Town of Camp Verde Vision Statement
"Camp Verde is welcoming, a safe community, a vibrant economy, thoughtfully growing, and offering an exceptional quality of life."

AMENDED AGENDA
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, MARCH 11, 2026 at 5:00 P.M.
ZOOM MEETING LINK:
https://us02web.zoom.us/j/88509002031?pwd=xyNLKYipcTsbebMp0DLESThb82IlsH.1
one Tap Mobile: 1-253-215-8782 or 1-346-248-7799
Meeting ID: 885 0900 2031
Passcode: 397746

Note: Council member(s) may attend Council Sessions either in person, by telephone, or internet/video conferencing.

1. **Call to Order**

2. **Roll Call.** Council Members Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock, Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.

3. **Pledge of Allegiance**

4. **Consent Agenda –** All those items listed below may be approved by one motion as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

   a) **Approval of the Minutes:**
      1) Special Session (Public Portion) – February 11, 2026 at 6:00 p.m.
      2) Special Session (Public Portion) – February 18, 2026 at 5:00 p.m.
      3) Regular Session (Public Portion) - February 18, 2026 at 6:00 p.m.
      4) Special Session (Public Portion) - February 20,2026 at 2:00 p.m.
      5) Special Session – February 25, 2026 at 5:00 p.m.

   b) **Set Next Meeting, Date and Time:**
      1) Work Session – March 12, 2026 at 9:00 a.m.
      2) Regular Session – March 18.2026 at 6:00 p.m.
      3) Work Session – March 25, 2026 at 5:00 p.m.
      4) Regular Session – April 1, 2026 at 6:00 p.m.
      5) Work Session – April 8, 2026 at 5:00 p.m.

5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS *§38-431.01(H)*

6. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Sustaining Flows, Earth Day, Camp Verde School District, Friends of the Verde River and Verde Valley Housing Advisory Committee.

7. **Special Announcements and Presentations.** All presentations are limited to 15-minutes.

   - **Administration of Oath of Office of newly hired Town employees.** Staff Resource: Town Clerk Leah Rhodes.

   - **Presentation on the use of partnership agreements with non-profits who use Town Parks and Recreation facilities.** Staff Resource: Town Manager Miranda Fisher.

   - **Presentation of the Verde River Watershed Report Card by Friends of the Verde River Executive Director David Gressly.** Staff Resource: Town Manager Miranda Fisher.

8. **Discussion, consideration, and possible approval of Resolution 2026-1209 authorizing execution of an Agreement with SiteLogIQ for the installation of a solar energy system at the Wastewater Treatment Plant, and Resolution 2026-1211 authorizing the execution and delivery of an equipment lease-purchase agreement, escrow agreement, and related documents to finance certain energy conservation measures to be implemented by the Town**. Staff Resource: Town Manager Miranda Fisher and Finance Director Michael Showers. Pg. 5

9. **Discussion, consideration and possible approval to contract with Justice AV Solutions, Inc. to upgrade the courtroom JAVS recording system in compliance with Arizona Judicial recordkeeping standards in an amount not to exceed $67,000.** Court Administrator Veronica Pineda.

10. **Discussion, consideration, and possible approval to dispose of contaminated soil excavated from the Wastewater Treatment Plant West Lagoon to the Waste Management Gray Wolf Landfill in the amount not to exceed $175,000.** Staff Resource: Utilities Director Lisa Vaughan. Pg. 103

11. **Public Hearing: Discussion, consideration, and possible approval of Resolution 2026-1205 adopting the 2026 General Plan.** Staff Resource: Town Manager Miranda Fisher.
    Staff Comments
    Open Public Hearing
    Close Public Hearing
    Council Discussion

12. **Discussion, consideration, and possible approval of Resolution 2026-1207 approving the Congressionally Directed Spending priorities.** Staff Resource: Town Manager Miranda Fisher.

13. **An executive session pursuant to A.R.S. § 38-431.03(A)(3), (A)(4), and (A)(7) for discussion or consultation for legal advice and to consider its position and instruct the Town Attorney and its representatives regarding contracts for the lease of real property. The purpose of the executive session is to consider term sheets for the Equestrian Center and instruct its representatives regarding contract negotiations.** Staff Resource: Town Manager Miranda Fisher.

14. **An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice and to consider its position and instruct the Town Attorney regarding contracts that are the subject of negotiations. The purpose of the executive session is to discuss an amendment to the Development Agreement with Boulder Creek Camp Verde LCC related to the High View at Boulder Creek Planned Area Development.** Staff Resource: Town Manager Miranda Fisher.

15. **Discussion, consideration and possible approval of Resolution 2026-1208 approving an amendment to the Development Agreement with Boulder Creek Camp Verde LCC related to the High View at Boulder Creek Planned Area Development.** Staff Resource: Town Manager Miranda Fisher.

16. Adjournment

Note: Upon a public majority vote of a quorum of the Town Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the purpose of discussion or consultation for legal advice with the Town Attorney as permitted by A.R.S. § 38-431.03(A)(3). Any other executive sessions will be separately included on the agenda above if an executive session will be held at the meeting.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. Pursuant to Town Code, Section 2-3-7.1 the Mayor shall call for a vote of the Council to allow the meeting to continue past the deadline of 10:00 p.m. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on March 9, 2026 at 5:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk.

Leah Rhodes

Leah Rhodes, Town Clerk

Town Council
Agenda Information Memorandum

Meeting Date: March 11, 2026

Agenda Item Type:

☐ Consent Agenda ☐ Informational Presentation ☐ Discussion Ite
☒ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Manager
Staff Resource: Town Manager Miranda Fisher & Finance Director Michael Showers

Agenda Title: Discussion, consideration, and possible approval of Resolution 2026-1209 authorizing execution of an Agreement with SiteLogIQ for the installation of a solar energy system at the Wastewater Treatment Plant, and Resolution 2026-1211 authorizing the execution and delivery of an equipment lease-purchase agreement, escrow agreement, and related documents to finance certain energy conservation measures to be implemented by the Town.

Attached Documents:
- Resolution 2026-1209
- Agreement for Solar Energy System Installation at the Wastewater Treatment Plant with SiteLogIQ
- Resolution 2026-1211
- Equipment Lease Purchase Agreement

Estimated Presentation Time: 10 minutes **Estimated Discussion Time:** 20 minutes

Reviewed By:

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:**

The project will be financed through a tax-exempt municipal lease-purchase structure. Debt service will be paid from the Utilities enterprise fund. The solar installation is anticipated to generate long-term operational savings by reducing electricity purchases from APS.

- Funding Source / GL Account Number:
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

At the December 17, 2025 meeting, Town Council approved Resolution 2025-1201, authorizing execution of an agreement with SiteLogIQ for services related to the solar energy project.

At the March 11, 2026 meeting, Town Council will consider and possibly approve Resolution 2026-1209 executing an Agreement for Solar Energy System Installation at the Wastewater Treatment Plant and Resolution 2026-1211 authorizing the execution and delivery of an equipment lease-purchase agreement, escrow agreement, and related documents to finance certain energy conservation measures to be implemented by the Town.

Resolution 2026-1209 – Agreement for the Solar Energy System Installation
SiteLogIQ is an awarded vendor under The Interlocal Purchasing System Contract No. 240201 – Renewable Energy and Solar Solutions. Pursuant to Arizona law and the Town's procurement authority, the Town may utilize cooperative purchasing contracts that have been competitively solicited and awarded through qualified cooperative purchasing programs. This approach allows the Town to procure services efficiently while ensuring compliance with state procurement requirements.

The Energy Services Agreement provides for:

- Engineering, design, and project development services
- Procurement of solar equipment
- Construction and installation of the solar array
- System commissioning and performance verification
- Ongoing monitoring and related services as outlined in the agreement

The agreement incorporates the terms and pricing structure available through the TIP Cooperative Purchasing Contract.

Resolution 2026-1211 – Equipment Lease Purchase Agreement
Resolution 2026-1211 authorizes the Town to enter into an equipment lease-purchase agreement with Webster Public Finance Corporation to finance certain energy conservation measures, including the solar energy project associated with the Wastewater Treatment Plant. The agreement allows the Town to finance the project in an amount not to exceed $1,500,000, with a term extending no later than February 15, 2046 and an interest rate not to exceed 5.00%.

The resolution also authorizes the execution of an escrow agreement to manage and disburse the financing proceeds for project-related expenses. Lease payments will be subject to annual appropriation by the Town Council and do not constitute a general obligation debt of the Town or require the levy of taxes. The resolution further delegates authority to designated Town officials to finalize transaction details, select an escrow agent, and execute the necessary documents to complete the financing.

Connection to the FY25-FY30 Strategic Plan

This project supports the Town's FY25–FY30 Strategic Plan by promoting long-term fiscal sustainability, investing in critical infrastructure, enhancing operational efficiency, and advancing sustainability and responsible resource management.

Question(s) before the Council:

- Does Council have any questions for staff, SiteLogIQ, or D.A. Davidson

Proposed Motion:
Move to **APPROVE** Resolution 2026-1209 authorizing execution of an Agreement with SiteLogIQ and Resolution 2026-1211 authorizing the execution and delivery of an equipment lease-purchase agreement, escrow agreement, and related documents to finance certain energy conservation measures to be implemented by the Town.

OR

Move to **DENY** Resolution 2026-1209 and Resolution 2026-1211.

RESOLUTION NO. 2026-1209

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN ENERGY SERVICES AGREEMENT WITH SITELOGIQ FOR THE INSTALLATION OF A SOLAR ENERGY SYSTEM AT THE TOWN'S WASTEWATER TREATMENT PLANT; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS

WHEREAS, at its December 17, 2025 meeting, the Town Council approved Resolution 2025-1201 authorizing execution of an agreement with SiteLogIQ for services related to the solar energy project; and

WHEREAS, the Town Council now desires to consider and potentially approve the Energy Services Agreement for Solar Energy System Installation at the Town's Wastewater Treatment Plant; and

WHEREAS, SiteLogIQ is an awarded vendor under The Interlocal Purchasing System (TIPS) Contract No. 240201 – Renewable Energy and Solar Solutions; and

WHEREAS, pursuant to applicable Arizona law and the Town's procurement authority, the Town is authorized to utilize cooperative purchasing contracts that have been competitively solicited and awarded through qualified cooperative purchasing programs; and

WHEREAS, the Energy Services Agreement provides for engineering, design, and project development services; procurement of solar equipment; construction and installation of the solar array; system commissioning and performance verification; and ongoing monitoring and related services as outlined in the agreement; and

WHEREAS, the Agreement incorporates the terms and pricing structure available through the TIPS Cooperative Purchasing Contract; and

WHEREAS, the project supports the Town's FY25–FY30 Strategic Plan by promoting long-term fiscal sustainability, investing in critical infrastructure, enhancing operational efficiency, and advancing sustainability and responsible resource management.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute the Energy Services Agreement with SiteLogIQ for installation of a solar energy system at the Town's Wastewater Treatment Plant, in a form approved by the Town Attorney.

Section 2. The Town Manager and staff are authorized to take all actions necessary to implement the Agreement.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Arizona, this 11th day of March, 2026.

Marie Moore, Mayor Date:

Attest:

Leah Rhodes, Town Clerk Date:

Approved As To Form:

Trish Stuhan, Town Attorney Date:

PLANNING FOR TOMORROW BY BUILDING TODAY

Town of Camp Verde

Agreement For Solar Energy System Installation at the Wastewater Treatment Plant

sitelogiQ

42020 N. Club Pointe Drive
Anthem, Arizona 85086
(602) 881-1313
SitelogIQ.com

TABLE OF Contents

This Energy Services Agreement (hereafter the "Agreement") is made and entered into as of this 11th day of March, 2026 ("Effective Date") by and between SitelogIQ, Inc., a Delaware corporation having corporate offices at 80 South 8th Street, Suite 1850, Minneapolis, MN 55402, (hereafter "SitelogIQ" or "Contractor"), and Town of Camp Verde (hereinafter, the "Client"), having its principal offices at 473 S Main St STE 102, Camp Verde, AZ 86322. This Agreement is for the purpose of furnishing the solar array described in Schedule A, guaranteeing a minimum energy production capacity as outlined in Schedule E and providing the optional Operations and Maintenance and Annual Energy Production Guarantee outlined in Schedule E and Exhibits B & C.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have each executed the Agreement, valid as of the Effective Date, contingent upon execution of the project financing agreement.

Town of Camp Verde	**SitelogIQ, Inc.**
______________________	______________________
Signature	Signature
______________________	______________________
Printed Name	Printed Name
______________________	______________________
Title	Title

RECITALS

WHEREAS Contractor is an awarded vendor under The Interlocal Purchasing System (TIPS) Contract No. 240201, Renewable Energy and Solar Solutions (the "Cooperative Purchasing Contract"); and

WHEREAS pursuant to applicable Arizona law and the Town's procurement authority, the Town is authorized to utilize cooperative purchasing contracts; and

WHEREAS the Town desires to procure services and/or supplies from Contractor in accordance with the terms of the Cooperative Purchasing Contract.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

ARTICLES

Article 1 – The Work and Payment

Article 1.01 – Definitions and Acronyms

Definitions.

