

Agreement for Professional Services
(P25-1204)

This Agreement for Professional Services (the "Agreement") is made and entered into this _____ day of April, 2026 (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 Freese and Nichols, Inc., an independent contractor with a principal place of business at 5660 Greenwood Plaza Boulevard, Suite N240, Greenwood Village, CO 80111 ("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, and materials 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, and known as:

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written 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. This Agreement shall commence on the Effective Date, and shall continue until December 31, 2026, 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 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 \$186,845 which shall include all fees, costs and expenses incurred by Consultant. Payment shall be made in accordance with **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." 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 such work 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.

Consultant shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant or its subconsultants prior to or independent of this Agreement.

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 Weld 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

Exhibit A Scope of Services

Consultant's Duties

During the term of this Agreement, Consultant shall perform the following duties, as directed by the Town:

1. Communicate regularly with Town staff regarding project
2. Attend meetings as described in Part C below. All meetings shall be presented or facilitated by the Consultant.
3. Prepare and submit monthly progress reports to the Town. Progress reports will consist of a brief narrative summary of the tasks completed, and status of tasks in progress.
4. Comprehensively review; sections of the 2020 Water and Wastewater Master Plan as it pertains to the Town's treated water distribution system, water system demand records, the Town's Geographic Information System, the Town's topographic maps, population and growth/development projections and other applicable records and documentation as a starting point, background and basis for the development of a new, contemporary Water Strategic Plan.
5. Identify data gaps in the Town's water system GIS database that will affect preparation of the Plan. Collaborate with Town staff or perform necessary investigation and field work to obtain data needed for modeling and analysis associated with preparing the Plan.
6. Develop and calibrate a complete water system model of the existing Erie water system with sufficient detail to identify hydraulic constraints and to predict pipe flows, velocities, fire flows, static and dynamic system pressures, and storage tank levels. The calibration of the model shall include field measurements of flows and pressures.
7. Project average and peak, water demands for the Town in each service zone and in total through each year of the planning horizon.
8. Project water distribution operating conditions in each service zone and in total through each year of the planning horizon.
9. Project peak day and fire flow water storage requirements in each service zone and in total through each year of the planning horizon based on 72-hour power outage emergency scenario or as otherwise required by the State of Colorado. Dead storage shall be discounted based on an assumption of 20 psi minimum pressure at point of-service under emergency water supply conditions.

10. Identify any current or projected future deficiencies in the water distribution system and/or emergency water storage needs for the Town in each service zone and in total through each year of the planning horizon.

11. Project the future roughness coefficients and other distribution system variables affecting model calculations that will change with age through the planning horizon and program future scenarios into the model taking into account these changes in system parameters.

12. Run the model for average and peak operating demands for existing conditions and the future scenarios identified above and identify any areas of deficient flow or pressure in the system. The criteria in the Town's Engineering Standards and Specifications, Section 600 Water Supply Facilities shall be reviewed and used for the Plan, or recommended updates provided for Section 600. A copy of this document can be found on the Town's website at <https://www.erieco.gov/DocumentCenter/View/10041/Section-600---2025-Water-Facilities?bidId=>.

13. Program and execute a series of fire flow model scenarios, for existing conditions and the future scenarios identified above, assuming fire flows at various locations throughout the system. Locations will be geographically distributed to sufficiently evaluate all areas of the system and selected in collaboration with Town staff. Compare results with required fire flows at each location, respectively, and identify any deficiencies.

14. Identify the discreet system improvements needed to correct the deficiencies identified above. Indicate the estimated cost of each proposed improvement.

15. Prepare a map of the water system and summary tables indicating the locations, functional data (size, capacity, material, etc.), estimated costs and implementation timeframes of the improvements proposed above. These shall constitute the proposed Capital Improvement Plan (CIP) for the Town's water distribution system.

16. Recommend system preservation measures to prevent system deficiencies that will occur due to system aging (identified above), if preventable; and/or operational or administrative practices or policies to offset those deficiencies.

