OAK CREEK BOARD OF TRUSTEES
JUNE 10, 2026
REGULAR BOARD MEETING
AGENDA
6:00 PM

June 10, 2026
STATE OF COLORADO
COUNTY OFF ROUTT

To the Board of Trustees of the Town of Oak Creek and to all Other Persons to whom it may concern: Notice is hereby given that a **Regular Meeting** of the Board of Trustees, Town of Oak Creek, Routt County, Colorado, will be held on Wednesday, June 10, 2026 beginning at 6:00 p.m. in the Hearing Room, Town of Oak Creek Offices, 129 Nancy Crawford Blvd., Oak Creek, Colorado. The Board of Trustees will be attending either in person or via web based meeting through Zoom (zoom.us). **Agenda is subject to change up to 24 hours before scheduled hearings.** The public is invited to attend/participate via Zoom or Facebook Live. The Facebook Live event will be broadcast through the Town of Oak Creek's Facebook page.

Join Zoom Meeting

https://us02web.zoom.us/j/81449378638

Meeting ID: 814 4937 8638

One tap mobile (for call in meeting): +1-669-900-6833

1. CALL TO ORDER

A. Roll Call

B. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. AUDIENCE PARTICIPATION (5 Minutes)

(This section of the agenda is set aside for questions or comments by the public, regarding issues other than agenda items. Please limit comments to three minutes. The Board of Trustees will take comments under consideration but will not make any decision or take any action at this time. Anyone who would like to address the Board of Trustees concerning any agenda item will be given the opportunity to speak for three minutes at the scheduled time for that item.)

4. CONSENT AGENDA

A. Approval of a Special Event Permit for South Routt Community Corporation at 227 Dodge Avenue, Oak Creek, CO on June 23, 2026 from 3:00 pm to 9:00 pm

5. MUNICIPAL JUDGE CANDIDATE INTERVIEW - DANIEL GRANDE

6. **DISCUSSION REGARDING DRAFT SERVICE AGREEMENT WITH CIRCULAR ACTION ALLIANCE FOR THE REIMBURSEMENT OF EXPENSES FOR THE TOWN'S RECYCLING PROGRAM**

7. **CONSIDERATION AND POSSIBLE APPROVAL OF A PROFESSIONAL SERVICES PROPOSAL AND AGREEMENT FROM AQUAWORKS DBO, AN APEX COMPANY, FOR FINAL DESIGN SERVICES RELATED TO THE DESIGN OF THE TOWN'S WATER DISTRIBUTION SYSTEM**

8. **DISCUSSION REGARDING AN ORDINANCE AMENDING CHAPTER 17 WITH REGARD TO SHIPPING CONTAINERS AND PROHIBITING USES THAT ARE NOT EXPRESSLY ALLOWED**

9. **STAFF & BOARD MEMBER REPORTS**

10. **ADJOURNMENT**

Notice: Three or more members of the Town Board may be meeting informally at Franciosi Brothers or The Oak Creek Tavern following the regularly scheduled Board Meeting. Members of the public are welcome.

Please Note: All programs, services and activities of the Town of Oak Creek are operated in compliance with the Americans with Disabilities Act. If you need a special accommodation as a result of a disability, please call our office at (970) 736-2422 or TDD access through RelayColorado by dialing 7-1-1 to coordinate your needs. Please notify us of your request as soon as possible to allow us time to meet your request. This institution is an equal opportunity provider and employer.

DR 8439 (08/12/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- ○ Social
- ○ Athletic
- ⊗ Philanthropic Institution
- ○ Fraternal
- ○ Chartered Branch, Lodge or Chapter
- ○ Political Candidate
- ○ Patriotic
- ○ National Organization or Society
- ○ Municipality Owned Arts Facilities
- ○ Political
- ○ Religious Institution
- ○ Chamber of Commerce

LIAB	Type of Special Event Applicant is Applying for:	
2110	☒ Malt, Vinous And Spirituous Liquor	$25.00 Per Day
2170	☐ Fermented Malt Beverage	$10.00 Per Day

Name of Applicant Organization or Political Candidate: South Routt Community Corporation

State Sales Tax Number (Required): 74-2122510

Mailing Address of Organization or Political Candidate: PO Box 845

City: Oak Creek | State: CO | ZIP Code: 80467

Address of Place to Have Special Event: 227 Dodge Avenue

City: Oak Creek | State: CO | ZIP Code: 80467

Authorized Representative of Qualifying Organization or Political Candidate: Mary Alice Page-Allen, Secretary/Treasurer

Date of Birth (MM/DD/YY): [redacted]

Phone Number: [redacted]

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City | State | ZIP Code

Event Manager

Mary Alice Page-Allen

Date of Birth (MM/DD/YY) [redacted]

Phone Number [redacted]

Event Manager Home Address [redacted]

City: Oak Creek

State: CO

ZIP Code: 80467

Email Address of Event Manager: southrouttcommunitycenter@gmail.com

1. Is the place to have the Special Event located on State-owned property?

   ○ Yes ⊗ No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

   ⊗ No ○ Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

   ⊗ No ○ Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

   ⊗ Yes ○ No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

   ○ Yes ○ No

6. For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date		Date	
June 23, 2026			
From:	To:	From:	To:
3pm	9pm		

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

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Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Secretary/Treasurer

Signature

Date (MM/DD/YY)

5/18/2026

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

Town of Oak Creek

⊘ City ○ County

Telephone Number of City/County Clerk

970-736-2422

Title

Town Clerk/Treasurer

TOWN OF OAK CREEK INCORPORATED SEAL NOV 25, 1907 ROUTT COUNTY COLORADO

Signature

Date (MM/DD/YY)

06/21/26

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

Total

-750 (999) $ **.00**

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

[X] Appropriate fee.

[X] Diagram of the area to be licensed (not larger that 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.

[X] Copy of deed, lease, or written permission of owner for use of the premises.

[X] Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**

[ ] If not incorporated, a NONPROFIT charter; **or**

[ ] If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

[X] Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.

[ ] Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)

[ ] State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.

[NA] Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 16 2001

SOUTH ROUTT COMMUNITY CORPORATION
PO BOX 845
OAK CREEK, CO 80467

Employer Identification Number:
74-2122510
DLN:
17053062717021
Contact Person:
LYNN A BRINKLEY ID# 31435
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
December 1996
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

SOUTH ROUTT COMMUNITY CORPORATION

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Letter 1050 (DO/CG)

Office of the Secretary of State
of the State of Colorado
Certificate of Registration

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SOUTH ROUTT COMMUNITY CORPORATION

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20033004595

The status of its registration is **Good**, and this status has been in effect since 05/22/2025

The organization's registration expired on 08/15/2026

Registrants may legally solicit contributions, provide consulting services in connection with a solicitation campaign, and conduct solicitation campaigns in Colorado until the registration expires or is withdrawn, suspended, or revoked.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 05/18/2026

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on Monday, May 18, 2026 10:55:27 AM

Jena Griswold

Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.

636622
Page: 1 of 1
04/20/2006 01:45
Kay Weinland Routt County, CO AGREE R 6.00 D 0.00

MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF OAK CREEK AND THE SOUTH ROUTT COMMUNITY COPRORATION, INC.

WHEREAS, the South Routt Community Corporation, Inc. (SRCC) is the legal owner of Lots 13, 14, 15, 16 and 17 of Block 4, Schempp's addition to the Town of Oak Creek, Routt County, Colorado; and

WHEREAS, the Town of Oak Creek (Town) has obtained funding through the Colorado Department of Local Affairs (DOLA) in the form of an Energy Impact Assistance Fund (EIAF) Grant to construct access improvements on said property; and

WHEREAS, it is a requirement of this grant funding that the property be deeded to the Town for a period of ten (10) years; and

WHEREAS, the SRCC desires to continue to provide the management service necessary to manage the facility in the best interest of the community;

NOW THEREFORE, THE PARTIES HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:

1. The SRCC agrees to transfer the above-mentioned property by Quit Claim to the Town for a period of ten years commencing September 2005.
2. The SRCC agrees to maintain the property, building and improvements and to pay all costs associated with the maintenance and upkeep of same, including the payment of all utility bills associated with the operations inclusive to this property.
3. The SRCC agrees to maintain property and liability insurances in sums acceptable to the Town.
4. SRCC shall have complete control, responsibility and supervision of the use of the facility and may set fees for such usage, as it deems reasonable.
5. The Town agrees to administer all funding associated with the access improvements including, but not limited to the EIAF Grant Funds.
6. The Town agrees that in September 2015, or thereafter, the SRCC has the option to request that the Town Quit Claim Deed the ownership of the property, building and all improvements back to the SRCC. If such Quit Claim Deed is executed, this agreement will be terminated.
7. If for any reason, the SRCC ceases all operation before September of 2015, the property, building and all improvements will remain in legal ownership of the Town to meet the requirements of the EIAF Grant and this agreement will be terminated.

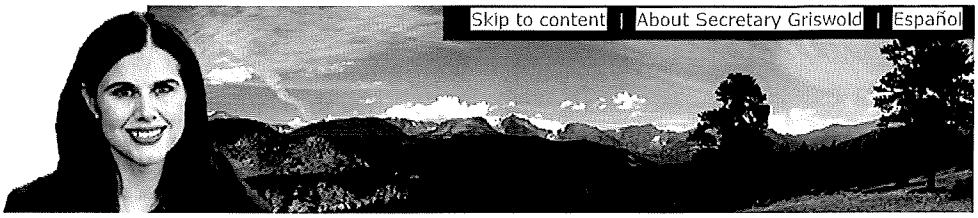
Dated this 23RD day of **March**, 2006

Town of Oak Creek

ATTEST

South Routt Community Corp. Inc.

ATTEST



Summary

For this Record...

Filing history and documents
Trade names
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

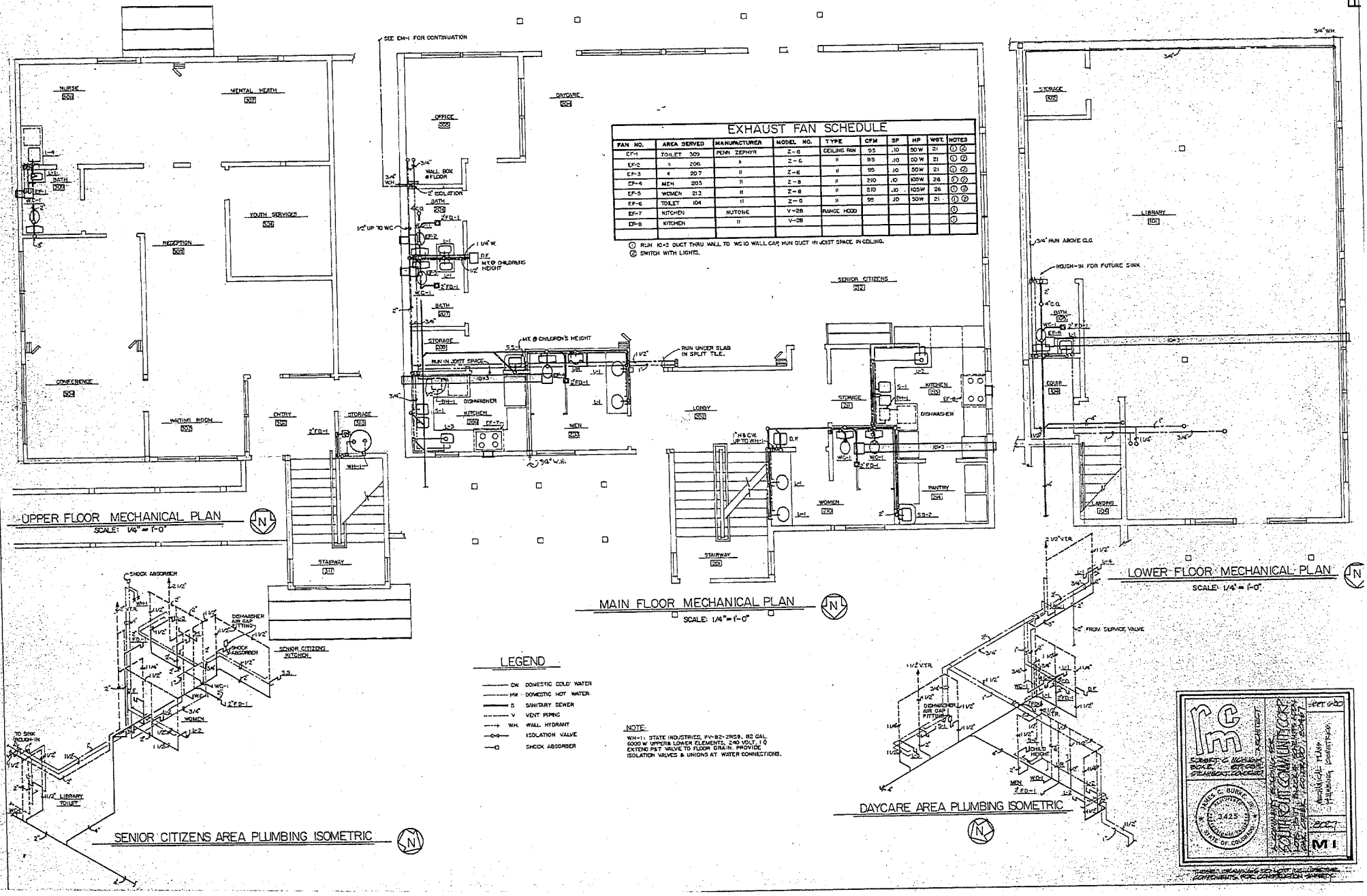
Details			
Name	SOUTH ROUTT COMMUNITY CORPORATION		
Status	Good Standing	**Formation date**	11/30/1994
ID number	19941132662	**Form**	Nonprofit Corporation
Periodic report month	November	**Jurisdiction**	Colorado
Principal office street address	227 DODGE AVENUE, OAK CREEK, CO 80467, US		
Principal office mailing address	PO Box 845, Oak Creek, CO 80467, US		

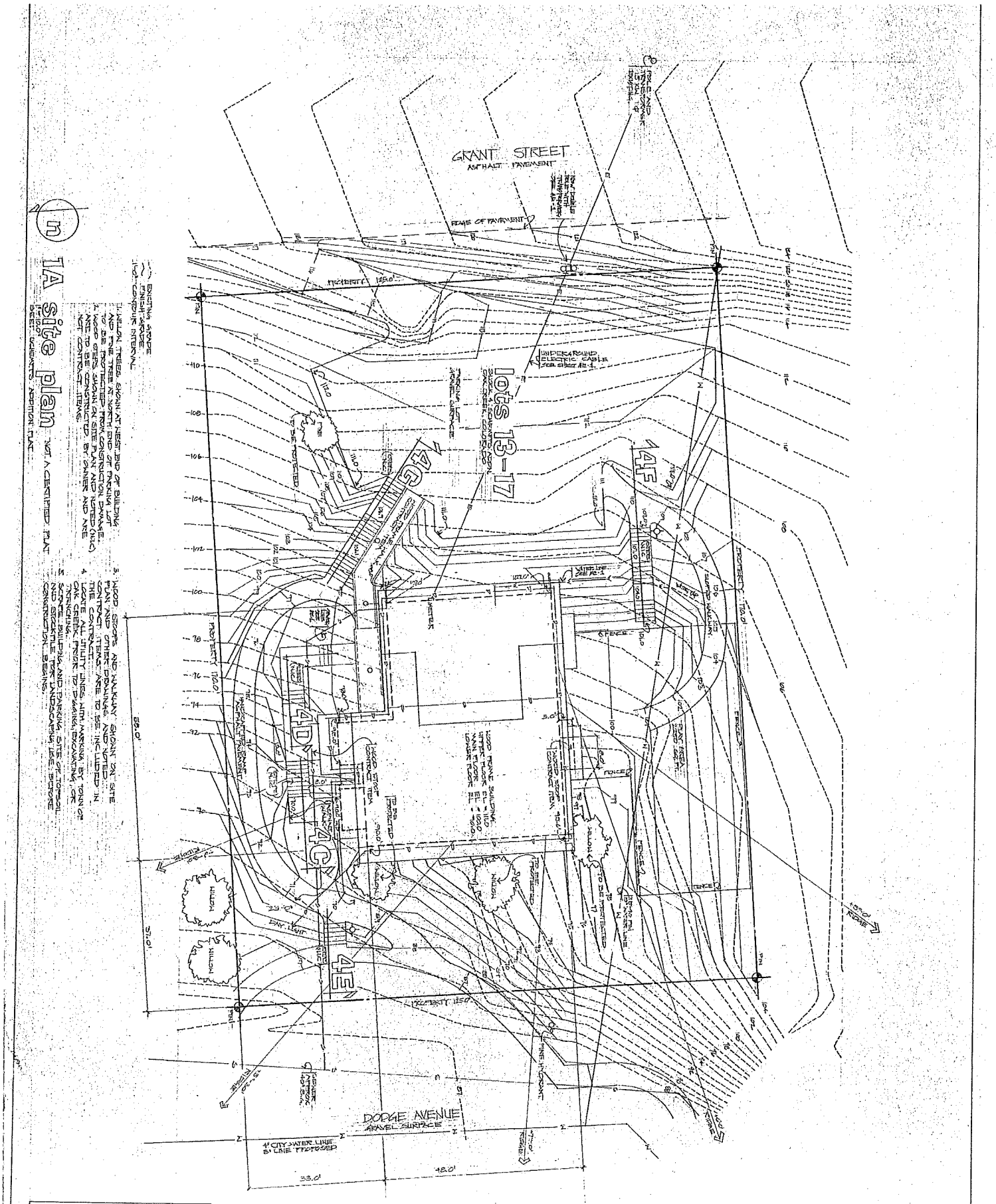
Registered Agent	
Name	MARY ALICE PAGE ALLEN
Street address	131 Carbon Ave, Oak Creek, CO 80467, US
Mailing address	PO Box 143, Oak Creek, CO 80467, US

Filing history and documents
Trade names
Get a certificate of good standing
Get certified copies of documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Back

SRCC COMMUNITY ROOM 2ND FLOOR





1A site plan

NOT A CERTIFIED PLAT

PLAT SHEET, GARRETT'S ADDITION PLAT

636621
Page: 1 of 1
04/20/2006 01:45
Kay Weinland Routt County, CO OCD R 6.00 D 0.00

QUITCLAIM DEED

THIS DEED, made this 20th day of December, 2005
between South Routt Community Corporation

of the *County of Routt and State of Colorado, grantor(s), and Town of Oak Creek, Colorado

whose legal address is P.O. Box 128, Oak Creek, CO 80467

of the County of Routt and State of Colorado, grantee(s),

WITNESS, that the grantor(s), for and in consideration of the sum of One DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents do es remise, release, sell and QUITCLAIM unto the grantee(s), its heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor(s) ha s in and to the real property, together with improvements, if any, situate, lying and being in the County of Routt and State of Colorado, described as follows:

Lots 13, 14,15,16 and 17 of Block 4,
Schempp's Addition to the Town of Oak Creek, Colorado

also known by street and number as: 227 Dodge Street, Oak Creek, Colorado
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s) its heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) ha s executed this deed on the date set forth above.

South Routt Community Corp.
by Robert R. White
Robert R. White, Chairman

STATE OF COLORADO
) ss.
County of)

The foregoing instrument was acknowledged before me this 20 day of December, 2005
by

RUTH ANN NEWBORN NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.
My commission expires: 9/14/09

Ruth Ann Newborn
Notary Public

*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

SOUTH ROUTT COMMUNITY CORPORATION

is a

Nonprofit Corporation

formed or registered on 11/30/1994 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19941132662 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/15/2026 that have been posted, and by documents delivered to this office electronically through 05/20/2026 @ 14:27:26 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/20/2026 @ 14:27:26 in accordance with applicable law. This certificate is assigned Confirmation Number 18583500 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

RECEIPT

DATE 5/20/26 No. 495812

RECEIVED FROM South Routt Comm Center $100.00

One hundred & 00/100 DOLLARS

○ FOR RENT
⊗ FOR Special Event Permit

ACCOUNT		
PAYMENT	100	00
BAL. DUE		

○ CASH
⊗ CHECK #4084
○ MONEY ORDER
○ CREDIT CARD

FROM M.A TO

BY PJ

3-11

Municipal Judge Candidate Questions:

1. Can you provide an overview of your legal background and experience, particularly as it relates to municipal or local government law?

2. What interests you most about serving as a municipal judge in our community?

3. How do you ensure fairness and impartiality when dealing with cases involving pro se litigants (those without legal representation)?

4. What is your approach to sentencing in municipal court? How do you balance justice, rehabilitation, and deterrence?

5. How do you handle situations where parties in your court become emotionally charged or disruptive?

6. What role do you believe a municipal judge plays in fostering trust and transparency in the judicial system?

7. What strategies do you use to reduce delays and promote efficiency in court operations?

8. How would you approach implementing or improving alternative dispute resolution or diversion programs in municipal court?

9. Imagine you have a case where a defendant is unable to pay fines due to financial hardship. How would you approach sentencing in this situation?

10. A member of the public accuses you of bias in a recent decision. How do you address their concerns while maintaining the integrity of the court?

11. How do you envision the municipal court contributing to the overall well-being of the community?

12. What steps do you take to stay current with changes in municipal law and judicial practices?

13. Do you have any questions for us?

GRANDE LAW
ATTORNEYS AT LAW
MIAMI, FL • STEAMBOAT SPRINGS, CO
GRANDE-LAW.COM

Tel: 970.819.2988
www.grande-law.com
941 Lincoln Avenue, Ste. 200-E1-F
Steamboat Springs, CO 80487
Miami Office:
8603 S. Dixie Highway, Ste. 205
Miami, Florida 33156

Louis Fineberg
Town Administrator
Town of Oak Creek
P.O. Box 128
Oak Creek, Colorado 80467
VIA EMAIL [townadmin@townofoakcreek.com]

RE: Letter of Interest – Municipal Court Judge for Town of Oak Creek

Mr. Fineberg,

I write to express my interest in the open position of Municipal Court Judge for the Town of Oak Creek. I have been a practicing attorney since being admitted to the Florida Bar in 2008. I have been the managing partner of Grande Law, P.A. since August, 2016 and admitted to practice in Colorado since 2021. My firm maintains offices in Miami, Florida and Steamboat Springs, Colorado where we represent individuals and corporate entities before municipal, state and federal courts in a variety of matters from traffic citations to complex business matters.

Enclosed, please find my resume. I look forward to having the opportunity to speak with you and the Board of Trustees of the Town of Oak Creek to further expand on my qualifications for this position.

Respectfully,

Daniel Grande
Daniel Grande
Managing Partner
Grande Law, P.A.

Enclosure: Resume

Daniel Grande
Grande Law, P.A.
941 Lincoln Ave., Suite 200-E1-F
Steamboat Springs, Colorado 80487
Telephone (970) 819-2988
E-Mail: danny@grande-law.com

Steamboat Springs, Colorado
Licensed Attorney — Florida, Illinois, Colorado

PROFESSIONAL SUMMARY

Experienced litigation attorney with substantial experience in civil, criminal, and family law matters in municipal, state, and federal courts in Colorado and Florida. Proven background in courtroom advocacy, legal analysis, motion practice, trial preparation, negotiations, and client representation across both private practice and public service roles. Licensed in Florida since 2008 with additional bar admissions in Illinois and Colorado. Extensive experience managing complex litigation matters, supervising legal operations, and representing clients in high-volume legal environments.

PROFESSIONAL EXPERIENCE

Grande Law, P.A. — Managing Partner

2016 – Present

- Manage all aspects of firm operations, litigation strategy, client representation, and case management.
- Handle civil, criminal, and family law matters from inception through resolution.
- Conduct hearings, depositions, mediations, negotiations, and trials.
- Supervise legal staff and oversee client relations, compliance, and business operations.
- Advise clients on litigation risks, procedural matters, and strategic legal solutions.

Quintairos, Prieto, Wood & Boyer, P.A. — Partner

2015 – 2016

- Represented corporate clients in complex civil litigation matters.

- Managed litigation files through discovery, motion practice, mediation, and trial preparation.
- Conducted legal research, drafted pleadings and dispositive motions, and appeared at hearings.
- Collaborated with attorneys and clients to develop case strategy and risk assessment.

Diaz, Briscoe, Medina, P.A. — Associate Attorney

2014 – 2015

- Handled litigation matters in representation of insurance carriers.
- Prepared legal pleadings, motions, discovery requests, and settlement negotiations.
- Appeared in court proceedings and represented clients during depositions, hearings, mediation and trial.

Advocate Law Groups of Florida, P.A. — Partner

2010 – 2014

- Managed civil litigation matters throughout the state of Florida.
- Represented clients in hearings, trials, negotiations, and mediations.
- Developed litigation strategy and maintained direct client communication throughout representation.
- Supervised four associate attorneys.
- Oversaw firm operations and supervised legal support personnel.

Miami-Dade Public Defender's Office — Assistant Public Defender

2008 – 2010

- Represented indigent clients in criminal proceedings.
- Conducted over 75 bench and jury trials, plea negotiations, evidentiary hearings, and motion practice.
- Managed high-volume caseload while ensuring effective representation and constitutional protections.
- Developed substantial courtroom and trial advocacy experience.

EDUCATION

Florida International University College of Law

Juris Doctor (2008)

University of Florida

Bachelor's Degree (2005)

BAR ADMISSIONS

- Florida Bar — Admitted 2008
- Illinois Bar — Admitted 2020
- Colorado Bar — Admitted 2021

CORE COMPETENCIES

- Civil Litigation
- Criminal Litigation
- Family Law
- Trial Advocacy
- Courtroom Litigation
- Mediation & Negotiation
- Legal Research & Writing
- Case Strategy Development
- Client Relations
- Motion Practice
- Judicial Proceedings
- Legal Team Management

ADDITIONAL INFORMATION

- Extensive courtroom and litigation experience across multiple practice areas.
- Experienced in managing high-volume caseloads and complex legal matters.
- Background in both public service and private practice environments.
- Demonstrated leadership as managing partner and supervising attorney.

MASTER SERVICE AGREEMENT

BETWEEN

CIRCULAR ACTION ALLIANCE COLORADO LLC

AND

TOWN OF OAK CREEK

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THIS MASTER SERVICE AGREEMENT ("MSA") is made effective on [*to be completed by CAA Colorado and Service Provider*], 2026 (the "Effective Date") by Circular Action Alliance Colorado LLC, a Delaware limited liability company ("CAA Colorado"), and the Town of Oak Creek, [a Colorado *to be completed by Service Provider*] ("Service Provider"), (each a "Party" and collectively "Parties").