Unless another intention clearly appears, words and phrases (including technical words and phrases and such others as have acquired special meaning) shall be construed according to rules of grammar.

Whenever the following terms, or pronouns in place of them, are used in this Agreement and the schedules and exhibits thereto, the intent and meaning shall be interpreted as follows:

Agreement: This Energy Services Agreement.

Agreement Price: The Agreement Price for the Work set forth in **Schedule B** of this Agreement.

Annual Guarantee Report: A report detailing the reconciliation calculations and results for the current guarantee year. (Applicable under Optional O&M production guarantee contract)

Base Utility Rates: See Article 2.05.

Certificate of Substantial Completion and Acceptance: Signed agreement indicating the Project Work is completed, except for punch list items, and acknowledging the acceptance of the Work by the Client. See **Schedule C**.

Change Order: Written agreements that change the scope or cost of the Work to be completed on the Project or granting an extension of contract time that are signed by the Client and SitelogIQ.

Contractor: SitelogIQ, Inc., which is the individual, firm, or corporation contracting for and undertaking prosecution of Work on a Project arising out of this Agreement.

Contract Documents: The documents comprising and detailing the Project, Work, and Services that shall be completed by SitelogIQ, its Contractor(s), and Subcontractor(s).

Dispute: Any dispute, controversy, or claim arising out of or relating to this Agreement or any breach thereof.

Client: Town of Camp Verde, Arizona.

Equipment: All machinery, tools, and apparatus, together with the necessary supplies for upkeep and maintenance, necessary for the proper construction and acceptable completion of the Work within its intended scope.

Guaranteed Energy Production: The amount of energy production that is guaranteed by SitelogIQ and identified in **Schedule E**.

Hazardous Materials: Asbestos and materials containing asbestos, pollutants, petroleum, polychlorinated biphenyls (PCBs), mold, radioactive materials, urea formaldehyde, hazardous wastes, hazardous materials or contaminants, lamps, and ballasts

Materials: Any substance specified for use in the performance of Work.

Parties: SitelogIQ and the Client.

Payment Bond: A bond provided by SitelogIQ to secure the right of Subcontractors to receive payments for labor and Materials provided under the construction portion of this Agreement.

Performance Bond: A bond provided by SitelogIQ for the faithful performance of the Work to be performed under the construction portion of this Agreement.

Production Guarantee Term: See **Schedule E**.

Project: All of the repurposing of and/or infrastructure improvements to the existing facility and/or grounds.

Project Cost: The sum of the Agreement Price, Project Financing Cost and the Technical Resource Services Contract price for the term of this Agreement.

Scope of Work: See **Schedule A**.

Services: See **Schedule A**.

Subcontractor: An individual, firm, or corporation contracting with the Contractor for and undertaking prosecution of a portion of the Contractor's Work on a Project arising out of this Agreement.

Total Annual Energy Production: The Energy Production as defined in Article 2.02.

Work: The furnishing of all labor, Materials, Equipment, and other incidentals necessary or convenient to the successful completion of the Energy Services identified in **Schedule A**.

Article 1.02 – Scope

SitelogIQ will provide the Client with Work, as indicated in **Schedule A** of this Agreement, and perform the optional Services, detailed on **Exhibit B** of this Agreement. To the extent that SitelogIQ self-performs the Work, it shall supervise and direct the Work and control all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement. To the extent that SitelogIQ enters a subcontract for the performance of a subset of the full Scope of Work, the Subcontractor shall supervise and direct the Work and control all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement. Notwithstanding, SitelogIQ shall ensure Subcontractor complies with all safety requirements. SitelogIQ shall pay for all labor, Materials, Equipment, tools, construction equipment and machinery, transportation, and other facilities and Services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Work does not include any modifications or alterations to the Premises which are not expressly defined within **Schedule A** including any modifications or alterations that may be required by operation of the Americans with Disabilities Act or any other federal, Arizona, or local law or applicable building code.

Article 1.03 – Price and Payment

The Agreement Price for the Work described in **Schedule A** shall be set forth in **Schedule B** of this Agreement. The Client shall make progress payments within fourteen (14) days of receipt of SitelogIQ's application for payment. SitelogIQ may include all Materials delivered to the Project or to an off-site storage facility and all Work performed on-site and off-site when verified by the Client in its pay application. Final payment, constituting the entire unpaid balance for the Work, shall be made to SitelogIQ within sixty (60) days of final acceptance of the Work as a whole. Payments may be withheld on account of any material breach of this Agreement by SitelogIQ and claims by third parties (including SitelogIQ's Subcontractors and Material suppliers), but only to the extent that written notice has been provided to SitelogIQ and SitelogIQ has failed, within fifteen (15) days of the date or receipt of such notice, to provide adequate security to protect the Client from any loss, cost, or expense related to such claims. The Agreement Price is a final price under the terms and conditions of this Agreement, and it may not be amended or changed except upon the mutual written agreement by the Parties pursuant to a negotiated Change Order. No Change Order shall be issued except in the case of the request by the Client to increase the Scope of Work in excess of the scope in **Schedule A**, increase of Agreement Price in excess of the Agreement Price listed in **Schedule B**, pursuant to a delay (Article 1.05) or changed or unknown condition (Article 1.08), or any other reason mutually agreed upon by the Client and SitelogIQ.

Fees charged under Schedule E for yearly M&V shall be in addition to the Agreement Price and shall be paid as outlined in Schedule E.

Article 1.04 – Completion

Upon completion of the Work, SitelogIQ will provide the Client with a written notice that the Work is ready for final inspection and acceptance. Upon receipt of that notice, the Client and SitelogIQ shall inspect the Work and determine whether the same has been performed in accordance with this Agreement. If the Work has been performed in accordance with this Agreement, the Client shall issue a Certificate of Substantial Completion and Acceptance.

Article 1.05 – Delays

If SitelogIQ is delayed in the commencement or completion of any part of the Work due to events beyond SitelogIQ's control and without the fault or negligence of SitelogIQ (including but not limited to fire, flood, labor disputes, unusual delays in deliveries, unavoidable casualties, abnormal adverse weather, pandemics, utility company delays, governmental or judicial actions, inflation, labor or material shortages, supply chain shortages or issues, reduced transportation availability, quarantines, or acts of God), or due to the Client's action(s) or the Client's failure to perform its obligations under this Agreement or to cooperate with SitelogIQ in the timely completion of the Work, then SitelogIQ will notify the Client in writing of the existence, extent of, and reason(s) for such delay(s). SitelogIQ shall endeavor to provide such notice within twenty-one (21) days of learning of the event beyond SitelogIQ's control or Client action. Notwithstanding, failure to provide formal written notice shall not prohibit SitelogIQ from making a claim for delay. SitelogIQ and the Client shall extend the contract time by a Change Order and permit any substitutions, additions, or deletions within the Scope of Work of this Agreement, for such reasonable time, as they shall agree. Consent for such a Change Order may not be unreasonably withheld.

Article 1.06 – Equipment and Personnel

The Work may include the installation of Equipment specified by SitelogIQ as a part of the Agreement and the cost of the Equipment is included in the Agreement Price. The Client shall provide mutually satisfactory space for the installation and operation of the Equipment, other items referred to in **Schedule A** and shall protect such Equipment, in the same careful manner that the Client protects its other property. The Client shall provide access to the Premises for SitelogIQ and its Contractors or Subcontractors during regular business hours, or such other hours as may be requested by SitelogIQ and acceptable to the Client, to install, adjust, inspect, maintain and repair the Equipment and to otherwise complete the Work and other duties and responsibilities under this Agreement. SitelogIQ shall have free access to the Premises to correct any emergency condition. Other than Equipment specifically purchased by the Client as outlined in the schedules attached to this Agreement, all Contract Documents, schematics, test Equipment, software, tools, and associated media remain the exclusive property of SitelogIQ. The Client agrees that such Equipment has been placed on the site to allow SitelogIQ to perform the Work and Services but that such Equipment will be returned to SitelogIQ at the end of the Performance Guarantee Term or upon termination of this Agreement. The Client agrees to allow SitelogIQ personnel and/or SitelogIQ authorized Contractors, Subcontractors, or agents to retrieve and to remove all such Materials remaining after installation or maintenance operations have been completed. The Client acknowledges that all SitelogIQ software included is proprietary and will be delivered and used only under the provisions of an appropriate software license agreement that will limit its use to the system purchased under this Agreement.

Personnel assigned by SitelogIQ to perform Work or provide Services under this Agreement shall at all times be considered employees of SitelogIQ. Personnel assigned by Contractors or Subcontractors to perform Work or provide Services under this Agreement shall be considered employees of that Contractor or Subcontractor assigning said employee. Unless listed in a schedule or amended via Change Order, no employee of SitelogIQ, its Contractors, or its Subcontractors shall be considered an employee of the Client. No joint employment is intended by this Agreement and the relationship between SitelogIQ and the Client shall be one of independent contractor.

Article 1.07 – Permits, Governmental Fees and Access

SitelogIQ shall be responsible for obtaining all permits and related permit fees associated with the Work and Services. SitelogIQ shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution of the Work. The Client shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes and shall be responsible for real estate and personal property taxes where applicable. The Client shall also be responsible for securing any grants/credits required for funding process. SitelogIQ shall assist the Client in the application process, but in no way guarantees or promises that the Client qualifies for or will otherwise receive a grant/credit. In the event that the Work requires entry upon any third-party property, SitelogIQ will help the Client in obtaining access, but responsibility for access shall belong to the Client. SitelogIQ shall, on the Client's behalf and with its cooperation, prepare all the necessary documentation and information for filing, if the Client is required or requested by an applicable state agency to complete such filings for up to five years from final acceptance.

Article 1.08 – Concealed or Unknown Conditions

In the performance of the Work, if SitelogIQ encounters conditions at the Premises that are concealed and unknown physical conditions that differ materially from those indicated on the information provided by the Client, or unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, SitelogIQ shall notify the Client of such conditions in writing within twenty-one (21) days after first observing the conditions. SitelogIQ shall not significantly disturb the same prior to the Client's inspection of the same. The Client will promptly investigate such conditions and, if the Client determines that such conditions (i) differ materially from the reasonably assumed conditions at the time the Parties agreed upon the Scope of Work or SitelogIQ delivers final drawings and specifications to the Client, whichever is later; (ii) could not be discovered by SitelogIQ by the exercise of reasonable diligence; and (iii) cause an increase in SitelogIQ's cost of, or time required for, performance of any part of the Work, SitelogIQ and the Client shall mutually agree that SitelogIQ shall be entitled to a Change Order, an equitable adjustment in the Agreement Price or that the Client has the right to revise the Scope of Work to mitigate the increased costs. SitelogIQ shall be alert to any indication or evidence of existing underground or concealed utilities or structures not shown on the drawings or any Project document and shall immediately notify the Client of discovery of such evidence. If SitelogIQ encounters such utilities or structures, it shall cease operations immediately to minimize damage and shall notify the Client.

SitelogIQ shall bear the cost of damage resulting from its failure to exercise reasonable care in its construction activity or from continuing operations without notifying the Client. SitelogIQ shall not bear the cost of damages resulting from utility strikes caused by the failure of the Client, a utility company, or a third-party's failure to reasonably investigate the existence of and adequately mark said utility. Under no circumstances shall SitelogIQ bear the costs of damages, including expectation damages, resulting from a concealed or unknown condition.

Article 1.09 – Damage to Equipment; Casualty or Condemnation of Premises

Any fire, flood, other casualty or condemnation affecting any portion of the Premises may be a material change. If so, the notice required by the Production Guarantee shall be given so that a utility base year modification may be made. If any fire, flood, other casualty, or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Work is to be performed, or of a key component of the Equipment, SitelogIQ may terminate this Agreement by delivery of a written notice to the Client. If any significant item of Equipment is irreparably damaged by the negligence or willful misconduct of an employee, agent or invitee of the Client, or is destroyed or stolen, and if the Client fails to repair or replace said item within a reasonable period of time, SitelogIQ may terminate this Agreement by delivery of a written notice to the Client. The Client shall pay SitelogIQ for all parts of the Work furnished through the date of termination.

Article 1.10 – Cleanup

SitelogIQ shall keep the Premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, SitelogIQ shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus Materials. Unless otherwise stated in the Contract Documents, the Client shall not utilize waste or rubbish receptacles placed on the Premises by SitelogIQ.

Article 1.11 – Safety

SitelogIQ shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. SitelogIQ shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. SitelogIQ shall cause its Contractors, Subcontractors, and any other personnel performing Work on the Project to comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property.

The Client shall inform its employees and agents that entering the area where the performance of Work and Services will occur is prohibited, except when the Client provides SitelogIQ with written notice that an employee or agent of the Client shall be present in the area where the performance of Work and Services will occur. Such written notice shall be provided at least twenty-four (24) hours before the employee or agent of the Client will be present in the area where the performance of Work and Services will occur.

