

Agreement for Design Services
(North Water Treatment Facility Deep Well Injection – P25-298)

This Agreement for Design Services (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and New IPT, Inc., an independent contractor with a principal place of business at 1707 Cole Blvd, #200, Golden, CO 80401 ("Consultant") (each a "Party" and collectively the "Parties").

Whereas, the Town requires design services; and

Whereas, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required design services.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Consultant shall furnish all of the professional services, labor, materials, and equipment required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services").

B. A change or addition to the Services shall not be effective unless authorized as a duly executed amendment to this Agreement. If Consultant proceeds without such written and duly executed authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. *Term.* The term of this Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Services to the satisfaction of the Town, or until terminated as provided herein.

B. *Termination for Convenience.* The Town may, at any time and without cause, terminate the Agreement in whole or in part for the Town's convenience and without cause upon 30 days' written notice to Consultant. If the Town terminates this Agreement for convenience, the following shall apply:

1. Consultant is not entitled to any claim for any amount, including lost profits or other special or consequential damages, for or in connection with any portion of the Services yet to be performed.
2. Upon receipt of a termination notice, Consultant shall, unless otherwise directed by the Town, take all of the following actions: (a) cease operations as directed by the Town in the notice; (b) take all actions necessary or that the Town may direct for the protection and the preservation of work performed by Consultant pursuant to the Agreement; and (c) use all reasonable efforts to cancel or divert outstanding commitments and subcontracts for procurement of services, materials or equipment to the extent they relate to the terminated portion of the Services.
3. The Town shall pay Consultant for that portion of the Services properly executed prior to the date of the termination and, to the extent approved by the Town, actual cancellation charges or loss incurred by Consultant upon outstanding commitments or subcontracts that Consultant is unable to cancel, provided Consultant has proven reasonable efforts to divert the commitments to other activities. Within 60 days of the effective date of the termination, Consultant shall submit a claim to the Town, along with all supporting backup documentation and cost records substantiating the amounts claimed. Consultant shall not be entitled to lost profits or any other form of special or consequential damages, or any costs incurred due to Consultant's or any of its suppliers or subconsultants fault or failure to mitigate as a result of any such termination by the Town for convenience.

C. *Termination for Default.* If Consultant defaults in the timely and proper performance of any of Consultant's obligations under this Agreement, without prejudice to any other rights or remedies, the Town may terminate this Agreement or reassign all or any portion of the Services upon 30 days' written notice to Consultant. Upon termination, the Town shall pay Consultant for that portion of the Services previously authorized and satisfactorily completed prior to the date of the notice of termination, subject to any offset or other claim for damages suffered by the Town that are attributable to Consultant's default.

III. Compensation

In consideration for the completion of the Services by Consultant, the Town shall pay Consultant an amount not to exceed \$864,311, as further set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. Professional Responsibility

A. Consultant represents and warrants that it is qualified to assume the responsibilities and render the Services and has all requisite corporate authority and professional licenses in good standing, required by law. The work and Services performed

by Consultant shall be performed in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work or services in the applicable community. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, incidental services or materials, and other work furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors, omissions or deficiencies in its designs, drawings, specifications, reports, and other work that fails to maintain the level of skill and care that an ordinary prudent professional in the same or similar circumstances would maintain, or fails to conform to applicable law, and Consultant shall reimburse the Town for any costs, expenses, or other liabilities caused by or attributable to such errors, omissions or deficiencies.

B. Approval, review or acceptance by the Town of drawings, designs, specifications, reports, incidental Services or materials, and other work or Services furnished by Consultant or its subcontractors or subconsultants hereunder shall not in any way relieve Consultant of responsibility for the Services.

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subconsultants or subcontractors to perform any work under this Agreement, except as expressly set forth in **Exhibit A**.

D. Consultant shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

E. Consultant shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Consultant's noncompliance with such accessibility standards.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the work product without providing notice to or receiving consent from Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

VII. Insurance

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. Indemnification

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor or subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor or subconsultant of Consultant; provided that Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor or subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor or subconsultant of Consultant.