RECITALS

A. The Colorado Producer Responsibility Program for Statewide Recycling Act (the "Act"), codified as C.R.S. §§ 25-17-701 et. seq., took effect on August 10, 2022;

B. The Act establishes a producer responsibility program in the State of Colorado that requires certain companies that produce packaging and paper products to fund a statewide recycling system to recycle those materials. These companies are required to join and participate in an independent non-profit organization, called a Producer Responsibility Organization ("PRO"), that coordinates, funds, and manages this statewide recycling system pursuant to C.R.S. § 25-17-705(1)(a);

C. The Circular Action Alliance ("CAA") is a voluntary, private nonprofit 501(c)(3) organization focused on helping producers comply with extended producer responsibility ("EPR") laws by delivering harmonized services and working with governments, businesses, and communities to reduce waste and recycle more;

D. CAA organized a separate single-member limited liability company as a wholly owned subsidiary, CAA Colorado, which is also a 501(c)(3) non-profit organization, to serve as the representative stewardship organization for producers in Colorado;

E. CAA Colorado is the designated PRO appointed by Colorado Department of Public Health and Environment ("CDPHE") pursuant to C.R.S. § 25-17-705(1)(b);

F. CAA Colorado submitted to CDPHE a program plan, which CDPHE approved on December 9, 2025, that includes reimbursement rates covering 100% of the net recycling services costs incurred by public and private recycling service providers participating in the program;

G. CAA Colorado's approved program plan requires recycling service providers, including local governments providing recycling services, that desire to receive reimbursement for net recycling service costs to enter into service agreements with CAA Colorado to document and provide for the terms and conditions for reimbursement;

H. Operational capacity, staffing, infrastructure, and resources may vary among service providers, including local governments;

I. Local governments may deliver recycling services directly using municipal staff and assets or through third-party contractors; and

J. Execution of this Agreement provides a contractual framework under which the Parties may execute one or more Service Schedules. No Services are required to be performed,

and no reimbursement or other obligations arise, unless and until the Parties execute an applicable Service Schedule.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 CONSTRUCTION OF CONTRACT

Section 1.1 Contract Documents

The Agreement consists of the documents listed below (each a "Contract Document"):

(a) This Master Service Agreement;

(b) Master List of Defined Terms;

(c) Service Schedule for Local Government Collection, including any riders, annexes, appendices, exhibits, and attachments thereto; and

(d) Any executed Change Orders.

Section 1.2 Order of Precedence

(a) Notwithstanding anything to the contrary contained in any Contract Document, in the event of any conflict, ambiguity, or inconsistency between or among any applicable requirement under Law and any other requirement of any Contract Document, the applicable requirement under Law will take precedence.

(b) In case of any conflict, ambiguity, or inconsistency that cannot otherwise be resolved between or among the provisions of any of the Contract Documents, in each case by reading all relevant provisions as mutually explanatory of one other, and subject to Section 1.2(c), the following order of precedence will govern:

(i) Executed Change Orders to any Contract Documents will prevail over such portions of the Contract Documents that they modify or amend, and among Change Orders with respect to the same matters or provisions, the more recently executed Change Order will prevail;

(ii) Any riders to any Contract Documents will prevail over such portions of the Contract Document they modify or amend;

(iii) This Master Service Agreement;

(iv) Service Schedules and their exhibits, attachments, and appendices; and

(v) Any applicable Request for Reimbursement Proposal or Application as last amended.

(c) Except as otherwise expressly provided or as the context may otherwise require, in the event of any conflict, ambiguity, or inconsistency between or among the provisions of any Contract Document with an equal order of precedence, the most stringent requirement will take precedence.

Section 1.3 Interpretation and Resolution of Conflicts

(a) Service Provider is bound by all Contract Documents. The Parties intend that the various Contract Documents will be complementary, each with itself and with each other Contract Document. Therefore, where provisions in two or more of the Contract Documents are expressly or in accordance with their context complementary, the more detailed provision will control over the more general provision.

(b) Each Party will use reasonable efforts to notify the other Party promptly after it identifies or becomes aware of any conflict, ambiguity, or inconsistency of a type described in Section 1.2 through Section 1.3(a) or any inaccuracy in the Contract Documents, in the event that such prevents a Party from complying with or performing under the Agreement.

(c) In the event of any such inaccuracy, conflict, ambiguity, or inconsistency of a type described in Section 1.2 through Section 1.3(a) or any inaccuracy in the Contract Documents:

(i) The Parties agree that the relevant terms of this Agreement will not be construed against the Person that prepared them;

(ii) CAA Colorado's determination as to the resolution of any inaccuracy, conflict, ambiguity, or inconsistency will be binding (subject to Service Provider's right to exercise its rights under the Dispute Resolution Procedure provided in Article 19) to the extent such reconciliation complies with Section 1.1 through Section 1.3(a) and does not substantively amount to a unilateral amendment to this Agreement; and

(iii) Such inaccuracy, conflict, ambiguity, or inconsistency will otherwise be resolved by mutual agreement of the Parties, when documented in an amendment to this Agreement, or as otherwise determined through the Dispute Resolution Procedure.

(d) Headings in this Agreement are for convenience of reference only and shall not affect interpretation of this Agreement.

Section 1.4 Limited Reliance

(a) Except as otherwise expressly provided in this Agreement, no:

(i) Acceptance or approval, other consent or like assent, or notice;

(ii) Comment, review, certification, concurrence, verification, input, or oversight; or

(iii) Payment for;

or the absence of any of the foregoing, in each case from CAA Colorado, will in any case:

(iv) Constitute acceptance or approval of any part of the Services as satisfying the requirements of this Agreement;

(v) Relieve Service Provider from its obligations, or diminish Service Provider's liability, under this Agreement;

(vi) Prevent CAA Colorado from subsequently exercising its rights under this Agreement without being bound by the manner in which they previously exercised (or refrained from exercising) such rights; or

(vii) Constitute a waiver of any rights under this Agreement or any legal or equitable right of CAA Colorado or any other person.

(b) Any waiver of any rights under this Agreement or any other legal or equitable right of a Party shall be binding only if expressly set forth in writing signed by the Party granting the waiver.

ARTICLE 2 SCOPE OF SERVICES; SERVICE STANDARDS

Service Provider is obligated to perform all the Services in accordance with the Service Schedule(s), including the Service Standards set forth therein, and all other terms of this Agreement. Without limiting the foregoing, Service Provider shall perform the Services in compliance with all Laws, including the Act, CAA Colorado Program Plan, and CAA's Supplier Code of Conduct as in effect on the Effective Date and provided by CAA Colorado, and as amended from time to time with notice to Service Provider and a reasonable period to achieve compliance with any such amendment. The Services shall be performed in a diligent, safe, professional, and competent manner that conforms with generally accepted industry and professional practices and with the care and skill ordinarily exercised in performing such services.

ARTICLE 3 TERM AND TERMINATION

Section 3.1 Term

This Agreement shall become effective as of the Effective Date and shall remain in force for the duration of the term specified in the applicable Service Schedule, including any renewals thereof, or if multiple Service Schedules are executed under this Agreement, until the expiration of the latest-expiring Service Schedule then in effect (the "Term"), unless earlier terminated in accordance with Section 3.2.

Section 3.2 Termination

(a) Either Party may terminate this Agreement by giving Notice to the other Party of its intent to terminate this Agreement at least one hundred and eighty (180) Days prior to the end of the then-current Term. Such termination will be effective at the end of the then-current Term.

(b) CAA Colorado may terminate this Agreement by giving at least thirty (30) Days' Notice of its intent to terminate this Agreement in the event of any Change in Law, including any change in the Act, that materially alters or eliminates CAA Colorado's authority or ability to administer the Program or reimburse Service Provider.

(c) CAA Colorado may terminate this Agreement by giving at least thirty (30) Days' Notice to Service Provider if CAA Colorado determines that it will no longer serve as the PRO past the Plan's initial term end date, December 31, 2030; provided, however, that any such termination pursuant to this provision shall not be effective prior to December 31, 2030.

(d) CAA Colorado may terminate this Agreement immediately upon Notice to Service Provider if, at any time after the Effective Date, CDPHE withdraws approval or declines to approve CAA Colorado's producer responsibility program plan, or if CAA Colorado is otherwise not subject to the obligations of a PRO under the Act.

(e) If Service Provider breaches any of its obligations, representations, or warranties under this Agreement, CAA Colorado shall provide Service Provider with Notice of the breach, after which Service Provider shall have one hundred and eighty (180) Days, or such other period as the Parties may agree in writing, to cure such breach, except in circumstances where this Agreement expressly permits immediate termination, including, without limitation, termination for failure to disclose a Conflict of Interest pursuant to Section 20.2, or any other event for which termination is expressly provided under the Agreement. Service Provider shall continue to perform the Services diligently during any cure period and during any period in which a breach remains uncured. CAA Colorado may suspend reimbursement of Service Provider's Eligible Expenses without further notice until the breach is cured; provided that reimbursement shall continue to accrue during such suspension period for any compliant portion of Services performed and CAA Colorado shall pay the accrued amount to Service Provider after the breach is cured. In the event Service Provider fails to cure such breach in accordance with this section, CAA Colorado shall be entitled to, at CAA Colorado's option, to exercise one or more of the following remedies:

(i) Terminate this Agreement effective immediately upon Notice; and/or

(ii) Seek injunctive relief, including specific performance, to prevent the breach and/or to require the continued performance of the Services.

(f) CAA Colorado may terminate this Agreement whenever CAA Colorado determines that such termination is otherwise in its best interest by providing Service Provider with at least ninety (90) Days' prior Notice.

(g) Upon any termination of this Agreement in accordance with this Section 3.2, except termination for breach in accordance with subsection (e) above, neither Party shall be liable to the other for any payments, damages, or penalties arising from such termination, except for (i) any properly submitted and undisputed invoices, or portions thereof, for Services performed prior to the effective date of termination, (ii) repayment of the unamortized portion of any capital investments made by a Party for the purpose of fulfilling this Agreement, provided that such repayment shall be made by the Party retaining the benefit or ownership of the underlying assets to the Party that funded the investment, and (iii) resolution of any disputed invoices or Claims under this Agreement that survive termination. All such invoices, repayment of capital investment, and Claims shall continue to be governed by this Agreement until full and final resolution.

ARTICLE 4 TIME IS OF THE ESSENCE

Service Provider shall commence and thereafter proceed continuously and diligently to complete each element of the Services within the time periods set out in this Agreement. If Service Provider is delayed as to a portion of the Services, it must nevertheless proceed continuously and diligently with the prosecution of the remainder of the Services. Except for the occurrence of a Force Majeure Event as described in Section 20.5, no extension, waiver, or modification of time for any delayed or impacted portion of the Services shall be effective unless expressly agreed in writing by CAA Colorado and executed through a Change Order in accordance with Article 10. Any such extension, waiver, or modification shall not limit or impair CAA Colorado's right to assess any liquidated damages set forth in the Service Schedule(s) and shall not waive or diminish the continuing requirement that time is of the essence with respect to all other portions of the Services.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

Section 5.1 Service Provider's Representations and Warranties

Service Provider hereby represents and warrants to CAA Colorado that each of the following representations and warranties in this Article 5 is true and correct as of the Effective Date.

(a) Service Provider has the full legal right, power, and authority to enter into and to fully and timely perform its obligations under this Agreement.

(b) Service Provider has duly authorized, executed, and delivered this Agreement and this Agreement constitutes a legal, valid, and binding obligation, enforceable against Service Provider in accordance with its terms.

(c) Neither the execution nor delivery by Service Provider of this Agreement, nor the performance by Service Provider of its obligations under this Agreement, conflicts with, violates, or results in a breach of any constitution, law, or governmental regulation applicable to it, or materially conflicts with, violates, or results in a breach of any term or condition of any order, judgment, or decree, or any agreement or instrument to which Service Provider is a party or by which Service Provider or any of its properties or assets are bound, or constitutes a default thereunder.

(d) Service Provider is financially solvent, able to pay all debts as they mature, and possesses sufficient working capital to perform all of Service Provider's obligations hereunder.

(e) Service Provider and Service Provider's facilities, employees, Subcontractors, or agents possess the business, professional, and technical expertise, training, equipment, and materials required to perform the Services.

(f) All permits, licenses, certificates, or approvals required by Applicable Laws to perform the Services have been issued, as of the Effective Date, and shall be retained throughout the term of the Agreement.

Section 5.2 CAA Colorado's Representations and Warranties

CAA Colorado hereby represents and warrants to Service Provider that, as of the Effective Date, CAA Colorado is the designated PRO and it has not received notice of any termination of, or intent to terminate, such status.

ARTICLE 6 PERMITS, LICENSES, AND AUTHORIZATIONS

Service Provider shall be responsible, at its sole cost and expense, for applying for (or causing to be applied for, as applicable) and shall use commercially reasonable efforts to obtain (or cause to be obtained, as applicable) all permits or other regulatory approvals or authorizations required for performance of the Services and compliance with Applicable Laws.

ARTICLE 7 REIMBURSEMENT OF SERVICES

Section 7.1 Reimbursement

(a) CAA Colorado will reimburse Service Provider for Eligible Expenses incurred for performance of the Services under each Service Schedule pursuant to the terms and conditions thereof and all other terms of this Agreement.

(b) CAA Colorado is only obligated to reimburse Service Provider for Eligible Expenses pursuant to the Act, all rules and regulations promulgated thereunder, and as specifically required by the current CAA Colorado Program Plan approved by CDPHE. CAA Colorado will not make disbursements to Service Provider for expenses incurred before the Effective Date or after termination of the Agreement, except to the extent it is expressly obligated to do so under these authorities. CAA Colorado's obligation to reimburse Service Provider for any Eligible Expense is conditioned upon Service Provider's material compliance with its obligations under this Agreement and certification of such compliance with submittal of each invoice.

(c) In the event of a change in the Act, any rules and regulations promulgated thereunder, or the CAA Colorado Program Plan, eligibility for reimbursement shall be determined in accordance with these authorities at the time the Eligible Expense was incurred except to the extent that the change in the applicable authority requires otherwise.

(d) All reimbursement payable by CAA Colorado to Service Provider under this Agreement shall be paid exclusively in U.S. dollars.

Section 7.2 Set-off

CAA Colorado may set off or deduct any undisputed amount due and payable by Service Provider to CAA Colorado, including, without limitation, any overpayment, credits, or damages, from and against any amounts payable by CAA Colorado to Service Provider under this Agreement.

ARTICLE 8 INVOICING

Section 8.1 Invoicing Procedures

(a) Service Provider shall prepare and submit complete and accurate invoices for reimbursement of Eligible Expenses incurred after the Effective Date to CAA Colorado in accordance with the requirements provided in each Service Schedule, including requirements regarding the information to be provided in each invoice and the form in which an invoice shall be prepared. Each invoice shall include a certification signed by an authorized representative of Service Provider that it is in material compliance with its obligations under this Agreement.

(b) CAA Colorado may reject a payment or nullify any previous approval, to the extent necessary, in CAA Colorado's opinion, to protect CAA Colorado from loss if:

(i) The invoice or its attachments are incomplete or incorrect; or

(ii) Service Provider's performance was materially non-compliant with this Agreement.

(c) If CAA Colorado rejects the invoice, CAA Colorado will promptly notify Service Provider in writing of the rejection and the reason for such rejection. In the event an invoice is rejected by CAA Colorado, Service Provider shall make the necessary corrections and resubmit the invoice to CAA Colorado.

(d) CAA Colorado will pay Service Provider the amount approved in accordance with the timeframe set forth within the Service Schedule.

Section 8.2 Payment to Subcontractors

Service Provider agrees there are no contractual relationships or obligations between any Subcontractor to Service Provider and CAA Colorado with respect to the Services provided under this Agreement (although CAA Colorado may have direct contracts with such Subcontractors for other services), nor is CAA Colorado liable in any way or on any basis for Service Provider's failure to make timely payment to the Subcontractors. By submission of an invoice, Service Provider certifies that all Subcontractors have been paid amounts due for work performed and materials furnished through the end date of the billing period covered by the immediately preceding invoice. CAA Colorado may request that Service Provider provide documentation of payment to Subcontractors before making further payment.

Section 8.3 No Guarantee of Work or Compensation

Service Provider acknowledges that it is providing the Services to CAA Colorado on a non-exclusive basis. CAA Colorado makes no representation or warranty as to the nature, timing, quality, quantity, or volume of Services to be performed under this Agreement, or the amount of compensation, if any, that may be earned or paid hereunder, except otherwise provided in a Service Schedule. Neither Party shall be liable for any claims, losses, or expectations arising from any perceived obligation to provide or receive a minimum level of Services or compensation unless expressly set forth in an executed Service Schedule. CAA Colorado reserves the right to contract

with other parties for the same or similar Services as those provided by Service Provider and reserves the right to obtain the same or similar Services internally.

ARTICLE 9 PERSONNEL AND SUBCONTRACTING

Section 9.1 Personnel

The Services shall be performed only by competent personnel under the management, supervision, and direction of, or in the employ of, Service Provider or its Subcontractors.

Section 9.2 Subcontracts

(a) The subcontracting of all or any part of the Services by Service Provider will not relieve Service Provider from any of the obligations or conditions of this Agreement. It is Service Provider's responsibility to assure that the Services are performed in compliance and subject to the applicable terms and conditions of the Agreement.

(b) Nothing contained in the Contract Documents nor any Subcontract will create any contractual relationship between CAA Colorado and any Subcontractor, other than designating CAA Colorado as a third-party beneficiary thereof or as a result of any assignment of any Subcontract to CAA Colorado, or create any obligation on the part of CAA Colorado to pay or cause the payment of any sums to any Subcontractor or grant any Subcontractor any rights as a third-party beneficiary.

ARTICLE 10 CHANGES

Section 10.1 CAA Colorado Requested Changes

(a) CAA Colorado may, at any time and from time to time, request additions, deletions, amendments, or any other changes to the Services set out in any Service Schedule or the manner of performance, schedule, or Reimbursement Rate for such Services (a "Change") by issuing a "Change Request."

(b) Service Provider shall provide, unless otherwise expressly set forth in a Service Schedule, a detailed proposal (a "Change Proposal") within thirty (30) Business Days of receipt of the Change Request or such longer period as is reasonably required to prepare such Change Proposal as the Parties may agree in writing. Such Change Proposal shall include details with respect to the implementation of the Change, any costs or other changes required to this Agreement, including the applicable Service Schedule, and timing for implementation to comply with the Change Request. If Service Provider believes that implementation of the proposed Change is not technically possible, it shall provide, unless otherwise expressly set forth in a Service Schedule, a written response to CAA Colorado within twenty (20) Business Days following receipt of the Change Request stating that it is unable to implement such Change and providing the reasons for such determination.

(c) After Service Provider has responded to the Change Request pursuant to Section 10.1(b), unless CAA Colorado agrees that it would not be technically possible for Service Provider to implement the Change, the Parties shall, upon CAA Colorado's request, meet to discuss, in good

faith, the feasibility of implementing the proposed Change, including any alternative or modified approaches that could satisfy CAA Colorado's objectives, and/or the terms pursuant to which the Parties may agree to implement the proposed Change.

(d) Notwithstanding the foregoing, CAA Colorado may direct a Change unilaterally in the event such Change is required for compliance with the Act by issuing a written order ("Directive Order") that stipulates the Change. The Directive Order shall be final and binding, subject only to the Dispute Resolution Procedure pursuant to Article 19. Service Provider shall thereafter proceed with implementing the Change in accordance with the Directive Order. Service Provider shall be entitled to adjustment to the Reimbursement Rate that compensates Service Provider for any additional Eligible Expenses incurred by the Directive Order as reasonably substantiated by Service Provider's supporting information and documentation. Service Provider's failure or refusal to proceed promptly as directed will constitute a default under this Agreement. Directive Orders will, with respect to the relevant Changes, be incorporated into a Change Order following agreement by the Parties on adjustments to the Reimbursement Rate.

Section 10.2 Service Provider Requested Changes

(a) Service Provider may, at any time and from time to time, request a Change by delivering a Change Proposal to CAA Colorado.

(b) Service Provider shall request any Changes at no additional charge to CAA Colorado unless implementing the Change will require Service Provider to incur additional costs, in which case Service Provider shall make available to CAA Colorado all supporting information and documentation reasonably necessary to substantiate the pricing of the proposed Change.

(c) The Parties shall, upon CAA Colorado's request, negotiate in good faith the terms pursuant to which the Parties may agree to implement the proposed Change, unless CAA Colorado, in its sole discretion, declines a Change Proposal.

Section 10.3 Execution of Change Order

If the Parties reach agreement on the terms pursuant to which the proposed Change will be implemented, CAA Colorado will issue a Change Order to Service Provider for execution. Service Provider shall continue to perform the Services in accordance with the then-existing Agreement without implementing any Change unless and until a Change Order has been fully executed by both Parties except to the extent directed by a Directive Order.

ARTICLE 11 PILOT PROJECT

Either Party may propose supplemental or modified Services, including expansion of Services to cover additional Covered Materials, operational improvements, technology enhancements, or other initiatives, intended to support or improve the Program ("Pilot Project").

Section 11.1 CAA Colorado Initiated Pilot Projects

(a) CAA Colorado will give Service Provider a minimum of ninety (90) Days' advance notice of a proposed Pilot Project. Service Provider shall notify CAA Colorado within thirty (30)

Days following receipt of notification of the Pilot Project whether Service Provider elects to participate in the Pilot Project. The Pilot Project, including its scope, the schedule for its commencement and implementation, and the allocation of any costs or savings accrued by such Pilot Projects shall be negotiated by the Parties in accordance with Section 10.1 and shall not become effective unless and until the Parties execute a Change Order in accordance with Section 10.3.

(b) If CAA Colorado deems the Pilot Project a success and desires to incorporate the supplemental or modified Services into the Standards and Specifications, such a change will be made pursuant to the Change Order process set out in Article 10.

Section 11.2 Service Provider Initiated Pilot Project Proposals

For a Service Provider-initiated Pilot Project, Service Provider shall submit to CAA Colorado a Pilot Project Proposal. A Pilot Project Proposal must:

(a) Enhance the Services provided under the applicable Service Schedule and support the Program's goals;

(b) Comply with all Applicable Laws; and

(c) Include a detailed cost analysis and an operational analysis sufficient for CAA Colorado to evaluate feasibility, Program alignment, and financial implications of adoption.

CAA Colorado will consider a Pilot Project Proposal as a Change Proposal in accordance with Section 10.2 and maintains sole discretion to reject a Pilot Project Proposal or negotiate terms for implementation in a Change Order pursuant to Section 10.3. Service Provider shall not implement any Pilot Project Proposal without a fully executed Change Order. If CAA Colorado deems the implementation of a Pilot Project Proposal a success and desires to incorporate it into the Standards and Specifications, such a change will be made pursuant to the Change Order process set out in Article 10.

ARTICLE 12 REPORTING; RECORDKEEPING; OWNERSHIP OF INFORMATION

Section 12.1 Reporting

(a) Service Provider shall promptly report to CAA Colorado all information set forth in the applicable Service Schedule via the CAA Service Provider Portal, including (i) any information CAA Colorado may require to comply with its annual reporting requirements under C.R.S. § 25-17-709, (ii) any related information to substantiate that funding was used for the Eligible Expense for which it was disbursed, and (iii) any Activity Reports or other reports requested or required in accordance with the applicable Service Schedule.

(b) Any additional reporting requirements, including modification to the reporting format, frequency, or content required under this Section 12.1 or the Service Schedule shall be subject to mutual agreement of the Parties and shall not be effective unless and until a Change Order has been executed in accordance with Article 10, unless reasonably required for compliance with Law or in CAA's reasonable discretion for administration of the Program.

(c) To the extent Service Provider reports any Proprietary Information to CAA Colorado pursuant to this Section 12.1, CAA Colorado shall maintain the confidentiality of such Proprietary Information as required under Article 14.

Section 12.2 Recordkeeping

For seven (7) years after the submission of an invoice, Service Provider shall maintain all records necessary to substantiate the expenses for which reimbursement was requested.

Section 12.3 Ownership of Information

As required by and in accordance with Applicable Law, CAA Colorado may, from time to time, prepare reports or other documents, including those necessary to fulfill its reporting obligations under the Act, that include or are derived from information reported by Service Provider pursuant to Section 12.1 of this Agreement and any applicable reporting requirements set forth in the Service Schedule. CAA Colorado shall be the sole owner of all intellectual property rights pertaining to such reports or other documents, including all derivative works thereof, and shall have the unrestricted right, free of royalties or other charges, to publish or use such materials at any time, in whole or in part. To the extent such reports or documents contain Service Provider's information, Service Provider grants CAA Colorado a non-exclusive, royalty-free, fully paid, worldwide license to publish or use Service Provider's information at any time, in whole or in part. Nothing in the foregoing shall be construed to limit the terms of Article 14 of this Agreement.

ARTICLE 13 AUDIT

(a) CAA Colorado, including any authorized agent or designated auditor, may, upon at least ten (10) Business Days' advance notice and at CAA Colorado's expense, access, examine, copy, and retain, in paper or electronic form at CAA Colorado's election, any books, documents, papers, and records pertinent to Service Provider's performance of the Services or other transactions related to this Agreement, for the purpose of satisfying its obligations under Applicable Law or substantiating that funding was used for the Eligible Expense for which it was disbursed. Such access shall be granted during Service Provider's regular business hours and shall continue until the later of (a) seven (7) years after final payment under the Agreement or (b) expiration of the applicable statute of limitations. CAA Colorado may conduct no more than one (1) audit per year; provided, however, that if an audit reveals that funds were used for ineligible expenses that exceed five percent (5%) of the total reimbursed amount during the period audited or if CAA Colorado finds a reasonable basis to suspect fraud, CAA Colorado may conduct additional audits during such calendar year. Service Provider shall make reasonable efforts to cooperate with CAA Colorado in conducting such audits.

(b) Following completion of an audit, CAA Colorado shall provide Service Provider with written findings that describe (i) the scope of the audit performed, (ii) any questioned or ineligible expenses identified, and (iii) any resulting payment adjustments, reimbursements due, or other corrective actions required under this Agreement. CAA Colorado shall reasonably consider any additional information or explanation regarding the findings provided by Service Provider within thirty (30) Days after receipt of the written findings.

(c) If any audit reveals that funds were received by Service Provider for reimbursement of any ineligible expenses that exceed five percent (5%) of the total reimbursed amount during the period audited, Service Provider shall reimburse CAA Colorado for its reasonable audit costs within thirty (30) Days following the conclusion of the audit.

(d) To the extent that invoice payments made or pending cannot be verified by source documentation during CAA Colorado's audit, or where such source documentation is not provided by Service Provider, CAA Colorado shall adjust the applicable payments to reflect only the amounts substantiated by source documentation. Any such adjustments shall be offset against the first payment due to Service Provider after the conclusion of the audit.

(e) If the receipt of CAA Colorado's funds for ineligible expenses or the failure to provide source documentation for verification is determined by CAA Colorado to be habitual or intentional, CAA Colorado may suspend reimbursement payments and declare Service Provider to be in breach of the Agreement. In addition, Service Provider may be subject to investigation for fraud and any other remedies available under applicable Law.

(f) If any audit reveals a material discrepancy between the data used by Service Provider to develop the Reimbursement Rate and Service Provider's actual records, CAA Colorado may adjust the Reimbursement Rate to reflect the audited data. Such adjustment shall include reconciliation of any overpayments or underpayments identified by the audit, and the Parties shall make all payments or reimbursement necessary to fully correct such overbilling or underbilling for the audited period(s). Following completion of such reconciliation and payment of any amounts due, the Reimbursement Rate shall be prospectively adjusted to reflect the audit findings and shall apply to Invoice Periods after the conclusion of the audit, except as otherwise provided pursuant to the provision of this Article 13.

(g) CAA Colorado or its designated auditor will maintain confidentiality of Service Provider's Proprietary Information in accordance with Article 14. No examination of records and audit pursuant to this paragraph shall require Service Provider to make disclosures in violation of state or federal privacy Laws or otherwise in violation of Article 14.

ARTICLE 14 CONFIDENTIALITY AND PUBLICITY

Section 14.1 Proprietary or Confidential Material

(a) Each Party acknowledges and accepts that, in performance of Services under the terms of this Agreement, each Party may provide (the "Disclosing Party") to the other Party (the "Receiving Party") Proprietary Information that is owned or controlled by the Disclosing Party, and that the disclosure of such Proprietary Information may be damaging to the Disclosing Party. Each Party agrees that all Proprietary Information provided or otherwise disclosed by the Disclosing Party to the Receiving Party shall be held in confidence and used and shared with any Subcontractors solely for the purpose of administering, verifying, and auditing reimbursements in accordance with this Agreement. Such Proprietary Information may be in hardcopy, printed, digital, or electronic format. The Receiving Party shall promptly give notice to the Disclosing Party of any unauthorized use or disclosure of Proprietary Information of which the Receiving Party

becomes aware, and the Receiving Party shall reasonably assist the Disclosing Party in remedying any such unauthorized use or disclosure of Proprietary Information caused by the Receiving Party. This Section 14.1 shall not apply to any information that is: (i) in the public domain; or (ii) required by Applicable Law (including the Colorado Open Records Act), the Act, any rules or regulations promulgated thereunder, or CAA Colorado Program Plan to be disclosed, or, that should not reasonably be considered Proprietary Information, as determined pursuant to Section 14.2.