Article 1.12 – Upgrading or Altering the Equipment

SitelogIQ shall have the right to replace, delete or substantially alter any item of Equipment, add additional Equipment, revise any procedures described in **Schedules A or F**, or take other actions to increase energy production, subject to the Client's prior written approval, which shall not be unreasonably withheld, delayed or conditioned. All replacements, deletions, substantial alterations, or additions of Equipment or revisions to the prescribed procedures shall be described in an additional schedule to be attached hereto. Replacements, substantial alterations, or additions of Equipment shall belong to and become the property of the Client and shall be part of the Equipment for purposes of this Agreement.

Article 2 – Energy Production Guarantee

Article 2.01 – Production Guarantee

SitelogIQ will conduct a detailed performance test at commissioning following construction. Contractor guarantees that, under the test conditions (including module temperature and solar irradiance), the System will achieve the projected energy output. Contractor provides a one (1) year workmanship warranty for labor and parts as described in Article 8.01, and the PV modules and inverters are covered by the applicable manufacturers' warranties as further described in Article 8.

The Client has the option of extending the performance guarantee to an annual guarantee by signing up for an O&M agreement at an additional cost that would continue the monitoring past the one-year warranty and make necessary minor repairs to meet the annual guaranteed kWh output goal.

If the Client elects the optional O&M and Energy Production Guarantee option, SitelogIQ will guarantee that the Total Actual Energy Production during the Performance Guarantee Term of this Agreement will be at least the Guaranteed Energy Production identified in Schedule E. In the event Total Actual Energy Production realized by the Client is less than the Guaranteed Energy Production, SitelogIQ will take steps to modify the System to meet future requirements and will remit to the Client an amount equal to such current deficiency as specified in Article 2.08.

Article 2.02 – Energy Production

SitelogIQ has modeled Year 1 annual energy production to be 627,541 kWh. If the Client elects the optional O&M and Energy Production Guarantee option, SitelogIQ will calculate and report the actual Energy Production achieved by the array pursuant to the methodology outlined in Schedule E and the Exhibits.

Article 2.03 – Energy Production Guarantee Commencement Date and Term

If the Client elects the optional O&M and Energy Production Guarantee option, the Energy Production Guarantee Commencement Date shall be the first day of the first month after the Client executes the Certificate of Substantial Completion and Acceptance. The Performance Guarantee Term shall begin as of the date identified in Schedule E (Energy Production Guarantee). The annual Guarantee Period end date and annual reconciliation date are identified in Article 2.06.

Article 2.04 – Disputes Regarding Total Actual Production

In the event SitelogIQ and the Client disagree as to the Total Actual Production in any billing period or guarantee year during the Optional Performance Guarantee Term, resolution of such disagreement will be negotiated in good faith by the Parties. If good faith negotiations fail, the Dispute regarding Total Actual Production shall first be submitted to mediation. Said mediation shall commence no later than thirty (30) days after the failure of good faith negotiations in the locality where the Premises are situated and in accordance with the then prevailing rules of the Construction Industry Mediation Rules of the American Arbitration Association. Such time for mediation may be extended in the event that a mediator is not able to hold a mediation within the thirty (30) days after the failure of good faith negotiations. In the event that the Dispute regarding Total Actual Production is not resolved by the mediation, either party may proceed to initiate a legal action in a court of competent jurisdiction.

Article 2.05 – Base Utility Rates

The Base Utility Rate at the WWTP is APS E-32M, and reflects the rates in effect for the facility as of the Effective Date. For estimated cash flow purposes, the Base Utility Rates are escalated by four percent (4%) annually for Years 2-20.

Article 2.06 – Guarantee Reconciliation

If the optional O&M & EPG in Schedule E is selected, within sixty (60) days after the final month of each Guarantee Year and within sixty (60) days after the final month of the Production Guarantee Term, SitelogIQ will determine the Total Actual Energy Production for the immediately preceding annual period. Within thirty (30) days after completion of the reconciliation activities, SitelogIQ will deliver to the Client an Annual Guarantee Report. If the Total Actual Energy Production exceeds the Guaranteed Energy Production for any Guarantee Year, SitelogIQ will carry over the excess amount as a credit to future Guarantee Years. In the event the Total Actual Energy Production plus any carryover is less than the Guaranteed Energy Production for the period, SitelogIQ will modify the System at Contractor's expense or pay the Client the difference as shortfall compensation for that period, as provided in this Agreement.

Article 2.07 – Adjustments

The Guaranteed Energy Production and Total Actual Energy Production calculations for any Guarantee Year shall be adjusted to the extent that energy production is reduced due to: (a) Force Majeure Events or utility/grid outages or curtailments beyond Contractor's control; (b) the Client's failure to perform its responsibilities under Schedule F or Exhibits B & C, including failure to provide reasonable access to the System for inspection, maintenance, and repair; (c) damage to the System, theft, vandalism, shading, obstruction, or soiling conditions not caused by Contractor or its Contractors or Subcontractors; or (d) modifications, additions, relocations, or operational changes affecting the System that are not approved in writing by Contractor.

Contractor shall notify the Client in writing of any event requiring an adjustment within a reasonable time after becoming aware of the event. The Parties shall cooperate in good faith to determine the appropriate adjustment. Any Dispute regarding an adjustment will be resolved in accordance with Article 2.04.

Article 2.08 – Client Responsibilities

The Client agrees to perform the following tasks:

A. Maintain and/or Replace Equipment: Once the Contractor warranty is up, Client agrees to properly maintain and/or replace all energy producing Equipment identified in Schedule A that will have an impact on SitelogIQ's ability to meet its obligations in Schedule E (optional O&M) with Equipment of equal or better energy and operational efficiencies.

B. Correct Problems and Provide Notification: Promptly correct, and provide SitelogIQ notice of, system and building changes that impact the Work identified in Schedule A or SitelogIQ's ability to meet its obligations in Schedule E.

C. Utility Bills: Provide SitelogIQ copies of all applicable utility bills to enable SitelogIQ to validate metered production and to provide the Services outlined in this Agreement.

Article 3 – Client Obligations

Article 3.01 – The Client's Adherence to Procedures and Methods of Operation

The Parties acknowledge and agree that the System's energy production may be affected by site conditions and by the Client's operation and maintenance of the Premises and the Equipment. The Client shall perform its responsibilities in Schedule F and, if applicable, Exhibits B & C and shall not take any action (or fail to act) that materially reduces energy production, including creating or allowing shading or obstruction of the PV array, disconnecting or disabling the System, or failing to promptly address known issues.

Article 3.02 – Compliance with Schedule F

SitelogIQ shall have the right, with or without prior notice to the Client, to inspect the Premises and the System to determine the Client's compliance with Schedule F and, if applicable, Exhibits B & C, and to diagnose performance issues. The Client shall have the right to witness each inspection when reasonably practicable. If an inspection discloses that the

Client has not complied with Schedule F (or Exhibits B & C, if applicable) and such noncompliance materially affects energy production, SitelogIQ's obligations under the Energy Production Guarantee may be adjusted pursuant to Article 2.07.

Article 3.03 – Actions by the Client

The Client agrees to maintain the Equipment in good repair and to promptly notify SitelogIQ of any observed conditions, outages, damage, or operational issues that may affect energy production. The Client shall not move, remove, alter, or modify the Equipment or any part thereof, and shall not make changes to the Premises that materially affect the System (including shading or obstruction), without SitelogIQ's prior written consent (which may be provided via e-mail), except in an emergency. If the Client's actions or failures materially affect energy production, SitelogIQ's obligations under the Energy Production Guarantee may be adjusted pursuant to Article 2.07.

Article 3.04 – Damage to or Destruction of Equipment

If any significant item of Equipment is irreparably damaged by the negligence, intentional act, willful misconduct, or wanton misconduct of an employee of the Client, destroyed, or stolen, and if the Client fails to repair or replace said item within a reasonable period of time, not to exceed one hundred twenty (120) days, SitelogIQ may terminate this Agreement by delivery of a written notice to the Client, whereupon both Parties shall have no further liability to each other. Any such termination shall not be considered an event of default on the part of either party, and SitelogIQ shall be relieved from any further obligations under the Energy Production Guarantee.

Article 3.05 – Client Representations and Warranties

The Client hereby warrants and represents to SitelogIQ that:

A. The Client has provided SitelogIQ with all records requested by SitelogIQ, and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects, except as may be disclosed by the Client in writing attached to this Agreement;

B. The Client shall provide to SitelogIQ any other documents reasonably requested to consummate this Agreement or any schedule or attachment hereto as reasonably required under this Agreement;

C. No approval, consent or authorization is required from any governmental authority with respect to the execution, delivery or performance of this Agreement, or if such approval, consent or authorization is required, it has been obtained;

D. There are no suits, actions or proceedings threatened or pending against the Client, which would adversely affect the Client's ability to perform its obligations under this Agreement;

E. The Client has furnished (or caused its energy suppliers to furnish) to SitelogIQ, upon its request, accurate and complete data concerning energy usage for the Premises, including the following data for up to the most current thirty-six (36) month period or other mutually agreed to period less than thirty-six (36) months: utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; description of all energy consuming or saving Equipment used in the Premises; description of any major malfunction or abnormal operations at the Premises during such thirty-six (36) month period; description utilized of energy management procedures presently utilized; and

F. The Client will provide SitelogIQ with copies of any successor or additional contracts for management or servicing of preexisting Equipment, which may be, executed from time-to-time hereafter within ten (10) days after execution thereof.

Any default of the aforementioned responsibilities by the Client shall be resolved through the remedies identified in Article 10.01.

Article 4 – Insurance

Article 4.01 – SitelogIQ's Liability Insurance

A. *Workers' Compensation Insurance.* SitelogIQ shall procure and maintain in effect, during the term of this Agreement, Workers' Compensation Insurance in accordance with laws of the State of Arizona and federal law which adequately protects all labor employed by SitelogIQ during the life of this Agreement.

B. *Comprehensive General Liability Insurance.* SitelogIQ shall procure and maintain in effect during the term of this Agreement, Comprehensive General Liability Insurance or the equivalent in an amount not less than $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury Liability and $1,000,000 for Property Damage Liability. Underwriters will waive all rights of recovery against SitelogIQ or the Client.

C. *Automobile Liability.* SitelogIQ shall carry a combined single limit of $1,000,000, any automobile.

D. *Professional Liability.* SitelogIQ shall procure and maintain in effect during the term of this Agreement, Professional Liability Insurance in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

E. *Evidence of Insurance.* SitelogIQ will provide a certificate of insurance to the Client, if requested, as evidence of the coverage's required herein.

F. *Additional Insured; Primary and Non-Contributory; Waiver of Subrogation.* To the extent commercially available and permitted by law, SitelogIQ shall cause its Commercial General Liability policy (and, if applicable, Umbrella/Excess policy) to include the Town of Camp Verde, its elected and appointed officials, officers, employees, and agents as Additional Insureds for ongoing and completed operations arising out of SitelogIQ's Work. Such insurance shall be primary and non-contributory with respect to any insurance carried by the Client. SitelogIQ shall also provide waivers of subrogation in favor of the Client where available by endorsement. Evidence of such endorsements shall be provided upon request.

Article 4.02 – The Client's Liability and Property Insurance.

A. The Client shall be responsible for purchasing and maintaining the Client's liability insurance of the type and amount the Client deems necessary and appropriate. The Client shall not be required to obtain builder's risk insurance, course-of-construction insurance, or other property insurance specifically covering the Work in progress. The Client shall be responsible for the expense of additional insurance coverage or limits only if the Client requests SitelogIQ obtain such additional insurance in excess of the limits described in Article 4.01.

B. The Client shall purchase and maintain property insurance on the Premises in the form and amounts the Client customarily carries for its facilities and operations. Nothing in this Agreement shall be construed to require the Client to (i) insure the Work in progress, or (ii) name SitelogIQ, or any of SitelogIQ's contractors, subcontractors, suppliers, agents, employees, or officers, as an additional insured, loss payee, or otherwise include their interests under any Client insurance policy.

C. Risk of Loss to Work Prior to Substantial Completion. Until the Work is accepted by the Client through execution of the Certificate of Substantial Completion and Acceptance (Schedule C) or earlier written acceptance by the Client, SitelogIQ shall be responsible for the care, custody, and control of the Work and shall bear the risk of loss or damage to the Work, including materials and equipment intended to become part of the Work, except to the extent caused by the negligence or willful misconduct of the Client or its employees, agents, or invitees. SitelogIQ shall promptly repair or replace, at its expense, any such lost or damaged Work.

D. Waiver of Subrogation (Property). To the extent permitted by applicable property insurance policies, the Client and SitelogIQ waive all rights against each other for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Premises or the Work. The Parties shall use commercially reasonable efforts to obtain waivers of subrogation by endorsement where available and permitted by law.

Article 5 – Hazardous Materials

Article 5.01 – Hazardous Materials; Environmental Requirements.

