently expected to be limited to approximately 36 months. Options to extend those agreements would be considered form terms beyond 2031.

Prequalification Submittal:

The bidder shall provide the following:

- If your company has provided capacity and managed Dalton Utilities partial requirements in the past, Dalton Utilities considers your company as a pre-qualified bidder and you will not be required to complete a prequalification package.
- Proof that the bidding entity has operated under the current corporate name for the last 4 years.
- The full name, address and telephone number of bidding entity's corporate headquarters, relevant regional office(s) and subsidiaries, if any.
- A summary of corporate history including any change in corporate/IRS status, mergers and acquisitions (no more than 30 years if applicable).
- The name, title, and biographical summary of all corporate officers of the bidding entity.
- A corporate organizational chart depicting, at least, the full chain of command associated with providing the character of service for which this proposal will require.
- An attestation that the bidding entity has not failed to provide a service (breach of contract) that is thought to be required by this proposal. If such is not the case, explain.
- An attestation that the bidding entity has not been involved in liquidated damages in the past 5 years or served counterparty with a claim for additional compensation prepared by an attorney or a claims consultant. If such is not the case, explain.
- The bidding entity should provide a statement that they have not been involved in litigation as a plaintiff against a customer in the past 5 years. If such is not the case, explain.
- A list identifying the personnel that could or will be **directly responsible** for managing Dalton's requirements, including but not limited to customer representatives, business development managers, accounting and/or administrative representatives. Please include professional biographies for each (if not included above).
- The last 2 years' audited financial reports
- Most recent Moody's and/or S&P credit rating
- List of all current generation resources including geographic location and a brief description of the facility.
- Evidence that bidding entity does, or did at some point during the last 5 years, provide long term firm transmission service into or through the bounds of the Georgia Integrated Transmission System.
- A reference list of customers (with points of contact) who have purchased capacity, energy, firm transmission service and/or associated ancillaries during the most recent 5 years.

The bidding entity's pre-qualification package shall include an introductory cover letter signed by an officer of the company. No bid shall be opened unless the bidder has been approved by Dalton Utilities prior to the bid opening date. If the bid is submitted by a joint venture, all parties to the joint venture must individually satisfy the pre-qualification requirements. Final determination of the applicant's qualification is determined by Dalton Utilities. This package shall be sent to Dalton Utilities, 1200 V.D. Parrott, Jr. Parkway, Dalton, Georgia, 30721, Attention: John Thomas, Chief Executive Officer. The package must be received by Dalton Utilities no later than **5:00 p.m. on February 24, 2025.**

Applicants will be advised of their pre-qualification status by **5:00 p.m. on March 3, 2025.**

MUTUAL NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") is entered into as of the ____ day of _____ 2025 between the City of Dalton, Georgia an incorporated municipality in the State of Georgia acting by and through its Board of Water, Light and Sinking Fund Commissioners and doing business as Dalton Utilities ("Dalton Utilities") and _____ ("_____"), with an address of _____.

1. The parties to this Agreement intend to disclose to each other certain information, data, and materials, which may include confidential information, in connection with _____ and Dalton Utilities' evaluation of opportunities with respect to a certain Request for Proposal ("RFP") related to the potential purchase of wholesale electric service by Dalton Utilities (the "Business Purpose"). "Confidential Information" means any information, data or materials disclosed by a party (the "Disclosing Party") to the other party (the "Recipient") under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed; or (b) if oral or visual, is identified as proprietary, confidential or private on disclosure and is summarized in a writing so marked and delivered within thirty (30) days following such disclosure. No party shall remove or obliterate any markings appearing on any information, data or materials and indicating the proprietary or confidential nature of such information, data or materials.

2. The terms "Disclosing Party" and "Recipient" include each party's parent companies and affiliates, where applicable, that disclose or receive Confidential Information. The rights and obligations of the parties shall therefore also inure to such parent companies and affiliates, where applicable, and may be directly enforced by or against such parent companies and affiliates.