(b) Service Provider acknowledges that CAA Colorado is required by Applicable Laws, including the Act, to provide certain information to governmental authorities as part of its reporting obligations thereunder. Service Provider shall have no expectation of confidentiality with respect to such information reported to CAA Colorado; provided that CAA Colorado will make reasonable efforts not to disclose more information than is, in CAA Colorado's sole discretion, required by Applicable Law or reasonably necessary for CAA Colorado to perform its obligations as a PRO.

(c) Notwithstanding any other term of this Agreement, Service Provider is solely responsible for marking each page of all materials it believes contains Proprietary Information that it provides or causes to be provided to CAA Colorado, including its officers, employees, and agents, under this Agreement. CAA Colorado shall have no obligation to keep confidential, and shall incur no liability for the disclosure of, any information that is not so marked or any information, whether or not marked as Proprietary Information, that CAA Colorado, in its sole discretion, determines is required to be disclosed under Applicable Laws or is reasonably necessary to perform its obligations as a PRO.

(d) If CAA Colorado determines that it is required to disclose any information marked by Service Provider as Proprietary Information in accordance with Section 14.1(c), CAA Colorado shall provide Service Provider advance Notice prior to disclosure and a reasonable opportunity for Service Provider to object to disclosure and to obtain a protective order against such disclosure. Service Provider shall thereafter act diligently, at no cost or expense to CAA Colorado, to obtain such order in a timely manner and, if Service Provider has timely objected prior to any legally-imposed deadline for disclosure, CAA Colorado shall continue to withhold such information until a final, non-appealable order is issued.

Section 14.2 Legal Challenges to Confidentiality

Service Provider acknowledges that its designation of an item as Proprietary Information may be challenged. By designation of information as Proprietary Information, Service Provider agrees to defend CAA Colorado (and its officers, employees, and agents) against all claims and actions (whether or not a lawsuit is commenced) related to Service Provider's designation of information as Proprietary Information and to hold harmless CAA Colorado (and its officers, employees, and agents) from any award to a plaintiff for damages, costs, and attorneys' fees, incurred by CAA Colorado by reason of any claim or action related to Service Provider's designation of information as Proprietary Information.

ARTICLE 15 INDEMNITY

Section 15.1 Service Provider's Indemnity

Service Provider hereby agrees, to the extent allowed by law, to defend, indemnify, reimburse, and hold harmless CAA Colorado, its officers, employees, and agents for, from, and against all liabilities, claims, judgments, suits, or demands for damages to persons or property to the extent arising out of, resulting from, or relating to the Services performed by Service Provider under this Agreement ("Claims"), except to the extent such Claims have been specifically determined by the trier of fact to arise out of, or result from, the gross negligence or willful misconduct of CAA Colorado. This indemnity shall be interpreted in the broadest possible manner to indemnify CAA Colorado to the extent of any acts or omissions of Service Provider or Subcontractors either passive or active, except to the extent of the gross negligence or willful misconduct of CAA Colorado. The foregoing defense and indemnification obligation shall include Claims arising out of the release of Hazardous Materials by Service Provider or any of its Subcontractors, the exacerbation of Hazardous Materials existing prior to the Effective Date of this Agreement, or, without limitation to the foregoing, failure to comply with Environmental Laws. Nothing in this Article 15 shall be interpreted as a waiver of any immunity, limitation, or defense under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or to contravene any constitutional or statutory limitations placed on a Service Provider's authority or capacity to indemnify CAA Colorado.

Section 15.2 Notice of Claims

Service Provider's duty to defend and indemnify CAA Colorado shall arise at the time notice of the Claim is first provided to CAA Colorado regardless of whether claimant has filed suit on the Claim, except that CAA Colorado must provide the notice of the Claim to Service Provider following receipt.

Section 15.3 Defense of Claims

To the extent allowed by law, Service Provider shall defend any and all Claims which may be brought or threatened against CAA Colorado, to the extent such Claims are brought within the scope of Service Provider's obligations pursuant to Section 15.1, and will pay on behalf of CAA Colorado the actual and reasonable expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of CAA Colorado shall be in addition to any other legal remedies available to CAA Colorado and shall not be considered CAA Colorado's exclusive remedy.

Section 15.4 Insurance Coverage

Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Service Provider under the terms of this indemnification obligation. Service Provider may obtain, at its own expense, any additional insurance that it deems necessary for the protection of CAA Colorado.

ARTICLE 16 INSURANCE

Section 16.1 General Conditions.

(a) Service Provider shall, at or before the execution of this Agreement, obtain and thereafter maintain in full force and effect insurance coverage to the extent specified in each Service Schedule, including the required types and minimum limits of coverage. Coverage shall be maintained for the periods set forth in the applicable Service Schedule.

(b) Unless otherwise specified in a Service Schedule, all required insurance shall be issued by insurers licensed or authorized to do business in the state of Colorado and rated at least "A" VIII or better by A.M. Best Company.

(c) Each required policy shall provide that, if canceled by the insurer prior to the end of the applicable coverage period (and, if applicable, upon nonrenewal or material reduction in coverage), the insurer will give CAA Colorado at least thirty (30) Days' prior Notice. Notice shall be delivered to the parties identified in Section 20.8. If the insurer will not provide such notice, Service Provider shall, within three (3) Business Days after receiving any cancellation notice from its insurer(s), provide Notice to the parties identified in Section 20.8, referencing CAA Colorado's contract number.

(d) Service Provider shall be solely responsible for payment of all deductibles and self-insured retentions under its policies.

(e) The insurance coverage set forth in the Service Schedules constitutes minimum requirements only and shall not be construed to limit or reduce Service Provider's obligations or liability under this Agreement. Service Provider shall, at its own expense, maintain any additional insurance it deems necessary to fulfill its obligations and liabilities hereunder.

(f) Service Provider's failure to maintain the required insurance coverage, provide acceptable proof of insurance, and/or to require Subcontractors to maintain appropriate insurance, constitutes a material breach of the Agreement. In such event, CAA Colorado may suspend Service Provider's performance of the Services, procure insurance at Service Provider's expense, or terminate the Agreement in accordance with Section 3.2(e).

Section 16.2 Proof of Insurance.

(a) Service Provider may not commence performance of Services under a Service Schedule prior to placement of coverages required thereunder. Service Provider shall provide certificates of insurance to CAA Colorado prior to commencement of Services and annually thereafter or upon request of CAA Colorado during the Term of this Agreement. Service Provider certifies that any certificate of insurance submitted to CAA Colorado complies with all insurance requirements of the applicable Service Schedule.

(b) The certificate of insurance shall (i) include all endorsements granting additional insured status, primary and noncontributory language, and waivers of subrogation; and (ii) be updated and delivered upon policy renewal.

(c) CAA Colorado's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in the applicable Service Schedule shall not act as a waiver of Service Provider's breach of this Agreement or of any of CAA Colorado's rights or remedies under this Agreement. CAA Colorado may require additional proof of insurance, including but not limited to policies and endorsements.

Section 16.3 Additional Insureds.

Service Provider and Subcontractor's insurer(s) shall name CAA Colorado, its officers, employees, agents, and volunteers, and any other person or entity upon written request by CAA Colorado, as additional insureds for any commercial general liability, business auto liability, excess liability, and other types of insurance policies to the extent that such additional insureds are required by a given Service Schedule.

Section 16.4 Waiver of Subrogation.

For all coverages, Service Provider's insurer shall waive subrogation rights against CAA Colorado.

Section 16.5 Subcontractors.

Service Provider shall confirm and document that all Subcontractors procure and maintain coverage as approved by Service Provider and appropriate to their respective primary business risks, considering the nature and scope of services provided. If Service Provider contracts with a Subcontractor to perform all Services on its behalf, Service Provider may satisfy the requirements of this Article 16 through insurance maintained by such Subcontractor; provided that Service Provider shall remain primarily liable for ensuring the Subcontractor's insurance satisfies the requirements herein. Notwithstanding any insurance maintained by Subcontractors, Service Provider remains fully responsible for Subcontractors' performance of Service Provider's obligations under this Agreement.

Section 16.6 Additional Provisions.

(a) For any required commercial general liability, excess/umbrella liability, and pollution liability, the policies must provide the following:

(i) Contractual liability covering the liability assumed in an insured contract;

(ii) A severability of interests provision;

(iii) A provision that coverage is primary, but only to the extent of the liabilities assumed under this Agreement; provided however, the preceding limitation neither limits Service Provider's liability nor the coverage extended to CAA Colorado as an additional insured to the payment obligations arising out of the Agreement; and

(iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by CAA Colorado, but only to the extent of the liabilities assumed under this Agreement; provided however, the preceding limitation neither limits Service

Provider's liability nor the coverage extended to CAA Colorado as an additional insured to the payment obligations arising out of the Agreement.

(b) For any required commercial general liability, excess/umbrella liability, and pollution liability, if the policy is a claims-made policy, then the retroactive date must be on or before the Effective Date of this Agreement or the first date when any goods or services were provided to CAA Colorado, whichever is earlier.

(c) For any required commercial general liability, excess/umbrella liability, and pollution liability, the policies must not contain any exclusion or limitation of liability related to Losses caused in part or whole by Subcontractors, independent contractors, suppliers, and other entities directly or indirectly performing Services under this Agreement on behalf of Service Provider.

ARTICLE 17 NOTIFICATION

Service Provider shall promptly notify CAA Colorado in writing of the following events at any time during the Term of this Agreement, and in any case within thirty (30) Days following the date of such occurrence, unless a different notice period is specified for a particular event below:

(a) Any corporate changes of Service Provider, or the parent of Service Provider, including, but not limited to, mergers, sales, and acquisitions that, as reasonably determined by Service Provider, affect Service Provider's qualification as a Service Provider or its eligibility for reimbursement under this Agreement;

(b) Receipt of a Notice of Violation ("NOV") for any violations of Applicable Laws in relation to Service Provider's performance of Services under this Agreement, within 24 hours of receipt of such notice, together with a copy of the NOV, a description of any corrective action taken or to be taken, and, if all corrective actions cannot reasonably be identified within 24 hours, a plan for determining any additional corrective actions that may be required;

(c) Filing for bankruptcy, within 24 hours of such filing;

(d) Cancellation or termination of required permits, licenses, or other required authorizations necessary to ensure performance of the Services; and

(e) Cancellation or otherwise loss of insurance coverage or performance security required by this Agreement; provided, however, that such events shall not relieve Service Provider of its bonded obligations and performance of the Services.

ARTICLE 18 USE OF NAMES AND MARKS IN PUBLIC COMMUNICATIONS

(a) Subject to the other Party's prior express written approval, each Party may use the other Party's name, logo, symbol, trademark, or service mark (collectively, the "Marks") in electronic, printed, stamped, or inscribed materials to support and promote the relationship between the Parties during the Term. Each Party's right to use the Marks is royalty-free, non-exclusive, non-transferable, and non-assignable.

(b) Service Provider shall not, without CAA Colorado's prior written authorization:

(i) Use any statements, whether written or oral, made by CAA Colorado or its employees to market, sell, promote, or highlight Service Provider or its facilities, products, and services; and,

(ii) Use any subjective or perceived interpretations, whether or not factually accurate, of CAA Colorado's opinion regarding Service Provider's performance, product(s), and/or service(s) in any document, article, publication, or press release intended for marketing, promotional, or public relations purposes.

Notwithstanding the foregoing, Service Provider may include CAA Colorado on its client lists and/or identify CAA Colorado as a reference customer.

ARTICLE 19 DISPUTE RESOLUTION

Section 19.1 Dispute Resolution Procedure

(a) In the event of a dispute arising out of or relating to this Agreement, including the interpretation, scope, or breach thereof, or the extent of the Parties' obligations under this Agreement (a "Dispute"), the Parties shall endeavor to reach a resolution of the Dispute satisfactory to both Parties. Either Party may commence such process by requesting a meeting with the other Party, which may take place in person, or remotely. Each Party shall nominate a representative who shall meet to try to resolve the Dispute.

(b) Following such meeting request, the Parties shall confer and otherwise use reasonable efforts to initiate the Dispute Resolution Procedure and to resolve the Dispute within a period of thirty (30) Days (the "Dispute Negotiation Period"). If the Dispute is not resolved within the Dispute Negotiation Period, then:

(i) The Dispute may, at either Party's request, be referred to mediation for a good faith resolution. Either Party may initiate the mediation process by giving notice in writing, requesting mediation, to the other Party (a "Mediation Notice").

(ii) Within ten (10) Days after such Mediation Notice, the Parties shall confer in good faith to select a mutually acceptable mediator. If the Parties are unable to agree on a mediator within that period, the Parties shall request that Judicial Arbitration and Mediation Services ("JAMS"), or another reputable dispute resolution organization mutually agreed upon by the Parties, assign a neutral mediator to the matter.

(iii) If there is any aspect of the form or conduct of the mediation on which the Parties cannot agree within ten (10) Days from the date of delivery of the Mediation Notice, the mediator shall, at the request of either Party, decide that point, having first made reasonable efforts to consult with each of the Parties on the issue.

(iv) The mediation shall start not later than sixty (60) Days from the date of delivery of the Mediation Notice. The mediation shall be governed by the substantive law of the state of Colorado.

(v) Each Party shall bear its own costs and expenses of its participation in the mediation, including attorney's fees.

(c) If either Party refuses or fails to participate in the mediation process or if a resolution of the Dispute is not reached within ninety (90) Days from delivery of the Mediation Notice, any action, controversy, lawsuit, or claim arising out of or relating to a Dispute, shall be resolved by binding arbitration. In the absence of any mutual agreement by the Parties, the seat of arbitration shall be Denver, Colorado, and shall be conducted in accordance with the then effective JAMS arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and expenses, including attorney's fees, and an equal share of the arbitrator's fees and any administrative fees of arbitration. The decision of the arbitrator(s) shall be final and binding on the Parties, and the Parties waive any right to appeal the decision, to the extent a waiver can be made under applicable law. Notwithstanding the foregoing, if Service Provider is prohibited by law from engaging in arbitration, the provisions of this Section 19.1(c) herein regarding binding arbitration shall not apply and the Parties may seek judicial resolution, subject to Section 20.11 herein.

(d) Notwithstanding the foregoing, nothing in this Article 19 shall limit the ability of a Party to seek injunctive relief from a court of competent jurisdiction ordering compliance with the Agreement or enjoining and restraining the continuation of a breach of the Agreement.

Section 19.2 Documentation of Dispute Resolution

(a) Upon the Parties' agreement on any settlement of a Dispute, the Parties shall execute a written settlement agreement, setting out the details of such settlement. Such settlement agreement shall be final, binding, and enforceable to the extent permitted by Applicable Laws.

(b) With the exception of any duly-executed settlement agreements, statements made by the Parties, including by their officers, employees, agents, and representatives, during any meetings or in any communications related to efforts to amicably settle or resolve a Dispute pursuant to this Article 19, including to or before a mediator or arbitrator, and documents containing statements or opinions specifically prepared in connection with the same, shall be considered part of settlement negotiations and shall not be admissible as evidence in any other proceeding between the Parties of any kind, including court proceedings, without the mutual written consent of the Parties. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable resulting from its use during settlement discussions or mediation.

Section 19.3 Continuation of Work

While resolving any Dispute, Service Provider shall continue with the Services (including any Services that are the subject of the Dispute) in accordance with the Contract Documents, and CAA Colorado will continue without interruption to make timely payment of undisputed amounts. Neither Party shall be excused from performance except to the extent that such performance is rendered impossible or impracticable by the nature of the Dispute.

ARTICLE 20 GENERAL PROVISIONS

Section 20.1 Relationship of the Parties

(a) Neither Party shall have the power or authority to bind the other Party or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party. Neither Party shall hold itself out as an agent, partner, or employee of the other Party. Nothing in the Agreement shall have the effect of creating an employment, partnership, or agency relationship between the Parties or any of the Parties' directors, officers, employees, agents, partners, affiliates, volunteers, or Subcontractors. Service Provider acknowledges that CAA Colorado is a private nonprofit entity and not a governmental entity or the functional equivalent of a governmental entity.

(b) Notwithstanding CAA Colorado's obligation to reimburse Service Provider for its performance of the Services under this Agreement, CAA Colorado does not control, participate, or directly manage day-to-day operations of Service Provider or transactions between Service Providers and any third parties. Service Provider is, and shall remain, an independent organization solely responsible for the performance of any Services under this Agreement in exchange for reimbursement as provided herein. Service Provider retains all its statutory authority and governance responsibilities in relation to the performance of the Services. For all transactions with third parties, Service Provider shall establish and maintain a direct business relationship and shall engage in regular communication and planning with the relevant third parties. CAA Colorado shall not be held liable for the acts or omissions of Service Provider.

Section 20.2 Conflict of Interest

(a) Service Provider shall:

(i) Avoid any Conflict of Interest in the performance of its obligations under this Agreement; and

(ii) If a Conflict of Interest is discovered at any time during the Term of this Agreement,

(A) Make an immediate and full written disclosure to CAA Colorado that includes a description of the action that Service Provider has taken or proposes to take to eliminate or mitigate the conflict; and

(B) Comply with any requirements prescribed by CAA Colorado to eliminate, mitigate, or otherwise resolve any Conflict of Interest.

(b) CAA Colorado may terminate this Agreement in accordance with Section 3.2(e), if:

(i) Service Provider fails to comply with any requirements prescribed by CAA Colorado to eliminate, mitigate, or otherwise resolve a Conflict of Interest; or

(ii) Any Conflict of Interest cannot, in CAA Colorado's sole discretion, be resolved to its satisfaction;

in either case within thirty (30) Days following Service Provider's receipt of CAA Colorado's Notice of the conflict or Service Provider's disclosure of such conflict.

(c) Without limiting any other rights or remedies available to CAA Colorado under this Agreement, at law, or in equity, CAA Colorado may immediately terminate this Agreement in accordance with Section 3.2(e) if a Conflict of Interest that Service Provider knew, or should have known about, but failed to promptly disclose, is determined to exist during the procurement process or the Term of this Agreement.

(d) This Section 20.2 shall survive any termination or expiration of this Agreement.

Section 20.3 Entire Agreement

This Agreement, together with the schedules and attachments hereto, embodies the entire agreement between the Parties regarding the subject matter hereof and supersedes any prior understanding or agreement, collateral, oral, or otherwise, existing between the Parties at the Effective Date.

Section 20.4 Severability

If any term or condition of the Agreement, or the application thereof to the Parties or circumstances, is to any extent invalid or unenforceable as determined by a court of competent jurisdiction, the remainder of the Agreement, and the application of such term or condition to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby to the maximum extent permitted by Applicable Laws. The invalidation or unenforceability of any such term or condition of the Agreement shall not impose any additional obligations or liabilities on either Party beyond those expressly set forth in the remaining valid terms and conditions of this Agreement.

Section 20.5 Force Majeure

(a) Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an extraordinary and unforeseeable event beyond the reasonable control of the affected Party, which could not have been prevented or mitigated through reasonable diligence, contingency planning, or industry-standard practices (a "Force Majeure Event"). The Parties agree that Force Majeure Events shall include the following events or circumstances, but only to the extent that they directly and materially impair the affected Party's capacity to perform its obligations under this Agreement, and only where such events or circumstances are not caused, in whole or in part, by the acts or omissions of the affected Party:

(i) Natural disasters, including, without limitation, hurricanes, earthquakes, wildfires, and floods;

(ii) Civil unrest, riots, war, rebellion, or sabotage;

(iii) Atomic or nuclear incidents;

(iv) Government-imposed shutdowns, closures, sanctions, embargoes, or trade restrictions;

(v) Court or regulatory orders that suspend or materially restrict operations, including, without limitation, a delay or suspension of the CAA Colorado Program Plan or the statutory regime under which the Plan is effective;

(vi) Epidemics or pandemics resulting in government mandated quarantines, closures, or transportation restrictions;

(vii) Labor strikes or lockouts;

(viii) Disruption of critical supply chains; shortages of materials, fuel, power, or transportation; or breakdown or failure of transportation, equipment, telecommunications, natural gas service, electric power, or other utilities or public infrastructure; in each case only where the affected Party demonstrates that it made reasonable and documented efforts to secure commercially viable alternatives and remained unable to obtain the materials necessary for performance;

(ix) Lack of funding due to nonpayment of membership fees in the form of producer fees, dues, or other amounts owed to CAA Colorado.

(b) For certainty, the following events or circumstances shall not constitute Force Majeure Events:

(i) Staffing shortages, voluntary resignations, failure to hire or retain personnel, or workforce management constraints;

(ii) Foreseeable seasonal weather conditions or adverse weather conditions that do not materially prevent the performance of the affected Party's obligations; or

(iii) Delays in obtaining permits, licenses, or regulatory approvals except to the limited extent such delays are caused directly by a qualifying Force Majeure Event.

(c) If a Party seeks to excuse itself from its obligations under the Agreement due to a Force Majeure Event, that Party shall:

(i) Promptly notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance;

(ii) Use all commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as practicable; and

(iii) Provide the other Party regular updates on the status of the Force Majeure Event and the expected timeline for resumption of performance.

(d) If the Force Majeure Event continues for more than thirty (30) consecutive Days, the Parties shall meet and confer in good faith to determine appropriate next steps, which may include amendment, suspension, or termination of this Agreement, or other mutually agreed measures to address the impacts of the Force Majeure Event.

Section 20.6 Failure to Enforce Not a Waiver

Any failure by CAA Colorado to insist in one or more instances upon strict performance by Service Provider of any of the terms or conditions of the Agreement shall not be construed as a waiver by CAA Colorado of its right to require strict performance of any such terms or conditions, and the obligations of Service Provider with respect to such performance shall continue in full force and effect. Any waiver must be given in writing by a duly authorized representative of CAA Colorado.

Section 20.7 Amendments

Any changes to the Agreement shall only be by written amendment or Change Order signed by an authorized official of each Party. No changes shall be effective or shall be carried out in the absence of a written amendment or Change Order.

Section 20.8 Notices

(a) Notices shall be in writing and shall be delivered by postage-prepaid envelope, courier service, personal delivery, or email to:

(i) If to CAA Colorado:

Circular Action Alliance Colorado
20 F Street NW 7th Floor
Washington, DC 20001
legal@circularaction.org

with a copy to:

Kaplan Kirsch LLP
1675 Broadway #2300
Denver, CO 80202
Attention: Polly B. Jessen
pjessen@kaplankirsch.com

(ii) If to Service Provider:

Melissa Dobbins
Mayor
Town of Oak Creek
130 Nancy Crawford Blvd.
Oak Creek, CO 80467
mayor@townofoakcreek.com

(b) Each Party may update its contact information for Notice delivery by giving the other Party Notice of such update.

(c) Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of delivery by courier service or personal delivery, upon receipt; or (c) in the case of email, upon receipt of a "read receipt." In the event of a postal disruption, Notices must be given by courier service, personal delivery or by email. Unless the Parties expressly agree in writing to additional methods of Notice, Notices may only be provided by the methods contemplated in this Section 20.8.

Section 20.9 Assignment

The rights and obligations of each Party may not be assigned, transferred, or delegated without the prior written consent of the other Party, which shall not be unreasonably withheld; provided that CAA Colorado may assign, transfer, or delegate, in whole or in part, this Agreement or any of its rights or obligations under this Agreement without prior written consent of Service Provider to a successor PRO or CDPHE if CAA Colorado ceases to administer the Program as a PRO.

Section 20.10 Survival

The following provisions of this Agreement will survive the expiration or earlier termination of this Agreement:

(a) Section 3.2 regarding termination of this Agreement;

(b) Service Provider's and CAA Colorado's representations and warranties in Article 5;

(c) Service Provider's obligations regarding recordkeeping in Section 12.1(c);

(d) Article 14 regarding confidentiality of Proprietary Information;

(e) Article 15 and Article 16 regarding indemnification (and defense) and insurance;

(f) Article 18 regarding use of names and marks in public communications;

(g) Article 19 regarding dispute resolution;

(h) Section 20.11 regarding governing law, jurisdiction, and venue;

(i) Any provision of this Agreement, including any provision of the Service Schedule, that expressly or by its content is intended to operate after expiration or early termination of this Agreement; and

(j) Any provision of this Agreement necessary for interpretation or application of the foregoing, including Article 1.

Section 20.11 Governing Law; Jurisdiction and Venue; Waiver of Jury Trial

(a) The Agreement shall be governed by and construed in accordance with the Laws of the state of Colorado, without regard to its or any other jurisdiction's conflict of laws principles.

(b) Subject to the arbitration provisions under Section 19.1(c), any action or proceeding related to this Agreement shall be brought exclusively in the District Court of the City and County of Denver, State of Colorado, or, if federal jurisdiction exists, in the United States District Court for the District of Colorado. This exclusive venue shall apply to (i) the enforcement of any arbitration award under Section 19.1(c), (ii) any request for injunctive relief, and (iii) any action or proceeding related to this Agreement to which Section 19.1(c) is not applicable.

(c) Each of Service Provider and CAA Colorado hereby waives, to the fullest extent permitted by Applicable Laws, any right that it may have to a trial by jury in respect of any action or proceeding related to this Agreement.

Section 20.12 Counterparts

The Agreement may be executed in several counterparts, all of which taken together shall constitute one agreement binding upon the Parties.

Section 20.13 Electronic Signature

An electronic and/or scanned signature and a signature transmitted by electronic means, including, for example and without limitation, a facsimile signature or a signature in Portable Document Format (.pdf), shall constitute an original signature for purposes for this Agreement and each signature so submitted will be treated as an original having the same force and effect as if it were a hand-written signature.

Section 20.14 Taxes

Service Provider shall promptly pay when due, all taxes, bills, debts, and obligations it incurs performing the Services. CAA Colorado shall not be liable for the payment of taxes, late charges or penalties of any nature related to the Services unless and only to the extent as may be required by Applicable Laws.

Section 20.15 No Third-Party Beneficiaries

Except as provided under Article 15 which is intended to be enforceable by the persons respectively referred to therein, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 20.16 Waiver of Consequential Damages

(a) Subject to Section 20.16(b), and without effect on any express liquidated damages determined in accordance with the applicable Service Schedule, neither Party will be liable to the

other for any punitive, special, indirect, incidental, or consequential damages of any nature (including, for certainty, lost revenue or profit, loss of good will, and the cost of capital or interest) whether arising out of performance or non-performance or a breach of this Agreement, tort (including negligence) or other legal theory of liability, and each Party releases the other Party from such liability.

(b) The limitation set out in Section 20.16(a) will not apply to any Service Provider's liability:

(i) For Losses to the extent that such Losses are covered by insurance required under this Agreement; or

(ii) for Losses arising out of fraud, willful misconduct, criminal conduct, bad faith, or gross negligence.

[SIGNATURE PAGES FOLLOW]

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

CIRCULAR ACTION ALLIANCE COLORADO LLC

By:_____
Name: _____
Title: _____
Date:_____
Address: 20 F Street NW 7th Floor
Washington, DC 20001
Email: legal@circularaction.org

With a copy to:

Kaplan Kirsch LLP
1675 Broadway #2300
Denver, CO 80202
Attention: Polly B. Jessen
pjessen@kaplankirsch.com

SERVICE PROVIDER:

THE TOWN OF OAK CREEK

By:_____
Name: Melissa Dobbins
Title: Mayor
Date:_____
Address: 130 Nancy Crawford Blvd.
Oak Creek, CO 80467
Email: mayor@townofoakcreek.com

Approved as to form: _____

MASTER LIST OF DEFINED TERMS

Unless otherwise defined in the Agreement, capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A.