B. The extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *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.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *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

Exhibit A

Scope of Services

1. Services. Consultant hereby agrees to and accepts responsibility to perform the following Services:

Project Management & Coordination

- Conduct regular project meetings with the Town of Erie and key stakeholders. (Wells Team & Facilities Team)
- Schedule project meetings, prepare meeting agenda and distribute meeting minutes.
- Develop and maintain a project schedule and budget. Periodically provide an update on schedule and budget performance.
- Coordinate with regulatory agencies, including EPA Region 8 and the State of Colorado.
- Provide when requested project updates in an editable format and/or Adobe Acrobat .PDF format and may include aerial photography, AutoCAD/digital planimetrics, digital photographs, as well as verbiage. Consultant shall also be ready when requested to prepare presentation materials including Power Point presentations to support project outreach and communications efforts.

Geological & Hydrogeological Evaluation

- Perform site-specific geologic studies, including core sampling and analysis of subsurface formations: Review of current geologic overview completed by Burns & McDonnell. Prepare geoprog including bottom-hole temperature and fracture gradient estimates from surface to total depth (TD) for drilling planning. Analysis and interpretation of the degree of fracturing and faulting in the Fountain Formation and implications of injectivity.
- Conduct petrophysical and reservoir modeling to assess injection capacity and formation properties.
- Identify and assess confining zones to protect underground sources of drinking water (USDWs).

Regulatory Compliance & Permitting

- Prepare and submit the Class I Underground Injection Control (UIC) permit application to EPA Region 8.
- Develop required permit attachments, including geological data, well construction details, and Area of Review (AOR) analysis.

Injection Facilities Design & Engineering

- Develop detailed well design schematics, including casing, cementing, tubing, and packer specifications.
- Develop detailed pump station design, including chemical systems, equipment selection, and installation.

- Coordinate with water treatment facility consultant for site civil design, piping, power supply, and control integration.
- Provide recommended materials that are compatible with brine composition and meet mechanical integrity requirements.
- Design for injection capacity and mitigate the need for multiple wells.

Testing & Monitoring Program

- Design pre-injection testing protocols, including petrophysical logs, fluid sampling, and step-rate and pressure fall-off tests to determine formation fracture pressure.
- Develop a comprehensive monitoring plan for continuous tracking of injection pressures, flow rates, annulus pressure, and fluid composition.
- Outline procedures for periodic mechanical integrity testing (MIT) and groundwater monitoring.

Construction Planning & Specifications

- Develop construction plans and specifications for well installation, including site preparation, and well pad design at 30%, 60%, 90% and 100% complete design milestones. (Well & Facility)
- Develop construction plans and specifications for pump station, including associated chemical and piping systems.
- Identify and specify specialized materials or equipment required.

Operational Planning

- Develop operational procedures for injection activities, including emergency response and contingency plans. (Well & Facility)
- Integrate monitoring and controls system with NWTF facility operations.
- Develop well plugging, abandonment, and site restoration plans.

Project Delivery

- Develop project delivery plan for selection and onboarding of a drilling contractor(s) and installation of the test well: Draft and send RFQs to vendors; Communication with Vendors; Review of quotes and build comparison document; Meeting with Town of Erie to review comparison document and make recommendations; Meetings with Critical Vendor(s); Final Award Meeting with Town of Erie and Award work; Track MSA progress (assumes MSA redlines/review/negotiations are performed by Town of Erie and time/costs estimated are based on standard MSA processes – if support scope exceeds initial assumptions, a supplemental request may be submitted). (Well & Facility)
- Develop approach to project management, communication and change control during test well installation, testing and operation.

Cost Estimation & Financial Assurance

- Provide a detailed cost estimate for well construction, testing, and long-term monitoring.