The Client recognizes that in connection with the Work at the Premises, SitelogIQ may encounter, but is not responsible for Hazardous Materials and the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof. The materials and activities listed in the foregoing sentence are referred to as "Excluded Materials and Activities." The Client acknowledges that the Client is the sole generator of any Excluded Materials and Activities and is solely responsible for every aspect of the Excluded Materials and Activities. The Client agrees that if performance of Work involves any Excluded Materials and Activities, SitelogIQ may perform or coordinate for the performance of such Work but the Client shall bear the sole risk and responsibility therefore to the fullest extent permitted by the laws of the state of Arizona. Furthermore, in handling any of the Client's property, including, without limitation, the Client's lighting ballasts that may contain PCBs and the Client's fluorescent tubes, SitelogIQ does not take title to any such property, nor does SitelogIQ assume any responsibility for the storage, handling, use, transportation, treatment, disposal, discharge, leakage, detection, removal or containment of such property. The Client shall be solely responsible for disposing of its Hazardous Materials in a timely manner and in accordance with all federal law, the law of the state of Arizona, and local law, as well as any code, statutes and regulations applicable thereto. At SitelogIQ's option, certain costs associated with Work related to Excluded Materials and Activities necessary for the implementation of the Equipment may be included in the Agreement Price. Notwithstanding SitelogIQ's inclusion of the costs associated with Work related to Excluded Materials and Activities in the Agreement Price, such costs are the responsibility of the Client and shall be incurred by the Client. SitelogIQ will reimburse the Client for such costs as a capital cost for the Project, but such reimbursement shall not make SitelogIQ liable for any Work related thereto. Upon disposition of Hazardous Materials by the Client, the Client shall provide to SitelogIQ copies of all manifests or other evidence or confirmation of removal of such Hazardous Materials showing the Client as the sole generator of such Hazardous Materials upon SitelogIQ's request for the same.

Article 6 – Indemnification and Limitation of Liability

Article 6.01 – Indemnification

SitelogIQ and the Client shall each defend, indemnify, and hold the other harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, resulting from death or bodily injury or damage to property of the other or third parties, to the extent caused by the sole negligence or willful misconduct of their respective employees or other authorized agents in connection with their activities with the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence, gross negligence, or intentional misconduct of the other party. If the Parties are both at fault, then the obligation to indemnify shall be proportional to their relative fault as determined by (a) agreement of the Parties, (b) a jury or court, (c) a third party neutral, or (d) any other mutual agreed upon process. The duty to indemnify and defend will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions which occurred prior to expiration or termination. Notwithstanding any provision to the contrary herein, neither party shall be liable to the other for any special, indirect, consequential, or punitive damages.

Article 6.02 - Limits of Liability

A. SitelogIQ's total liability to the Client for damages or injury to persons or property that may be caused by or arise through performing any obligation under this Agreement shall be limited only to losses proximately caused by SitelogIQ's negligence and only to the extent of the compensation received by SitelogIQ under this Agreement. Neither party will be liable to the other for any special, indirect, or consequential damages, whether in contract or tort, including negligence, or any other cause of action.

B. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY, NOR ITS OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY, ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AFFILIATES OR CONTRACTORS, FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF ANTICIPATED PROFITS (EXCEPT AS DERIVED FROM PAYMENT OR OTHER COMPENSATION DUE FOR PERFORMANCE HEREUNDER), LOSS OF USE OR REVENUE, LOSSES BY REASON OF COST OF CAPITAL CONNECTED WITH OR RESULTING FROM ANY PERFORMANCE OR LACK OF PERFORMANCE HEREUNDER REGARDLESS WHETHER A CLAIM IS BASED ON THIS AGREEMENT, TORT (INCLUDING NEGLIGENCE AND

EXCLUDING INTENTIONAL ACTS, GROSS NEGLIGENCE, AND WANTON MISCONDUCT) OR A THEORY OF STRICT LIABILITY; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION IS NOT INTENDED TO APPLY TO, AND SHALL NOT BE CONSTRUED TO LIMIT OR EXCLUDE, THE CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT. NEITHER PARTY SHALL HAVE ANY REMEDY AT LAW OR IN EQUITY WHICH IS INCONSISTENT WITH ANY PROVISION OF THIS AGREEMENT, AND NEITHER PARTY SHALL HAVE A RIGHT TO TERMINATE THIS AGREEMENT EXCEPT AS SPECIFICALLY AND EXPLICITLY SET FORTH HEREIN.

Article 7 – Performance Bond

Article 7.01 – Performance and Payment Bonds

SitelogIQ will provide a Performance Bond and Payment Bond through its surety to the Client in the amount of the cost of Work provided in **Schedule A** of this Agreement. The Performance Bond and Payment Bond shall only cover the physical completion of the Work and payment of valid labor and Material bills incurred in the performance of the construction portion only of this Agreement. It is further understood that the Performance Bond and Payment Bond do not cover, whatsoever, any maintenance requirements, design defects, adequacy of the design to perform within the specifications, or similar type requirements.

Article 8 – Warranty

Article 8.01 – Representations and Warranties of SitelogIQ

A. Contractor warrants that the construction work, material, and Equipment described in Schedule A has been performed in accordance with the Contract Documents. Contractor agrees to repair or replace any Work that proves to be defective in workmanship, material, or Equipment within a period of one (1) year from the date of acceptance of the Project, ordinary wear and tear excepted. In the event Contractor fails to begin the repair process no later than ten (10) business days after being notified in writing by the Client, Contractor authorizes the Client to have the defects repaired at Contractor's expense, for which Contractor will pay the costs and charges upon demand.

B. To the extent permitted under Agreement, SitelogIQ will pass through any manufacturer's, Contractor's, Subcontractor's, or Supplier's warranties to the Client as described in Article 8.02; and

C. SitelogIQ shall act in the Client's best interest during the term of this Agreement in the recommendation of any Equipment or Services or in any rate negotiations.

D. Manufacturer Warranties: Contractor shall procure and assign to Client warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Solar energy equipment included in the scope of work for electricity generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Contractor's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to Client the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and Client shall seek no recourse from Contractor, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

E. Contractor shall require that Manufacturers provide the following warranties:

   a. Inverters shall have a ten (10) year standard Manufacturer Warranty.

   b. PV modules shall have the following standard Manufacturer Warranties:

      a) Five (5) year material and workmanship warranty;
      b) Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and twenty-five (25) year power output warranty at eighty percent (80%) of rated nominal power output.
      c) Meters shall have a one (1) year standard Manufacturer Warranty.

Article 8.02 – Manufacturers' and Suppliers' Warranties

No representation or warranty by the suppliers or manufacturers of the Equipment is binding on SitelogIQ nor shall breach of any such representation or warranty relieve the Client of the Client's obligations to SitelogIQ. The Client shall hold SitelogIQ harmless and shall be responsible for any loss, damage or injury to persons or property caused by the Equipment, unless the same is caused by the sole negligence of SitelogIQ or its Contractors or Subcontractors. SitelogIQ shall administer all manufacturers and suppliers' warranties on the Equipment; provided, however, that the Client shall notify SitelogIQ of any failure of the Equipment within twenty-four (24) hours of the Client's recognition of the same. Except as specifically provided otherwise in this Agreement, the Client acknowledges that SitelogIQ is not a manufacturer or a vendor of Equipment such as the Equipment.

SitelogIQ HAS NOT MADE, AND WILL NOT MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, EQUIPMENT DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE EQUIPMENT PROVIDED BY MANUFACTURERS OR SUPPLIERS IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSE AND USES OF THE CLIENT, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND SitelogIQ SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO THE CLIENT OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. The Client's sole remedy for the breach of any manufacturer's warranty shall be against the manufacturer. SitelogIQ shall not reasonably withhold any assistance in the resolution of such matters. Such matters shall have no effect whatsoever on the rights and obligations of SitelogIQ to receive full and timely payments under this Agreement.

Article 9 – Default

Article 9.01 – Default by the Client

Each of the following events or conditions shall constitute a Default by the Client:

A. Any failure by the Client to pay SitelogIQ, or its assigns any sum due, within thirty (30) days after written notice by SitelogIQ to the Client of any such failure;

B. Any representation or warranty furnished by the Client in this Agreement is false or misleading in any material respect when made;

C. Any failure by the Client to perform or comply with Article 3 of this Agreement, provided that such failure continues for thirty (30) days after written notice to the Client demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, the Client fails to begin to cure and proceed to completion thereof as quickly as is reasonable; or

D. Any failure by the Client to perform or comply with (i) any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to the Client demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, the Client fails to begin to cure and proceed to completion thereof as quickly as is reasonable or (ii) the TRS Contract by and between the Parties relative to the Premises.

Article 9.02 – Default by SitelogIQ

Each of the following events or conditions shall constitute a Default by SitelogIQ:

A. A failure of a system to materially provide the standards of Service and comfort set forth in Schedule D; or

B. Any failure by SitelogIQ to perform or comply with the material terms of this Agreement and its Schedules. However, events triggering default shall not be deemed a default if said events triggering default are corrected or cured within thirty (30) days after the Client provides written notice to SitelogIQ demanding that such failure to perform be cured. Such events triggering default shall be deemed cured upon payment to the Client of any loss suffered by reason of such failure. The Client shall provide all documentation to support its claimed loss resulting from the event triggering default. If no such loss exists, the event shall be deemed cured upon completion of corrective action by SitelogIQ.

Article 10 – Remedies Upon Default

Article 10.01 – Remedies Upon Default by Client

In the event the Client defaults, SitelogIQ may, without a waiver of any other remedies that exist in law or equity, exercise any and all remedies at law or equity, or institute other proceedings including, without limitation, bringing an action or actions for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages. The prevailing party in any such proceeding shall be entitled to recover all costs and expenses reasonably incurred including attorney's fees. SitelogIQ may, after the pertinent notice period and the Client's failure to cure, suspend Services under this Agreement until the Client has paid in full all amounts due for the Services. The Client waives and/or releases any claims against SitelogIQ for such suspension of Services as a result of the Client's breach. To the extent such a suspension of Services occurs, the time for SitelogIQ to complete its Services shall be extended by, at least, the number of days its Services were suspended.

Article 10.02 – Remedies Upon Default by SitelogIQ

In the event of default by SitelogIQ with respect to SitelogIQ's performance pursuant to this Agreement, the Client shall have the choice of terminating this Agreement and/or exercising any and all remedies at law including its right to institute other proceedings including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages.

Article 11 – Termination for Convenience

Article 11.01 – Termination

A. At any time following the first twelve (12) months after the Performance Guarantee Commencement Date, the Client shall have the right to terminate this Agreement on any Anniversary Date upon ninety (90) days prior written notice to SitelogIQ. Upon termination under this section, SitelogIQ shall be relieved from its obligation under this Agreement including the Energy Production Guarantee.

B. The Parties' respective obligations to provide Services under this Agreement may be terminated for cause: (1) by either party upon completion of the thirty (30) day cure period as set forth in Article 10, effective upon the date of written notice forwarded to the defaulting party; (2) by SitelogIQ upon the appropriate notice period set forth in Article 9 in the event the Client demands SitelogIQ furnish or perform Services contrary to SitelogIQ's responsibilities as a licensed professional, or if SitelogIQ's Services for the Premises are delayed or suspended for more than ninety (90) days for reasons beyond SitelogIQ's control. In the event of termination by SitelogIQ under such conditions, SitelogIQ shall have no liability to the Client on account of such termination.

Article 12 – General Provisions

Article 12.01 – Dispute Resolution

Any Dispute arising out of or relating to this Agreement or any breach hereof shall be submitted to mediation as a condition precedent to instituting litigation or another method of binding dispute resolution. Unless otherwise agreed by the Parties, said mediation shall commence no later than thirty (30) days after submission of the Dispute to the non-claiming party and shall be conducted within the locality where the Premises are situated and in accordance with the then prevailing rules of the Construction Industry Mediation Rules of the American Arbitration Association. In the event the Dispute is not resolved pursuant to mediation after one full day of mediation, in which the Parties participate in good faith, either party may file suit in a court of competent jurisdiction pursuant to Article 12.05. Except to the extent that this Agreement expressly permits a party to suspend performance, pending final resolution of a Dispute, the Parties shall each proceed diligently and faithfully with performance of their respective obligations under this Agreement. The expenses of any mediation shall be borne equally by the Parties thereto, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys. During the pendency of the mediation process, all limitations periods, whether by statute or contract, shall be tolled.

Article 12.02 – Conditions Beyond Control of Parties

Except as otherwise provided herein, if either party shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, explosions, or floods, this Agreement shall, at the election of either party, (i) remain in effect but the affected party's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days' notice to the other party, in which event, the Client shall pay SitelogIQ for Services furnished to the date of termination.

SitelogIQ is not responsible for unforeseen increases in costs resulting from acts beyond its control, including but not limited to governmental acts, inflation, labor or material shortages, labor disputes, and supply chain issues. The Client expressly agrees to compensate SitelogIQ for unforeseen increases in costs to the extent that this Agreement remains in effect. The Client and SitelogIQ shall complete a Change Order indicating the increase in costs due to unforeseen circumstances.

Article 12.03 – Notice and Changes of Address

All notices to be given by either party to the other shall be in writing and must be either e-mailed, delivered, or mailed by registered or certified mail, return receipt requested, addressed as provided in the table below or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid or upon actual receipt if otherwise delivered or e-mailed.