"Act" or "the Act" shall mean The Colorado Producer Responsibility Program for Statewide Recycling Act, C.R.S. §§ 25-17-701 et seq.

"Activity Report" shall mean a report prepared by Service Provider, in accordance with the requirements of an applicable Service Schedule, that includes such data and information as may be reasonably required by CAA Colorado.

"Actual Blended Value" ("Actual BV") shall mean the per-Ton Blended Value calculated from the Actual Average Prices, as reported by Service Provider, and the Material Composition of a Service Provider's Facility for the applicable Invoice Period.

"Addendum" or "Addenda" shall mean one or more addenda issued by CAA Colorado to modify any terms or conditions of any RFR.

"Additional Materials List" or "AML" shall mean Covered Materials not on the Minimum Recyclables List that may be collected in different geographic areas through curbside services, drop-off centers, or other means, as may be updated by the PRO from time to time in compliance with the Act.

"Agreement" shall mean the Service Agreement that consists of all the Contract Documents specified in Section 1.1 of the Master Service Agreement.

"Alley Service" shall mean a collection system where Service Provider collects Solid Waste and/or recycling from Collection Containers placed in the alley behind the residence rather than at the curb on the street in front of a residence.

"Americans with Disability Act" or "ADA" shall mean the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.

"Annual Reimbursement Rate Worksheet" shall mean the worksheet posted on the CAA Service Provider Portal, to be completed by Service Provider in accordance with the requirements set forth in the applicable Service Schedule.

"Annual Report" shall mean the report that Service Provider is required to develop and submit to CAA Colorado on an annual basis in accordance with the requirements set forth in the applicable Service Schedule.

"Annual Service Cost Estimate Worksheet" shall mean the worksheet posted on the CAA Service Provider Portal, to be completed by Service Provider in accordance with the requirements set forth in the applicable Service Schedule.

"Applicable Laws" shall mean all Laws that are applicable to a Party, this Agreement, or the performance of the Services, as each may be amended from time to time.

"Application" shall mean the collection of information submitted by Service Provider to

CAA Colorado for CAA Colorado's consideration to enter into a Service Agreement.

"Assisted Recycling Services" shall mean the policy applicable to Customer(s) who require assistance to move the Collection Container to the curb, alley, or refuse Collection Area.

"Actual Cost Basis" shall mean a reimbursement method established for the Open Market Collection Service Schedule where CAA Colorado reimburses Service Provider based on the Service Provider's actual Eligible Expenses incurred for performing the Services, as substantiated with supporting documentation in accordance with Section 4 of Exhibit A of the Open Market Collection Service Schedule.

"Authorized Disposal Facility" shall mean a facility that is permitted by CAA Colorado to receive from Service Provider, and dispose of, Residuals.

"Available Processing Capacity" shall mean the maximum amount of Designated Covered Materials that Service Provider's Facility is able to weigh, accept, process, and market over a defined period of time in accordance with the terms and conditions of this Agreement. The Available Processing Capacity may be less than the facility's total processing capacity if the facility accepts materials other than Designated Covered Materials.

"Average Actual Price" or "AAP" shall mean for any given reporting period, the arithmetic average of the actual sales prices received by Service Provider for the sale of each Covered Commodity, as documented in sales invoices or other verifiable transaction records. Calculation and the intended use of AAP are provided in Section 1.3 of Exhibit B in the Service Schedule for Post-Collection Processing Services.

"Blended Value" or "BV" shall mean the weighted average value of all grades of Covered Commodities processed at Service Provider's Facility(ies) during a specified period, calculated by multiplying the percentage composition by weight of each commodity grade contained in the outbound material stream by the applicable market price for that grade, and summing the results across all grades. Calculation of the Blended Value is provided in Exhibit I of the Service Schedule for Post-Collection Processing Services.

"Broker" shall mean a commercial entity that is a material buyer in the supply chain leading to an End Market that takes legal or physical possession of materials, and then in turn, markets the materials to an End Market.

"Business Day" shall mean any day that is not a Saturday, Sunday, or a State or federal holiday.

"CAA Colorado Program Plan" or "the Plan" shall mean the producer responsibility program plan that CAA Colorado has prepared and may amend from time to time, as approved by CDPHE pursuant to C.R.S. § 25-17-705.

"CAA Colorado Representative" shall mean the designated point of contact from CAA Colorado to Proposers during the RFR process or to Service Provider under the Service Agreement.

"CAA Service Provider Portal" shall mean the internet-based electronic system designated by CAA Colorado for the electronic submission, exchange, and storage of documents, data, reports, and other information required under the RFR and this Agreement, including any

successor system specified by CAA Colorado.

"CAA's Supplier Code of Conduct" shall mean the minimum requirements of CAA for ethical and responsible behavior of its suppliers, contractors, consultants and other business partners, as may be updated by CAA from time to time.

"Capture Rate" shall mean the ratio (expressed as a percentage) of the quantity of each individual Designated Covered Material that is received at a Service Provider's Facility and subsequently processed and sold to End Markets, divided by the estimated quantity of that same material contained in the inbound deliveries of Designated Covered Materials to such facility as determined based on the most recent Material Composition determined in accordance with Section 14.6 of the Service Schedule for Post-Collection Processing Services.

"Capture Rate Standard" or "CRS" shall mean the minimum Capture Rate of each Designated Covered Materials provided in Exhibit L of the Service Schedule for Post-Collection Processing Services, which Service Provider shall meet.

"CDPHE" shall mean the Colorado Department of Public Health and Environment.

"Chain of Custody" shall mean the documentation and maintenance of the handling of Designated Covered Materials from collection, through post-collection, and until delivery to an End Market.

"Change in Law" shall mean the coming into effect after the Effective Date of:

(a) the enactment, promulgation, or adoption of any Law,

(b) a binding change in the judicial or administrative interpretation of any Law, or

(c) any modification (including repeal) of any Law, in

each case, by a governmental authority, that:

(i) is materially different from or inconsistent with Law as in effect immediately prior to the coming into effect of the relevant change as referenced above; and

(ii) which change was not (in the same or substantially similar form and substance to that which later comes into effect) pending, passed, or adopted, including in the form of a bill or draft, as of the Effective Date;

provided that, Change in Law shall exclude:

(1) any change which was (in the same or substantially similar form and substance) pending, passed, or adopted at the Effective Date,

(2) the exercise of discretion and oversight by a governmental authority in any permitting or approval process, provided, however, that a change to a previously granted permit or approval shall be a Change in Law, and

(3) any change in federal, State, or local trade, export, customs, or sanctions Law or tax

Laws of general applicability.

"Change Order" shall mean a written amendment to this Agreement, including any Service Schedule, executed by both Parties, that authorizes a change to the Services set out in any Service Schedule or the manner of performance, schedule, or Reimbursement Rate for such Services.

"Claim" shall mean all liabilities, claims, judgments, suits, or demands for damages to persons or property to the extent arising out of, resulting from, or relating to the Services performed by Service Provider under this Agreement.

"Collection" shall have the meaning given to it in the Act, including regularly scheduled gathering, accepting, transportation, and removal of Covered Materials from Covered Entities for the purpose of recycling.

"Collection Container(s)" shall mean a container to hold and store Covered Materials at a Service Address.

"Collection Container Contamination Management" shall mean a description of Collection Container types, capacities, and colors used for recycling Collection Services. It shall include delivery, replacement, repair, recovery, reuse, and inventory management procedures and tracking systems and shall note any identification method used (e.g. Radio Frequency Identification "RIFD" tags, serial numbers).

"Collection Contractor" shall mean the third-party performing Services on behalf of Service Provider.

"Collection Contractor Agreement" shall mean the contract between Service Provider and the Collection Contractor.

"Collection Service" shall mean the provision of recycling materials collection in accordance with the Standards and Specifications of the applicable Service Schedule.

"Conflict of Interest" shall mean any situation or circumstance arising out of existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e. parent entities, subsidiaries, affiliates, etc.) of Service Provider, or a participant in CAA Colorado's procurement process before it becomes Service Provider, that:

(a) create an unfair competitive advantage or a perception or appearance of impropriety with respect to the procurement process, or otherwise engage in conduct that compromises or could be seen to compromise the integrity of the procurement process; or

(b) impair, could impair, or could reasonably appear to impair Service Provider's ability to exercise judgment or perform its obligations under this Agreement in an independent, objective, and impartial manner.

"Consent of Surety" shall mean a formal written statement issued by a surety confirming that, if the proposer is awarded the Agreement, the surety will furnish the required performance security in accordance with the Contract Documents.

"Consumer Price Index" or "CPI" shall mean the Consumer Price Index for Garbage and Trash Collection (CUUR0000SEHG02), as published by the United States Department of Labor Table 2. Consumer Price Index for All Urban Consumers ("CPI-U"): U.S. city average, by detailed expenditure category (https://www.bls.gov/news.release/cpi.t02.htm). In the event that the United States Department of Labor discontinues publications of the Garbage and Trash Collection Index (CUUR0000SEHG02), the annual rate adjustment will default to the Consumer Price Index for Denver-Aurora-Lakewood CO, All Items, published by the United States Department of Labor, Department of Labor Statistics (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_denver.htm), unless the Parties mutually agree in writing to use an alternative index.

"Contaminated Load" shall mean a load delivered to Service Provider that contains a Contamination level above the threshold specified in Section 14.7(b)(ii) of the Service Schedule for Post-Collection Processing Services.

"Contamination" or "Contaminants" shall mean that portion of collected materials, which are non-recyclable and not Designated Covered Materials, including Excessive Moisture, organic materials, unprocessable Designated Covered Materials (e.g., due to size, condition, or moisture adherence), Covered Materials that are not Designated Covered Materials as accepted for processing at a Designated Facility, and non-recyclable materials.

"Contamination Incident Report" shall mean a report drafted by Service Provider detailing the rejection of a Covered Materials load from the Designated Facility due to Contamination.

"Contamination Management Protocol" or "the Protocol" shall mean a standard operating procedure written and implemented by Service Provider to monitor the contents of Covered Materials and identify Contamination that exceeds 25% by volume of any Collection Container.

"Contract Documents" shall mean those documents consisting of this Agreement, as set forth in Section 1.1 of the Master Service Agreement.

"Convenience Standard" shall mean the standards for the Program described in C.R.S. § 25-17-706(3) with regard to Covered Entities' reasonable access to recycling services under the Program. For clarity, the Convenience Standards do not require or imply any particular frequency of recycling services.

"Covered Commodities" shall mean outbound marketable materials derived from the processing of Designated Covered Materials at Service Provider's Facility(ies) that meet the applicable specifications for sale and delivery to End Markets.

"Covered Commodities List" shall mean the documentation prepared and maintained by Service Provider for each shipment of Covered Commodities delivered to REMs, which include the information set forth in Section 14.10(k) of the Service Schedule for Post-Collection Processing Services.

"Covered Commodities Marketing Fee Incentive" shall mean the incentive payable to Service Provider for marketing Covered Commodities to REMs, which is specified in Section 1.2.1 of Exhibit A to the Service Schedule for Post-Collection Processing Services.

"Covered Entity" shall have the meaning given to it in the Act, including Single-Family

Residences, Large Multi-Family Dwellings, Small Multi-Family Dwellings, and Non-Residential Covered Entities, from which Covered Materials are collected.

"Covered Materials" shall have the meaning given to it in the Act, including packaging material, except as specified in C.R.S. § 25-17-703(13)(b), and paper products, except as specified in C.R.S. § 25-17-703(13)(b).

"Curbside Service" shall mean a collection system where Service Provider collects Solid Waste and/or recycling from Collection Containers placed at the curb on the street in front of a residence.

"Customer(s)" shall mean the residents who reside in either a Single-Family Residence, Large Multi-Family Dwelling, or Small Multi-Family Dwelling, or drop off Designated Covered Materials at a Drop-Off Facility.

"Day" shall mean a calendar day.

"Delivering Entities" shall mean entities that transport Designated Covered Materials to Service Provider's Facility(ies) utilizing their own or contracted vehicles. They may or may not be Participating Collectors.

"Department of Transportation" or "DOT" shall mean the United States Department of Transportation.

"Designated Covered Materials" shall mean a subset of Covered Materials, as specified in the Service Schedule, for which Service Provider shall accept and perform Services.

"Designated Facility" shall mean a Material Recovery Facility, an Intermediate Processing Material Recovery Facility, or a Transfer Station operated for the Services, including sorting and processing Designated Covered Materials and marketing Covered Commodities, located in the state of Colorado, and under contract with the PRO.

"Designated Facility Use Agreement" or "DFA" shall mean an agreement between a Service Provider and another Service Provider which is a Designated Facility.

"Directive Order" shall mean a written order issued by CAA Colorado in accordance with Section 10.1(d) of the MSA that unilaterally directs Service Provider to implement any additions, deletions, amendments, or any other changes to the Services set out in the Service Schedule, including any changes to the manner or schedule of performance, as required to comply with the Act.

"Dispute Resolution Procedure" shall mean the procedure for dispute resolution as set forth in Article 19 of the Master Service Agreement.

"Drop-Off Container Contamination Management Protocol" or the "Protocol" shall mean the procedures developed by Service Provider for monitoring the contents of dropped-off Covered Materials, methods to identify contamination that exceeds 25% by volume of any Drop-Off Container, and a process to refuse collection from Covered Entities who fail to comply with contamination requirements.

"Drop-Off Facility" shall mean the CAA approved, designated facility that Service Provider provides Covered Entities access during Receiving Hours to accept and store Accepted Designated Covered Materials that are dropped off by Covered Entities.

"Dual-stream" or "dual-stream" shall mean the collection process that captures Covered Materials in two mixed-stream categories, (i) printed paper and paper packaging not containing liquids and (ii) container materials containing liquids, as identified on the MRL list, each collected in separate compartments on the same truck.

"Effective Date" shall mean the date when the Master Service Agreement is fully executed.

"Eligible Expenses" shall mean expenses that are eligible for reimbursement pursuant to C.R.S. § 25-17-706(2) and all other rules and regulations promulgated thereunder, as amended from time to time, and subject to the requirements of this Agreement.

"End Market" shall mean a materials market that processes recyclable materials into new products or reuses recyclable materials in new products sold or otherwise furnished to end users.

"Environmental Laws" shall mean all applicable local, state, and federal environmental rules, regulations, statutes, statutory and common law, permits, and orders regarding the storage, use, disposal, emission, remediation, or discharge of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment.

"EPA" shall mean the United States Environmental Protection Agency.

"Excessive Moisture" shall mean puddling, streaming, or soaking of water or slush in delivered Covered Materials as documented by a photo.

"Experience Modification Rate" or "EMR" shall mean a percentage adjustment to a company's workers' compensation insurance premiums, comparing their loss history to the average for their industry and size.

"Final Negotiations" shall mean the RFR Part 2 process where CAA Colorado engages with Qualified Proposers in negotiation of the terms of a Service Agreement.

"Go-Forward System" shall mean the system in which Service Provider tracks the Collection Container via a unique identifier, such as a barcode linked to a Covered Entities account and geographic location.

"Guarantor" shall mean a Person who enters a separate guarantee agreement (a "Guaranty") promising that if Service Provider fails to perform its duties or defaults under this Agreement, the Guarantor will fulfill those duties, reimburse CAA Colorado for all reasonable costs incurred to secure performance from a third party, or indemnify CAA Colorado for any losses and damages resulting from Service Provider's failure to perform.

"Guaranty" shall mean the written, binding agreement executed by a Guarantor in favor of CAA Colorado, pursuant to which the Guarantor unconditionally, irrevocably, and absolutely guarantees the full and timely performance of all obligations, covenants, and liabilities of Service Provider under this Agreement.

"Hauling Report" shall mean the monthly report Service Provider is required to submit to

CAA Colorado on a monthly basis in accordance with the applicable Service Schedule.

"Hazardous Materials" shall mean any substance, material, waste, chemical, pollutant, or contaminant, whether known or unknown, that is defined, listed, regulated, or otherwise identified as hazardous, toxic, dangerous, or harmful under any existing or future federal, state, or local law, statute, ordinance, code, rule, regulation, guideline, decree, or order relating to human health, safety, or the environment, including without limitation (i) any substance that is defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976,42 U.S.C. § 6901 et seq, as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as may be amended; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of hazardous substances imposing requirements similar to those under Subtitle C of RCRA; and (ii) any substance similarly defined and regulated under Colorado Law.

"Homeowner Associations" or "HOA" shall mean private, typically non-profit organizations funded through mandatory assessments from property owners within a neighborhood or development, which govern and manage common areas, amenities, and community rules. An HOA may contract for MSW and recycling collection services, which may be provided through either residential single-cart collection or centralized commercial collection, depending on storage capacity and neighborhood density.

"Household" shall mean one serviceable residential dwelling unit.

"Indexed Blended Value" ("Index BV") shall mean the per-Ton Blended Value derived from Material Composition, and published market indices, as listed below by material type, of the most recent month:

- Papers ("Fiber"): Official Board Markets ("OBM") "Yellow Sheet" or Pulp & Paper Weekly ("PPW"), industry standard price report for recovered paper/cardboard, "High Side" of the price range reported for the South West ("SW") region;
- Plastics: RecyclingMarkets.net, SMP Index covering post-consumer plastics (PET, HDPE, etc.), regional prices for Houston (South Central) – Second Edition;
- Metals: RecyclingMarkets.net, SMP Index covering post-consumer scrap grades and aluminum, regional prices for Houston (South Central) – Second Edition;
- Glass: based on the Designated Facility's Average Actual Price for the applicable Invoice Period.

"Individually Serviced Address" shall mean a Service Address on a Residential Route at which one or more Households receive Collection Services through individually assigned Collection Containers.

"Initial Application" shall mean the preliminary report that is prepared by Service Provider prior to Service Provider commencing Collection Services. The Initial Application, subject to audit and confirmation, will include the identified and agreed upon baseline count of Covered Entities to be serviced by Service Provider, per Service Area.

"Initial Term" shall mean the initial effective period of the Service Schedule for Post-Collection Processing Services, as specified in Article 2 therein.

"Intermediate Processing Material Recovery Facility" or "IPMRF" shall mean a facility that receives and conducts preliminary sorting, separation, processing, or consolidation of Designated Covered Materials but does not complete all processing necessary to prepare such materials for sale to REMs. An IPMRF may transfer partially processed materials to a MRF for additional processing or market preparation and also sell materials directly to an End Market.

"Invoice Period" shall mean the recurring interval of time during which Service Provider performs the Services, for which Service Provider submits an invoice to CAA Colorado.

"Large Multi-Family Cart-Serviced Address" shall mean a Service Address that is a Large Multi-Family Dwelling on a Residential Route at which Households receive Collection Services through shared carts or cart-like Collection Containers.

"Large Multi-Family Dwellings" shall mean Multi-Family Dwellings with eight or more residential units where residents are expected to deliver Designated Covered Materials to a central storage area accessible by all residents, from which collection occurs.

"Law" or "Laws" shall mean all laws, statutes, ordinances, codes, resolutions, rules, regulations, orders, judgments, decrees, and other requirements of any federal, state, or local governmental authority, and all orders, directives, and requirements of any court, administrative agency, or other governmental body.

"Loss" shall mean all injuries, death, losses, damages, claims, suits, liabilities, judgments, cost, and expenses, including legal fees and costs.

"Material Composition" shall mean estimated percentages, rather than actual composition, of Designated Covered Materials and Residue, by Tonnage, delivered to and processed at a Service Provider's Facility over a given period, as determined in accordance with Section 14.6 of the Service Schedule for Post-Collection Processing Services.

"Material Recovery Facility" or "MRF" shall mean a facility for processing Covered Materials that are collected for recycling before they are conveyed to End Markets.

"Materials Composition Study" or "MCS" shall mean a statistically valid study conducted by CAA Colorado to measure composition percentages of Designated Covered Materials and Residue processed at a Service Provider's Facility.

"Minimum Recyclables List" or "MRL" shall mean the uniform, statewide list of materials, which must be collected statewide in a manner that is as convenient as the collection of MSW, including availability of recycling services, collection, infrastructure, and Responsible End Markets for each listed material, which list may be updated by the PRO from time to time in compliance with the Producer Responsibility Act.

"Missed Recyclables" shall mean Designated Covered Materials that are accepted at a Designated Facility but not converted into separated loads of Covered Commodities for sale to REMs due to processing limitations or system inefficiencies.

"Monthly Tonnage Report" shall mean the report that Service Provider is required to submit to CAA Colorado on a monthly basis in accordance with Section 1 of Exhibit B of the Service Schedule for Post-Collection Processing Services.

"Multi-Family Dwelling" shall mean a standalone residential structure containing two or more residential units, each intended for occupancy by a separate Household.

"Municipal Solid Waste" or "MSW" shall mean in Colorado any garbage, refuse, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial operations, commercial operations or community activities. MSW does not include any solid or dissolved materials in domestic sewage, or agricultural wastes, or solid or dissolved materials in irrigation return flows, or industrial discharges which are point sources subject to permits under the laws of Colorado. MSW does not include scrap metal that is being recycled.

"Net Payment" shall mean the total amount of Processing Fee, net of revenue from sales of Covered Commodities, plus any applicable incentives, payable by CAA Colorado to Service Provider and calculated in accordance with Section 1.5 of Exhibit A to the Service Schedule for Post-Collection Processing Services.

"Non-Residential Covered Entity" shall mean any covered non-residential locations identified in the Plan, including public places; small businesses; schools, hospitality locations and state and local government buildings.

"Notice" shall mean written communication delivered to CAA Colorado or Service Provider by the other Party as stipulated in Section 20.8 of the MSA.

"Notice of Award" shall mean a notice issued by CAA Colorado to a Proposer that has been selected to enter into Final Negotiations.

"Notice of Qualification" shall mean a notice issued by CAA Colorado to a Proposer that has been qualified in accordance with the RFR.

"Notice of Violation" shall mean a Notice issued by a governmental or regulatory authority stating that Service Provider is in violation of Applicable Law and specifying the nature of such violation.

"Open Market Applicant" shall mean an Open Market Collector that submits an Application in response to the Request for Reimbursement Applications for Open Market Collection Services.

"Open Market Collector" shall mean an open market recycling collector that serves residential Covered Entities.

"Operating Day" shall mean a calendar day during which a Service Provider's Facility is open and available to receive, process, or transfer Designated Covered Materials, recognizing an Operating Day may fall on a non-Business Day, as may occur after a federal or State holiday.

"Operating Term" shall mean the period from the Service Schedule Effective Date until the expiration or earlier termination of the applicable Service Schedule.

"Operations Plan" shall mean the required plan that documents Service Provider's internal processes for operating a Service Provider's Facility, Drop-Off Facility, or Service Provider's Collection operations, which must include the required elements set forth in Exhibit D of the Service Schedule for Post-Collection Processing Services, Exhibit D of the Service Schedule for Drop-off, or Exhibit D of the Service Schedule for Collection.

"OSHA" shall mean the Occupational Safety and Health Administration.

"Overflow" shall mean Designated Covered Materials that exceed the capacity of the Collection Container(s) assigned to a Service Address for a given Collection interval.

"Participating" means any public or private entities participating in the Program by entering into an agreement with CAA Colorado for reimbursement pursuant to the Act and the CAA Colorado Program Plan.

"Participating Collector(s)" shall mean the portion of collection service providers who may bring Designated Covered Materials to a Designated Facility and are Participating in the Program through a reimbursement agreement with CAA Colorado.

"Party" shall mean either CAA Colorado or Service Provider; "Parties" shall mean both.

"Person" shall mean any of a natural person, a corporation, a limited liability company, a trust, a partnership, a limited liability partnership, a joint stock company, a consortium, a joint venture, an unincorporated association, or any other entity recognized as having legal personality under the Laws of Colorado, in each case as the context may require.

"Pilot Project" shall mean supplemental or modified Services, including expansion of Services to cover additional Covered Materials, operational improvements, technology enhancements, or other initiatives, that is consistent with the approved Plan and intended to support or improve the Program.

"Pilot Project Proposal" shall mean the proposal of a Pilot Project.

"PPE" shall mean personal protective equipment.

"Preferred Proposer" shall mean a Qualified Proposer that has responded to RFR Part 2 and received a Notice of Award from CAA Colorado to enter into Final Negotiations.

"Pricing Sheet," "Prices," or "Pricing" shall mean the Contract Document that contains the rates with which CAA Colorado shall compensate Service Provider for Collection Services.

"Processing Facility" shall mean either a MRF, IPMRF, or Transfer Station.

"Processing Fee" or "PF" shall mean the per Ton reimbursement amount for processing Designated Covered Materials as set forth in Section 1 of Exhibit A of the Service Schedule for Post-Collection Processing Services.

"Producer Responsibility Organization" or "PRO" shall mean the nonprofit organization designated to implement the Program pursuant to C.R.S. § 25-17-705(1)(b)(II).

"Producer Responsibility Program for Statewide Recycling" or "Program" means the producer responsibility program for statewide recycling implemented and managed by CAA Colorado in accordance with C.R.S. § 25-17-705.

"Proposal" shall mean the proposal submitted by Service Provider in response to RFR Part 2.

"Proposal Excerpt" shall mean those portions of the Proposal submitted by Service Provider in response to the relevant Request for Reimbursement Proposal and as modified based on the Final Negotiation, which is incorporated as part of the applicable Service Schedule.

"Proposer" shall mean any Person that submits a proposal in response to the RFR.

"Proprietary Information" shall mean any materials or information that is exempt from disclosure under Applicable Laws and if made public: (a) would divulge competitive business information or trade secrets of the entity that developed the information; or (b) would reasonably hinder the entity's competitive advantage in the market; where the term "trade secret" as used in this definition has the same meaning here as it does in C.R.S. § 7-74-102(4).

"Qualified Proposer" shall mean a Proposer that has received a Notice of Qualification issued by CAA Colorado in accordance with the RFR.

"Receiving Hours" shall mean the days of the week and the hours of operation during which a Service Provider's Facility is open and available to receive deliveries of Designated Covered Materials from Participating Collectors.

"Reconciliation Period" shall mean a period for which CAA Colorado performs a reconciliation of the Reimbursement Rate paid to the Service Provider against the Service Provider's actual Eligible Expenses incurred.

"Reimbursement Rate" shall mean the rate developed pursuant to C.R.S. § 25-17-705(4)(j) for reimbursing the net recycling services costs of the recycling services provided by service providers under the program consistent with the requirements of C.R.S. § 25-17-706.

"Rejected Load" shall mean a load of Designated Covered Materials delivered by a Participating Collector to a Designated Facility that is rejected based on the presence of Contamination in accordance with the criteria and processes established in Section 14.7 of the Service Schedule for Post-Collection Processing Services.

"Renewal Term" shall mean any successive period following the Initial Term, if this Agreement is renewed pursuant to Article 2 of the applicable Service Schedule.

"Request for Reimbursement" or "RFR" shall mean the request for reimbursement process issued by CAA Colorado, through which CAA Colorado qualifies Proposers and enters into Service Agreements.

"Residential Route" shall mean a collection route dedicated solely for the collection of Covered Materials from residential Covered Entities.

"Residential Subscription" shall mean recycling services provided to residential entities

which sign up and pay for curbside recycling collection with a provider of their choice, instead of receiving service automatically through a municipal contract.