17. Create an Asset Management Plan which will identify system replacement or rehabilitation that will be required within the planning horizon to correct non-preventable deficiencies due to system aging within the planning horizon. This will constitute the Replacement and Rehab Program for the Town's water system.

18. Prepare a draft "Erie Water Strategic Plan" that compiles and presents the analyses and findings derived above. See Part C for an outline of the minimum Plan document requirements.

19. Meet with Town staff to submit the draft Plan and present an oral summary of the study and its findings.

20. Following review of the draft by the Town, meet with Town staff to discuss and make revisions as directed by the Town.

21. Provide a 15-year capital plan with population or development triggers, broken into 5-year increments. Consultant's Deliverables

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

The Consultant shall provide the following products associated with the Erie Water Strategic Plan project:

1. Monthly progress reports submitted to the Town's Project Manager
2. Digital copies of the water model fully developed and calibrated for the Erie water system.
3. Digital copies of the draft Plan for Town review. The Plan shall, as a minimum, contain the following Sections:
 - Table of Contents
 - List of Figures
 - List of Tables
 - Executive Summary
 - Goals and Objectives
 - Water System Background and Overview
 - Water Demand and Supply Analysis
 - Modeling Parameters, Scenarios Analysis and Results
 - Recommended Policies and Practices
 - Proposed Capital Improvement Plan, Costs, Priorities, and Phasing
 - Proposed Replacement and Rehabilitation Program, Costs, Priorities, and Phasing
 - Proposed Water Quality Improvement and Operational Plans, Costs, Priorities, and Phasing
4. Digital copies of an Executive Summary to be used as a developer Handout.
5. Digital copies of the Finalized Plan.
6. Digital copies of all updated GIS to the Town.

The Consultant shall be required to attend, as a minimum;

- Study kickoff meeting

- 5 Monthly progress meetings
- Draft Plan submission meeting
- Draft Plan review meeting and
- Town Board of Trust Council meeting - Assume 1