If to SitelogIQ: SitelogIQ, Inc. 1651 Response Road, Suite 300 Sacramento, CA 95815 Attention: John Gajan, President cc: legal@sitelogiq.com	***If to the Client:*** Town of Camp Verde 473 S. Main Street, Suite 106, Camp Verde, AZ 86322 *Attention: Town Manager* Miranda.fisher@campverde.az.gov

Article 12.04 – Assignment

Neither SitelogIQ nor the Client may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party, which consent may not be unreasonably withheld. SitelogIQ may assign, transfer, or convey this Agreement without consent of the Client to any of its subsidiaries. SitelogIQ shall notify the Client of any such assignment.

Article 12.05 – Applicable Law; Severability; Venue; Interpretation

This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of Arizona. To the extent of any inconsistency between the language of this Agreement and that of the aforesaid applicable Arizona law, the language contained in this Agreement shall control and/or prevail, to the fullest extent permitted by Arizona law. If a court of competent jurisdiction adjudicates any provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect. The court of competent jurisdiction shall be the Courts of the State of Arizona. The Parties hereby waive all rights to bring a claim in Federal Court. Any clause that may be interpreted as a covenant, promise to agree, or agreement to agree, shall be interpreted as a condition precedent to performance of the Parties to this Agreement.

Article 12.06 – Environmental Credits and Tax Deductions

SitelogIQ shall be the sole owner of any and all environmental benefits and emissions credits due to the installation. The Client and SitelogIQ recognize that the designer under this Project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. The Client and SitelogIQ agree and recognize that SitelogIQ will be the designer of this Project for purposes of the §179D deduction. The Client shall cooperate with SitelogIQ in completing the paperwork and certifications necessary to allow SitelogIQ to claim any §179D or other energy efficient commercial buildings tax deduction.

Article 12.07 – No Waiver

The failure of SitelogIQ or the Client to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of SitelogIQ or the Client. Any waiver, permit, consent or approval on the part of one party of any breach or default of the other party under this Agreement, any Agreement document or any provision or condition thereof, must be in writing or email specifically set forth herein.

Article 12.08 – Complete Agreement

This Agreement and the guarantee attached hereto, together with any documents incorporated herein by reference, shall constitute the entire Agreement between both Parties and this Agreement may not be amended, modified or terminated except by a writing signed by the Parties hereto.

Article 12.09 – Further Documents

The Parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

SCHEDULES

Schedule A – Scope of Work and Description of Services

A.1 General Scope of Work

The scope of work for the new solar PV system includes engineering, permitting, procurement, construction, commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational system, unless otherwise excluded in this Scope of Work.

Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

A.2 Solar PV System Description

A. Premises Location: Town of Camp Verde Wastewater Treatment Plant: 880 S. Cowboy Trail Camp Verde AZ 86322

B. Approximate System Size: 334 (DC kW):

C. System Description:

a. [X] Ground Mount [ ] Roof Mount [ ] Canopy Structure [ ] Other:__________________

b. Modules: (576) Heliene 144HC M10 TPC Bifacial 580W or equal

c. Inverter: (6) Chint Power Systems CPS SCA50KTL-DO/US-480 V2.0 or equal

d. Racking: Ground mount, driven pile structural system

D. The PV Systems will consist of the following:

- PV modules
- PV module support structure
- Inverter(s)
- System electrical protection
- Electrical disconnects
- Switchgear
- Control and monitoring systems
- Outdoor-rated equipment enclosures
- Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring

- Equipment foundations
- Signage

A.3 Engineering Design Services

Contractor shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. Contractor shall conform to Industry Standard and Applicable Law. The following design services shall be provided by Contractor:

A. Civil Engineering design, including the preparation of the following:
   a. Site Plan
   b. Geotechnical Report (if required)

B. Structural Engineering Design, including:
   a. Foundations and other structural concrete
   b. PV module support structural design
   c. Structural design calculations, as required

C. Electrical Systems design, including:
   a. PV modules
   b. Inverter
   c. DC combiners, disconnects, fuses, and wiring
   d. AC breakers and disconnects
   e. Revenue metering
   f. Enclosures, conduit, and wiring
   g. Communications and data monitoring and cloud-based dashboard systems

A.4 Permits

Contractor shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits except those permits that are the responsibility of the Client ("Client Permits"). Client shall obtain, and shall file on a timely basis, any documents required to obtain all such Client Permits.

A. Applicable Permits include:
   a. Fire Marshal
   b. General Construction and Building Permits
   c. Storm Water Pollution Prevention Plan (SWPPP) as required for Permitting.
   d. Dust Control Plan as required by the local air quality authority

B. Client Permits include:
   a. Easements required to complete the work.
   b. All other permits required for construction of the System, except for Applicable Permits

A.5 Procurement

Contractor shall procure all materials and equipment included in the Scope of Work for the installation of a complete System under this Scope of Work.

A.6 Construction Services

The following services shall be provided by Contractor as part of the general construction activities:

A. Civil construction, including surveying, clearing, grubbing, excavation, trenching, backfill, and fencing with tack welding to every other post.

B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures

C. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System

D. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities

E. Support services, including Contractor's trailers, shaded worker rest areas, restroom facilities, and security

F. Coordination with Client's staff for site access, laydown, and storage with minimal interference with facility operations

G. Operator training services

H. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed

I. Construction inspections, material verification, and testing as required

J. Lawful Disposal of refuse, spoils, chemicals, and waste materials associated with construction activities

K. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.

L. Miscellaneous consumable materials required to erect the System

M. Coordination with Client's Staff and Representatives, including Inspector of Record ("IOR") for all inspections and submittals.

A.7 Documentation Submittals

Contractor will prepare and submit designs, drawings, and specifications to the Client for review and approval. Client shall review the documents and provide any comments in writing to Contractor within ten (10) Business Days after receipt of such documents (the "Design Review Period"). Contractor will proceed with the assumption that Client has approved the documents if no comments are received within ten (10) Business Days. Any comments provided by Client after ten (10) Business Days that result in re-work shall constitute a Change Order. Client shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various Client personnel. Any re-work as a result of receiving comments in separate submittals shall constitute a Change Order. To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate Client comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. Contractor shall submit such revised documents to Client for additional Design Review Periods, which shall not extend longer than ten (10) Business Days, until Client approves such revised documents subject to the terms of the Agreement.

The following list is not all inclusive but defines the Contract Documents that are required to be submitted by Contractor for review and approval by the Client.

A. Facility drawing with Project improvements drawn to scale (Site Plan)

B. Electrical design package including:
   i. Single Line AC and DC diagrams
   ii. Communication, Monitoring and Control schematics
   iii. Electrical Circuit and Conduit schedule
   iv. Electrical Equipment installation plans
   v. Placard schedule
   vi. Equipment data sheets.

C. Structural Calculations package including:
   i. Ground structural elements for ground-mount systems
   ii. Equipment foundations and enclosures
   iii. Security fencing
   iv. System energy production calculations and software model based on Site Plan
   v. Approved Applicable Permits
   vi. Geotechnical report including Project applicable soil properties (if required)

D. Project Schedule

E. Environment, Health and Safety Plan

F. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment

G. System Operation and Maintenance manual (O&M plan)

H. As-Builts (Record Drawings)

I. Professional Engineer Wet Stamps and signatures on final design documents

J. Interconnection Agreement with Local Utility

K. Documentation for Rate Change with Local Utility

L. Post construction as-built mark-ups

A.8 Workmanship Warranty

Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects ("Workmanship Warranty"). If a System has a defect, and Client provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, at its option, either repair or replace the portion of the System that is defective at no cost to Client within forty-five (45) days of notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

A. Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;

B. Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;

C. Use of a System beyond the scope contemplated in its operating manuals or technical specifications;

D. Damage to a System not caused directly or indirectly by Contractor or its Subcontractors under any agreement between Contractor and Client;

E. Force Majeure Events;

F. A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein.

G. Any defect or deficiency to the extent the same results from a specific written direction from the Client if, prior to implementing such written direction, Contractor advised Client that Client's written direction would so affect the warranty provided by Contractor hereunder.

Schedule B – Terms and Payment Schedule

The Agreement Price shall be paid in the currency of the United States of America by the Client to SitelogIQ on a progress payment basis. This Terms and Payment Schedule applies only to the extent of the Work performed as identified in Schedule A and does not apply to the O&M & EPG Contract identified in Exhibits B or C.

B.1 Agreement Price

The Agreement Price to be paid by the Client for the Work (before any financing or legal fees) shall be as follows: $1,342,670.

B.2 Payment Schedule

In making progress payments of the Agreement Price, the Parties agree as follows:

A. The first invoice will be a 10% project mobilization fee.

B. After the first payment, subsequent progress payments will be based on actual Materials delivered to the Site and installation progress, on a percent-complete basis (typically monthly).

C. SitelogIQ shall be paid within fourteen (14) days of the Client's receipt of an invoice as described in the Agreement;

D. The estimated payment schedule will be amended based on actual progress of Work completion;

E. Application and Certificate for Payment along with the Schedule of Values documents, splitting out costs per FIM per building and per Materials and stage of construction, will be submitted monthly in advance of payment;

F. The initial breakdown will be submitted by SitelogIQ and negotiated with the Client prior to the commencement of construction and;

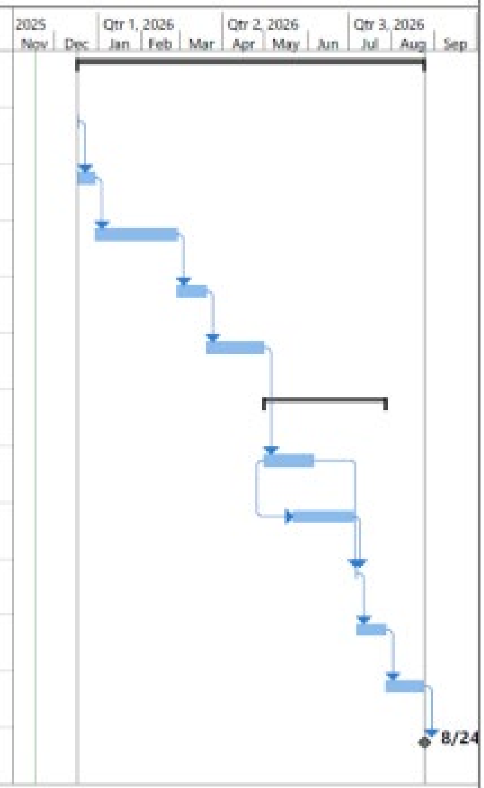
G. The preliminary construction schedule is provided below as part of this contract, and will be updated upon final engineering.

B.3 Preliminary Construction Schedule

The following preliminary schedule will be modified once actual contract approval date is determined.

Camp Verde WWTP Solar Project
Estimated Project Schedule

ID	Task Name	Duration	Start	Finish
1	**Camp Verde WWTP- Solar Installation**	**174 days**	**Wed 12/17/25**	**Mon 8/24/26**
2	Contract Approval	1 day	Wed 12/17/25	Wed 12/17/25
3	Contract Execution	7 days	Thu 12/18/25	Mon 12/29/25
4	Design	8 wks	Tue 12/30/25	Thu 2/26/26
5	Permitting	3 wks	Fri 2/27/26	Thu 3/19/26
6	Procurement	6 wks	Fri 3/20/26	Thu 4/30/26
7	**Construction**	**61 days**	**Fri 5/1/26**	**Mon 7/27/26**
8	Structural Installation	5 wks	Fri 5/1/26	Fri 6/5/26
9	Electrical Installation	6 wks	Fri 5/22/26	Fri 7/3/26
10	Interconnection	1 day	Mon 7/6/26	Mon 7/6/26
11	PTO Approval	3 wks	Tue 7/7/26	Mon 7/27/26
12	Close Out & Commissioning	4 wks	Tue 7/28/26	Mon 8/24/26
13	Final Completion	0 days	Mon 8/24/26	Mon 8/24/26



B.4 Term and Commencement

The term of this Agreement shall begin on the Commencement Date, which shall be the date of the executed Agreement. The terms of Schedules E and F are set forth on those schedules.

B.5 Project Closeout

A. Contractor shall deliver to Client an owner's manual, operator's manual and as-built drawings for the System no later than ninety (90) days after Substantial Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punch list items.

B. At Client's request, Contractor shall provide Client's personnel up to four (4) hours of detailed and complete on-site operation training with respect to the System. Client's personnel shall have the qualifications necessary to perform their activities. Contractor shall provide Client reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise.

B.6 Substantial Completion and Site Acceptance Date

The substantial completion and acceptance date shall be the date on which the Client executes a Certificate of Substantial Completion and Acceptance. If the Work is divided into phases for which individual prices have been negotiated, then separate Substantial Completion and Acceptance Dates shall apply to each phase. “Substantial Completion” means the completion of a successful test under the following Commissioning and Performance Test.

A. Commissioning & Performance Testing

Parties shall meet and confer to finalize Commissioning and Performance test procedures, metrics, system losses and assumptions (“Commissioning Document”) within 90 days after approval of 100% Construction Drawings (CD100). However, the following procedures will be completed at a minimum

A. PV Power Capacity shall be calculated and defined in the Commissioning
B. Documents
C. System losses shall be defined in the Commissioning Documents

B.7 Commissioning & Performance Test

The Contractor is responsible for conducting the Commissioning and Performance Test of the complete System, including PV modules, inverters, metering, controls, and accessories. The Contractor shall provide all test equipment and special instrumentation required for the tests.