"Residue" or "Residual" shall mean:

a) That portion of delivered Designated Covered Materials accepted by Service Provider but not converted into separated loads for sale to End Markets due to transportation compaction, processing limitations, or system inefficiencies that prevent Designated Covered Materials from being sorted, including unprocessable Designated Covered Materials (e.g., due to size, condition, or moisture adherence) and Missed Recyclables; and

b) That portion of delivered Covered Materials consisting of (i) Additional Materials List items that are not Designated Covered Materials under this Agreement, and (ii) Contaminants, including non-recyclables, moisture, organics, unprocessable Covered Materials, and other MSW.

"Responsible End Market" or "REM" shall mean a materials market in which the recycling of materials or the disposal of contaminants is conducted in a way that: (a) benefits the environment, including compliance with all applicable state and federal environmental laws and regulations; and (b) minimizes risks to public health and worker health and safety as designated by CAA and defined in the Plan; and (c) without duplication, satisfies the requirements of Applicable Law, including, without limitation, 6 CCR 1007-2 § 8.4.

"Responsible End Market Agreement" shall mean an agreement between Service Provider and a REM for delivering and accepting Designated Covered Materials from a Service Provider's Facility. For clarity, CAA Colorado is not party to a Responsible End Market Agreement.

"RFR Question" shall mean any questions, comments, and requests for information regarding the RFR that a Proposer may submit in writing to CAA Colorado.

"Route Day" shall mean the scheduled day on which a particular collection route is serviced by a Delivering Entity for the collection of waste, recyclables, or other designated materials from Covered Entities or collection points. A typical Route Day may vary after a federal or State holiday.

"Route Information Report" shall mean the report submitted by Service Provider to CAA Colorado that describes the routes used to collect the Designated Covered Materials.

"Rules" shall mean 6 Code of Colorado Regulations (CCR) 1007-2, Part 1, Section 18, the rules that the Solid and Hazardous Waste Commission adopted pursuant to the Act.

"Service Address" shall means the physical location at which recycling materials are generated and from which such materials are scheduled to be collected by Service Provider. The Service Address includes the specific premises, property, or unit where collection containers are placed for scheduled pickup, and may include Single-Family Residences, multi-family dwellings, or commercial establishments, as applicable.

"Service Agreement" shall mean a formal agreement between CAA Colorado and a Service Provider for performance of the Services in exchange for reimbursement of Eligible Expenses.

“Service Area” shall mean the physical area boundaries within which the Service Provider is responsible for providing Collection Services and are defined in Exhibit B of the Service Schedule for Local Government Collection Services.

“Service Provider” shall mean the Party set forth in the Preamble of this Agreement.

“Service Provider’s Facility” shall mean a MRF, IPMRF, or Transfer Station (“TS”) provided by Service Provider for the performance of the Services under this Agreement.

“Service Provider Representative" shall mean Service Provider’s designated contact personnel authorized to act on behalf of Service Provider regarding all matters involving Services performed pursuant to this Agreement.

“Service Schedule” shall mean the attachment to this Agreement that sets forth the detailed description of the Services or a portion thereof, including any applicable requirements, deliverables, Standards and Specifications, and other terms specific to those Services, as the same may be amended in accordance with this Agreement.

“Service Schedule Effective Date” shall mean the effective date of the applicable Service Schedule as specified therein.

“Services” shall mean all of the services to be performed by Service Provider as set out in the Contract Documents including all supervision, administration, and coordination services, and the provision of all labor, materials, equipment, supplies, tools, machinery, utilities, fabrication, transportation, insurance, bonds, obtaining permits, inspections, surveys, studies, and other work and services that are necessary or appropriate for the full performance and completion of the requirements of the Agreement.

“Shared Container Address” shall mean a Service Address on a Residential Route at which multiple households receive Collection Services through a shared Collection Container, which typically is a stationary, front-load or rear-load collection container, ranging from one to eight cubic yards in capacity, serviced by mechanized collection vehicles that empty such container without removing it from the service location.

“Single-Family Residence(s)" shall mean a standalone residential structure intended to be occupied by a single Household.

“Single-Stream” or "single-stream” shall mean the collection process that allows for recyclables to be collected and commingled with no sorting required by residents, municipalities, or haulers.

“Small Multi-Family Dwellings” shall mean multi-family dwellings with seven or fewer residential units where residential units are provided individual services for collection and are not expected to deliver Designated Covered Materials to a central storage area for collection.

“Standards and Specifications” shall mean the performance criteria, quality requirements, timeliness expectations, and other standards applicable to the provision of the Services, as set forth in the Act and the applicable Service Schedule, and as may be amended in accordance with this Agreement.

"Statement of Qualifications" or "SOQ" shall mean a response to the RFR that provides the information required for CAA Colorado to evaluate the qualifications of a Proposer.

"Subcontract" shall mean either an agreement between Service Provider and a Subcontractor or between two Subcontractors with respect to the Services.

"Subcontractor" shall mean any third party engaged by or on behalf of Service Provider to perform any portion of the Services, including any subcontractor of any tier performing such Services, whether or not in privity with Service Provider.

"Term" shall mean the Initial Term and any Renewal Term if the Agreement is renewed pursuant to Section 3.1 of the MSA.

"Ton" or "Tonnage" or "Short Ton" shall mean the traditional unit of weight in the United States for transacting raw materials, solid waste deliveries, processing, shipments, and disposal, and, for unit pricing processes in recycling transactions, end markets. and corresponding market indices. A Ton equals 2,000 pounds (lbs.) or 907.18 kg.

"Transfer Station" shall mean a facility where Designated Covered Materials are delivered by collection vehicles for temporary storage and consolidation prior to being transported to a MRF, IPMRF, or End Market.

"Transportation Price" shall mean the price payable by CAA Colorado to Service Provider for the transportation of Designated Covered Materials from IPMRFs and Transfer Stations to other Participating facilities, as calculated in accordance with the methodology set forth in Section 2 of Exhibit A of the Service Schedule for Post-Collection Processing Services, inclusive of all costs associated with loading, hauling, unloading, and related handling activities necessary to complete such transportation services.

"Transportation Report" shall mean a report prepared by Service Provider, in accordance with the requirements of the Drop-off Service Schedule, that includes such data and information regarding the outbound transportation of the Designated Covered Materials including, but not limited to, one or more of the following: identification of Service Provider; information necessary to identify Eligible Expenses; documentation supporting the verification of reimbursement claims including but not limited to the originating facility, destination facility, and material type.

"Trash Rooms" shall mean a designated space within a building or complex where trash and recyclable materials are collected and stored.

"Valet Collection Service" shall mean a type of concierge waste collection where instead of residents carrying their trash and recycling to curbside or a centralized dumpster or compactor, Service Provider collects it directly from outside each resident's door, front yard, backyard, or garage.

"Vehicle Turnaround Time" shall mean the time required for a Delivering Entity's truck to join a queue to enter a Service Provider's Facility for weighing, delivering, and unloading Designated Covered Materials until the vehicle leaves the scales at Service Provider's Facility.

"Welcome Guide" shall mean a written guide drafted by Service Provider that describes the recycling services provided at no cost under the Act, and include a brief description of the Act

and its benefits.

"Zone" shall mean a geographically defined subdivision of the Service Area identified in Exhibit B of the Open Market Collection Service Schedule.

"Zone Pricing" shall mean a geographically differentiated reimbursement method where the Reimbursement Rate is set by Zone, reflects the prevailing market conditions and costs within a Zone, and is intended to fully reimburse the Service Provider's net costs of providing the Services in that Zone.

SERVICE SCHEDULE –
LOCAL GOVERNMENT COLLECTION

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Service Schedule – Local Government Collection Services

This Service Schedule for reimbursement of local government collection services (the "Service Schedule") is incorporated into, and subject to, the Master Service Agreement (the "MSA" and together with this Service Schedule, and other Contract Documents, the "Agreement") by and between Circular Action Alliance Colorado LLC ("CAA Colorado"), a Delaware limited liability company, and the Town of Oak Creek, [a Colorado *to be completed by Service Provider*] ("Service Provider"), (each a "Party" and collectively "Parties"), and is effective as of [*to be completed by CAA Colorado and Service Provider*] (the "Service Schedule Effective Date"). Capitalized terms are defined in the Master List of Defined Terms to the Agreement.

ARTICLE 1. SCOPE OF SERVICES

Section 1.1 Base Services

(a) Beginning on the Service Schedule Effective Date, Service Provider shall perform the Services described herein within the Service Area in accordance with the Standards and Specifications set forth in Article 9 of the Service Schedule as a condition of reimbursement pursuant to the Agreement.

(b) CAA Colorado acknowledges that Service Provider may contract with a Collection Contractor to perform the Services on behalf of Service Provider. If Service Provider's existing collection agreement(s) ("Collection Contractor Agreements") do not meet the Standards and Specifications set forth in Article 9 of the Service Schedule, Service Provider shall use best efforts to amend such agreements to ensure Services comply with the Standards and Specifications. The Parties agree the Reimbursement Rates, attached hereto as Exhibit A, reimburse Service Provider for Services that meet, and to the extent Services meet, the requirements for reimbursement under the Agreement.

(c) Upon execution of an amended or new Collection Contractor Agreement, Service Provider must notify CAA Colorado and request a Change, which may include a Change to Reimbursement Rates or other terms of the Agreement to reflect any such new or amended agreement, by delivering a Change Proposal to CAA Colorado pursuant to Section 10.2 ("Service Provider Requested Changes") of the MSA.

(d) Service Provider shall perform the Services in a professional and timely manner, and shall ensure that all Services are conducted safely, effectively, and in compliance with Applicable Laws. All terms, conditions, and requirements of the Standards and Specifications set forth in the Service Schedule shall be construed to allow Service Provider to satisfy such requirements by contracting with a Collection Contractor to perform the Services in compliance with such Standards and Specifications pursuant to a Service Agreement or to satisfy such requirement directly, whether or not expressly stated herein. Nothing contained in the Agreement shall be deemed to create any contractual or other relationship between CAA Colorado and any Collection Contractor and, without limitation, CAA Colorado shall have no responsibility or obligation to make any payment or fulfill any other obligation of Service Provider or otherwise under any Collection Contractor Agreement.

Section 1.2 Non-Exclusivity & Material Volumes

(a) The Agreement does not grant exclusive rights to Service Provider or Collection Contractor to provide recycling services in the Service Area. As such, CAA Colorado does not guarantee a minimum number of Customers to whom Service Provider will provide recycling services. Service Provider acknowledges and accepts that Customer participation may fluctuate over time. CAA Colorado reserves the right to reimburse other governmental or private entities for the Collection, transportation, or processing of Designated Covered Materials within the Service Area.

(b) Service Provider shall offer or shall require Collection Contractor to offer Services to Customers who reside in Single-Family Residences or Small Multi-Family Dwellings in the Service Area. Service Provider shall not exclude or selectively determine which Customers receive Services within the Service Area and shall ensure Collection Contractor does not do so, except as expressly approved in writing by CAA Colorado. CAA Colorado may, in its sole discretion, approve Service Provider to provide Collection, or contract for the Collection, of Designated Covered Materials from a limited number of Non-Residential Customers and Large Multi-Family Dwellings, as further provided herein.

(c) CAA Colorado does not guarantee the volume, composition, or quantity of Designated Covered Materials that Service Provider and/or Collection Contractor will collect under the Service Schedule. Service Provider acknowledges and accepts that material volumes may fluctuate over time and assumes all risk associated with such variations. CAA Colorado will reimburse Service Provider for Services in accordance with the terms set forth in the Agreement, regardless of changes in material volumes or Customer participation.

ARTICLE 2. TERM OF SERVICE SCHEDULE

The Service Schedule is effective upon the Service Schedule Effective Date stated in the Service Schedule's preamble. The Service Schedule will remain in force until December 31, 2031, and shall automatically renew for successive one (1) year periods unless the Service Schedule is terminated earlier pursuant to Section 3.2 ("Termination") of the MSA, or if Service Provider or CAA Colorado elects not to renew. When electing not to renew, a Party will provide Notice to the other Party of the intent not to renew the Service Schedule at least one hundred eighty (180) days prior to the expiration of the then-current term of the Service Schedule.

ARTICLE 3. SERVICE AREA

Service Provider will only be reimbursed for Services within the boundaries of the Service Area as defined in Exhibit B. No Services will be reimbursed under the Agreement that are provided outside the legal boundaries of the state of Colorado or the Service Area.

ARTICLE 4. RESIDENTIAL RECYCLING SERVICES

Section 4.1 Single-Family, Small Multi-Family Dwellings, Large Multi-Family Dwellings, and Non-Residential Covered Entities

Service Provider shall provide or shall require Collection Contractor to provide Curbside or Alley Service to collect Designated Covered Materials from Customers who reside in Single-Family Residences or Small Multi-Family Dwellings. CAA Colorado may, in its sole discretion, approve Service Provider to collect Designated Covered Materials from a limited number of Large Multi-Family Dwellings and Non-Residential Covered Entities. Service Provider shall or shall require Collection Contractor to pick up Designated Covered Materials in Collection Containers that are accessible by the collection vehicle, as further provided herein from approved Large Multi-Family Dwellings and approved Non-Residential Covered Entity(ies). Customers shall be required to maintain solid waste collection service as a condition of receiving Service. Service Provider is responsible for ensuring that Customers are receiving solid waste collection services, which may be provided by Service Provider, Collection Contractor(s), or another provider.

Section 4.2 Services to be Provided

(a) Any collaboration by CAA Colorado staff on initiatives shall be at the sole discretion of CAA Colorado and shall not relieve Service Provider of its obligations under the Service Schedule. To be eligible for reimbursement hereunder, Services must be provided in accordance with the Service Standards and Specifications defined in Article 9 of the Service Schedule and at a minimum shall include:

(i) Scheduled Collection of Designated Covered Materials from Single-Family Residence(s) and Small Multi-Family Dwellings and approved Large Multi-Family Dwelling and approved Non-Residential Covered Entity(ies) using equipment and methods suitable for safe and efficient Service.

(ii) Transportation of Designated Covered Materials to a Designated Facility.

(iii) Delivery of Designated Covered Materials in a manner that allows proper processing, handling, and tracking in compliance with the Service Schedule.

(iv) Submission of accurate and timely reports through CAA Colorado's designated reporting system.

(v) Compliance with the requirements of the Agreement and Applicable Laws.

Section 4.3 Exclusions

(a) The following services are not included within the scope of Services provided in the Agreement, unless expressly authorized in writing by CAA Colorado:

(i) Collection, transportation, or disposal of non-Designated Covered Materials, solid waste, compostables, or other non-designated waste streams.

(ii) Collection or handling of Hazardous Materials, medical waste, or otherwise prohibited materials.

(iii) Services outside the Service Area, as defined in Article 3 of the Service Schedule.

(iv) Any activities not expressly identified in the Service Schedule without the express written authorization of CAA Colorado.

Section 4.4 Monitoring

(a) CAA Colorado reserves the right to monitor Service Provider's performance through audits, site visits, reporting reviews, and Customer feedback. Failure to meet the Standards and Specifications may result in assessment of liquidated damages, withholding payment, or termination of the Agreement, in accordance with the terms of Section 3.2 ("Termination") of the MSA.

(b) Service Provider shall fully cooperate with all monitoring and evaluation activities conducted by CAA or its authorized representatives. CAA Colorado shall have the right to audit Service Provider's books, records, systems, contents of loads, and other Service operations related to the performance of the Service Schedule upon reasonable notice and in accordance with Article 13 ("Audit") of the MSA.

(c) Notwithstanding Article 13 ("Audit") of the MSA, CAA Colorado shall have the right to conduct inspections, site visits, route reviews, data validations, and other monitoring activities with respect to Services performed under the Agreement, as reasonably necessary to verify compliance with the Agreement, validate reported data, and confirm eligibility for reimbursement.

(d) CAA Colorado shall designate a CAA Colorado Representative to be the point of contact with Service Provider. The CAA Colorado Representative shall, within the scope of delegated authority, make all necessary and proper decisions regarding the Services provided under the Service Schedule. CAA Colorado may change the CAA Colorado Representative at any time by providing Notice to Service Provider. All requests, communications, and Notices concerning the Service Schedule shall be directed to the CAA Colorado Representative. CAA Colorado may also designate additional representatives for specific functions, including but not limited to data reporting, invoicing, and payment, and shall provide Notice of such designations to Service Provider.

(e) Service Provider shall designate up to three (3) Service Provider Representative(s) in writing to the CAA Colorado Representative. Service Provider Representative(s) are authorized to act on behalf of Service Provider regarding all matters involving Services performed pursuant to the Agreement. Service Provider shall keep the CAA Colorado Representative continuously advised of any changes to the designated Service Provider Representative(s).

(f) CAA Colorado's issuance of any reimbursement payment pursuant to Article 5 of the Service Schedule shall not constitute acceptance of the accuracy or completeness of the underlying data, nor shall it constitute a waiver of CAA Colorado's right to audit, review, or adjust

such payment. If any audit, or review or reconciliation in accordance with Exhibit A, reveals Service Provider received reimbursement in excess of the amount properly due under the Agreement, CAA Colorado may, at its sole discretion, take one or more of the following actions:

(i) Require Service Provider to repay the overpaid amount within sixty (60) days of Notice;

(ii) Offset the overpaid amount against future reimbursement payments; or

(iii) In the event of fraud or willful misconduct, pursue any remedy available under the Agreement or Applicable Law.

(g) Adjustment or recovery may apply to prior payment periods and shall not be limited to prospective reimbursement periods. Any reimbursement of costs pursuant to Article 5 herein that is determined to be ineligible or improperly included by Service Provider, shall constitute an overpayment subject to recovery by CAA Colorado.

ARTICLE 5. COMPENSATION AND REIMBURSEMENT

(a) CAA Colorado shall reimburse Service Provider for Services that meet the Standards and Specifications, in accordance with the Reimbursement Rates set forth in Exhibit A and the reimbursement process described in Article 7 ("Reimbursement of Services") of the MSA. Service Provider shall comply with CAA Colorado's then-current data reporting and invoicing policies, including any required invoice form(s). Service Provider represents and warrants that the Reimbursement Rates fully reimburse Service Provider for its costs of providing Services, including all of Collection Contractor's and/or Service Provider's capital expenditures for necessary equipment and facilities, as well as administration of Services. Service Provider further represents and warrants that all costs submitted in the Application are limited to Eligible Expenses under the Plan, do not include unrelated capital expenditures or general municipal assets, and accurately reflect only costs necessary to perform Services. CAA Colorado may rely on data, reports, certifications, and other information submitted by Service Provider for purposes of calculating and issuing reimbursement payments. All reimbursement payments are provisional and subject to verification through review or reconciliation in accordance with Exhibit A. In no event will any payment timing, payment dispute, or other dispute between CAA Colorado and Service Provider, or any term or provision of the Agreement alter in any way Service Provider's payment or other obligations under its contract(s) with Collection Contractor(s), nor is any Collection Contractor a third-party beneficiary of the Agreement. Service Provider shall not charge and shall not allow the Collection Contractor to charge Customers for Services. CAA Colorado shall be responsible for reimbursing Service Provider for such Services pursuant to the Agreement. Any direct or indirect billing of Customers by Service Provider or Collection Contractor for Services shall constitute a material breach of the Service Schedule. The Parties acknowledge that the Agreement governs only the recycling Collection Services reimbursable by CAA Colorado. Service Provider may continue to charge Customers for any services that fall outside the scope of the Agreement, including non-recycling or unrelated solid waste services. Nothing in the Agreement shall be construed to prohibit, restrict, or limit Service Provider from assessing fees for any services not covered under the Agreement.

(b) CAA Colorado will make reimbursement payments in accordance with the payment schedule set forth in Exhibit A. If invoicing is required under then-current invoicing policies, reimbursement payments will be issued within forty-five (45) Days following CAA Colorado's receipt and acceptance of a complete and accurate invoice and all required supporting reports.

(c) Customer invoices shall display Services as a separate line item with a total charge of $0.00. Customer invoices shall include an explanation for the $0.00 charge, using the following language provided by CAA Colorado: "*Collection of recyclables is provided at no charge to customers under Colorado's Producer Responsibility Program for Statewide Recycling Act, House Bill 22-1355, using funding provided by producers of paper products and product packaging materials who do business in Colorado.*" Any revisions to this language shall require prior written approval by CAA Colorado. Service Provider shall reflect a charge of $0.00 for recycling services beginning with the first full Customer billing cycle that commences on or after the Service Schedule Effective Date, and no reimbursement, credit, or billing adjustment shall be required for any charges assessed prior to such date.

(d) Service Provider shall provide Services only to Large Multi-Family Dwellings approved by CAA Colorado. CAA Colorado shall maintain a list of the approved Large Multi-Family Dwellings, which shall initially consist of those Large Multi-Family Dwellings mutually agreed upon by CAA Colorado.

(e) In accordance with the Act and the Plan, the Collection of Designated Covered Materials from Non-Residential Covered Entity(ies) is required to commence in 2028. Notwithstanding this limitation, CAA Colorado may, at its sole discretion, authorize Service Provider to collect Designated Covered Materials from Non-Residential Covered Entity(ies) specifically approved in advance. CAA Colorado shall maintain a list of approved Non-Residential Covered Entity(ies), which shall initially consist of those entities mutually agreed upon by CAA Colorado and Service Provider in the baseline count. CAA Colorado reserves the right, at any time and in its sole discretion, to revoke approval of any Non-Residential Covered Entity(ies), with such revocation becoming effective upon Notice to Service Provider, or to approve additional Non-Residential Covered Entity(ies). CAA Colorado also reserves the right, in its sole discretion, to develop and apply a methodology for calculating the quantity of Designated Covered Materials collected from Residential Covered Entity(ies) on routes where such materials are commingled with materials collected from Non-Residential Covered Entity(ies) and non-Covered Entity(ies).

(f) CAA Colorado may conduct an annual comprehensive review of Reimbursement Rates. Each review shall compare the actual allowable costs incurred and Services provided by Service Provider to the Reimbursement Rates paid during the applicable period and cost studies conducted across Colorado. CAA Colorado may request a change to the Reimbursement Rates or other terms of the Agreement by delivering a Change Proposal pursuant to Section 10.1 ("CAA Colorado Requested Changes") of the MSA.

ARTICLE 6. CHAIN OF CUSTODY RESPONSIBILITIES AND LIMITS TO SERVICE PROVIDER OWNERSHIP OF DESIGNATED COVERED MATERIALS

Service Provider shall take ownership, or require Collection Contractor to take ownership, of the Designated Covered Materials upon Collection, in accordance with the Collection

Contractor Agreement. Upon delivery of the Designated Covered Materials to a Designated Facility, ownership of the Designated Covered Materials shall transfer in accordance with the terms of the Designated Facility Use Agreement. Service Provider or the Collection Contractor shall not otherwise take, keep, alter, sell, or remove any Designated Covered Materials Collected by Service Provider or Collection Contractor, without prior written approval of CAA Colorado. Service Provider shall maintain or shall require Collection Contractor to maintain Chain of Custody records for all loads of Designated Covered Materials delivered to the Designated Facility by the Collection Contractor.

ARTICLE 7. LIQUIDATED DAMAGES

Section 7.1 General

The intent of the Agreement is to ensure that Service Provider provides and shall require Collection Contractor to provide reliable, compliant, consistent, and high-quality Services in exchange for reimbursement of Eligible Expenses. Service Provider acknowledges and agrees that CAA Colorado will suffer damages if Service Provider or Collection Contractor's performance fails to meet the applicable requirements under the Agreement. The Parties acknowledge and agree that it is impracticable or impossible to precisely determine the amount of actual damages that CAA Colorado would incur as a result of such failures or circumstances, and the Parties further agree that CAA Colorado may assess as liquidated damages, and not as a penalty, such amounts as specified in Exhibit C. Service Provider agrees that such amounts are reasonable estimates of amounts required to compensate CAA Colorado for corresponding damages it will incur as a result of each type of noncompliance specified therein. Liquidated damages may be deducted from reimbursement payments or, at CAA Colorado's election, separately invoiced and payable by Service Provider. Multiple liquidated damages may be assessed cumulatively for multiple instances of noncompliance. In no event may Service Provider assess any charges to any Customer(s) related to liquidated damages assessed by CAA Colorado hereunder.

Section 7.2 Assessing or Waiving Liquidated Damages

(a) If Service Provider's or Collection Contractor's performance fails to satisfy the applicable requirements under the Agreement, CAA Colorado will send Notice to Service Provider specifying the amount of liquidated damages assessed and whether CAA Colorado will apply any applicable adjustments to the reimbursement amount in the next reimbursement payment issued to Service Provider or separately invoice Service Provider for such amount.

(b) CAA Colorado may, at its sole discretion, waive any liquidated damages and related adjustments to reimbursement payments. Any such waiver shall apply only to the specific instance for which it is granted and shall not be deemed a continuing waiver of or precedent for any subsequent liquidated damages arising from the same or any other noncompliance. Notwithstanding the remedies set forth in this section, CAA Colorado retains the rights to declare Service Provider in default or breach of the Agreement and pursue any and all remedies available under the MSA, the Service Schedule, or otherwise at Law or in equity.

ARTICLE 8. PUBLIC INFORMATION AND ENGAGEMENT

(a) As required by the Act, CAA Colorado must develop and implement a statewide education and outreach program ("Education and Outreach"). The requirements laid out in this Article 8 are elements of Education and Outreach to be implemented by Service Provider but do not reflect all aspects of Education and Outreach. Service Provider shall provide or cause the Collection Contractor to provide, instructions and education as further provided below to all Customers receiving Services. The costs of providing such elements of Education and Outreach are included in Reimbursement Rates set forth in Exhibit A.

(i) Service Provider may prepare its own or utilize CAA Colorado provided templates for all educational materials. All educational materials shall, at a minimum, be provided in English and Spanish. If Service Provider prepares its own materials for Education and Outreach, Service Provider shall submit all materials to CAA Colorado for approval prior to any use or distribution. CAA Colorado reserves the right to require Service Provider to utilize CAA Colorado provided templates for any public facing Education and Outreach materials.

(ii) Service Provider shall, or shall require Collection Contractor, to prepare or use a CAA-provided template Welcome Guide for new Customers. The Welcome Guide shall be distributed either as a paper or electronic copy to all new Customers within one month of establishing Service. The Welcome Guide shall describe the recycling services provided at no cost under the Act, and include a brief description of the Act, its benefits, and incorporate a CAA Colorado-provided logo and website link. The Welcome Guide shall provide local-level recycling instructions including Designated Covered Materials, and contain information on Collection Container set-out, collection holidays, litter prevention, and customer service contact information.

(b) Service Provider shall, or shall require Collection Contractor to, affix permanent Service information to all new Collection Containers at the time of delivery, including Collection guidelines, the dedicated customer phone number and website specified in Section 9.13(a), and shall ensure all Collection Containers are clearly distinguished from trash carts and organics carts.

(c) Within ninety days (90) of the Service Schedule Effective Date and subsequently at least once per calendar year following the initial distribution, Service Provider shall or shall require Collection Contractor to distribute paper or electronic notices to all Customers. CAA Colorado shall provide Service Provider with the required content and wording for these notices, which will reiterate the availability of no-cost recycling services, explain the Act and its benefits, display a CAA Colorado–provided logo and website link, and include clear recycling instructions with links to the list of Designated Covered Materials, Service Provider's website, and the Welcome Guide.

(d) Service Provider shall develop and maintain a publicly accessible website that describes the no-cost recycling services available under the Act, provide a link to the Designated Covered Materials, the Welcome Guide, include a CAA Colorado provided logo and website link, and provide or link to customer Service information. Service Provider shall update all Collection

practices, customer instructions, and related operational procedures as necessary to address any amendments to the list of Designated Covered Materials CAA may issue from time-to-time.

