

Redevelopment Agreement
(730 Briggs Street)

This Redevelopment Agreement (the "Agreement") is made and entered into this 12th day of January, 2021 (the "Effective Date") by and between the Town of Erie Urban Renewal Authority, an urban renewal authority and a body corporate and politic of the State of Colorado with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Authority") and Means Rentals, RLLLP, a Colorado registered limited liability limited partnership with an address of 3076 11th St, Boulder, CO 80304 (the "Developer") (each a "Party" and collectively the "Parties").

Whereas, the Town of Erie, Colorado (the "Town") is a statutory municipality and political subdivision of the State of Colorado;

Whereas, the Town's Board of Trustees established the Authority on October 11, 2011;

Whereas, the Board of Trustees adopted the Historic Old Town Erie Urban Renewal Plan, as amended (the "Plan");

Whereas, Developer seeks to construct Eligible Improvements (hereinafter defined) at a property located at 730 Briggs Street and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Redevelopment Property");

Whereas, the Authority has determined that the redevelopment of the Project in order to remediate blight is consistent with and in furtherance of the purposes of the Authority and the Plan;

Whereas, to facilitate the acquisition, construction and installation of the Project, the Authority seeks to reimburse Developer for the cost of certain Eligible Improvements up to a maximum aggregate amount of **\$480,000 (the "Reimbursement Amount")** as set forth in this Agreement through utilization of property tax increment and sales tax increment;

Whereas, pursuant to the Colorado Urban Renewal Law, C.R.S. § 31-25-101, *et seq.* (the "Act"), and the Plan, the Authority may finance undertakings pursuant to the Plan by any method authorized under the Act or any other applicable law, including, without limitation, issuance of notes, bonds and other obligations in an amount sufficient to finance all or part of the Plan; borrowing of funds and creation of indebtedness; advancement of reimbursement agreements; agreements with public or private entities; and loans, advances and grants from any other available sources; and the Plan authorizes the Authority to pay the principal and interest on any such indebtedness from property and sales tax increments, or any other funds, revenues, assets or properties legally available to the Authority; and

1/7/2021

Whereas, the Parties wish to enter into this Agreement for the redevelopment of the Property in accordance with the Plan and the Act.

Now, therefore, in consideration of the mutual covenants and promises of the Parties contained in this Agreement, and other valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Commence Construction" means the commencement by Developer or a tenant of Developer of actual physical work on the Project, including without limitation deconstruction, demolition and site grading on the Property as required for the Project.

"Developer Advances" means, collectively, amounts advanced or incurred by Developer to pay any Eligible Costs.

"Eligible Costs" means, collectively, the reasonable and customary expenditures for the acquisition, design, construction and installation of the Eligible Improvements, including, without limitation, reasonable and customary soft costs and expenses, as set forth in **Exhibit B** attached hereto and incorporated herein by this reference, as amended, including all reasonable and customary costs and expenses related to the engineering and design work for the Eligible Improvements, up to the Reimbursement Amount.

"Eligible Improvements" means the improvements set forth in **Exhibit B**, as amended.

"Executive Director" means the Executive Director of the Authority.

"Pledged Revenues" means the total aggregate principal amount of the Reimbursement Amount as defined in this Agreement.

"Project" means the redevelopment of the Property by the construction of the Eligible Improvements.

"Town Requirements" means, collectively, all of the Town's applicable design, planning and building standards in order for Developer to obtain Site Plan approval and approval of a Minor Plat Amendment for the Property.

2. Construction and Financing.

(a) *Construction.* If Developer proceeds with the Project, then Developer shall be responsible for acquiring, constructing and installing the Eligible Improvements, and shall be responsible for compliance in all respects with the Town Requirements.

(b) *Financing.* Developer shall be responsible for initially financing the costs and expenses in connection with the acquisition, construction and installation of the Eligible Improvements or causing the lien-free acquisition, construction and installation of the Eligible Improvements, including, without limitation, all design costs, engineering costs and other soft costs incurred in connection therewith.