- Establish a target cost for well construction, testing, and long-term monitoring.
- Provide a process to track design decisions, schedule and on target costs for well construction, testing, and long-term monitoring.
- Provide a cost estimate and schedule for periodic well maintenance.
- Develop a financial assurance plan for well plugging, abandonment, and site restoration.

2. Deliverables. In performance of the duties described above, Consultant shall deliver the following items to the Town, during the timeframes established by the Town:

Documentation & Deliverables

- Submit detailed design drawings, engineering reports, and technical specifications. (Well & Facility)
- Provide permit documentation and regulatory correspondence (EPA, Weld County, CDPHE, SPCC, etc.). (Well & Facility)
- Deliver operational manuals, monitoring plans, and compliance reporting templates. (Well & Facility)
- It is anticipated that design Engineer will be required to prepare Record Drawings for the completed construction. Review the Town's Guidelines for record drawing preparation and submittal; prepare all design documents in a manner that will facilitate preparation and transfer to Town's GIS system. (Well & Facility)

Design Standards

- Prepare the design in conformance with the Town Engineering Standards and Specifications, they are on the Town website, as well as the Municipal Code, the Uniform Development code, and Town Storm Water Regulations. (Well & Facility)
- Prepare design and submit record documents in accordance with the Town of Erie User Guide Digital Record Drawing Submittal Requirements Index. (Well & Facility)
- Prepare a drainage report that addresses storm water and water quality requirements (Well & Facility)
- Analyze and address all stormwater and water quality requirements to ensure Project is compliant with the Town's Stormwater Quality Permit and MS4 Regulations. Consultant to determine the need/lack of need for a CDPHE-CDPS permit and the need/lack of need for water quality.

Environmental Permitting & Cultural/Historical Resources

- Evaluate environmental impacts and as required prepare documentation as necessary for EPA permit, Army Corps of Engineer permit and other regulatory permits.

Land Ownership, Easements & Permitting

- As needed, contact and coordinate utility locates with all utility providers within the Project area during design

- Conduct a regulatory analysis and prepare a matrix that identifies permits, licenses, agreements, and similar approvals required for design and construction of the Project and assist with necessary permitting as required by this Project. Such permitting may consist of working with local, state, and federal agencies. Necessary permits for this Project may include but not be limited to permits through the Colorado Department of Public Health and Environment (CDPHE), Weld County, and Town of Erie. (Well & Facility)
- Permits required to be obtained by the construction contractor will be referenced in the specifications.
- Coordinate and communicate with Weld County and schedule a preliminary conceptual meeting to determine the construction requirements (installation, restoration, etc.) and permitting schedule with the County, if any is needed.
- Coordinate with landowners and nearby ditch operators affected by easements and/or construction activities regarding review, installation, and restoration requirements. Nearby ditch operators may include but not be limited to the Boulder & Weld County Ditch Company.
- Coordinate with the Town of Erie for any necessary construction permitting required within the Town's limits. Coordinate with the different Town departments through the plan review process and meetings at 60% and 90% design. (Well)

Field Data Collection

- Gather available existing utility mapping from Burns & McDonnell for the construction area and review for conflicts with injection facilities and flowline individual utility companies and the Town for the construction area. Every attempt will be made to achieve SUE level B designation in accordance with ASCE 38-02 and SB 18-167. Utilities that are not field designated will be shown as mapped lines.
- Tie the topographical survey work to the Town's coordinate system.
- Utilize data from the topographical survey and utility company research and develop a utility testholing plan.
- Perform subsurface utility engineering (SUE) Level A locates of existing utilities that will be paralleled in proximity, crossed, or connected to by the proposed construction to determine their location, elevation, size, material, and alignment.
- Develop a Utility Testholing Report summarizing the findings. Utility mapping and coordination with existing utilities will be provided in this report in addition to the testholing results. This report will be provided to the town in PDF format.