(e) All educational materials, whether printed or electronic, shall include Service Provider's customer Service website and phone number. Any use of the CAA Colorado provided logo in print format shall appear no smaller than 1.5 inches, and any required text shall be no smaller than 12-point font. Digital use of the CAA Colorado provided logo shall maintain a minimum width of 144 pixels (equivalent to 1.5 inches at 96 DPI, standard screen resolution). Service Provider must not change, distort, or recolor the CAA logo. The logo should meet minimum size specifications, remain clearly visible, and avoid backgrounds or design elements that hinder its legibility. Existing Service Provider inventories of educational materials that do not conform to these standards may be used until depleted, or until June 30, 2027, whichever occurs first.

(f) Subject to approval and pursuant to Article 8(g) herein, Service Provider may use CAA Colorado provided images, graphics, and templates for Customer education purposes and shall comply with all applicable local, state, and federal requirements, including ADA accessibility for electronic materials.

(g) CAA Colorado reserves the right, in its sole discretion, to require Service Provider to seek CAA Colorado's approval of any public-facing education, outreach, or promotional materials, including recycling guides, Welcome Guides, and website content that reflects any comments or revisions requested by CAA Colorado. CAA Colorado and Service Provider(s) may list, reference, or advertise Service Provider as part of the Program during the Operating Term or any extension thereof.

(h) CAA Colorado may deliver a Change Proposal pursuant to Section 10.1 ("CAA Colorado Requested Changes") of the MSA to request that Service Provider conduct additional Education and Outreach activities to increase recycling participation and achieve performance goals established by the Plan. Activities may include one-on-one Customer outreach, or other evidence based interventions that align with CAA Colorado's Education and Outreach standards. The scope, timing, and deliverables of any additional activities, as well as all associated costs, shall be mutually agreed upon in writing by the Parties. Service Provider must obtain a Change Order before commencing any Service changes that may affect Reimbursement Rates.

ARTICLE 9. STANDARDS AND SPECIFICATIONS

Section 9.1 Basic Service Standards

(a) The Collection of Designated Covered Materials must be provided in a manner that is as convenient as the collection of Municipal Solid Waste in the Service Area in which the Customer is located. CAA Colorado may amend the Designated Covered Materials list from time to time in its sole discretion. Upon receipt of Notice of any such amendment, Service Provider shall ensure that Collection Contractor collects all materials included on the current Designated Covered Materials list. Service Provider shall not refuse Collection of any materials appearing on the updated list.

(b) Except as expressly authorized for approved Non-Residential Covered Entity(ies) and approved Large Multi-Family Dwellings in accordance with Article 5 (c) and (d), Service Providers shall collect Designated Covered Materials only from Single Family Residences and Small Multi-Family Dwellings.

(c) As of the Contract Effective Date, Service Provider shall maintain each Customer's existing recycling Collection frequency. Otherwise, except as expressly authorized by CAA Colorado, the Service frequency for Single Family Residence(s) and Small-Family Dwellings shall not be more frequent than every other week.

(d) Any change to Collection frequency shall require CAA Colorado's prior written approval. If Service Provider seeks to change the frequency of Collection Service, the Parties shall negotiate in good faith the timing and pricing impacts of such change, including the operational effects of the proposed change of frequency. CAA Colorado may require Pilot Projects to evaluate cost and effectiveness of any such changes.

(e) Service Provider shall or shall require Collection Contractor to ensure that Customers are made aware of Collection Container delivery and Service commencement dates.

(f) Service Provider shall maintain, or shall require Collection Contractor to maintain, accurate and up-to-date records of all Customers who have opted out of Services.

(g) Service Provider shall, or shall require Collection Contractor to, allow Customers to temporarily suspend Services. Customers shall not otherwise have the option to change Service frequency.

(h) Service Provider shall, or shall require Collection Contractor to, make reasonable efforts to provide uninterrupted Services to all Customers within the designated Service Area. Service shall not be refused, suspended, or discontinued except under the conditions set forth in this Section and in accordance with Applicable Laws, regulations, and the terms of the Agreement. Service Provider or Collection Contractor may only refuse to provide Services to a Customer under the following conditions:

(i) Nonpayment: The Customer fails to remit payment for solid waste and/or extra services rendered within the billing period and after any applicable notice period, in accordance with Service Provider's approved billing and Collection procedures.

(ii) Inaccessible or unsafe conditions: Collection vehicles or personnel cannot safely access the collection point due to factors including, but not limited to, narrow or obstructed roads, steep or unstable grades, construction activity, blocked Collection Containers, adverse weather conditions, or the presence of unsafe or hazardous circumstances. Nothing in the foregoing is intended to allow Service Provider to refuse to provide Services to collection points located in alleys unless such alleys are otherwise obstructed or inaccessible.

(iii) Geographical isolation: The Customer's address is located in an area determined by CAA Colorado to be inaccessible through existing routes or facilities.

(iv) Violation of Service standards or repeated non-compliance: The Customer repeatedly violates Service Provider's Service standards or Collection Container preparation requirements; sets out Designated Covered Materials that are improperly prepared; includes materials that are prohibited, non-conforming, or Contaminated beyond acceptable limits; exceeds Collection Container capacity or weight restrictions; or violates applicable local ordinances after receiving Notice and opportunity to correct the non-compliance.

(v) Health, safety, or environmental risk: Service Provider identifies conditions that present an immediate or significant hazard to personnel, the public, or the environment, including hazardous waste, sharp objects, or unsafe collection conditions.

(vi) Force Majeure Event(s): In accordance with Section 20.5 ("Force Majeure") of the MSA.

(i) In accordance with Section 10.2 ("Service Provider Requested Changes") of the MSA, Service Provider shall provide CAA Colorado with advance Notice of any proposed changes to Services or Collection Contractor's ability to deliver the Designated Covered Materials to the Designated Facility that may impact the agreed Reimbursement Rates as set forth in Exhibit A. Service Provider must obtain a Change Order for any Service changes that may affect Reimbursement Rates and/or compliance with Service Standards and Specifications in the Service Schedule. CAA Colorado's approval shall not be unreasonably withheld or delayed, provided such Change Proposal does not materially and adversely impact the convenience or availability of the Services or the Collection of Designated Covered Materials. Changes to Services, including any associated changes to Reimbursement Rates, shall be implemented only by Change Order.

(j) Service Provider shall ensure Collection Contractor maintains sufficient staffing levels to perform Services in compliance with the Service standards described in the Service Schedule.

Section 9.2 Alternative Service Options, Disruptions, and Limitations

(a) Door-to-door Collection shall not be a standard Service offering, except for Customers who are unable to move their Collection Container to the curb, alley, or refuse Collection Area. In such cases, Service Provider shall, or shall require Collection Contractor to, provide Assisted Recycling Services to the extent required by Applicable Law. Service Provider shall develop and maintain an Assisted Recycling Services policy that defines eligibility requirements, service timeframes, renewal procedures, and status changes. The Assisted Recycling Services policy shall be included in the Operations Plan.

(b) Service Provider shall, or shall require Collection Contractor to, adjust collection schedules as necessary to accommodate holidays and weekends, while ensuring that required Service frequency is maintained.

(c) Service Provider may, or may allow Collection Contractor to, suspend Services in the event of severe weather or other circumstances listed in Section 20.5 ("Force Majeure") of the MSA, that would prevent safe or lawful performance. Service Provider shall resume or require Collection Contractor to resume Services as soon as reasonably practicable. Service Provider or

Collection Contractor may suspend Services only for the duration reasonably necessary to address conditions that prevent safe or lawful performance.

(d) Service Provider shall provide timely notice of all schedule changes, including holiday adjustments, weather delays, and other Service modifications, to the Customer through Service Provider's customer service contact channels. Service Provider shall maintain a written suspension policy within the Operations Plan defining the conditions under which Service may be suspended, or Service Provider may rely on Collection Contractor's suspension policy provided the suspension policy is consistent with the Agreement. Service Provider shall communicate this policy to Customers.

(e) Services from Trash Rooms and Valet Collection Services shall not be considered standard Service. Service Provider's invoice to Customers for these additional services, as well as for any other additional services that fall outside of the scope of Services, must be identified and itemized as additional costs and are to be paid by the Customer.

(f) To receive Services under the Service Schedule, Customers must maintain solid waste collection services, which may be provided by Service Provider, Collection Contractor, or another provider.

Section 9.3 Provision of Collection Containers for Single-Family Residence and Small Multi-Family Dwellings

(a) Service Provider shall supply, or ensure Collection Contractor supplies, Single Family Residence and Small Multi-Family Dwelling Customers with Collection Container(s) to accommodate Designated Covered Materials generated between Collections. Service Provider shall, or shall require Collection Contractor to, continue to use the Collection Container(s) present at the Customer location as of the Service Schedule Effective Date. New Collection Containers provided under the Service Schedule shall, as a standard default, have a minimum capacity of sixty-four (64) gallons to accommodate Designated Covered Materials generated between scheduled Collections, unless otherwise specified or approved by Service Provider. Smaller Collection Containers, including thirty-two (32) gallon containers, may be used where permitted by Service Provider for site-specific, accessibility-related, or customer-specific circumstances. The acceptable sizes of Collection Containers will be 32-gallon, 64-gallon and 96-gallon or near equivalent in nominal volumes. Each Customer Cart must be 2-wheel equipped and meet ANSI type B & G container standards for automated rear and sideload collection vehicles. Each Collection Container must be fully assembled and in good working order at delivery and for the duration of the Service Schedule. Collection Containers shall be clearly labeled with the word 'Recycling,' and shall display the Möbius loop (recycling symbol) in a clearly visible manner. Service Provider shall not be required to replace existing containers solely to comply with this subsection; however, decals, labels, or other markings must be compliant with these requirements. All Collection Containers shall be fully enclosed, covered, and designed to prevent the entry of precipitation, animals, and wind-blown debris, unless otherwise approved by Service Provider. Service Provider shall, or shall require Collection Contractor to, purchase, assemble, and deliver all Collection Containers to Customers. All Collection Containers shall comply with Applicable Laws.

(b) Service Provider shall, or shall require Collection Contractor to, provide each Single-Family Residence with one (1) Collection Container appropriate for the storage and set out of Designated Covered Materials. Service Provider shall, or shall require Collection Contractor to, collect all Designated Covered Materials properly placed in Collection Containers by the Customer. Service Provider shall provide or shall require Collection Contractor to provide each Small Multi-Family Dwelling with one (1) Collection Container per Service Address within the Small Multi-Family Dwelling. Customers shall be instructed by Service Provider and/or Collection Contractor to stage the Collection Containers in the same manner as solid waste is staged for collection: Curbside, Alley, or in a collection area or dumpster enclosure/corral, accessible by Service Provider and/or Collection Contractor's vehicles.

(c) Service Provider shall maintain a written policy for the Collection of Overflow and shall include the policy in the Operations Plan. Service Provider may rely on Collection Contractor's excess volume policy, so long as such policy is compliant with the Designated Facility Use Agreement and includes clear instructions to Customers regarding preparation and placement of Overflow for Collection.

(d) Customers may request a second Collection Container, provided all Containers do not exceed the maximum volume specified in Section 9.3(a) of the Service Schedule. Delivery of any additional Collection Containers shall be reported to CAA Colorado in accordance with the Reporting Requirements set forth in Section 9.12 of the Service Schedule. Upon delivery of a second Collection Container, Service Provider may invoice CAA Colorado for the additional cost at the rate and frequency set forth in Exhibit A.

(e) For Customers in the Service Area where Collection Containers are not used or practical (e.g., Customers use bins, bags, or front load or rear load Collection Containers), Service Provider and/or the Collection Contractor shall specify the type and volume of containers that may be utilized in such Service Area. CAA Colorado reserves the right to require a transition plan, by Change Order, from bins, bags, or other non-cart containers to approved Collection Containers as deemed appropriate by CAA Colorado.

(f) Service Provider shall provide, or require the Collection Contractor to provide, the following Collection Container delivery, exchange, or repair Services, per Service Address, and at no additional cost to the Customer or CAA Colorado:

(i) Deliver one (1) Collection Container for new Service within two (2) weeks of the Customer's request for Service.

(ii) Repair or replacement of one (1) Collection Container within one (1) week of the Customer's request.

(iii) Performance of any other Collection Container delivery or exchange Service that is pre-approved by CAA Colorado.

(g) Service Provider may assess a fee to Customer(s) for the Services described in Section 9.3(f) above, that occur more than once during the term of the Service Schedule, per Service Address that is fair and commercially reasonable.

Section 9.4 Provision of Collection Containers for Approved Large Multi-Family Dwellings

(a) The requirements set forth in this Section 9.4 shall apply to Service Provider and Collection Contractor only following CAA Colorado's approval of Services to one or more Large Multi-Family Dwellings.

(b) Service Provider shall or shall require Collection Contractor to supply approved Large Multi-Family Dwellings with Collection Container(s) to accommodate Designated Covered Materials generated between Collections. Service Provider shall, or shall require Collection Contractor to, continue to use the Collection Container(s) present at the Customer location as of the Service Schedule Effective Date. Collection Containers shall be clearly labeled with the word 'Recycling,' and shall display the Möbius loop (recycling symbol) in a clearly visible manner. Service Provider shall not be required to replace existing containers solely to comply with this subsection; however, decals, labels, or other markings must be compliant with these requirements. Service Provider shall be responsible for the purchase, assembly, and delivery of all Collection Containers. All Collection Containers shall comply with Applicable Laws.

(c) Service Provider shall or shall require Collection Contractor to provide each Large Multi-Family Dwelling with Collection Container(s) appropriate for the storage and set out of Designated Covered Materials. Service Provider and/or Collection Contractor shall collect all Designated Covered Materials properly placed in Collection Containers by the Customer. Collection Containers will be placed in locations accessible to collection vehicles. Service Provider, or Collection Contractor(s), will instruct Customers on the proper placement of Collection Containers.

(d) If a Large Multi-Family Dwelling routinely generates excessive amounts of Designated Covered Materials resulting in continuous Overflow on repetitive Collection days, Service Provider and/or Collection Contractor may provide additional Collection Containers to accommodate the extra volume or add a service day with CAA Colorado's approval. For Large Multi-Family Dwellings that receive Service via front-load or rear-load Collection Containers, or where insufficient space is available for additional Collection Containers, such extra volume shall be accommodated by an added service day, and the Reimbursement Rate shall be adjusted by Change Order to account for the additional and commercially reasonable cost thereof. For Customers receiving cart-based Services, such extra volume shall be accommodated by supplying additional carts and the Parties shall execute a Change Order to reimburse Service Provider for the commercially reasonable cost of such additional carts and expected ongoing maintenance costs. Delivery of any additional Collection Containers and/or increase in Service frequency shall be reported to CAA Colorado in accordance with the requirements set forth in Section 9.12 ("Reporting Requirements") of the Service Schedule.

(e) For a Large Multi-Family Dwelling where front-load Collection Containers or rear-load Collection Containers are not used or practical (e.g., carts are used in space-constrained Refuse Collection Areas) Service Provider shall or shall require Collection Contractor to specify the type and volume of Collection Containers utilized, and the Multi-Family Dwellings in which they are deployed. CAA Colorado reserves the right to require a transition plan, by Change Order,

to Collection Container service by front-load or rear-load vehicles as deemed appropriate by CAA Colorado.

Section 9.5 Collection Container Inventory

Service Provider shall, or shall require the Collection Contractor to, implement and maintain a Collection Container inventory for all Collection Containers utilized in the performance of the Services. Each Collection Container shall be assigned a unique identifier and associated with the corresponding Service Address. The Collection Container information and the Collection Container inventory shall be described and reported to CAA Colorado as set forth in Exhibit D.

Section 9.6 Collection Container Contamination

Service Provider shall maintain and implement a Collection Container Contamination Management protocol and include such protocol in the Operations Plan or Service Provider may utilize the Collection Contractor's Contamination Management protocol, provided the Collection Container Contamination Management protocol utilized must include: (i) methods to identify Collection Containers that contain twenty percent (20%) or more Contaminants by weight for purposes of monitoring and customer notification, and corrective action in such circumstances; (ii) methods to refuse to collection from Collection Containers that contain twenty-five percent (25%) or more Contaminants by weight, which percentage exceeds the maximum allowable Contamination level set forth in Section 9.10 (a) of this Service Schedule. Service Provider shall have the authority to impose commercially reasonable financial penalties on Customers who do not comply with the Collection Container Contamination Management protocol. Any charges or penalties for Contamination shall be handled directly between Service Provider and Customer and shall not be included in the reimbursement for Services provided to Service Provider by CAA Colorado. Notwithstanding the foregoing thresholds, Service Provider shall use commercially reasonable efforts to minimize Contamination through customer education, route management, and operational controls. CAA Colorado may consider repeated Contamination levels materially above the maximum allowable Contamination level set forth in Section 9.10(a) of this Service Schedule at the point of delivery to Designated Facility(ies) as part of its performance reviews of Service Provide for Agreement renewal, enforcement discretion, and continuous improvement efforts.

Section 9.7 Service Provider Vehicles

(a) Collection vehicles used to provide Services under the Agreement shall meet the criteria in this Section 9.7. Service Provider and/or the Collection Contractor shall provide all vehicles, equipment, and related infrastructure required to perform Services. Service Provider shall or shall require Collection Contractor to ensure the vehicles are fully operational and are an adequate fleet size to provide Services to all Customers on and after the Service Schedule Effective Date. Services under this Service Schedule shall be dedicated exclusively to the collection of Designated Covered Materials for recycling. Collection vehicles used to the provide the Services shall not collect, transport, or aggregate solid waste, compost, or other non-Designated Covered Materials on the same route or within the same load, except as expressly approved in writing by CAA Colorado.

(b) Service Provider shall, or shall require Collection Contractor to, ensure all vehicles and equipment are maintained and are in safe and good working condition, using commercially reasonable efforts to prevent Service disruptions. Service Provider shall or shall require Collection Contractor to conduct routine inspections to ensure vehicles and equipment meet all operational, safety, and regulatory requirements of Law and best industry practices.

(c) Service Provider shall, or shall require Collection Contractor to, maintain and provide CAA Colorado with a current inventory of vehicles and equipment used in performance of Services. The vehicle inventory shall be described and reported to CAA Colorado as set forth in Exhibit D.

(d) Service Provider's collection vehicles shall be identifiable to the Designated Facility in a manner consistent with the requirements set forth in the Designated Facility Use Agreement between Service Provider and the Designated Facility. In addition to and without limiting such requirements, Collection vehicles shall clearly display Service Provider's, or Collection Contractor's, name and phone number on the vehicle. Collection vehicles shall have a ninety (90) day grace period to display such information. Any other vehicle identification method shall be subject to approval by CAA Colorado. Such identification will be used by Designated Facilities to confirm that vehicles are operating under the Service Schedule to ensure that no Processing Fees are charged to Service Provider, unless otherwise specified in the Service Schedule.

(e) Service Provider shall or shall require Collection Contractor to ensure all collection and transfer vehicles are kept in good repair, appearance, are maintained in a sanitary condition, and comply with all Applicable Laws regarding inspections.

(f) Service Provider shall require Collection Contractor to clean up all vehicle leaks, spills, or litter resulting from Collection or transportation activities as soon as practicable, and in all cases within twenty-four (24) hours of occurrence, regardless of whether on public or private property.

(g) Service Provider shall maintain or require Collection Contractor to maintain, a current Department of Transportation compliance policy within the Operation Plan.

Section 9.8 Vehicle Driver Qualifications

(a) Service Provider shall, or will require Collection Contractor to, ensure all vehicle driver's performing Services shall, without limitation to any other requirements of Law:

(i) Hold a valid state of Colorado Class B commercial driver's license, with an air-brakes endorsement.

(ii) Comply with all state and local Laws and ordinances and demonstrate alertness, care, courtesy, and competency while performing Services.

(iii) Receive training and certification in the safe and lawful operation of collection vehicles and equipment, Recycling Collection Services procedures,

Contamination identification, traffic and pedestrian safety, emergency-response protocols, and any other requirements established by Applicable Law or the Service Schedule.

(b) Service Provider shall document all required training in the Operations Plan. Service Provider shall, or shall require the Collection Contractor to, conduct refresher training at least annually or whenever equipment, Service Standards, or regulations change.

Section 9.9 Designated Facility

(a) CAA Colorado shall provide Service Provider with a list of one or more Designated Facility(ies) that have the capacity and capabilities to receive Designated Covered Materials from Service Provider's Service Area. The Designated Facility will invoice CAA Colorado directly for applicable Processing Fees and is prohibited from charging Service Provider and/or Collection Contractor a Processing Fee, unless otherwise specified in the Service Schedule. The identification requirements detailed in the Designated Facility Use Agreement will be used by the Designated Facilities to confirm the vehicles delivering the Designated Covered Materials are operating under the Service Schedule and ensure no Processing Fees are charged to Service Provider unless otherwise stated herein for Rejected Loads.

(b) Upon delivery of Designated Covered Materials, Service Provider shall, or shall require Collection Contractor to, comply with all reasonable instructions and procedures issued by the Designated Facility, including load inspections. Service Provider acknowledges that CAA Colorado requires (i) the Designated Facility to conduct such inspections in a manner that is commercially reasonable and does not cause or contribute to any material delay in the acceptance, processing, or handling of Designated Covered Materials; (ii) the Designated Facility to reject a load only if the Designated Covered Facility's load inspection indicates that the load contains Hazardous Materials or waste that otherwise render the load as unsalvageable and thus, prohibits the load from being processed as Covered Material; if vehicle driver fails to comply with the Designated Facility Use Agreement; or if vehicle driver fails to comply with requirements described in Section 9.8 ("Vehicle Driver Qualifications") of the Service Schedule.

(c) Service Provider may request, and CAA Colorado may, in its sole discretion, approve delivery to a non–Designated Facility and authorize reimbursement of associated Collection, transportation, and Processing Fees. If Service Provider delivers, or allows Collection Contractor to deliver, Designated Covered Materials to a non–Designated Facility without CAA Colorado's prior written approval, CAA Colorado will not reimburse Collection, transportation, and Processing Fees associated with such materials. If Service Provider delivers, or allows Collection Contractor to deliver, Designated Covered Materials to a Designated Facility not listed for the Service Area, CAA Colorado will reimburse only the Reimbursement Rate. Service Provider shall bear all other costs of the direct haul. If delivery to a non–Designated Facility or to a facility outside the Service Area is required due to circumstances beyond Service Provider's control, Service Provider shall notify CAA Colorado in writing prior to delivery and request approval.

(d) CAA Colorado does not intend to participate or directly manage day-to-day transactions between Service Providers, Collection Contractors, and Designated Facilities. Such Covered Material transactions are solely between Service Provider, Collection Contractor, and the

Designated Facility. Service Provider shall enter into a Designated Facility Use Agreement with the CAA listed Designated Facility. Service Provider shall ensure Collection Contractor enters a Designated Facility Use Agreement with the CAA listed Designated Facility unless the Collection Contractor also owns and operates the Designated Facility. Service Provider shall ensure Collection Contractor maintains communication and daily planning, to the extent required by the Designated Facility Use Agreement, with the Designated Facility.

(e) If CAA Colorado has not contracted with a Designated Facility for Service Provider as of the Effective Date of Service, CAA Colorado will reimburse a Processing Fee, as provided in Exhibit A, if any, that Service Provider pays under its then-current contract with a Processing Facility or its contract with a Collection Contractor. Once CAA Colorado has contracted with a Designated Facility(ies) for Service Provider, CAA Colorado will provide Notice to Service Provider that identifies such Designated Facility(ies) and, beginning thirty (30) days following the effective date of such Notice, unless otherwise expressly agreed upon in writing by CAA Colorado, CAA Colorado shall no longer reimburse Service Provider for the Processing Fee.

Section 9.10 Contamination Management for Delivery to Designated Facility

(a) In the event that a load of Designated Covered Materials delivered to a CAA Designated Facility is determined, through inspection by the Designated Facility, to contain 25% or more Contaminants by weight yet remains suitable for processing, Service Provider acknowledges the load will be classified as a Contaminated Load by the Designated Facility, which also will document and process each Contaminated Load accordingly. CAA Colorado reserves the right to impose liquidated damages on Service Provider for excessive amounts of non-Covered Materials in the Contaminated Load, as specified in Article 7 ("Liquidated Damages") and Exhibit C of the Service Schedule.

(b) Service Provider further acknowledges that, when a load is identified as a Contaminated Load or Rejected Load, the Designated Facility is required to notify CAA Colorado and Service Provider within one (1) Business Day. Service Provider may request from CAA Colorado copies of the Designated Facility's documentation related to a Contaminated or Rejected Load, including inspection records, contamination worksheets, photographs, and any related materials prepared by the Designated Facility.

(c) If Designated Covered Materials delivered to a CAA Designated Facility are determined, through inspection by the Designated Facility, to contain Hazardous Materials or other materials or conditions to an extent that renders the load unsalvageable or unsafe for processing, Service Provider acknowledges the Designated Facility will classify the load as a Rejected Load. The Designated Facility will document and process each Rejected Load accordingly. The Designated Facility is authorized to invoice Service Provider for all costs associated with the management and disposal of Rejected Loads, in accordance with the terms outlined in the Designated Facility Use Agreement between Service Provider and the Designated Facility.

(d) Service Provider shall include a standard procedure for documenting Contaminated and Rejected Loads in the Operations Plan. The procedure shall, at a minimum, include: documenting the date and time the Contaminated or Rejected Load is delivered, vehicle ID, and route.

Section 9.11 Health, Safety, and Environmental Protection

(a) Service Provider shall prioritize health, safety, and environmental protection while performing Services and shall, or shall require that the Collection Contractor:

(i) Maintain safe, health-protective, and environmentally sound work areas at or near Services sites.

(ii) Reasonably protect all persons, property, and equipment at or near Service sites from injury, health risks, damage, or loss.

(iii) Follow Applicable Laws governing the generation, handling, management, treatment, storage, or disposal of Designated Covered Materials, Contamination, and Hazardous Materials.

(iv) Comply with all applicable health, safety, and Environmental Laws and standards, including RCRA, authorized state programs, and other Applicable Laws.

Section 9.12 Reporting Requirements

(a) In addition to the reporting and recordkeeping requirements listed in Article 12 ("Reporting; Recordkeeping; Ownership of Information") of the MSA, Service Provider shall comply with the reporting requirements set forth in this Section 9.12 ("Reporting Requirements").

(b) Service Provider shall notify CAA Colorado in writing within twenty-four (24) hours of any serious accident involving injury.

(c) Service Provider shall prepare an Operations Plan, monthly Collection Tons Report, quarterly Service Address Report, and quarterly Route Information Report, and any additional reporting that CAA may reasonably require pursuant to Section 9.12(i) during the Term of the Service Schedule.

(d) Service Provider shall prepare and keep current a CAA Colorado approved Operations Plan as a condition of Reimbursement Rate eligibility, which includes all policies and the elements set forth in Exhibit D. The Operations Plan is the documentation that guides Service Provider's internal processes and compliance with the Service Schedule's requirements. Service Provider shall submit a draft Operations Plan to CAA Colorado for review and approval no later than ninety (90) days following the Service Schedule Effective Date. CAA Colorado reserves the right to review and approve the Operations Plan, in whole or in part, at its sole discretion. Service Provider shall submit the Operations Report annually to CAA Colorado by July 1st.

(e) Prior to the Service Schedule Effective Date, CAA and Service Provider shall have identified and agreed to a baseline count of Customers to be serviced by Service Provider, per Service Area as set forth in Exhibit B. The baseline count and other information required for establishing the Schedule are set forth in the Application, defined below. The baseline count for the Agreement will be categorized by the following Customers receiving Service: Single Family Dwellings, Small Multifamily Dwellings, assisted Customers, Large Multifamily Dwellings, and Non-Residential Covered Entity(ies). The baseline count shall be used to calculate net new

Customer additions and subtractions throughout the Term of the Service Schedule. The Application as approved by CAA Colorado, is attached as Exhibit F and hereby incorporated by reference.