3. Conditions Precedent to Payment of Reimbursement Amount. Unless waived in writing by the Executive Director, the following conditions precedent shall be satisfied prior to Developer receiving reimbursement for Eligible Costs pursuant to the terms and provisions of this Agreement (the "Conditions Precedent"): Developer shall have completed one or more discrete components of the Eligible Improvements, and Developer shall have submitted the Certificate Relating to Reimbursement Amount to the Authority for one or more discrete component of the Eligible Improvements; and no Defaults by Developer shall have occurred and be continuing under this Agreement.

4. Developer's Obligations.

(a) *Acquisition, Construction and Installation of Project.* This Agreement shall not obligate Developer to proceed with the Project. If Developer proceeds with the Project, Developer shall be responsible for the financing, design, acquisition, construction and installation of the Eligible Improvements, subject to the provisions in this Agreement regarding reimbursement of Eligible Costs in accordance herewith. The design and construction of the Project shall comply in all material respects with all applicable codes and regulations of entities having jurisdiction, including the Town Requirements. Notwithstanding any provisions to the contrary contained herein, Developer shall be entitled to reimbursement for Eligible Costs incurred in connection with an Eligible Improvement only if such Eligible Improvement complies with Town Requirements. If Developer proceeds with the Project, Developer will pay or cause to be paid all required fees and costs, including those imposed by the Town, in connection with the design, construction, applicable warranty requirements, and use of the Project.

(b) *Eligible Improvements.* The list of Eligible Improvements set forth in **Exhibit B** may be amended at the written request of Developer with the written consent of the Executive Director.

(c) *Access to Property.* Subject to the terms and restrictions of any leases or other documents encumbering the Property, Developer will permit representatives of the Town and the Authority access to the Property and the Project at reasonable times during regular business hours and with prior notice as necessary for the purpose of carrying out or determining compliance with this Agreement, the Plan, the Town Requirements or any Town code or ordinance, including without limitation inspection of any work being conducted. The Authority shall not interfere with the operation or use of the Property in connection with any such access.

(d) *Appeal of Property Taxes.* Developer shall provide written notice to the Authority of any requested reduction by Developer in any portion of the Property's real property tax assessed valuation or abatement of any portion of the Property's real property taxes.

(e) *Notification of Sale.* Developer shall provide written notice to the Authority of the sale of all or any portion of the Property during the term of this Agreement.

5. Authority's Obligations.

(a) *Payment of Reimbursement Amount.*

(i) Upon compliance with the Conditions Precedent or the Executive Director's waiver of any of the Conditions Precedent, the Authority shall reimburse Developer for Eligible Costs incurred in connection with the acquisition, construction and installation of Eligible Improvements in an amount equal to the Reimbursement Amount.

(ii) Developer shall submit, no more frequently than on a monthly basis, the Certificate of Reimbursement Amount, as shown in attached **Exhibit C**, attached hereto and incorporated herein by this reference (the "Certificate"), together with proof of certification by a licensed architect or engineer that one or more of the discrete components of the Eligible Improvements.

(iii) The Executive Director may determine what qualifies as a discrete component of the Eligible Improvements under this Agreement, and may grant requests for reimbursement of Eligible Costs on a percentage completion basis if satisfied by the sufficiency of the work and the Certificate and related documentation. The Authority will have 30 days after Developer has submitted the Certificate to confirm whether or not such Certificate complies with the terms and provisions of this Agreement and whether the Conditions Precedent have been satisfied or waived by the Executive Director.

(iv) If the Authority does not provide written approval or disapproval within such 30-day period, the Certificate shall be deemed approved by the Authority. If the Authority notifies Developer in writing within such 30-day period that the Authority disputes that the Conditions Precedent have been satisfied or waived, or that there is not sufficient documentation relating to all or any portion of the Eligible Costs that have been incurred by Developer, and sets forth a detailed explanation why the conditions precedent have not been satisfied, waived or sufficiently documented, such portion of the Reimbursement Amount that is in dispute shall not become due and payable until Developer and Authority have resolved the dispute.