Exhibit B Compensation

Phase/ Task	Phase/Task Description	Project Manager	Engineering Support	GIS Analyst	QA/QC	Design/Cost Estimating Support	Total Hours	Total Effort
	Hourly Rate	\$275	\$125	\$115	\$290	\$200		
1.0	Project Management and Data Collection							
1.1	Project Kickoff Meeting	5	3	1	4	2	15	\$3,425
1.2	Data Collection and Review	6	20	4	2		32	\$5,190
1.3	Data Gap Analysis	4	10	16	1		31	\$4,480
1.4	Monthly Project Status Meetings	15	15		10		40	\$8,900
1.5	Monthly Project Reporting and Invoices	10					10	\$2,750
1.6	Town Board of Trustees Presentation	16	8	8	2		34	\$6,900
	Project Management and Data Collection Phase Not-to-Exceed Fee (without * Optional Services)						162	\$31,645
	Project Management and Data Collection Phase Not-to-Exceed Fee (with * Optional Services)						162	\$31,645
2.0	Potable Water System Hydraulic Model Update and Calibration							
2.1	Temporary Pressure Recording*	2	8	4			14	\$2,010
2.2	Modeling Software Selection Workshop*	2	2				4	\$800
2.3	Potable Water System Model Update	6	30	2	1		39	\$5,920
2.4	Potable Water Demand Allocation	1	2	4			7	\$985
2.5	Diurnal Potable Water Demand Curves by Service Zone	4	12				16	\$2,600
2.6	Extended Period Simulation (EPS) Potable Water System Model Calibration	12	24		2		38	\$8,880
	Potable Water System Hydraulic Model Update and Calibration Phase Not-to-Exceed Fee (without * Optional Services)						100	\$16,385
	Potable Water System Hydraulic Model Update and Calibration Phase Not-to-Exceed Fee (with * Optional Services)						118	\$19,195
3.0	Non-Potable Water System Hydraulic Model Update and Validation*							
3.1	Non-Potable Water System Model Update*	4	24	1	1		30	\$4,505
3.2	Non-Potable Water Demand Allocation*	1	1	2			4	\$630
3.3	EPS Non-Potable Water System Model Validation*	4	8		1		13	\$2,390
	Non-Potable Water System Hydraulic Model Update and Validation Phase Not-to-Exceed Fee (without * Optional Services)						0	\$0
	Non-Potable Water System Hydraulic Model Update and Validation Phase Not-to-Exceed Fee (with * Optional Services)						47	\$7,525
4.0	Existing and Future System Capacity Analysis							
4.1	Potable and Non-Potable Water Demand Projections	12	32	2	2		48	\$8,110
4.2	Potable Water System Model Scenario Setup	4	4				8	\$1,600
4.3	Non-Potable Water System Model Scenario Setup	4	4				8	\$1,600
4.4	Production, Pumping, and Storage Evaluation	4	8		1		13	\$2,390
4.5	Existing and Future System Modeling - Normal Operations	16	24	4	2		46	\$8,440
4.6	Existing and Future System Modeling - Available Fire Flow	8	24	4	2		38	\$6,240
4.7	Existing and Future System Modeling - 72-Hour Emergency Power Outage	4	16	4	1		25	\$3,850
4.8	Existing and Future Water System Improvements	8	24	8	4		44	\$7,280
4.9	Review of Town Engineering Standards and Specifications	2	8		1	2	13	\$2,240
	Existing and Future System Capacity Analysis Phase Not-to-Exceed Fee (without * Optional Services)						243	\$41,750
	Existing and Future System Capacity Analysis Phase Not-to-Exceed Fee (with * Optional Services)						243	\$41,750
5.0	Asset Management Plan							
5.1	Likelihood and Consequence of Failure Framework for Linear Assets	8	24	16	3	8	59	\$9,510
5.2	Facility Site Visits*	8	32			64	104	\$19,000
5.3	Likelihood and Consequence of Failure Framework for Facilities	8	24	16	3	8	59	\$9,510
	Asset Management Plan Phase Not-to-Exceed Fee (without * Optional Services)						118	\$19,020
	Asset Management Plan Phase Not-to-Exceed Fee (with * Optional Services)						222	\$38,020
6.0	Capital Improvement Plans and Report							
6.1	Rehabilitation and Capacity Project Development	4	8	8	2		22	\$3,600
6.2	Prioritization Criteria	8	16		5		29	\$5,650
6.3	Cost Estimates and Phasing Plan	24	32	16	3	24	99	\$18,110
6.4	Draft Water Strategic Plan Report	16	40	24	6		86	\$13,900
6.5	Final Water Strategic Plan Report	8	24	12	3		47	\$7,450
	Capital Improvement Plans and Report Phase Not-to-Exceed Fee (without * Optional Services)						283	\$48,710
	Capital Improvement Plans and Report Phase Not-to-Exceed Fee (with * Optional Services)						283	\$48,710
	Project Total Not-to-Exceed Fee (without * Optional Services)						217	436
	Project Total Not-to-Exceed Fee (with * Optional Services)						238	511
	Project Total Not-to-Exceed Fee (without * Optional Services)						149	60
	Project Total Not-to-Exceed Fee (with * Optional Services)						108	906
	Project Total Not-to-Exceed Fee (without * Optional Services)						1,075	\$186,845

Certificate Of Completion

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Subject: Complete with Docusign: 260416 PSA Freese Nichols.pdf	
Source Envelope:	
Document Pages: 12	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Julie Alaniz
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	645 Holbrook Street
	P.O. Box 750
	Erie, CO 80516
	jalaniz@erieco.gov
	IP Address: 50.206.104.130

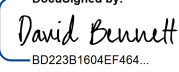
Record Tracking

Status: Original	Holder: Julie Alaniz	Location: DocuSign
4/20/2026 1:57:07 PM	jalaniz@erieco.gov	

Signer Events

David Bennett
 dtb@freese.com
 Vice President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 97.75.108.6

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Electronic Record and Signature Disclosure:
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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

Weston Ring
 wring@erieco.gov
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Signing Complete	Security Checked	4/20/2026 3:52:23 PM
Completed	Security Checked	4/20/2026 3:52:24 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>.

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- 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.