Performance Testing is a critical phase in the deployment of the system. This testing phase verifies correct installation, seamless integration with existing infrastructure, and compliance with performance, safety, and reliability criteria under site-specific conditions. Documentation of each of these tests will be provided in the project close out documentation.

Objectives of Performance Testing

A. Verify Installation: Ensure the system is installed according to specifications and standards.
B. Perform Integration Testing: Confirm integration with the site’s electrical and control systems.
C. Validate Performance: Ensure the system operates as expected in its operational environment.
D. Ensure Safety and Compliance: Verify compliance with local safety standards and regulations.

Key Components of Performance Testing

A. Visual and Mechanical Inspection: Check physical installation and mechanical integrity.
B. Electrical Testing: Verify electrical connections and performance.
C. Functional Testing: Evaluate performance under various scenarios.
D. Safety Testing: Ensure safe operation under all conditions.

E. Communication and Control Systems Testing: Test integration with control systems.

F. Environmental Testing: Assess performance under site-specific conditions.

Detailed Performance Testing Procedures

A. Visual and Mechanical Inspection:

  e. Verify correct installation according to design specifications.
  f. Check for physical damage from transportation and installation.
  g. Ensure correct labeling and documentation.

B. Electrical Testing:

  a. Confirm all electrical connections are correct and secure.
  b. Measure insulation resistance to detect faults.
  c. Verify voltage and current levels are within specified ranges.
  d. Perform DC wire and AC wire Megger Tests
  e. Torque Test Report for terminations in the main switchgear, main AC Disconnect, and Subpanels
  f. String test report including voltage and current measurements

C. Functional Testing:

  a. Test responses to various operational scenarios.
  b. Perform PV System Performance Test as defined below
  c. Simulate fault conditions to test protective measures and recovery capabilities.

D. Safety Testing:

  a. Ensure the system can handle overvoltage and overcurrent conditions.
  b. Verify thermal management effectiveness.
  c. Test emergency shutdown procedures.

E. Communication and Control Systems Testing:

  a. Verify all communication and control interfaces function correctly.
  b. Ensure data transmitted by the system is accurate and reliable.
  c. Test all control functions, including remote operation and monitoring.

F. Environmental Testing:

  a. Assess performance under local temperature conditions.
  b. Verify performance under local humidity levels.
  c. Evaluate performance in site-specific conditions.

The PV System Performance Test is the ability of the System to demonstrate the Actual PV System Power Output is consistent with the PV Nameplate Rated Capacity during the Test Period commencing immediately after commissioning.

The following additional definitions apply to the System Performance Test:

A. “Actual PV System Power Output” means the AC kilowatt hour output of the PV System measured at the revenue meter at the Site adjusted for Standard Test Conditions, ancillary loads, System losses, and ambient conditions.

B. “PV Nameplate Rated Capacity” means the total Nameplate Rated Capacity (kW-DC-STC) as calculated by adding the PV module nameplate ratings at Standard Test Conditions (STC) for all of the PV modules in the System.

C. “Standard Test Conditions (STC)” are defined as the following:

1. Irradiance in the plane of the array (average module tilt angle and orientation of the System) of 1,000 W/m2.
2. 25C module cell operating temperature as measured at the back surface or cell of the module.
3. Air Mass (AM) of 1.5.
4. “Test Period” means a qualified period of time following PTO from the local utility during which the Actual System Power Output and ambient conditions are measured and recorded. The Test Period shall consist of at least five (5) valid days. A day is considered valid if a wide distribution of data is collected over the range of insolation values from 200 to 1000 W/m^2. Each day shall have an adequate number (320 minimum) of valid data points in both the morning and afternoon.

Modeled Test Energy Production Calculation

At the completion of Commissioning, the Contractor shall perform testing to determine the working capacity (Modeled Annual Energy Production) of the Systems. Contractor shall use the final software model developed by Contractor to commission the Systems

The System Model shall use the actual meteorological data from the System weather stations. Data affected by instruments found not operating may be reviewed and adjusted by mutual agreement between the Client and Contractor.

The input values used in the System Model shall include the following parameters/losses based on the final installed System:

A. Albedo

B. Module orientation

C. Shading

D. Equipment models and configuration

E. Module thermal parameters

F. Ohmic losses

G. Module quality and mismatch losses

H. Soiling losses, adjusted for calendar month and washing frequency

I. IAM losses

J. Other adjustment factors as defined in the Commissioning Document.

Hidden parameters and preferences within the System Model shall remain at default values unless noted and justified. All input parameter values and assumptions shall be provided with the model for review and shall remain consistent from year to year.

The System losses, DC System size, CEC inverter efficiency, and the panel temperature coefficient is the accumulation of losses, degradation rates, and efficiencies. These losses are initially calculated upon project commissioning. Cell temperature and POA irradiance are real-time calculations based on measurements from a reference cell.

The System Model is a combination of System specifications, estimated soiling, shade expectations, degradation expectations. This model is calculated by using the single line as-built plans and a production summary report from HelioScope. The Modeled Energy equation is:

$$Modeled\ Energy(kW\ AC) = \sigma \times (1 - S) \times I/1000 \times P \times (1 + \gamma \times (T - 25))$$

Where:

T = Cell Temperature

S = System Model Loss

I = POA Irradiance

P = DC System Size

σ = CEC Inverter Efficiency

γ = Temperature Coefficient of the Panel

This modeled production will be compared to actual measured production to calculate PV Power Capacity of the System. A successful test will demonstrate that the Actual PV System Power Output equals or exceeds ninety-five percent (95%) of the PV Nameplate Rated Capacity under conditions recorded during test period. If the PV System fails to satisfy any Performance Test, Contractor shall repeat the Performance Test one or several times before Final Completion of the System. Contractor shall take all corrective actions so that the System may successfully complete the Performance Tests, without prejudice to Client's rights and remedies in accordance with this Agreement.

Schedule C – Certificate of Substantial Completion and Acceptance and Conditional Waiver and Release on Final Payment

Pursuant to the Agreement, by and between SitelogIQ and the Client, the Client does hereby acknowledge the following:

A. **Substantial Completion and Acceptance.** The Client agrees that the Energy Production and/or other retrofits specified in Schedule A of this Agreement and any applicable amendments thereof have been substantially completed by SitelogIQ and are hereby accepted by the Client.

B. **Manuals and Training.** The Client has received manuals and training provided by SitelogIQ under this Agreement.

C. **Warranty Start Dates and Warranty Periods.** SitelogIQ has informed the Client of the start dates for all warranty coverages and warranty periods.

D. **Liability.** SitelogIQ will not be held responsible for, nor warrant against, system malfunction caused by improper Client care or use.

E. **Punch list.** The Client has provided SitelogIQ with a punch list of items to be completed by SitelogIQ.

The Certificate of Substantial Completion and Acceptance form is included on the following page.

The last page of this Schedule is the Conditional Waiver and Release on Final Payment. This document memorializes the final completion of the project and any punch list items identified during walk-through and commissioning and releases any liens on the project.

CERTIFICATE OF SUBSTANTIAL COMPLETION AND ACCEPTANCE

THE CLIENT: ____

PROJECT (Work Described in Schedule A):_____________________________

DATE OF SUBSTANTIAL COMPLETION: ________________________________

SitelogIQ and the Client hereby acknowledge, confirm, and agree that:

Does this Certificate of Substantial Completion and Acceptance commence a warranty between SitelogIQ and the Client? (check one)

☐ No – Warranty has been or will be initiated and documented at other milestone(s).

☐ Yes – The Date of Substantial Completion is the date all applicable warranties set forth in the Contract commence for the Work.

1. SitelogIQ and the Client have inspected the Work and declare the Work to be substantially complete. Substantial Completion is the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract so that the Client can utilize and take beneficial use of the Work for its intended use or purpose.

2. A list of minor incomplete and corrective Work to be completed ("Punch List Work") prior to final payment is attached hereto. SitelogIQ and/or its Contractors or Subcontractors shall complete the Punch List Work on or about [Insert Date of Final Completion].

IN WITNESS WHEREOF, the Parties hereto have executed this Certificate of Substantial Completion as of the day and year of the Date of Substantial Completion written above.

SitelogIQ		**Town of Camp Verde**	
By:	__________________________ (Authorized Representative)	**By:**	__________________________ (Authorized Representative)
Name:	__________________________ (Please Print)	**Name:**	__________________________ (Please Print)
Title:	__________________________	**Title:**	__________________________

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT AND ACCEPTANCE FORM

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF THIS FINAL RELEASE DOCUMENT SIGNED BY CLIENT AND RECEIPT OF FINAL PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED WORK AND PUNCH LIST ITEMS ARE COMPLETE AND THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant (Contractor): SitelogIQ, Inc.

Name of Client: Town of Camp Verde

Job Location: Wastewater Treatment Plant: 880 S. Cowboy Trail Camp Verde AZ 86322

Project: 334kW dc Solar Array at Wastewater Plant

Conditional Waiver and Release

This document memorializes the final completion of the project and any punch list items identified during walk-through and commissioning. Furthermore, this document waives and releases lien, stop payment notice, and payment bond rights the Claimant has for labor and services provided, and equipment and material delivered, to the Client on this job. Rights based upon labor or services provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the Claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the Claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: ________________________________

Amount of Check: $_______________________________

Check Payable to: ________________________________

Exceptions

This Document does not affect disputed claims for extras.

☐ No disputed claims for extras exist.

☐ Disputed claims for extras exist in the amount of $___________________.

Contractor Signature: ____________________ Client Signature: _______________________

Contractor Title: _______________________ Client Title: ____________________________

Date: ____ Date: __________________________

Schedule D – Base Year Energy Usage

Historical APS Energy Usage is included below. This data was used in savings estimates as basis for cash flow model.

Billing Month	APS Meter Address	Days in Month	APS Rate ID	Month Energy kWh
2023-07	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86323	32	E-32 M	52,080
2023-08	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86324	29	E-32 M	56,640
2023-09	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86322	32	E-32 M	61,440
2023-10	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86325	31	E-32 M	56,400
2023-11	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86326	29	E-32 M	47,880
2023-12	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86327	30	E-32 M	52,200
2024-01	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86328	32	E-32 M	52,440
2024-02	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86329	30	E-32 M	55,560
2024-03	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86330	29	E-32 M	48,720
2024-04	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86331	32	E-32 M	52,680
2024-05	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86332	29	E-32 M	47,760
2024-06	WWTP 1000 STATE ROUTE UNIT B,CAMP VERDE AZ,86333	30	E-32 M	50,040

Schedule E – Energy Production Guarantee

Standard Energy Production Guarantee

SitelogIQ guarantees that the Client will receive a system that is capable of delivering modeled production by comparing modeled to actual measured production during the test period to calculate PV Power Capacity of the System. A successful test will demonstrate that the Actual PV System Power Output equals or exceeds ninety-five percent (95%) of the PV Nameplate Rated Capacity under conditions recorded during the test period. If the PV System fails to satisfy the initial Performance Test, Contractor shall repeat the Performance Test at Contractor's expense. Contractor shall take all corrective actions so that the System may successfully complete the Performance Tests prior to applying for Final Completion of the System, without prejudice to Client's rights and remedies in accordance with this Agreement.

GUARANTEED ENERGY PRODUCTION: **Energy Production per Article 2.02 = 627,541 Kw**

Optional Annual O&M and Energy Production Guarantee

If the Client elects the optional O&M and Energy Production Guarantee described in Exhibits B & C, SitelogIQ guarantees that the Total Annual Energy Production for each Guarantee Year during the Production Guarantee Term will be at least the Guaranteed Energy Production set forth above, as adjusted pursuant to Article 2.07. Total Annual Energy Production will be determined using the revenue-grade meter and/or the System monitoring platform, consistent with the methodology in Article 2 and Exhibits B & C. Reconciliation and any shortfall compensation will be handled in accordance with Article 2.06.

Optional Annual O&M and Energy Production Guarantee Term

If the Client elects the optional annual O&M and Energy Production Guarantee, the Production Guarantee Term shall commence on the first day of the month following the Substantial Completion and Acceptance Date set forth in Schedule C (as further described in Article 2.03) and shall continue for an initial one (1) year term. The Production Guarantee Term may be renewed for additional one (1) year terms, up to a cumulative fifteen (15) years, provided there is no lapse in the O&M & EPG Contract set forth in Exhibits B & C. Any renewal/extension shall be for a minimum three (3) year term unless otherwise agreed in writing by the Parties. Fees for the O&M & EPG Contract will be as set forth in Exhibits B & C and will be escalated as stated therein.

Schedule F – Client Responsibilities

Client Responsibilities

The Client hereby agrees to assume the following responsibilities as part of this Agreement:

Submit Utility Bills

The Client will provide SitelogIQ with all utility bills no later than thirty (30) days after receipt of those bills by Client.

Operating Equipment

The Client will operate the Equipment according to the manufacturer's recommendations.