(f) Service Provider shall report on the Services completed no less frequently than monthly through CAA Colorado's Service provider portal as set forth in Exhibit D. Such Collection Tons Report, along with CAA Colorado's confirmation of the accuracy of the reported data, are required for reimbursement payments described in Exhibit A. CAA Colorado's obligation to reimburse is conditioned upon Service Provider's submission of the applicable monthly Collection Tons Report and an invoice that is consistent with, and fully supported by, the data reported therein, as determined by CAA Colorado in accordance with its then-current reporting and invoicing policies.

(g) Service Provider shall provide a report listing Service Addresses receiving the Services and associated attributes ("Service Address Report") through CAA Colorado's Service Provider Portal. The Service Address Report shall include the required information set forth in Exhibit D. The first Service Address Report is due within five (5) Days after the Service Schedule Effective Date. Following initial submission of the first Service Address Report, the Service Address Report is due before the end of each quarter after the Service Schedule Effective Date. For purposes of this requirement, each quarter shall consist of three (3) consecutive months on a calendar year basis, beginning in January. Subsequent Service Address Reports shall include only new, changed, or discontinued report elements that occurred during the reporting period. The Service Address Report shall accurately represent the total number of Service Addresses served by Service Provider. CAA Colorado shall, at its sole discretion, withhold payments until the annual fourth quarter report is submitted.

(h) Service Provider shall, or shall require Collection Contractor, to provide through CAA Colorado's Service Provider Portal a report describing the routes used to Collect Designated Covered Materials ("Route Information Report"), including the required information set forth in Exhibit D. The first Route Information Report shall be due five (5) Days after the Service Schedule Effective Date, unless Service Provider receives prior written approval from CAA Colorado for an alternative schedule. Following initial submission of the first Route Information Report, the Route Information Report is due before the end of each quarter following the Service Schedule Effective Date. For the purposes of this requirement, each quarter shall consist of three (3) consecutive months on a calendar year basis, beginning in January. Subsequent Route Information Reports shall include only new, altered, or discontinued report elements that occurred during the reporting period. The Route Information Report shall be prepared using a methodology for calculating the volume of residential Covered Materials, non-residential Covered Materials, and commercial-route Covered Materials that is documented by Service Provider and has received prior written approval from CAA Colorado. The methodology shall be applied consistently across all reporting periods unless and until a revised methodology is submitted by Service Provider and approved in writing by CAA Colorado. Any changes to the approved methodology shall be reported to CAA Colorado and shall not be implemented without prior written approval.

(i) CAA Colorado may request additional information, documentation, or reports from Service Provider. Service Provider shall provide such materials, in form and substance satisfactory to CAA Colorado, as reasonably required for CAA Colorado to comply with its obligations under

Applicable Law or to evaluate Service Provider's compliance and performance of its obligations under the Agreement.

Section 9.13 Customer Service Requirements

(a) Service Provider shall maintain, or require Collection Contractor to maintain, the following minimum level of customer service:

(i) Service Provider shall provide a dedicated phone number and website that allow Customers to access a support system, interact with customer service representatives, request a callback, or schedule support. The phone number and website shall also allow Customers to request Service changes, initiate or terminate Service, report missed Collections, and request temporary suspension of Service.

(ii) Service Provider shall produce and distribute all Customer notifications required under the Service Schedule.

(iii) Service Provider shall maintain an electronic record of all oral and written Service complaints and the actions taken to resolve them.

(iv) Service Provider shall provide Notice to the CAA Colorado Representative at least thirty (30) days in advance of any planned change that will affect customer service.

ARTICLE 10. PROVISIONS APPLICABLE TO PUBLIC ENTITIES

(a) CAA Colorado acknowledges that Service Provider is a public entity and that all contracts that purport to bind Service Provider must be approved and executed as required by Applicable Law.

(b) No employee of Service Provider shall have any personal or beneficial interest in the Services or property described in the Agreement, except a less than controlling stock ownership interest in a publicly traded Collection Contractor or Designated Facility. Service Provider shall not hire, or contract for Services with, any employee or officer of Service Provider that would be in violation of the CAA's Supplier Code of Conduct or Service Provider's code of ethics. Service Provider shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Service Provider represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or work of Service Provider by placing Service Provider's own interests, or the interests of any party with whom Service Provider has a contractual arrangement, in conflict with those of CAA Colorado.

(c) The Parties hereto understand and agree that Service Provider is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

(d) Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Service Provider, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt

limitation. Notwithstanding any other provision of the Agreement, with respect to any financial obligation of Service Provider which may arise under the Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate the Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of the Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by Service Provider. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report which contains an allocation of sufficient funds for the performance of fiscal obligations arising under the Agreement.

(e) If Service Provider is furnished with proprietary data or confidential information that may be owned or controlled by CAA Colorado ("CAA Colorado Confidential Information"), Service Provider will endeavor, to the extent provided by law, to comply with Article 14 ("Confidentiality and Publicity") of the MSA. Upon furnishing Service Provider with any CAA Colorado Confidential Information, CAA Colorado will mark such CAA Colorado Confidential Information as "confidential and proprietary." However, CAA Colorado understands that all the material provided or produced by CAA Colorado under the Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to Service Provider for disclosure of such information, Service Provider will advise CAA Colorado of such request to give CAA Colorado the opportunity to object to the disclosure of any of its CAA Colorado Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, Service Provider will tender all such material to the court for judicial determination of the issue of disclosure and CAA Colorado agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. CAA Colorado further agrees to defend, indemnify, save, and hold harmless Service Provider from any Claims arising out of CAA Colorado's intervention to protect and assert its claim of privilege against disclosure under this Section 10(e) including, without limitation, prompt reimbursement to Service Provider of all reasonable attorneys' fees, costs, and damages that Service Provider may incur directly or may be ordered to pay by such court.

(f) Service Provider shall procure and maintain, or cause the Collection Contractor to maintain, the insurance coverage specified in Exhibit E for the full duration of the Service Schedule and any extension thereof. Service Provider shall provide CAA Colorado evidence of such insurance prior to commencing any Services. Service Provider may procure self-insurance coverage as authorized under C.R.S. § 29-13-102 and/or Colorado Intergovernmental Risk Sharing Agency ("CIRSA"). Service Provider shall ensure that all Collection Contractors and Subcontractors engaged in the performance of the Services maintain insurance sufficient to support the activities they perform and otherwise comply with the applicable requirements of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Service Schedule as of the date set forth below.

CIRCULAR ACTION ALLIANCE COLORADO LLC

By:_____
Name: _____
Title: _____
Date:_____
Address: 20 F Street NW 7th Floor
Washington, DC 20001
Email: legal@circularaction.org

With a copy to:

Kaplan Kirsch LLP
1675 Broadway #2300
Denver, CO 80202
Attention: Polly B. Jessen
pjessen@kaplankirsch.com

SERVICE PROVIDER:

TOWN OF OAK CREEK

By:_____
Name: Melissa Dobbins
Title: Mayor
Date:_____
Address: 130 Nancy Crawford Blvd.
Oak Creek, CO 80467
Email: mayor@townofoakcreek.com

Approved as to form: _____

EXHIBIT A. REIMBURSEMENT RATES

This Exhibit A sets forth the procedures for establishing Reimbursement Rates for Services provided under the Service Schedule. All Reimbursement Rates established as set forth herein are subject to the terms and conditions of the Agreement and this Exhibit A, including any amendments or adjustments approved by Change Order and Service Provider agrees that no modifications to Reimbursement Rates shall be effective except in accordance with a Change Order pursuant to Section 10.3 ("Execution of Change Order") of the MSA. This Exhibit A is intended to ensure transparency, accountability, and compliance with all contractual and legal requirements governing invoicing and reimbursement for Services rendered. Service Provider certifies that all information provided to CAA Colorado for purposes of establishing Reimbursement Rates, or otherwise, is accurate, complete, and in compliance with the Agreement.

1. Overview

1.1. The Reimbursement Rate from the Effective Date through December 31st of the year of the Effective Date ("Initial Year") is set forth in this Exhibit A.

1.2. For subsequent years, Service Providers will provide (i) estimated Service costs for the upcoming calendar year on or before July 1st of the then-current-year for CAA Colorado budgeting purposes; and (ii) on or before December 1st of the then-current year, an annual budget for the Services for the upcoming calendar year, from which final Reimbursement Rate will be set, and a requested payment schedule, which may be annual, semi-annual, or quarterly. CAA Colorado will establish the final Reimbursement Rate and the payment schedule for the upcoming year annually on or before the last payment for the then-current year in consultation with Service Provider as further provided herein. The final Reimbursement Rate and payment schedule will be incorporated into this Exhibit A by Change Order.

1.3. Ninety (90) days following the end of the previous calendar year, Service Provider must provide documentation of actual costs incurred during such year to CAA Colorado for reconciliation with the Reimbursement Rate. Service Provider will reimburse CAA Colorado for any overpayment or CAA Colorado will reimburse Service Provider for any underpayment. The foregoing annual process will be completed as further provided in this Exhibit A.

1.4. For Service Providers that contract with a Collection Contractor, rather than self-perform the Services, CAA Colorado will separately reimburse Service Provider for the cost of administrative activities required to implement and maintain compliance with the Schedule ("EPR Administrative Expense") in addition to the Reimbursement Rate, as further provided herein.

2. Reimbursement Rate for Initial Year

2.1. Rate

The Reimbursement Rate for the Initial Year is $92,136.[1] Such rate is based on Service Provider's budgeted cost of providing the Services for the then-current calendar year supplied by Service

[1] The prorated reimbursement rate for the first year has not yet been determined and will depend, in part, on the Effective Date of the Service Schedule.

Provider in its Application, as adjusted in consultation with Service Provider for consistency with the Agreement, the Service Schedule, and the Colorado Program Plan and to reflect any supplemental information provided by Service Provider at CAA's request. The Reimbursement Rate has been prorated to reflect reimbursement for only the portion of the calendar year that constitutes the Initial Year.

2.2. Schedule for Payment

The Reimbursement Rate for the Initial Year will be paid to Service Provider in equal installments according to the following schedule:

June 15 (for January 1 – March 31)
September 15 (for April 1 – June 30)
December 15 (for July 1 – September 30)
March 15 of the following year (for October 1 – December 31).

2.3. Reconciliation

2.3.1. Within ninety (90) days following the end of the Initial Year, Service Provider shall submit to CAA Colorado complete and accurate documentation of its actual costs for the prior year. Actual cost documentation must itemize all Eligible Costs, including, but not limited to, operating costs, capital costs, education and outreach costs, administrative and EPR compliance costs, and debt service, and must identify any other income or offsets. Service Provider shall provide all supporting records reasonably requested by CAA Colorado to substantiate actual costs claimed, including, without limitation, invoices, general ledger entries, contracts, payroll records, equipment depreciation schedules, and third party contract invoices.

2.3.2. Following receipt of such documentation, CAA Colorado shall conduct an annual reconciliation of all Reimbursement Rates paid to Service Provider for the Initial Year in accordance with Section 3.4 of this Exhibit A. The reconciliation shall compare the Reimbursement Rate paid for the preceding year and the actual costs incurred by Service Provider in providing the Services. Costs determined to be ineligible or undocumented shall be excluded from the reconciliation.

3. Reimbursement Rate for Future Years

3.1. Service Estimates

On or before July 1 of all years following the Initial Year during the Term, Service Provider shall provide CAA Colorado with the estimated cost of Services to be provided in the upcoming two calendar years ("Service Cost Estimate"). Service Provider shall develop and provide the Service Cost Estimate by completing and submitting the Annual Service Estimate Worksheet posted on the CAA Service Provider Portal. CAA Colorado may request clarifications, supporting documentation, or revisions to the estimated recycling Services reimbursement request, and Service Provider shall respond to such requests promptly and in good faith. CAA Colorado will use the Service Cost Estimate for purposes of developing its internal budget for the upcoming year.

3.2. Proposed Reimbursement Rate and Payment Schedule

On or before December 1 of the Initial Year (or as soon as practicable after the Effective Date, if the Effective Date is later than December 1 of the Initial Year) and each year thereafter during the Term, Service Provider shall submit to CAA Colorado:

3.2.1. A proposed Reimbursement Rate for the Services to be provided in the upcoming year. Service Provider shall develop and provide the proposed Reimbursement Rate by completing and submitting the Annual Reimbursement Rate Worksheet posted on the CAA Service Provider Portal.

3.2.2. A proposed schedule for payment of the Reimbursement Rate. As part of the Annual Reimbursement Rate Worksheet, Service Provider shall specify whether the Reimbursement Rate will paid in equal installments annually, semi-annually, or quarterly.

3.2.2.1. If Service Provider elects quarterly payments, CAA Colorado shall make four (4) reimbursement payments each year. Payments shall be made on or before the following dates:

June 15 (for January 1 – March 31)
September 15 (for April 1 – June 30)
December 15 (for July 1 – September 30)
March 15 of the following year (for October 1 – December 31).

3.2.2.2. If Service Provider elects semi-annual payments, CAA Colorado shall make two (2) reimbursement payments each year. Payments shall be made on or before the following dates:

September 15 (for January 1 – June 30)
March 15 of the following year (for July 1 – December 31).

3.2.2.3. If Service Provider elects annual payment, CAA Colorado shall remit one (1) reimbursement payment each year. Payment shall be made on or before March 15 of the following year. The annual payment shall equal the full annual Reimbursement Rate as established for that year.

3.3. Final Reimbursement Rate

3.3.1. To assure that the Reimbursement Rate covers only Eligible Costs and is otherwise developed in accordance with the Agreement and this Exhibit A, CAA Colorado may consult with Service Provider and may request explanations of methodologies or allocations of cost, clarifications, supporting documentation, or other information or revisions to the Annual Reimbursement Request Worksheet. Service Provider shall respond to such requests promptly and in good faith.

3.3.2. Following Service Provider's delivery of a proposed Reimbursement Rate and not later than the last payment for the then-current year, CAA Colorado

will deliver a Change Order in accordance with Section 10.1 ("CAA Colorado Requested Changes") of the MSA establishing the final Reimbursement Rate for the upcoming year and schedule for reimbursement. Service Provider shall execute and return such Change Order to CAA Colorado.

3.3.3. If Service Provider does not submit a proposed Reimbursement Rate in accordance with Section 3.2 of this Exhibit A, CAA Colorado shall utilize the annualized Reimbursement Rate established pursuant to Section 3.1 of this Exhibit A and an annual reimbursement schedule.

3.3.4. If Service Provider does not agree with the final Reimbursement Rate identified in the Change Order submitted to Service Provider under Section 3.3.2 of this Exhibit A, Service Provide may invoke the dispute resolution procedures set forth in Article 19 ("Dispute Resolution") in the MSA. Pending resolution of such dispute, CAA Colorado shall reimburse Service Provider according to the Reimbursement Rate and payment schedule identified in the Change Order submitted to Service Provider under Section 3.3.2.

3.4. Reconciliation

3.4.1. Within ninety (90) days following the end of each calendar year during the Term, Service Provider shall submit to CAA Colorado complete and accurate documentation of its actual costs for the prior year. Actual cost documentation must itemize all Eligible Costs, including operating costs, capital costs, education and outreach costs, administrative and EPR compliance costs, and debt service, and must identify any other income or offsets. Service Provider shall provide all supporting records reasonably requested by CAA Colorado to substantiate actual costs claimed, including, without limitation, invoices, general ledger entries, contracts, payroll records, equipment depreciation schedules, and third party contract invoices. Costs determined to be ineligible or undocumented shall be excluded from the reconciliation.

3.4.2. CAA Colorado shall conduct an annual reconciliation of all Reimbursement Rates paid to Service Provider for the preceding year. The reconciliation shall compare the Reimbursement Rate paid for the preceding year and the actual costs incurred by Service Provider in providing the Services.

3.4.3. Following CAA Colorado's review and verification of actual cost documentation, CAA Colorado shall determine the amount by which (a) Service Provider was overpaid (Reimbursement Rates exceeded verified actual eligible costs), if any, or (b) Service Provider was underpaid (verified actual costs exceeded the Reimbursement Rate paid), if any and issue a statement detailing such calculation to Service Provider ("Reconciliation Statement").

3.4.4. If the Reconciliation Statement indicates an over payment by CAA Colorado, the overpaid amount shall be deducted from future

reimbursement payments or, if requested by CAA Colorado, refunded by Service Provider within ninety (90) days following Service Provider's receipt of the Reconciliation Statement. If the Reconciliation Statement indicates an under payment, CAA Colorado shall pay the under paid amount to Service Provider within ninety (90) days after the date of the Reconciliation Statement. The Parties may mutually agree to alternative crediting or repayment arrangements.

3.4.5. If Service Provider fails to submit required documentation within the timelines set forth in this Section, CAA Colorado may withhold future reimbursement payments until adequate documentation is received.

3.4.6. The Reconciliation Statement shall be considered final unless Service Provider invokes the dispute resolution procedures of Article 19 ("Dispute Resolution") of the MSA within thirty (30) days following receipt of the Reconciliation Statement. Neither Party shall be obligated to make any disputed payment amount to the other pending resolution of such dispute.

4. Clarifications and Special Terms for Setting Reimbursement Rate

4.1. Contracted Services

If Service Provider provides the Services through a Collection Contractor(s), the proposed Reimbursement Rate developed using the Annual Reimbursement Rate Worksheet shall reflect the rate structure of Service Provider's Collection Contractor Agreement(s) as follows:

4.1.1. Per-Service Address Basis. If Service Provider pays its Collection Contractor on a per-Service Address basis, the Reimbursement Rate shall be calculated and reimbursed on a per-Service Address rate consistent with Service Provider's Collection Contract.

4.1.2. Fixed Cost Basis. If Service Provider pays its Collection Contractor on fixed monthly, quarterly, semi-annual, or fixed annual contract amounts, the Reimbursement Rate shall be paid on the same schedule.

4.2. Capital Expenses

Service Provider shall include in the Annual Reimbursement Rate Worksheet projected and actual capital investments and capital related purchases associated with the provision of Services. These capital investments shall include, without limitation, carts, collection vehicles, general fleet vehicles, processing or operations equipment, facility improvements or expansions, fueling or charging infrastructure, and any other capital assets reasonably necessary to perform the Services in accordance with the Standards and Specifications. All such capital investments and purchases shall be itemized and shall reflect both (i) annualized or depreciated cost recovery consistent with allowable Program Plan methodologies, and (ii) any associated debt, financing, or lease obligations. Service Provider shall supply supporting documentation sufficient for CAA Colorado to verify the eligibility, cost basis, useful life, and allocation of each capital asset included in the reimbursement request and may disallow capital expenditures not reasonably necessary to perform the Service in accordance with the Standards and Specifications.

4.1. Education and Outreach Expenses

Service Provider shall include in the Annual Reimbursement Rate Worksheet the reasonable and documented costs of conducting the Education and Outreach activities required under Article 8 ("Public Information and Engagement") of the Service Schedule. No additional reimbursement for Education and Outreach shall be made to Service Provider if the Collection Contractor conducts activities required under Article 8 as part of its per Service Address or fixed rates; the costs for Education and Outreach shall be considered already included in the Reimbursement Rate for Collection Services. Costs included in the Annual Reimbursement Rate Worksheet must be:

4.1.1. Necessary to fulfill the explicit requirements of Article 8.

4.1.2. Attributable solely to recycling Services under the EPR Program. Costs for outreach not required by Article 8 of the Service Schedule, including general municipal communications, solid waste education, or unrelated sustainability programs, are ineligible.

4.1.3. Documented in accordance with CAA Colorado's reporting and verification requirements. Service Provider represents and warrants that the Education and Outreach expenses included in the Reimbursement Rate reflect only Service Provider's reasonable, actual costs of administering the activities described in the Agreement and shall maintain sufficient records to substantiate that such activities are required by Article 8. CAA Colorado reserves the right to request and review such records upon reasonable notice to verify eligibility and payment accuracy.

4.2. Processing Fees

Service Provider shall include in the Annual Reimbursement Rate Worksheet processing charges assessed by a Processing Facility that accepts Designated Covered Materials from Service Provider, whether or not such processing charges are paid directly by Service Provider or indirectly under a Collection Contractor Agreement; provided such charges may only be included in the Reimbursement Rate accordance with Section 9.9(e) of the Service Schedule.

4.3. Adjustment of Reimbursement Rate Due to Contract Changes.

The Reimbursement Rate may be adjusted through the Change Order process Section 10.2 ("Service Provider Requested Changes") of the MSA under any of the following circumstances:

4.3.1. Contract amendment. The Parties acknowledge that amendments to the Collection Contractor Agreement to meet the Service Standards and Specifications in the Service Schedule, including scope changes, pricing adjustments, service level modifications, processing fees, education and outreach, or route changes, may require a corresponding adjustment to the Reimbursement Rate.

4.3.2. Contract renewal. Renewals or extensions of the collection contract, including renewals executed under existing option terms, may result in adjustments to the Reimbursement Rate.

4.3.3. New contract execution. If Service Provider enters into a renewal and/or a new contract with a contracted collection service provider, the Reimbursement Rate may be recalculated using the updated contract pricing and terms.

5. EPR Administrative Expenses

If Service Provider contracts with a Collection Contractor to perform the Services on behalf of Service Provider, CAA Colorado shall reimburse Service Provider for EPR Administrative Expenses, subject to the following terms and conditions:

5.1. For purposes of this Exhibit A, "administrative" or "EPR compliance-related" expenses shall be limited to reasonable, incremental costs directly attributable to and actually incurred for compliance with the Program and the Service Schedule, and shall not include general overhead, finance, legal, procurement, or management costs that would have been incurred absent the Program.

5.2. Service Provider's activities eligible for reimbursement as EPR Administrative Expense include, and are not limited to:

5.2.1. Preparing and submitting required operational and financial data reports to CAA Colorado;

5.2.2. Reviewing and reconciling monthly or quarterly Collection Contractor invoices and supporting documentation; coordinating with CAA Colorado regarding service modifications and compliance verifications;

5.2.3. Maintaining internal records and documentation required for audit purposes; and

5.2.4. General staff administration, correspondence, and overhead directly attributable to the Service Schedule.

5.3. EPR Administrative Expenses are based upon the estimated actual costs incurred in delivering such activities included in the Application.

5.4. Except as expressly authorized by CAA Colorado, EPR Administrative Expenses shall not exceed 3% of the total annual collection contract amount. Payments shall be no less than $2,000 annually with a maximum annual payment of $40,000 ("EPR Administrative Expense Limits").

5.5. CAA Colorado shall pay Service Provider for EPR Administrative Expenses annually with the final reimbursement payment for the contract year, contingent upon the timely submission of complete and accurate data reports as required under the Service Schedule and an invoice for such expenses not less than thirty (30) days prior to such payment date.

5.6. The EPR Administrative Expense Limits set forth in Section 5.4 herein shall be adjusted annually to reflect inflation in accordance with Section 5.8 herein.

5.7. Service Provider represents and warrants that each and any invoice submitted to CAA Colorado for EPR Administrative Expense reflects only Service Provider's reasonable, actual costs of administering the activities described in the Service

Schedule. Service Provider shall maintain sufficient records to substantiate that such administrative activities have been performed in support of the Program. CAA Colorado reserves the right to request and review Service Provider's records to verify actual costs upon reasonable notice to verify eligibility and payment accuracy.

5.8. CAA Colorado will adjust the EPR Administrative Expense Limits annually based on the following formula:

Adjusted EPR Administrative Expense = EPR Administrative Expense (Yr x) + EPR Administrative Expense (Yr x) x (12-month CPI Increase)

"CPI" is the Consumer Price Index for Water and Sewer and Trash Collection Services (CUUR0000SEGH), as published by the United States Department of Labor Table 2, Consumer Price Index for All Urban Consumers (CPI-U): US city average, by detailed expenditure category (https://www.bls.gov/news.release/cpi.t02.htm);

"12-month CPI Increase" shall be based on the twelve (12)-month period ending July 31 of the previous year. For example, an adjustment to Service Provider's EPR Administrative Expense for 2029 will be based on the CPI for the twelve (12)-month period ending July 31, 2028.

The adjusted Reimbursement Rate shall be effective on January 1st of the year immediately following the first anniversary of the Service Schedule Effective Date and annually thereafter. The escalation based on CPI shall not exceed six percent (6%) in any given year. If CPI is negative for a given year, the increase shall be set to zero (0). CAA shall provide Service Provider with a Change Request to replace this exhibit with updated pricing. The Parties will execute a Change Order on or before January 1st to memorialize such Reimbursement Rate adjustment. Should the United States Department of Labor, Bureau of Labor Statistics ceases to publish the Water and Sewer and Trash Collection Services Index (CUUR0000SEHG), CAA Colorado shall identify an alternative index that most closely reflects changes in costs associated with garbage and recycling services.

EXHIBIT B. SERVICE AREA

This Exhibit B sets forth the specific geographic area(s) in which Service Provider is authorized to perform the Services described in the Agreement (the "Service Area"). The Service Area shall consist of the incorporated cities and/or counties listed below, as selected and approved during the application process. For counties with unincorporated areas, the Service Area shall be limited to the unincorporated areas identified during the application process. Service Provider shall be eligible for reimbursement only for Services performed within the boundaries of the Service Area, as defined herein. No Services performed outside the legal boundaries of the state of Colorado or outside the Service Area shall be eligible for reimbursement under the Agreement.

Counties:

None

Incorporated Cities:

Town of Oak Creek

EXHIBIT C. LIQUIDATED DAMAGES

Article 7 of the Service Schedule authorizes assessment of liquidated damages if Service Provider's performance fails to meet the applicable requirements under the Agreement. Multiple liquidated damages may be assessed cumulatively for multiple instances of noncompliance.

This Exhibit sets forth the events triggering liquidated damages and amounts to be assessed.