(b) *No Election Required.* The Parties acknowledge that according to the decision of the Colorado Court of Appeals in *Olson v. City of Golden*, 53 P.3d 747 (2002), an urban renewal authority is not a local government and therefore is not subject to the provisions of Article X, Section 20 of the Colorado Constitution. Accordingly, the Authority may enter into this Agreement with Developer, and agree to remit the Pledged Revenues to Developer to reimburse Developer for Eligible Costs in accordance with the provisions of this Agreement without electoral authorization, and such obligations are not subject to annual appropriation.

(c) *No Impairment.* The Authority will not enter into any agreement or transaction that impairs the rights of the Parties, including without limitation the right to receive and apply the Pledged Revenues in accordance with this Agreement.

6. Reimbursement. Upon compliance with the Conditions Precedent, the Authority shall reimburse Developer for Eligible Costs from available funds of the Authority, in an amount not to exceed the Reimbursement Amount. Upon execution of this Agreement, the Authority shall earmark and encumber, from legally available funds presently on hand or anticipated to be on hand within a 12-month period, the Reimbursement Amount for use in meeting its obligation to reimburse the Developer for the Eligible Costs.

7. Insurance. Prior to the Commencement of Construction, Developer will provide the Town and the Authority with certificates of insurance showing that Developer is carrying, or causing prime contractors to carry, the following insurance: General Liability, with a general aggregate of \$2,000,000; fire damage of \$100,000; medical expense of \$5,000; products/completed operations aggregate of \$2,000,000; personal and advertising injury of \$1,000,000 with each occurrence up to \$1,000,000, with deductible of \$2,500 per claim. Excess liability shall be covered in an amount equal to \$10,000,000 per occurrence/\$10,000,000 aggregate.

8. Indemnification. From Commencement of Construction through Completion of Construction, and for any action arising during that time period, Developer agrees to indemnify, defend and hold harmless the Town and the Authority, its officers, agents and employees, from and against all liability, claims, demands, and expenses, including fines imposed by any applicable state or federal regulatory agency, court costs and attorney fees, on account of any injury, loss, or damage to the extent arising out of any of the work to be performed by Developer, any subcontractor of Developer, or any officer, employee, agent, successor or assign of Developer under this Agreement, but only to the extent such injury, loss, or damage is caused by the negligent act or omission, error, professional error, mistake, accident, or other fault of Developer, any subcontractor of Developer, or any officer, employee, agent, successor or assign of Developer, but excluding any injuries, losses or damages which are due to the gross negligence, breach of contract or willful misconduct of the Authority.

9. Representations and Warranties.

(a) *Authority.* The Authority represents and warrants as follows:

(i) The Authority is a body corporate and politic of the State of Colorado, duly organized under the Act, and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations.

(ii) The Authority knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the Authority or its officials with respect to this Agreement that has not been disclosed in writing to Developer.

(iii) The execution and delivery of this Agreement and the documents required and the consummation of the transactions contemplated by this Agreement will not: conflict with or contravene any law, order, rule or regulation applicable to the Authority or to its governing documents; result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Authority is a Party or by which it may be bound or affected; or permit any Party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Authority.

(iv) The Reimbursement Amount to be paid by the Authority is from available funds of the Authority, and is not subject to any other or prior pledge or encumbrance, and the Authority will not encumber the funds necessary to pay the Reimbursement Amount prior to full payment to Developer.

(v) This Agreement constitutes a valid and binding obligation of the Authority, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

(b) *Developer.* Developer represents and warrants as follows:

(i) Developer is a Colorado registered limited liability limited partnership in good standing and authorized to do business in the State of Colorado and has the power and the authority to enter into and perform in a timely manner its obligations under this Agreement.

(ii) The execution and delivery of this Agreement has been duly and validly authorized by all necessary action on its part to make this Agreement valid and binding upon Developer.

(iii) The execution and delivery of this Agreement will not: conflict with or contravene any law, order, rule or regulation applicable to Developer or to

Developer's governing documents; result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which Developer is a party or by which it may be bound or affected; or permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of Developer.

(iv) Developer knows of no litigation, proceeding, initiative, referendum, or investigation or threat or any of the same contesting the powers of Developer or any of its principals or officials with respect to this Agreement that has not been disclosed in writing to the Authority.