Notification of Problems

The Client shall promptly correct and provide SitelogIQ notice of system modifications or damage which impacts the Work identified in Schedule A or will impact SitelogIQ's ability to meet its production obligation in Schedule E.

Logging Information

The Client will log any utility meters as directed by SitelogIQ.

Construction Requirements

The Client shall provide a secure space on the job site for material storage, meeting room and toilet facilities for construction personnel.

EXHIBITS

EXHIBIT A: Notice to Proceed

SitelogIQ, Inc.
1651 Response Rd, Suite 300
Sacramento, CA 95815

John Gajan, President, West Energy

Re: Notice to Proceed

Dear John Gajan:

This Notice to Proceed is being issued by Town of Camp Verde, Arizona ("Client") to SitelogIQ, Inc. ("Contractor") pursuant to the Energy Services Agreement, with the Effective Date of: March 11, 2026

This Notice to Proceed authorizes the Work described by Schedule A of the Agreement, contingent upon the execution of the project financing agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

Client: Town of Camp Verde, Arizona

Name: Miranda Fisher

Title: Town Manager

Signature: ____

Date: ____________________

SitelogIQ, Inc.

Name: John Gajan

Title: President, West Energy

Signature: ____

Date: ____________________

EXHIBIT B: DESCRIPTION OF OPTIONAL ANNUAL OPERATIONS/MAINTENANCE AND ENERGY PRODUCTION GUARANTEE

Optional O&M EPG: Term

The initial term of this optional Annual Operations/Maintenance and Energy Production Guarantee Contract (O&M & EPG) shall be one year and shall commence on the first day of the month following the Substantial Completion and Acceptance Date set forth in Schedule C. The terms and conditions for this Energy Production Guarantee are identified in Articles 2 and 3 of this Agreement.

Optional O&M EPG: Price

The total first year price for SitelogIQ's Optional Annual Operations/Maintenance and Energy Production Guarantee is $10,320. The Contract price will be increased annually by 3% to cover inflation related cost increases. Unless the Client terminates the Contract as provided in Article 11, the adjusted price shall be the price for the renewal period. The (O&M & EPG) Contract sum will be paid to SitelogIQ in annual installments. These payments will be due and payable when the Client receives SitelogIQ's invoice and shall be paid in arrears for Services provided.

Optional O&M EPG: Scope of Services

SitelogIQ and the Client agree that the Services identified below will be provided by SitelogIQ at the Client's solar array:

A. Provide all required monitoring and guarantee management Services.

B. Provide regular site visits to verify proper operation of the solar PV system.

C. Provide annual reports and annual reconciliation of production status.

Optional O&M EPG: Term and Renewal

Should the Client opt to accept the O&M and Energy Production Guarantee Contract, the (O&M & EPG) is scheduled to take effect on the Substantial Completion and Acceptance Date and will continue for the Term listed above. The Parties may renew the agreement for additional one (1) year terms up to a total contract term of fifteen (15) years. However, the Client will have the option to cancel the (O&M & EPG) at any time including electing to not have the agreement take effect on the Substantial Completion and Acceptance Date. Canceling the (O&M & EPG) immediately nullifies any future Energy Production Guarantee.

Optional O&M EPG: Client Obligations and Commitments to SitelogIQ

The Client warrants that, to the best of the Client's knowledge, all mechanical and electrical Equipment is in good working condition and that the Client has provided SitelogIQ all information of which the Client is aware concerning the condition of the Equipment. The Client agrees that, during the term of this TRS Schedule, the Client will:

A. Operate the Equipment according to the manufacturer's recommendations;

B. Keep accurate and current Work logs and information on the Equipment as recommended by the manufacturer;

C. Provide an adequate environment for Equipment as recommended by the manufacturer or as recommended by SitelogIQ, including adequate space, and electrical power

A. Notify SitelogIQ immediately (within twenty-four (24) hours) of any Equipment malfunction, breakdown, or other condition affecting the operation of the Equipment;

B. Allow SitelogIQ to start and stop, periodically turn off, or otherwise change or temporarily suspend Equipment operations so SitelogIQ can perform any inspection Services of the Equipment; and

C. The Client acknowledges that its failure to meet any of these obligations will relieve SitelogIQ of any responsibility for any breakdown, or any necessary repair or replacement, of any Equipment caused by the failure of the Client to meet any of these obligations and may require adjustments under Article 2.

Optional O&M EPG: Changes to Client's Equipment

The Client, with mutual consent of SitelogIQ, shall retain the right to make changes or alterations to its Equipment. If, in SitelogIQ's opinion, such changes or alterations substantially affect SitelogIQ's Services or obligations, SitelogIQ, with consent of the Client, shall have the right to make appropriate changes to the scope or the price of this (O&M & EPG) or both or make adjustments to the Performance Guarantee.

Optional O&M EPG: Access

The Client will give SitelogIQ full access to all Equipment when SitelogIQ requests such access. If access cannot be provided, SitelogIQ's obligations under this (O&M & EPG) as it relates to the inaccessible Equipment will be suspended until such access to the Equipment is provided. Matters affecting SitelogIQ's access to the Equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Client with respect to Equipment or to the Client's facility. Suspension of SitelogIQ's duties for this reason will not cancel or suspend any of the Client's obligations under this TRS Schedule.

Optional O&M EPG: SitelogIQ's Equipment

SitelogIQ may provide tool, documentation, panels, or other Equipment in the Client's building(s) for SitelogIQ's convenience in performing SitelogIQ's Services. That Equipment shall remain SitelogIQ's property. SitelogIQ retains the right to remove such items at any time during the term, or upon the termination of this (O&M & EPG).

Optional O&M EPG: Miscellaneous Provisions

A. Any notice that is required to be given under this (O&M & EPG) must be in writing and sent to the party at the address noted in Article 12.03 of the Energy Services Agreement.

B. The Client acknowledges and agrees that any purchase order issued by the Client, in accordance with this (O&M & EPG), is intended only to establish payment authority for the Client's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this (O&M & EPG). No term or condition included in the Client's purchase order will have any force or effect.

C. Should any changes to relevant regulations, laws, or codes substantially affect SitelogIQ's Services or obligations, the Client agrees to negotiate with SitelogIQ for appropriate changes to the scope or price of this (O&M & EPG) or both. If there is a conflict between the terms and conditions of the (O&M & EPG) and the terms and conditions of the Energy Services Agreement, the terms and conditions of the (O&M & EPG) shall control.

EXHIBIT C: PROPOSAL FOR OPTIONAL ANNUAL OPERATIONS/MAINTENANCE AND ENERGY PRODUCTION GUARANTEE

Optional O&M EPG Proposal for the Town of Camp Verde: MARCH 11, 2026

SitelogIQ is pleased to offer assistance to the Town of Camp Verde (the "Client") with Solar Operations and Maintenance ("O&M") Services as detailed below.

Solar O&M and Energy Production Guarantee Services

1. **Monitoring Services**
   Review the solar system(s) remotely on a regular basis through the monitoring dashboard to ensure that they are performing as expected, review any alarms generated, and communicate action items.

2. **Annual Inspection Services**
   The following preventative services, items a - f, will be conducted annually to identify potential issues, conduct minor repairs, and ensure compliance with manufacturer warranties.

A. Visual Inspection

- Visually inspect structures, arrays, and enclosures for excessive wear, damage, defects, rust/corrosion, etc.
- Verify new and/or existing shade concerns for the photovoltaic array.
- Verify module cleanliness and/or soiling issues; schedule or perform washing(s) if requested by and billable to the Owner
- Verify that all signage and placards are firmly attached and legible.
- Verify condition of all wall & pad mounted switchgear, meters and inverters for corrosion and security of attachment to wall/structure/pad, etc. Note any new access issues.
- Verify condition of ac and dc disconnect(s).
- Confirm that the System is online and that the output is at the expected level.
- Confirm that the monitoring system is in service and functioning properly.

B. Photo Documentation

- Take digital photos of all major System components
- Submit digital images along with checklist and other documentation following visit.

C. Array – Structure & Modules

- Complete inspection of array.
- Inspect and tighten structure ground bonding straps/fasteners.
- Verify secure module attachment by random torque testing or visual test.
- Verify condition of racking hardware connections, splices, etc.
- Verify condition of inter-module array wiring for aging and corrosion.
- Inspect visible random sampling of wiring connections.
- Inspect visible conduit system.

D Electrical Connection – Inverters & Combiner Box

- Verify condition of inverters.
- Note condition of all circuit boards and electrical components.
- Check Voc & Isc of all strings (if required).
- Verify that all manufacturer updates and service bulletins have been performed.
- Coordinate inverter manufacturer service, if necessary.
- Perform all electrical connection torque tests.
- Inspect and clean heatsink, if applicable.
- Inspect and clean inverter exhaust fan and vents.
- Inspect and tighten connectors and lugs (inverter, transformer, disconnects).
- Oil and lubricate disconnects.
- Check all fuses for blown fuses and replace any blown fuses.
- Verify condition of wire transition junction boxes for weatherproofing, corrosion, and security of internal wiring connections.
- Verify condition of all DC and AC conduits and connections.
- Verify interior and exterior condition of DC combiner box(es).

E. Data Acquisition System (DAS)

- Clean all instrumentation and sensors and lubricate moving parts.
- Inspect and tighten connections.
- Check input signals.
- Confirm that pyranometer/sensor is aligned with the plane of the PV array.
- Log kWh readings from Inverters to meters.
- Check calibration of the weather station instruments, as necessary.

F. Inspection Services Not Included

- Repair of fencing.
- Repair, replacement, or cleaning due to vandalism, theft, or accidental damage.
- Repair or replacement of light bulbs or lighting fixtures.
- Repairs not explicitly defined in this Scope of Work.
- Any services not included in this Agreement.
- Repairs not stated in the Agreement (Installer Warranty) are considered Additional Services and shall be billed on a time and materials basis per the 2025 rate schedule.
- Module washing (Operator will advise Owner on module washing frequency as needed to maintain performance – Module washing costs will be quoted as needed)
- Renewal of DAS subscription services, including cellular card and plan. If renewal is requested by Owner, Owner shall be billed on a time and materials basis per the 2025 rate schedule

3. Energy Production Guarantee

Solar system performance of at least 90% of current year weather-adjusted modeled final system production

4. Inspection Services Assumptions and Clarifications

- Proposal is based on the review of the HelioScope provided. Site visits have not yet been conducted.

- This Scope of Work is based on the assumption that unfettered access to any work areas and sites will be provided to SitelogIQ.
- Full access to online DAS/monitoring software.
- Coordination with appropriate staff for updates and information gathering as necessary including as-built drawings, system access, and DAS login information, as needed.
- Proposal assumes battery mechanical equipment checks can be performed by staff electricians.
- Battery annual inspections are visual inspections only. Replacement materials, as determined through annual inspections, will be quoted on an as-needed basis.
- Additional services above and beyond this scope will be billable. SitelogIQ will not perform additional services without prior authorization.
- Annual escalations based on The Consumer Price Index for All Urban Consumers (CPI-U); Western Region; All Items; not seasonally adjusted

5. Inspection Services Exclusions

The following exclusions have not been included in the above Scope of Work:

- Warranty, repair and/or upgrades to the existing control and mechanical or electrical systems and system components installed at customers sites.
- Any and all system defects as a result of pre-existing condition.
- Work to be completed during normal business hours. No overtime labor estimated.
- Any and all other items not specified in this scope.

Solar System Summary

Site	System	Module Qty	Inverter Qty	System Type
CAMP VERDE WWTP: 880 S. Cowboy Trail, Camp Verde, AZ 86322	334.10 kW DC	576	6	Ground Mount

Cost Summary

Costs for Solar O&M services will be billed annually.

A. Estimated Cost: Estimated cost for services are $10,320.00 for the first year with an annual escalation rate based on CPI-U as mentioned above.
B. Add Alternate: $1,975.00

____
Initial

1 module cleaning per year for all site listed in solar system summary (initial above to include Add Alternate in agreement)

Pricing valid for 30 days from date of proposal. By signing below, you agree to the scope of services at the included price. An agreement will be drafted and sent to you for execution.

Signature ____________________ Date ____________________

RESOLUTION NO. 2026-1211

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS FOR THE LEASE PURCHASE OF CERTAIN ENERGY CONSERVATION MEASURES WITHIN THE TOWN WITH AMOUNTS TO BE PAID BY THE TOWN UNDER SUCH LEASE PURCHASE TO FINANCE SUCH MEASURES; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE LEASE-PURCHASE AGREEMENT AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION

WHEREAS, the Mayor and Common Council (this "Council") of the Town of Camp Verde, Arizona (the "Town") have received an offer from Webster Public Finance Corporation to serve as lessor (the "Lessor") pursuant to an Equipment Lease-Purchase Agreement (the "Lease-Purchase Agreement") between the Town and the Lessor, to finance the Project described in the Lease-Purchase Agreement (the "Project"); and

WHEREAS, this Council will cause the execution and delivery of an Escrow Agreement (the "Escrow Agreement") between the Town and a bank or trust company (the "Escrow Agent") with respect to the administration of the proceeds of the Lease-Purchase Agreement, the Escrow Agent to be determined by the Mayor, the Manager or the Finance Director of the Town, or the designees of any of them (collectively, the "Authorized Representatives"); and

WHEREAS, within and by the parameters set forth in this resolution this Council shall authorize the execution and delivery of the Lease-Purchase Agreement and the Escrow Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, THAT:

Section 1. This Council finds and determines that the financing of the Project pursuant to the Lease-Purchase Agreement is in furtherance of the purposes of the Town and is in the public interest.