3. Time. The Services shall commence on the effective date and are anticipated to be completed by: March 31, 2027.

Exhibit B

Compensation

As compensation for completion of the Services in compliance with this Agreement, the Town shall pay Consultant as follows:

1. Contractor shall utilize its fee proposal dated October 3, 2025, to format monthly invoices indicating the Tasks, hours expended, staff unit rates and cost expended.
2. Contractor shall adhere to the budgeted amounts for each category and task indicated in the proposal, and obtain prior approval from Town before reallocating budgets between scope category.
3. The budget allocation is summarized as follows:

Scope Category	Hours	Budget Allocation
1. Project Management & Coordination	362	\$ 82,352
2. Geological & Hydrogeological Evaluation	119	\$ 30,923
3. Regulatory Compliance & Permitting	213	\$ 56,648
4. Injection Facilities Design & Engineering	270	\$ 53,237
5. Testing & Monitoring Program	90	\$ 23,888
6. Construction Planning & Specifications	330	\$ 64,965
7. Operational Planning	167	\$ 36,482
8. Project Delivery Plan	323	\$ 78,674
9. Cost Estimation & Financial Assurance Plan	198	\$ 52,448
10. Documentation & Deliverable	675	\$125,063
11. Design Standards	657	\$124,454
12. Environmental Permitting & Cultural/Historical Resources	16	\$ 2,352

13. Land Ownership, Easements & Permitting	483	\$108,519
14. Field Data Collection	57	\$ 14,306
15. Misc. Expenses		\$10,000

Except as expressly provided in this Exhibit B, Consultant shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.), vehicle, mileage, or equipment costs.

Consultant may submit invoices to the Town no more frequently than once per month that itemize the Services completed since the last invoice. Consultant shall include in all invoices an itemization of the Services rendered and the hourly breakdown for all personnel and other charges, and supporting documentation as may be required by the Town. All invoices shall be paid within thirty (30) days of Town's receipt of the invoice.

The fees for the professional services under this Design Services Agreement are \$864,311. Included in the \$864,311 amount is an administrative recovery fee equal to 5% of fees for the administrative time and expenses incurred on this engagement. It will be separately stated on each invoice. Consultant may request reimbursement for reasonable and customary out-of-pocket expenses (including without limitation, travel-related expenses, mileage and postage) incurred in conjunction with performing the Services in excess of the Misc. Expenses line item and that Town shall determine, in its sole discretion whether the additional costs will be reimbursed. Any travel out of state will require Town approval.

Certificate Of Completion

Envelope Id: 4CA04C0F-2CA9-4297-9340-C4E2EC337D64

Status: Completed

Subject: Complete with Docusign: North Water Treatment Facility Deep Well Injection P25-298 Agreement.d...

Source Envelope:

Document Pages: 13

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Kris McDaniel

AutoNav: Enabled

645 Holbrook Street

Envelopeld Stamping: Enabled

P.O. Box 750

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Erie, CO 80516

krismc@erieco.gov

IP Address: 50.206.104.130

Record Tracking

Status: Original

Holder: Kris McDaniel

Location: DocuSign

10/17/2025 11:37:41 AM

krismc@erieco.gov

Signer Events

Brian Ervine

brian.ervine@iptwell.com

Managing Director

Security Level: Email, Account Authentication (None)

Signature

Signed by:

Brian Ervine
7CEB3744B1BC417...

Signature Adoption: Pre-selected Style

Using IP Address: 96.78.23.209

Timestamp

Sent: 10/17/2025 12:00:24 PM

Viewed: 10/17/2025 1:16:28 PM

Signed: 10/17/2025 1:17:17 PM

Electronic Record and Signature Disclosure:

Accepted: 10/17/2025 1:16:28 PM

ID: 3336d411-bf4e-4049-ade1-0a332142b0b1

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

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

10/17/2025 12:00:24 PM

Certified Delivered

Security Checked

10/17/2025 1:16:28 PM

Signing Complete

Security Checked

10/17/2025 1:17:17 PM

Completed

Security Checked

10/17/2025 1:17:17 PM

Payment Events

Status

Timestamps

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.