(v) This Agreement constitutes a valid and binding obligation of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

10. Term and Termination.

(a) *Term.* The term of this Agreement commences on the Effective Date and terminates on the date that the Reimbursement Amount is paid in full by the Authority from the Pledged Revenues, is otherwise terminated as provided herein, or **January 12th, 2035**, whichever first occurs; provided that the following provisions shall continue beyond the term of this Agreement: any rights and remedies that a Party has for a Default hereunder; and the indemnification provisions in Section 8.

(b) *Termination.* This Agreement may be terminated by Developer at any time prior to the Commencement of Construction. If Developer Commencement of Construction has not occurred by **September 30th, 2021**, then the Authority shall have the option to terminate this Agreement. To terminate this Agreement, the terminating Party shall provide written notice of termination to the other Party. Such termination shall be effective 30 days after the date of such notice, without any further action by the Parties, unless prior to such time, the Parties are able to negotiate in good faith to avoid termination. Upon termination, this Agreement shall be null and void and of no effect, and no action, claim or demand may be based on any term or provision of this Agreement, except as otherwise expressly set forth herein.

11. Conflicts of Interest. None of the following will have any personal interest, direct or indirect, in this Agreement: a member of the governing body of the Authority or the Town, an employee of the Authority or of the Town who exercises responsibility concerning the Plan, or an individual or firm retained by the Town or the Authority who has performed consulting services to the Authority or the Town in connection with the Plan or this Agreement. None of the above will participate in any decision relating to the Agreement that affects their personal interests or the interests of any corporation, partnership or association in which they are directly or indirectly interested.

12. Default. The following events shall constitute a Default under this Agreement:

(a) Any representation or warranty made by a Party in this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon the other Party.

(b) So long as the Reimbursement Amount has not been paid in full, the Authority fails to remit the Pledged Revenues on deposit with the Authority to Developer in accordance with the terms of this Agreement.

(c) Except as otherwise provided in this Agreement, any Party fails in the performance of any other covenant in this Agreement and such default continues for 30 days after written notice specifying such default and requiring the same to be remedied is given by a non-defaulting Party to the defaulting Party. If such default is not of a type which can be cured within such 30-day period and the defaulting Party gives written notice to the non-defaulting Party or Parties within such 30-day period that it is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time given the nature of the default following the end of such 30-day period to cure such default; provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure in good faith.

13. Remedies. Upon the occurrence and continuation of a Default, the non-defaulting Party's remedies will be limited to the right to enforce the defaulting Party's obligations by an action for injunction, specific performance, or other appropriate equitable remedy or for mandamus, or by an action to collect and enforce payment of sums owing hereunder, and no other remedy, and no Party will be entitled to or claim damages for a Default by the defaulting Party, including, without limitation, lost profits, economic damages, or actual, direct, incidental, consequential, punitive or exemplary damages.

14. Miscellaneous.

a. *Assignment.* This Agreement shall not be assigned in whole or in part without the prior written authorization of the other Party.

b. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be in Weld County, Colorado.

c. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement; provided, however, that the Town shall be deemed to be a third-party beneficiary under this Agreement to the extent that Developer or the Authority have agreed to undertake certain actions for the benefit of the Town.

d. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

e. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

f. *No Joint Venture.* Notwithstanding any provision hereof, neither the Authority nor the Town shall ever be a joint venture in any private entity or activity which participates in this Agreement, and neither the Authority or the Town shall ever be liable or responsible for any debt or obligation of any participant in this Agreement.

g. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

h. *Integration.* This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

i. *Recordation.* This Agreement shall be recorded in the real estate records of the Weld County Clerk and Recorder, and shall be a covenant running with the Property.

j. *Authority.* The Executive Director shall have the authority to act on behalf of the Authority under this Agreement.

k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

l. *Anti-Discrimination.* Developer, for itself and its successors and assigns, agrees that in the construction of the Eligible Improvements and in the use and occupancy of the Property and the Eligible Improvements, Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, disability, marital status, ancestry, or national origin.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Town of Erie Urban Renewal Authority

Jennifer Carroll, Chair

Attest:

Heidi Leatherwood, Town Clerk

Developer

DocuSigned by:

Margaret Trevarton

Margaret Trevarton

General partner

Means Rentals, RLLLP

State of Colorado)

) ss.