	Act, Omission, or Failure	**Liquidated Damage**
1	Failure to clean spills, leaks, or litter within the required 24-hour timeframe while Collecting Covered Materials in the Service Area.	$500 per incident
2	Drivers operating without required licenses, training, or safety certifications as required by Applicable Law or the Schedule.	$1,000 for the first occurrence $1,500 for the second occurrence $2,000 for the third and each subsequent occurrence
3	Failure to correct a chronic operational issue that has been reported in writing to CAA Colorado by CAA Colorado, Designated Facilities, or Customers, which may include, without limitation, safety, equipment, Collection or other operational issues. For the purposes of this liquidated damage, a "chronic operational issue" occurs when a. The same or substantially similar operational issue arises three (3) or more times within a twelve (12) month period; b. CAA Colorado receives written notification from Designated Facilities, CAA Colorado, or Customers of each such occurrence; and c. CAA Colorado provides Notice of each such occurrence to Service Provider.	Liquidated damages shall be assessed upon CAA Colorado's receipt of the third Notification of the issue. Each additional Notification of the same or a substantially similar issue received within a twelve (12) month period shall result in an additional liquidated damage assessment. $750 per occurrence
4	Service Provider provides inaccurate or incomplete reporting in any of the following areas: a) Baseline count: Misstatement or omission of initial baseline Service Address counts. b) Quarterly Customer Reports: Inaccurate reporting of Residential and Small Multi-Family Service Address counts, Large Multi-Family Service Address counts, and Non-Residential Covered Entity(ies) counts.	$5,000 per incident

	c) Quarterly Route Reports: Misreporting of Residential, Non-Residential, or Commercial route volumes. d) Cost Reconciliation Data: Submission of incorrect data used to reconcile estimated costs against actual costs.	
5	Delivering Designated Covered Materials to a Non-Designated Facility or to a landfill or combustion-based energy recovery facility for disposal without prior written approval from CAA Colorado.	$5,000 per occurrence and each subsequent occurrence, plus an amount equal to 100% of the Reimbursement Rate (on the Service Address basis) previously paid by CAA to Service Provider for the Services directly related to the affected load.
6	Delivering a load to Designated Facility which is assessed as containing non-Designated Covered Materials that constitute twenty-five percent (25%) or more of the total weight of that load and subsequently processed by Designated Facility.	For the first two occurrences, CAA Colorado shall issue a Notice to Service Provider as a written warning without assessing liquidated damages. $5,000 per occurrence and each subsequent occurrence, plus an amount equal to 100% of the Reimbursement Rate (on the Service Address basis) previously paid by CAA to Service Provider for the Services directly related to the affected load, and an additional charge of $25 per ton for the load in question for the third occurrence and each subsequent occurrence.
7	Material delivered to Designated Facility that is assessed as containing Hazardous Materials or waste that otherwise renders the load unsalvageable and thus prohibits the load from being processed as recyclables.	For the first two occurrences, CAA Colorado shall issue a Notice to Service Provider as a written warning without assessing liquidated damages. $1500 for the third occurrence $3000 for the fourth occurrence $5000 for the fifth and each subsequent occurrence

EXHIBIT D. REQUIRED REPORTS

Operations Plan Requirements

1. General Requirements of Operations Plan

    a. Service Provider shall submit the first draft Operations Plan to CAA Colorado within three (3) months of the Service Schedule Effective Date for review, discussion, and approval.

    b. The Operations Plan shall comply with all requirements set forth in the Agreement, including this Exhibit D.

    c. The draft Operations Plan shall use the template provided by CAA Colorado and not exceed the page limits expressed in the template.

    d. Service Provider shall submit the Operations Plan, and any updated Operations Plan, to CAA Colorado electronically, unless otherwise specified by CAA Colorado.

    e. CAA Colorado shall have 30 Business Days from receipt of the Operations Plan, or any updated Operations Plan, to respond to Service Provider with comments regarding items that need to be revised to meet the requirements set forth in the Service Schedule.

2. Annual Submission of Updated Operations Plan

    a. Beginning in the second (2nd) year of the Operating Term and each subsequent year, Service Provider shall review and update the Operations Plan and submit an updated Operations Plan to CAA Colorado for the subsequent year on or before July 1st.

    b. CAA Colorado shall have 30 Business Days prior to receipt of the annual Operations Plan to respond to Service Provider with comments regarding items that need to be revised to meet the requirements set forth in the Schedule.

    c. The Parties may agree to waive the annual submission of a fully updated Operation Plan for any given year if no material revisions are required. In such cases, Service Provider may submit either: (i) a written certification that the Operations Plan remains current and accurate, or (ii) a summary of non-material updates or modifications since the last approved Operations Plan, as applicable, in lieu of submitting a complete revised Operations Plan. Any non-material updates submitted pursuant to this provision shall be deemed incorporated into the approved Operations Plan upon acknowledgment by CAA Colorado and shall not, by themselves, require resubmission or reapproval of the full Operations Plan.

3. Required Elements of the Operations Plan

The Operation Plan Shall include, at a minimum, the following elements:

A. General Information

1. A list of Service Provider's current contracts providing Services including titles, numbers, effective dates, and service terms of the Agreement, Service Schedule(s), and all current amendments with CAA Colorado.

2. Service Provider representatives: Provide contact information for Service Provider representatives.

3. Emergency contact information: Provide contact information for responsible personnel and emergency contacts who will be available to CAA Colorado to manage issues and emergencies.

4. Service Area description: Provide a list of the physical area boundaries that Service Provider is responsible for providing Collection Services.

5. Program overview: Provide a summary of the Collection Services covered by the Operations Plan (e.g. Service Provider in-house fleet, Collection Contractor, Large Multi-Family Dwelling, Small Multi-Family Dwelling, open market subscription, HOA, supplemental Collection).

6. A copy of Service Provider's latest certificate of insurance issued to CAA Colorado.

B. Collection Operations

1. Collection operations: Provide a summary of Service schedules, Service Area, and Service frequency.

2. The number of Covered Entities by Customer count, who have opted-out of Services.

3. A vehicle inventory used for Services that includes vehicle type, age, quantity, capacity, fuel type, depreciation status, and unique vehicle identification or number.

4. Permits, licenses and authorizations: Provide a list of all local, state, and federal permits, licenses, and authorizations required to conduct Services within the Service Area. This includes but is not limited to all required county, and municipal hauling licenses or registrations in each jurisdiction (county, city, or town) within the Service Area. Service Provider shall list all jurisdictions in which it operates, and the corresponding

license/registration numbers and shall provide copies of each such license or registration upon request.

5. Service schedule modifications and exceptions: Describe the holiday and weekend Collection policy and make-up day procedures. Additionally, provide procedures for Customer opt-out, Customer opt-in, suspension of Service by Service Provider, suspension of service by Customer, missed Service Provider Collections, blocked Collection Containers, Overflow, non-set-outs, improperly set out Collection Containers, and assisted Collection Services. These procedures should specify the maximum number of consecutive occurrences permitted before Service suspensions are initiated.

6. Service interruptions: Describe procedures for inclement weather, road closures, construction, natural disasters or other disruptions, including a communication notifying CAA Colorado of Service interruptions.

7. Right to refuse Service: Provide the policy and justifications for when Service to the Customer can be refused.

8. Routing plan: Describe routing methodology and optimization process.

9. Collection Container Management: Describe Collection Container types, capacities, and colors used for Collection Services. Include delivery, replacement, repair, recovery, reuse, and inventory management procedures and tracking system. Note any identification method used (e.g. RFID tags, serial numbers).

10. Collection Container inventory: An estimated inventory of Service Provider's carts and containers to be utilized in the performance of Services, as well as the total number of carts and containers sent to Service Addresses following the Service Schedule Effective Date. For each Collection Container placed into or removed from service after the Service Schedule Effective Date, Service Provider shall record the associated Service Address, container type, container size, unique identifier, activation date, and any subsequent repairs, swaps, replacements, or removals.

11. Collection Container Contamination Management protocol: Describe procedures for identifying, issuing a notice to the customer, refusing Collection from Customers who routinely fail to comply with contamination requirements, and documenting contamination found within Collection Containers.

12. Contaminated and Rejected Loads: Describe procedures for documenting Contaminated and Rejected Load(s).

13. Safety reports: Summarize all safety, incident reports, investigations, and correction actions during the past year.

14. Hazardous Material: Describe procedure for determining, documenting, verifying, and disposing of loads rejected by Designated Facility due to presence of Hazardous Materials.

C. Staffing and Training

1. Written acknowledgment that Service Provider has a Staffing and Training Plan or Plans in compliance with this Exhibit D and Applicable Laws. Service Provider shall provide a copy of the staffing and training plan to CAA Colorado for review within five (5) Business Days following request, but the Operations Plan need not include the staffing and training plan in full. The staffing and training plan(s) shall include, at a minimum:

i. Staffing levels: List typical staffing levels by role (drivers, helpers, supervisors, maintenance staff, administrative staff, etc.).

ii. Training and safety programs: Describe health and safety training, driver and loader training, safety orientation, and ongoing training frequency.

iii. Department of Transportation compliance policy: Describe the current DOT compliance policy.

iv. Subcontractor management: Identify any Subcontractors, their scope of work, oversight procedures, and insurance coverage.

D. Health Safety, and Environmental Protection

1. Written acknowledgment that Service Provider has a health, safety, and environmental protection plan(s) in compliance with this Exhibit D and all Applicable Laws, and Service Provider's own policies and OEM manuals. Service Provider shall provide a copy of the safety, health, and environmental plan to CAA Colorado for review within five (5) Business Days following request, but the Operations Plan need not include the safety, health, and environmental plan in full. The health, safety, and environmental plan(s) shall include, at a minimum:

i. Health, safety, and environmental practices: Describe policies and procedures designed to ensure worker safety, environmental compliance, and adherence to all Applicable Laws.

ii. Safety program: Describe Service Provider's safety policies and compliance with DOT and other requirements.

iii. Vehicle maintenance and inspections: Outline preventive maintenance schedules and inspection procedures.

iv. Environmental compliance: Describe spill prevention and cleanup measures, fueling and vehicle washing procedures, and litter and dust control measures.

v. Emergency response procedures: Include steps for responding to accidents, Hazardous Material spills, vehicle fires, or other emergencies.

E. Facilities and Disposal Sites

1. Designated Facilities: List all facilities utilized for disposal, transfer, and processing.

2. For each Designated Facility, include the Designated Facility name, type (MRF, IPMRF, transfer, landfill), address, Designated Facility User Agreement number, and any permit numbers (where applicable).

F. Public Information and Engagement

1. Written acknowledgment that Service Provider has a public information and engagement plan in compliance this Exhibit D and all Applicable Laws. Service Provider shall provide a copy of the public information and engagement plan to CAA Colorado for review within five (5) Business Days following request, but the Operations Plan need not include the public information and engagement in full. The public information and engagement plan shall include, at a minimum:

i. Methods used to inform Customers about proper recycling set-out and accepted Designated Cover Materials.

ii. Copies of the Welcome Guide for new Customers, a copy of permanent instructional information affixed to all new Collection Containers, a copy of annual notice, and any ongoing customer instructions.

G. Customer Service

1. Written acknowledgment that Service Provider has a customer Service plan in compliance with this Exhibit D and all Applicable Laws. Service Provider shall provide a copy of the customer Service plan to CAA Colorado for review within five (5) Business Days following request, but the Operations Plan need not include the customer Service plan in full. The customer Service plan shall include, at a minimum:

i. Customer Service and communication procedures: Describe Service Provider's procedures for responding to Service requests, complaints, and inquiries from Customers, including Service response times and communication methods.

ii. Customer notifications: Describe the methods by which Service Provider communicates service schedule and route changes, delays, Service modifications and exceptions, interruptions, right to refuse Service, and Collection Container management procedures to the Customer.

iii. Customer contact and response: List the customer service phone number(s) and hours and response time standards for reporting and responding to missed pickups or Service complaints.

H. Performance and Monitoring

1. Methodologies: Describe the methodology used to calculate the number of Service Addresses reported in the Service Address list. Provide a reference to Service Address data used as a reference (e.g. US Census). Describe the methodology used to calculate the volume and allocations in the Route Information Report.

2. Data management: Describe logistics and accounting software and systems.

3. Emergency and contingency plan: Include written acknowledgment that Service Provider has an emergency and contingency plan in compliance with this Exhibit D and all Applicable Laws. Service Provider shall provide a copy of the emergency and contingency plan to CAA Colorado for review within five (5) Business Days following request, but the Operations Plan need not include the emergency and contingency plan in full. The emergency and contingency plan shall, at a minimum, describe how Service Provider will maintain Service continuity during emergencies, equipment failures, labor shortages, labor disputes, natural disasters, or other unanticipated events.

4. Continuous Improvement:

i. Innovation and technology: Describe systems used for route optimization, GPS tracking, RFID, data dashboards, or customer portals.

ii. Sustainability and efficiency enhancements: Describe initiatives to reduce fuel use, emissions, and contamination of Covered Materials and to increase Collection of Covered Materials.

Baseline Count

Service Provider and CAA Colorado agree the baseline counts, as provided in Application are:

440 Single Family and Small Multi-Family Dwellings receiving Service
0 Large Multi-Family Dwellings receiving Service
440 Sum of Single Family Dwellings, Small Multi-Family Dwellings, and Large Multi-Family Dwellings receiving Service
0 Non-Residential Covered Entity(ies) locations

Required Elements of the Collection Tons Report

1. Collection Tons Report data fields include detail from scale tickets supplemented with hauler data and identifiers (ID) provided by CAA Colorado to Service Provider, including:

    a. Scale ticket number

    b. Service date

    c. Route Day

    d. Destination facility name

    e. Destination facility ID (CAA-assigned ID)

    f. Material type

    g. Material ID (CAA-Assigned ID)

    h. Time in

    i. Time out

    j. Service Provider (or Collection Contractor) Name

    k. Service Provider (or Collection Contactor) ID (CAA-assigned ID)

    l. Zone ID

    m. Route number

    n. Truck ID

    o. Gross weight

p. Tare weight

q. Net weight

r. Processing fee

Required Elements of the Service Address Report

2. The Service Address Report shall include data fields that describe the Service Address and incorporate IDs supplied by CAA Colorado to Service Provider, as outlined below:

a. Service Provider name

b. Service Provider ID (CAA-assigned ID)

c. Service Address (For Small Multifamily Dwellings, Service Provider shall provide each Service Address, per unit)

d. Service Address ID (CAA-assigned ID)

e. City

f. County

g. Zip code

h. State

i. Service frequency

j. Route number

k. Zone ID

l. Collection Container type

m. Quantity of Collection Container(s)

n. Date additional Collection Container added

o. Route Day

p. Covered Entity type (Single Family / Small Multi-Family Dwelling, Large Multi-Family Dwelling, Single Family/Small Multi-Family Dwelling HOA, Large Multi-Family Dwelling HOA, small business, public place, local or state government building, hospitality, school).

q. Number of Households per Single Family / Small Multi-Family Dwelling, and Large Multi-Family Dwelling, Single Family/Small Multi-Family Dwelling HOA, Large Multi-Family Dwelling HOA.

r. Effective date of Customer's Service

s. End date of Customer's Service

t. New or updated record

u. Record to be removed

Required Elements of the Route Information Report

1. Service Provider shall submit the Route Information Report to CAA Colorado on a monthly basis. The Route Information Report shall include, at a minimum, all data fields specified by CAA Colorado below, including but not limited to, route IDs assigned by CAA Colorado to Service Provider. For reporting purposes, a "route" is defined by Service Provider ID, route ID, and Route Day.

   a. Service Provider ID (CAA-assigned ID)

   b. Route ID

   v. Route Day

   c. County

   d. Route effective start date

   e. Route effective end date

   f. Residential Covered Materials volume

   g. Non-residential Covered Materials volume

   h. Commercial route Covered Materials volume

   i. Month submitted

   j. New or updated record

   k. Record to be removed

   l. Ratio of residential Covered Material volume to non-residential and/or commercial volume

Required Elements of the Invoice Report (for Service Provider using Collection Contractors)

Service Provider(s) using Collection Contractors must submit copies of their Collection Contractor invoices for Services.

EXHIBIT E. INSURANCE SPECIFICATIONS

General Requirements

Limits may be satisfied through a combination of primary and umbrella/excess policies.

Required Coverages and Minimum Limits

Coverage Type	Minimum Limits	Required Endorsement / Conditions
Commercial General Liability (CGL)	$2,000,000 per occurrence $4,000,000 aggregate	CAA Colorado named Additional Insured (ongoing and completed operations). Policy primary and noncontributory. Includes contractual liability.
Automobile Liability (all owned, hired, non-owned)	$5,000,000 combined single limit	CAA Colorado named Additional Insured. Primary and noncontributory.
Workers' Compensation	Statutory (Colorado)	Waiver of Subrogation in favor of CAA Colorado.
Employers' Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee	May be incorporated with WC.
Umbrella/Excess Liability	$5,000,000 per occurrence and aggregate	Sits excess over CGL, Auto, Employers' Liability. Primary to any CAA Colorado insurance.

Pollution Liability

Coverage Type	Minimum Limits	Required Endorsement / Conditions
Service Provider's Pollution Liability	$1,000,000 per incident $2,000,000 aggregate	Coverage for bodily injury, property damage, cleanup costs arising from pollution conditions. No exclusion for transported waste. CAA Colorado named Additional Insured where permitted.

EXHIBIT F. APPLICATION

Professional Services Proposal & Agreement

Final Design Services

Town of Oak Creek

May 28, 2026

SCOPE OF WORK

The proposed work addresses the potable water line and site design work funded by the Community Development Block Grant awarded to the town.

TASK 1: INFRASTRUCTURE PRIORITIZATION & PLANNING

1.1 Prioritization Framework

- Establish criteria: leak severity, infrastructure age, street paving readiness (Sharp St, Moffett), infrastructure conflicts, and grant eligibility

1.2 Segmentation & Phasing Strategy

- Divide system into logical project segments; identify top 5-6 priority locations (starting near high school area) with estimated construction costs of $500,000-$800,000 for each package.
- Develop multi-year capital improvement roadmap

TASK 2: IMMEDIATE REPAIRS & LEAK MITIGATION

2.1 Point Repair Assessment & Specifications

- Field investigation of known leak locations; prioritize leaks and known problems, then consider material age
- Prepare Professional Engineer stamped construction drawings and specifications for priority point repairs

TASK 3: MOFFAT AVENUE FINAL DESIGN

3.1 Prepare Civil Design Drawings

- Prepare plan and specifications for roadway improvements including roadway limits, water and sewer line alignments, manholes, hydrants, valves, and other accessories. Stormwater and drainage design by others
- Prepare Professional Engineer stamped construction drawings and specifications for Moffat Avenue improvements

TASK 4: HIGH PRIORITY SEGMENT DESIGN (15-30% Level)

4.1 Preliminary Design

- Hydraulic analysis, sizing, and material selection for replacement/rehab segments
- Preliminary alignment and depth studies
- Constructability assessment: traffic control, tie-ins, staging/phasing, seasonal constraints

4.2 Cost Estimates

- Opinion of probable construction cost for each priority segment
- Identify value engineering opportunities to support grant funding amounts

TASK 5: GRANT APPLICATION SUPPORT

5.1 Grant Packages & Funding Strategy

- Compile technical documentation, narratives, and budgets for grant applications (Energy Impact Grant for Sheriff's Reservoir, plus CDBG, DOLA, SRF). Grant application preparation excluded or by others.
- Prepare multi-year funding plan for phased implementation

DELIVERABLES

- Progress reports and technical memos to Town Administrator
- Recommendations with cost opinions
- Stamped engineering designs for immediate repairs projects and Moffat Avenue improvements

- Grant-ready documentation and construction-ready plans (15-30%)
- Coordinate activities with Zenobia Consultants

FEE SCHEDULE

NOT TO EXCEED FEE: $100,000

HOURLY FEES:

Position	Hourly Rate
Principal/Senior Project Manager	$235
Project Manager	$225
Senior Engineer	$215
Senior Project Engineer	$200
Project Engineer	$195
Engineering Technician	$132

REIMBURSABLE EXPENSES:

Subject to actual cost. May include, but are not limited to:

- Mileage (Current IRS Rate)
- Additional outside professional services provided beyond those stipulated in the scope of work
- Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work
- Other owner-approved, project-related purchases

PAYMENT TERMS AND CONDITIONS:

Subconsultant expenses, fees, and additional services not specified within the scope of services which are required either directly by the client, its agents, or otherwise incurred in the performance of this agreement will be billed as additional services, according to the enclosed terms.

Changes in scope will require additional compensation to Apex according to existing or extended terms, or existing standard hourly rates in lieu of a written agreement for additional services.

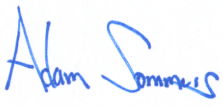
Invoicing will be performed monthly or as close as practical. The invoiced amount is due within 30 days of receipt, after 30 days an interest charge of 1.5% per month or portion thereof will be incurred.

ACCEPTANCE AND AUTHORIZATION

Signature indicates that individual is qualified as the Client's representative to enter into an agreement for services.

Notice to Proceed: Provide by returning acceptance and authorization, to be effective as of date of signature.

Apex Companies, LLC
Designated Representative:
Adam Sommers
3252 Williams Street
Denver, CO 80205



06 / 03 / 2026

_____ _____

Town of Oak Creek:
PO Box 128
Denver, Colorado 80467

Name: Date:

_____ _____

TERMS AND CONDITIONS

General. These Terms and Conditions, together with the executed proposal and any attachments thereto, and written modifications made after the date the proposal is executed, constitute the Professional Services Agreement ("Agreement") between Apex Companies, LLC ("Consultant") and the person or entity to whom the proposal is addressed: Town of Oak Creek ("Client") to perform the scope of services ("Services") set forth in the proposal for the project identified in the proposal ("Project"). The Agreement is the entire and integrated agreement of the parties for the Project and it may be modified only in writing.

1. Independent Contractor. Consultant is an independent contractor and is not an employee, agent or partner of Client. Nothing in this Agreement establishes a fiduciary relationship between Consultant and Client.

2. Standard of Care. Consultant shall perform its obligations in accordance with the skill and care ordinarily applied by professionals performing similar services at the same time and in the same locality as the Project and under similar circumstances ("Standard of Care"). Consultant will render the Services without any warranty, express or implied, regarding the quality or timeliness of the Services and Client expressly waives all such warranties.

3. Time of Performance. Consultant shall perform the Services according to Client's schedule as expeditiously as is consistent with the Standard of Care. Neither party to this Agreement will be liable to the other party for delays in performance or for direct or indirect costs resulting from delays that result from labor strikes, riots, acts of war or terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party. The time for Consultant's performance shall be extended to the extent of delays that are outside of Consultant's reasonable control.

4. Compliance with Law. Consultant shall exercise the Standard of Care to comply with the requirements of all applicable codes, regulations, and current written interpretations thereof published and in effect during this Agreement.

5. Responsibility at the Project Site. The Consultant shall not be responsible for (a) construction means, methods, techniques, sequences or procedures, (b) safety precautions and programs in connection with work or activities at the project site, (c) acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the Project site, or (d) the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant in the performance of the Services. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

6. Payment. Consultant will invoice monthly for Services rendered and payment will be due within thirty (30) days of the invoice date ("Due Date") without offset or withholding. All invoices are due and payable in US dollars when rendered. A service charge of 1.5% per month, or the maximum amount allowable by law, may be assessed to balances not paid by the Due Date. In the event Client does not make payment by the Due Date, Consultant may suspend or terminate the Services, without liability to Client for delay, after providing seven (7) days' written notice to Client. Before resuming performance, Client shall pay Consultant all sums due prior to the suspension and any expenses unavoidably incurred in suspending and resuming the Services. Following the resumption of performance, time schedules and Consultant's fee for the remaining Services shall be equitably adjusted. Retainers, if any, will be credited on the final invoice. Unless otherwise noted, the fees in this Agreement do not include any value-added, sales, or other taxes that may be applied by the government on fees for services; such taxes will be added to all invoices, as required.

7. Indemnity. To the fullest extent allowed by law, the Client shall defend, indemnify, and hold harmless Consultant and all of its employees, officers, and directors from and against any and all claims, damages, losses and expenses (including attorneys' fees) related to, arising out of, or resulting from this Agreement or any Project or construction related thereto; provided that and to the extent, any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client, or anyone for whose acts the Client may be liable. Additionally, the Client agrees to indemnify and hold harmless Consultant from any and all claims and expenses, including attorneys' fees, that arise due to the reuse of the documents and designs produced by consultant under this agreement. Nothing in this provision obligates the Client to indemnify Consultant for claims arising solely from defects contained in designs furnished by Consultant or for claims arising from the sole negligence or willful misconduct of Consultant.

8. Insurance. Consultant, at its expense, shall provide and maintain in effect at all times during the term of this Agreement the following insurance, with limits of liability not less than stated below:

A. Worker's Compensation, Occupational Disease, Employer's Liability, Disability Benefit and other similar employee benefit insurance in compliance with the statutory limits of the state where the Services are being performed.

B. Comprehensive General Liability Insurance providing a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000. Such insurance shall include Client as an additional insured for activities arising out of the performance of the Services if so requested by Client.

C. Comprehensive Automobile Liability Insurance providing a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000.

D. Professional Liability/Errors and Omissions Insurance with a minimum limit of $1,000,000 per any one claim and in the aggregate.

9. Authorized Use of Deliverables. Client's modification of any reports, drawings, deliverables, or specifications ("Consultant Documents"), or any use of Consultant Documents on another project, without Consultant's professional involvement or written consent is at Client's sole risk and, to the fullest extent permitted by law, Client shall indemnify and defend Consultant from claims by any third party arising from such use or modification.

10. Termination. Either party may terminate this Agreement for the material default of the other party to perform its obligations under this Agreement through no fault of the terminating party, but only after providing seven (7) days' written notice to the defaulting party and an additional ten (10) days to cure the default. In the event of any termination, Client shall pay to Consultant all amounts due for Services performed prior to the date of the termination. Consultant may terminate this Agreement without cause upon thirty (30) days' written notice to Client.

11. Limitation of Liability. To the fullest extent permitted by law, the parties agree to limit the total liability, in the aggregate, of Consultant, and Consultant's officers, directors, partners, employees, agents, and subconsultants to Client, and to anyone claiming by, through, or under Client, for any claims, losses, costs, or damages whatsoever, arising out of, resulting from, or in any way related to the Project or Agreement from any cause or causes, including but not limited to tort, negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, to the total compensation received by Consultant or $50,000 whichever is greater.

12. Waiver of Consequential Damages. The Client and Consultant mutually waive consequential, indirect or special damages for claims, disputes or other matters in question arising out of or relating to the Services or the Project, whether in contract or in tort, including but not limited to loss of use, loss of profit, lost opportunity costs, diminution in

value, or claims for delay, impact or disruption damages made by Client or any of its contractors or subcontractors, whether or not the possibility of such damages had been disclosed to the other party in advance or could have been reasonably foreseen by such other party. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

13. Existing Conditions. Client shall furnish to Consultant all applicable information and technical data in Client's possession or control reasonably required for the proper performance of the Services. Consultant shall be permitted to rely upon the accuracy and completeness of information that Client provides regarding the Project. Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form and Client shall defend, indemnify, and hold harmless Consultant from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other conditions, substances, wastes or materials at Client's site, except to the extent caused by the gross negligence of Consultant.

14. No Personal Liability. This Agreement does not create and shall not be deemed to create or permit any personal liability or obligation on the part of any owner, shareholder, officer, director, employee, agent or representative of Consultant. Each party agrees that any claim arising under or related to the Project shall be made only against the corporate legal entity of Consultant or Client.

15. No Third-Party Rights. Nothing in this Agreement shall be construed to give any person or entity other than Client and Consultant any legal or equitable right, remedy, or claim under this Agreement.

16. Severability. If any of these Terms and Conditions are adjudicated in a court of competent jurisdiction and determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and remain binding upon the parties.

17. Assignment. Neither Consultant nor the Client shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigning party from any duty or responsibility under this Agreement.

18. Survival. Sections 8 (Indemnity), 11 (Limitation of Liability), and 12 (Waiver of Consequential Damages) of this Agreement shall survive the completion of Consultant's Services on the Project and the termination of the Agreement for any cause.

19. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located.

17.10.014 – Commercial Shipping Containers.

Detachable prefabricated reusable containers intended for transporting cargo, commonly known as cargo containers, storage containers, transport containers (truck, rail, or marine cargo containers), or Conex. Shipping containers are self-contained without axles or wheels. Shipping containers are allowed on a temporary basis in all performance districts subject to the conditions of a revocable permit issued by the Town Administrator. In no case shall any shipping container remain on any property in the Town of Oak Creek for a duration exceeding one year.

Chapter 17.11 - PERFORMANCE DISTRICTS

Sections:

There is adopted and incorporated fully herein by this reference, the attached map, Appendix A, to the ordinance codified in this code, entitled, "Oak Creek Performance District Map", which map is deemed regulatory and a part of this code. The map specifies the various performance districts within and adjacent to the Town. For those portions of the performance districts that lie outside Town boundaries, the following sections provide development guidelines for use during the annexation process. The regulations governing dimensional standards, use and other requirements listed in the following sections apply to those portions of the performance districts that lie within Town boundaries. **Uses not expressly permitted are deemed to be prohibited.**