3. The Recipient acknowledges the economic value of the Disclosing Party's Confidential Information. The Recipient shall (a) use the Confidential Information only for the Business Purpose; (b) restrict disclosure of the Confidential Information to employees and contractors of the Recipient and its affiliates with a "need-to-know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party; (c) advise those employees or contractors who access the Confidential Information of their obligations with respect thereto and, prior to disclosure to such employees and contractors, have entered into non-disclosure agreements with such contractors having obligations of confidentiality as strict as those contained in this Agreement; and (d) copy the Confidential Information only as necessary for those employees or contractors who are entitled to receive it and ensure that all confidentiality notices are reproduced in full on such copies. A "need-to-know" means that the employee or contractor requires the Confidential Information to perform their responsibilities in connection with the Business Purpose. The Recipient shall be responsible for any disclosure of Confidential Information by its employees or contractors.

4. The Obligations of Paragraph 3 shall not apply to any Confidential Information which the Recipient can demonstrate (a) is or becomes available to the public through no breach of this Agreement; (b) was previously known by the Recipient without any obligation to hold it in confidence; (c) is received from a third party free to disclose such information without

restriction; (d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party; (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization; (f) is required by law or regulation (including, without limitation, the Georgia Open Records Act, O.C.G.A. §§ 50-18-70 et. seq., as amended) to be disclosed, but only to the extent and for the purposes of such required disclosure; or (g) disclosed in response to a valid order or rule of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order to permit the Disclosing Party to seek an appropriate protective order. In any action brought for breach of this Agreement, the Recipient shall have the burden of proving that disclosure of Confidential Information was permitted under this Paragraph 4.

5. When requested by the Recipient, the Disclosing Party shall provide a non-confidential summary of Confidential Information prior to disclosure of the actual Confidential Information to enable the Recipient to determine whether it can accept the Confidential Information. Each party has the right to refuse to accept any information under this Agreement, and nothing obligates either party to disclose to the other party any particular information.

6. If the Disclosing Party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Recipient, provided that the Disclosing Party shall summarize the information in writing within thirty (30) days thereafter. The Recipient's obligations under Paragraph 3 of this Agreement in connection with information encompassed by this Paragraph 6 shall commence upon notice from the Disclosing Party of the failure to properly mark or identify the information.

7. Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within thirty (30) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, other than one copy which may be retained for the purpose of regulatory compliance or as deemed necessary by the Recipient's legal advisors to the Disclosing Party or, if so directed by the Disclosing Party, destroy all such Confidential Information. The Recipient shall also, within fifteen (15) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Paragraph.

8. The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

9. No agency, partnership, joint venture, or other joint relationship is created by this

Agreement. Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as said discussions or work do not result in the disclosure of Confidential Information protected by this Agreement. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products or services without use of the other party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement prohibits the Receiving Party from developing or having developed for it products, services, concepts, systems or techniques that are similar to or compete with the products, services, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

10. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement, except that the Disclosing Party warrants that it has the authority to make the disclosures contemplated hereunder.

11. This Agreement shall be effective as of the date first written above and shall continue until terminated by either party upon thirty (30) days prior written notice. All obligations undertaken respecting Confidential Information shall survive termination of this Agreement and shall continue for three (3) years from the date of termination of this Agreement.

12. This Agreement may not be assigned by either party without the prior written consent of the other party. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to such assignment. Any assignment in violation of this Paragraph 12 shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.

13. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreement to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

14. Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates.

15. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding relating thereto. The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by both parties. This Agreement shall

be governed in all respects by the laws of the United States and the domestic laws of the State of Georgia, and the Superior Court for Whitfield County, Georgia shall be the exclusive jurisdiction and venue to hear any dispute regarding this Agreement, and the parties waive any and all defenses or claims related to said venue and jurisdiction.

16. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile (including but not limited to a Portable Document Format ("PDF") or similar copy) shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart of this Agreement by facsimile or PDF shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.

The City of Dalton, acting by and through
The Board of Water, Light, and Sinking
Fund Commissioners

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____