County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2020, by _____ as _____ of Means Rentals, RLLLP.

My commission expires:

(Seal)

Notary Public

Exhibit A
Legal Description of the Property

Lot 2, Town of Erie Means Rentals, RLLLP, Amendment, a Replat of Lots 1-5, Block 11,
Town of Erie County of Weld, State of Colorado, also known by street and number as
730 Briggs Street, Erie, Colorado 80516

Exhibit B Eligible Improvements

1 Architectural details (e.g. cornices, bulkheads, tansoms, etc.)	\$4,610
2 brickwork, wood, masonry, and stucco with "timeless" materials	\$220,142
3 Roof	\$87,310
4 Windows and doors	\$109,870
5 Stairs, stoops and porches	\$36,833
6 Accent Lighting	\$15,000
7 Sidewalks, curbs, driveways, water and sewer utilities that are exposed/impacted during renovation activities	\$67,313
Total	\$ 541,078

Notary Public

Within 30 days of receipt of this Certificate by the Authority, the Authority has determined as follows:

- The Authority hereby verifies that: (a) this Certificate complies with the terms and conditions of the Redevelopment Agreement and that the conditions precedent set forth in Section 3 of the Redevelopment Agreement have been satisfied or waived in writing by the Executive Director; and (b) the documentation submitted with this Certificate is sufficient to verify that the Reimbursement Amount requested pursuant to this Certificate has been allocated to the reimbursement of Eligible Costs incurred in connection with Eligible Improvements in accordance with the Redevelopment Agreement.
- The Authority hereby notifies Developer that (a) the Authority disputes that the conditions precedent set forth in Section 3 of the Redevelopment Agreement have been satisfied or waived; or (b) that the documentation submitted with this Certificate is not sufficient to verify that the total Reimbursement Amount requested pursuant to this Certificate is for the reimbursement of Eligible Cost incurred in connection with Eligible Improvements. Set forth below is a detailed explanation of the reasons why the Authority disputes that these conditions precedent have been satisfied or waived or that such documentation is insufficient:

Dated this ____ day of _____, 20__.

Executive Director

Certificate Of Completion

Envelope Id: 2C58834996584E2BB722583EE85C6A2C	Status: Completed
Subject: Please DocuSign: 730 agreement_V2.docx	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lucas Workman
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	645 Holbrook Street
	P.O. Box 750
	Erie, CO 80516
	lworkman@erieco.gov
	IP Address: 73.229.133.165

Record Tracking

Status: Original	Holder: Lucas Workman	Location: DocuSign
1/7/2021 11:23:38 AM	lworkman@erieco.gov	

Signer Events

Margaret Trevarton
MARGARET@meansrentals.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

1FE4EE0917AA4D9...
Signature Adoption: Pre-selected Style
Using IP Address: 73.217.93.122
Signed using mobile

Timestamp

Sent: 1/7/2021 11:25:25 AM
Viewed: 1/7/2021 2:30:33 PM
Signed: 1/7/2021 2:59:16 PM

Electronic Record and Signature Disclosure:
Accepted: 1/7/2021 2:30:33 PM
ID: f9caddc6-6d43-4e07-a3ee-906693f4267c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Ben Pratt
bpratt@erieco.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 1/7/2021 2:59:18 PM
Viewed: 1/7/2021 3:53:11 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Heidi Leatherwood
hleatherwood@erieco.gov
Town Clerk
Town of Erie

COPIED

Sent: 1/7/2021 2:59:18 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/7/2021 11:25:25 AM
Certified Delivered	Security Checked	1/7/2021 2:30:33 PM
Signing Complete	Security Checked	1/7/2021 2:59:16 PM
Completed	Security Checked	1/7/2021 2:59:18 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Erie (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Erie:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@erieco.gov

To advise Town of Erie of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@erieco.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Erie

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to townclerk@erieco.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Erie

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@erieco.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Erie as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Erie during the course of your relationship with Town of Erie.