



WASTEWATER RESIDUALS SERVICE AGREEMENT

Form with two columns: Customer information (Name: Marco Carani, Address: 450 S Parish Ave., etc.) and Denali Water Solutions LLC information (Name: Jeffrey J. LeBlanc, Address: 3308 Bernice Ave., etc.).

- 1. This Wastewater Residuals Service Agreement and all exhibit(s) ("Agreement") is made between Customer and Denali Water Solutions, LLC ("Denali").
2. Denali will provide Residuals hauling service to Customer at the frequency set forth on Exhibit A, and if none specified, upon Customer's reasonable request.
3. This Agreement shall commence upon execution of the last signature above and expire 12 months after the first service...

the non-breaching party may terminate this Agreement, but only with regard to those locations where the material breach remains uncured.

4. Customer shall pay the service charges on Exhibit A, net 30 days with a finance charge of 1.5% per month on all outstanding invoices. Service charges shall be subject to diesel fuel price and CPI adjustment as set forth on Exhibit A. In the event of Customer's nonpayment of an invoice or other breach of this Agreement, except in the case of Customer's dispute as to the propriety of a charge, Denali shall have the right to terminate this Agreement or, without terminating, suspend service until Customer cures its breach and is current on its account. Customer agrees to pay Denali all costs of collection incurred by Denali, including without limitation, collection agency fees, attorneys' fees, and court costs. Due to variations in collection, processing, and disposal costs, Denali may increase the service charges at any time upon thirty (30) days prior written notice, subject to written approval of Customer. Denali has the right to set off any amounts that Customer owes to Denali against any amounts that may be payable by Denali to Customer.
5. Customer warrants that the samples provided to Denali for analysis are, to the best of Customer's knowledge, consistent with the Residuals that are the subject of this Agreement. Customer shall include no other constituents in the Residuals without the prior written approval of Denali, which may be withheld at Denali's sole discretion. Title to all Residuals that is not further processed by Denali shall remain with Customer at all times. Customer shall be solely responsible for the content and makeup of the Residuals. Denali shall charge Customer for any costs that result from receipt of any unacceptable materials. Customer shall be solely responsible for any and all liabilities, damages, costs, fines, or penalties of or from any third parties or regulatory agencies relating to the content of, makeup of, or title to the Residuals.
6. Each party shall be responsible for obtaining the necessary permits and approvals for its obligations set forth in this Agreement. Each party agrees to reasonably cooperate in assisting the other party in obtaining the necessary approvals or permits. Denali Water Solutions will be responsible for obtaining samples and any required lab analyses of the Residuals. Denali will pay for the lab analyses.
7. To the extent Denali places storage tanks or other equipment at Customer's location(s), all equipment Denali furnishes to Customer shall remain the property of Denali. Customer shall: (a) keep the equipment free from all encumbrances and claims; (b) not remove equipment without Denali's prior written consent; and (c) be liable for all damage, loss, or unauthorized removal of equipment caused by Customer, its employees and agents. Customer shall be responsible for any costs associated with the installation, maintenance and removal of such equipment.
8. Customer may terminate this Agreement, with or without cause, by providing written notice to Denali.
9. Denali shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying Customer in the following amounts: (i) comprehensive general liability - \$1,000,000 combined aggregate; (ii) automobile liability - \$1,000,000 combined aggregate and (iii) workers compensation – as required by law. Denali shall furnish to Customer appropriate certificates of coverage for such insurance. The insurance may not be canceled without at least fifteen (15) days' advance written notice to Customer. The insurance shall name Customer as an additionally insured party. Any required deductible or co-insurance amount shall be paid by Denali.
10. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of Customer payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted,

and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

11. Denali shall comply with the statutory provisions prohibiting employment of illegal aliens, as set forth on Exhibit B, attached hereto and incorporated herein by such reference.
12. The parties agree that Customer is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to Customer, its officers, or its employees.
13. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.
14. This Agreement constitutes the entire agreement between Denali and Customer, supersedes all prior agreements for the subject matter hereof, and can only be modified in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of each party and its successors, assignees, personal representatives, and acquirers, but Customer shall not be released of its obligations unless Denali agrees in writing. Denali expressly limits acceptance of this Agreement to the terms herein, and all courses of dealing and performance, usage of trade, and verbal agreements not reduced to writing signed by both parties shall not be binding upon the parties. By signing this Agreement, Customer hereby appoints Denali as its agent for the limited purpose of executing any required manifests, logs, or other documents relating to the services provided hereunder. The Customer signatory above is authorized to sign this Agreement.

Exhibit A

Service	Estimated Volume	Unit/Measure	Rate
Liquid Biosolids Haul/Application	4,291,139 gallons	gallon	\$0.079
Completed Annual Report	Report due by Jan 19 th	—	NA
Mobilization Fee	One time	—	\$11,000.00

Total contract not to exceed \$350,000.00.

Exhibit B
REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS

Denali shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services; or
2. Enter into a contract with a contractor that fails to certify to the Denali that the contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

Denali has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the Department of Labor and Employment program.

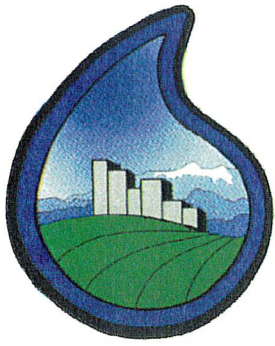
Denali is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If Denali obtains actual knowledge that a contractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Denali shall be required to:

1. Notify the contractor and the contracting state agency or political subdivision within three days that the Denali has actual knowledge that the contractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the contractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the contractor does not stop employing or contracting with the illegal alien; except that the Denali shall not terminate the contract with the contractor if during such three days that contractor provides information to establish that the contractor has not knowingly employed or contracted with an illegal alien.

Denali shall comply with any reasonable request by the Department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statutes.

IF DENALI VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS, CUSTOMER MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, DENALI SHALL BE LIABLE FOR ACTUAL AND CONSEQUENTIAL DAMAGES TO CUSTOMER.



Veris Environmental, LLC

53036 Highway 71
Limon, CO 80828

Phone: 719-775-9870
Fax: 719-775-9871

204 S. Bowen Street
Longmont, CO 80502

Phone: 303-651-7070
Fax: 303-651-0309

September 25, 2020

UPDATED: October 20, 2020

Wayne Ramey
Ramey Environmental

Marco Carani
Town of Johnstown
450 S Parish Ave
Johnstown, CO 80534

REF: Sludge Removal from Pond 2 – Johnstown CO

Dear Mr. Carani,

Veris can remove and land apply the accumulated biosolids from Pond 2 located at the Town's WWTP east of Johnstown at any volume the Town wishes above 1 million gallons.

Based upon budget numbers that Wayne Ramey provided after the bid, the Town wishes to remove up to \$500,000.00 worth of sludge between Pond 2 and 1. This equates to 6,189,873 gallons ((\$500,000 - \$11,000) divided by \$.079 per gallon) or 952 loads at 6,500 gallons each. Based upon getting a Notice of Award and getting contracts executed in early to mid-November, Veris would plan to start the dredging and land application right after Thanksgiving, weather and field conditions permitting. We intend to operate two application units which will allow us to land apply about 40 loads per operational day. Therefore, we anticipate this project will take about 24 operational days to complete. Please note that these are operational days and the operation is weather dependent at the lagoon and at the application site.

The Town will need to remove the floating aeration system, cables, ropes and floating weed mats prior to Veris mobilizing on site. The Town can keep the lagoon in operation while we dredge the solids. However, we would ask that the aeration system be turned off. This will help increase the total solids our dredge can pump thereby costing the Town less money.