Section 2. This Council hereby authorizes the Town to enter into a Lease-Purchase Agreement with the Lessor. The Lease-Purchase Agreement shall be executed and delivered in an aggregate principal amount of not to exceed $1,500,000, shall mature no later than February 15, 2046, and shall bear interest annually or semi-annually on dates to be determined at a tax-exempt rate not to exceed 5.00%.

<u>Section 3</u>. Payments pursuant to the Lease-Purchase Agreement will not constitute a general obligation or debt of the Town, the State of Arizona or any political subdivision thereof for which the Town, the State of Arizona or any political subdivision thereof will be obligated to levy or pledge any form of ad valorem taxation; nor does the obligation to make lease payments under the Lease-Purchase Agreement constitute a general obligation or debt of the Town, the State of Arizona or any political subdivision thereof within the meaning of the Constitution of the State of Arizona, statutes thereof or otherwise. The Lease-Purchase Agreement and the obligation to make lease payments are subject to the annual approval and appropriation by this Council but may be payable from other available funds or sources of the Town upon the determination of the Authorized Representatives.

<u>Section 4</u>. The net proceeds of the Lease-Purchase Agreement shall be held by the Town or, at the discretion of the Authorized Representatives, an Escrow Agent and used to pay invoices presented to the Town or Escrow Agent.

<u>Section 5</u>. The forms of the Lease-Purchase Agreement and Escrow Agreement as presented to this Council are hereby approved and the Mayor, any member of this Council, and the Authorized Representatives are authorized to execute and deliver the Lease-Purchase Agreement and Escrow Agreement on behalf of the Town. The forms of such documents may be modified to meet the requirements and conditions of the Lessor, as approved by the Authorized Representatives. The Authorized Representatives are authorized to select the Escrow Agent and complete the Lease-Purchase Agreement and Escrow Agreement, including any attachments thereto. The execution and delivery of the Lease-Purchase Agreement and Escrow Agreement by the Mayor, any member of this Council, or the Authorized Representatives shall be conclusive evidence of such completion and approval of the Lease-Purchase Agreement and Escrow Agreement.

<u>Section 6</u>. This resolution shall not be repealed while the Lease-Purchase Agreement is unpaid.

<u>Section 7</u>. All actions of the officers and agents of the Town which conform to the purposes and intent of this resolution and which further the actions contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the Town are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the Town as may be necessary to carry out the terms and intent of this resolution.

<u>Section 8</u>. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision shall not affect the validity of the remaining portions of this resolution. This Council hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the execution and delivery of the Lease-Purchase Agreement, the Escrow Agreement and the Savings Agreement pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

PASSED, APPROVED and ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Arizona, this 11th day of March 2026.

____

Marie Moore, Mayor Date:

Attest: Approved As To Form:

________________________________ ________________________________

Leah Rhodes, Town Clerk Date: Trish Stuhan, Town Attorney Date:

$1,411,453.96
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF MARCH 18, 2026, BETWEEN
WEBSTER PUBLIC FINANCE CORPORATION, AS LESSOR, AND THE
TOWN OF CAMP VERDE, ARIZONA, AS LESSEE

CLOSING DATE: MARCH 18, 2026

LIST OF CLOSING DOCUMENTS

Document Number

1. Equipment Lease Purchase Agreement, with the following exhibits attached:

   Exhibit A: Equipment Schedule.
   Exhibit B: Payment Schedule.

2. Arizona Rider to Equipment Lease Purchase Agreement.

3. Escrow Agreement, with the following items attached:

   Exhibit A: Form of Certificate of Acceptance and Payment Request.
   Schedule 1: Escrow Agent Fees.
   Schedule 2: Investment Authorization Form.

4. Lessee's Closing Certificate, with evidence of authorization from Lessee's governing body attached.

5. Essential Use Certificate.

6. Tax Certificate, including IRS Form 8038-G.

7. Opinion of Lessee's Counsel (tax and validity opinion).

8. Insurance Coverage Requirements, together with certificates of insurance.

9. Vendor Contract.

10. Payment and Performance Bonds, together with Dual Obligee Rider naming Lessor as an additional obligee.

11. UCC-1 Financing Statement.

12. Lessee's Form W-9.

13. Letter from Webster Public Finance Corporation to Lessee regarding municipal advisor representation.

14. Closing Memorandum.

15. Certificate of Acceptance and Payment Request No. 1 (costs of issuance).

# # #

EQUIPMENT LEASE PURCHASE AGREEMENT

THIS EQUIPMENT LEASE PURCHASE AGREEMENT (the “Agreement”), is dated as of March 18, 2026, between **WEBSTER PUBLIC FINANCE CORPORATION,** a Massachusetts corporation and wholly-owned subsidiary of Webster Bank, National Association, as Lessor (“Lessor”), and the **TOWN OF CAMP VERDE, ARIZONA**, a political subdivision organized and existing under the laws of the State of Arizona, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Agreement” means this Equipment Lease Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” is the date when the term of this Agreement and Lessee’s obligation to pay rent commences, which date will be the earlier of (i) the date on which the Equipment is accepted by Lessee in the manner described in **Section 13**, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an escrow agent.

“Equipment” means the property described on the Equipment Schedule attached hereto as **Exhibit A**, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“Event of Default” means an Event of Default described in **Section 35**.

“Lease Term” means the Original Term and all Renewal Terms, but ending on the occurrence of the earliest event specified in **Section 6**.

“Lessee” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“Lessor” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“Maximum Lease Term” means the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Payment Schedule.

“Net Proceeds” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“Original Term” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

“Payment Schedule” means the schedule of Rental Payments and Purchase Price set forth on **Exhibit B**.

“Purchase Price” means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

“Renewal Terms” means the optional renewal terms of this Agreement, each having a duration of one year and a term co-extensive with Lessee’s fiscal year.

“Rental Payment Dates” means the dates set forth on the Payment Schedule on which Rental Payments are due.

“Rental Payments” means the basic rental payments payable by Lessee pursuant to **Section 9**.

“State” means the State of Arizona.

“Vendor” means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment, as listed on **Exhibit A**.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term, if any, and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of the execution and delivery of this Agreement, would have caused any portion of this Agreement to be or become an "arbitrage bond" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(p) The useful life of the Equipment will not be less than the Maximum Lease Term.

(q) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the related escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(r) Lessee has provided Lessor with audited financial statements through June 30, 2024. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under this Agreement since June 30, 2024.

(s) Lessee will pay the excess (if any) of the actual costs of acquiring the Equipment in excess of the amount deposited by Lessor in the escrow fund established under the related escrow agreement allocated to payment of costs of the Equipment, and interest earnings thereon.

(t) The Equipment is not a replacement, repair, substitution or proceeds of any equipment or personal property subject to a prior lien or security interest of a third party.

(u) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of issuance and capitalized interest coming due during the acquisition period to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Lease Term. The Original Term of this Agreement will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to **Section 6** or **Section 31**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to **Section 8**;

(b) the exercise by Lessee of the option to purchase the Equipment under the provisions of **Section 31** and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate this Agreement under **Section 36**; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

Section 7. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 8** and **Section 12**, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Agreement for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 8. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, as set forth in the Payment Schedule, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor.

Section 9. Rental Payments. Lessee will pay Rental Payments from all legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule, such payment to be made by wire or other form of electronic payment in accordance with written instructions provided by Lessor or, with Lessor's consent, by such other commercially reasonable method of payment. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 10. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 11. Rental Payments To Be Unconditional. Except as provided in Section 8, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure by the Vendor to deliver or install the Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or similar event with respect to the Vendor or under any agreement between Lessee and the Vendor, disputes with Lessor or the Vendor, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances or the failure of Lessor or any other person or entity to perform its obligations under this Agreement, including performance guaranty of the Vendor, if any.

Section 12. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, is from year to year and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 13. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the locations specified on **Exhibit A** and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor a certificate of acceptance and payment request in substantially the form attached to the related escrow agreement, in form and substance acceptable to Lessor. After it has been delivered and installed, the Equipment will not be moved from the locations specified on **Exhibit A** without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 16. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain or cause to be obtained all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 17. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with the Vendor.

Section 18. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to **Section 31** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the escrow fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property; No Encumbrances. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not unreasonably withheld.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall also provide or cause to be provided to Lessor payment and performance bonds, each naming Lessor as an additional obligee and issued by a surety company rated "A" or better by AM Best in an amount equal to or greater than the cost of the Equipment. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Lessee shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. Lessee shall have an annual audit of the financial condition of Lessee made by an independent certified public accountant promptly following the end of each fiscal year. Such report shall include statements in reasonable detail, certified by such accountant, reflecting Lessee's financial position as of the end of such fiscal year and the results of Lessee's operations and changes in the financial position of its funds for the fiscal year. Lessee shall furnish to Lessor copies of such audit report immediately after it is accepted by Lessee, but not later than 360 days after the end of the fiscal year. If the audit is publicly available on Lessee's website or on the Electronic Municipal Market Access system website, or its successor ("EMMA"), maintained by the Municipal Securities Rulemaking Board, the requirement to provide the audit to Lessor will be satisfied if Lessee emails a link to the posted item to Lessor within such 360-day period. The electronic audit or link may be sent to the following email address (or such other address as Lessor supplies to Lessee in writing): PublicFinance@WebsterBank.com.

Section 25. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein, except for those liabilities, obligations, losses, claims and damages arising from the sole negligence or willful misconduct of Lessor. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 31**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 27**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 31**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Section 9**.

Section 29. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 30. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties and representations, express or implied, running from the Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

Section 31. Purchase Option; Prepayment.

(a) *Purchase Option.* Lessee will have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(i) On February 15, 2032 and any Rental Payment Date thereafter, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor; or

(ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (A) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (B) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months. If a Purchase Price is not listed for such date that Lessee has designated as the purchase date, the Purchase Price for that date shall be calculated as the Rental Payment then due, plus 102% of the then outstanding principal balance of this Agreement.

(b) *Prepayment from Excess Proceeds in Escrow Fund.* In the event monies remain in the escrow fund established under the related escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such escrow fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such escrow fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, to be applied by Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months, and any remaining amounts shall be applied by Lessor as a prepayment to the remaining principal balance owing hereunder at par, in inverse order of Rental Payment Dates, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

On the final Rental Payment Date, Lessee will be deemed to have exercised its option to purchase the Equipment subject to this Agreement, without requirement for written notice, upon payment in full of the Rental Payments then due hereunder, plus all other amounts due hereunder and not yet paid.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

Section 32. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to **Section 31** represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until (a) Lessee has received written notice of the name and address of the assignee and (b) in the event that such assignment is made to a bank or trust company for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a register by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

Section 35. Events of Default Defined. Subject to the provisions of **Section 8**, any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in **Section 35(a)**, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then current Original Term or Renewal Term;

(c) Lessor may provide written notice of the occurrence of an Event of Default to the escrow agent under the related escrow agreement, and the escrow agent shall thereupon promptly remit to Lessor the entire balance of the escrow fund established thereunder; and

(d) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 39. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 40. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 41. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 42. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 43. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 44. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 45. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 46. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 47. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

[Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

WEBSTER PUBLIC FINANCE CORPORATION

By: ____
Name: Kevin C. King
Title: Senior Vice President
Address: 200 Elm Street
Stamford, CT 06901
Attention: Public Sector Finance

TOWN OF CAMP VERDE, ARIZONA

By: ____
Name: ____
Title: ____
Address: 473 S. Main Street
Camp Verde, AZ 86322

CERTIFICATION

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from July 1 to June 30.

DATED: March 18, 2026.

By: ____
Name: ____
Title: ____

EXHIBIT A TO EQUIPMENT LEASE PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

Equipment Description:

The Equipment consists of equipment acquired and installed pursuant to the terms of a [Name of Vendor Contract] dated as of _________, 2026, between Lessee and Site Logic, Inc. (the "Vendor"), in connection with Lessee's solar service expansion to the wastewater treatment plant, including installation of a 334kW ground-mounted solar photovoltaic system at the wastewater treatment plant, as further described below, together all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto, and proceeds therefrom:

Solar System Description:

Modules:	VSUN57ON-144BMH-DG (or similar)
Inverter:	CPS, SCA60KTL (or similar)
Racking:	Solar FlexRack Single Axis Tracker or similar

PV System:

PV modules; PV module support structure; inverter(s); System electrical protection; Electrical disconnects; Switchgear; Control monitoring systems; outdoor-rated equipment enclosures; Cable, wires, jumpers, connectors, system grounding and associated trenching and boring; Equipment foundations; Signage; and, Fencing around the mount system

Location:

The Equipment will be located at the following facility:
[Lessee to provide address.]

Wastewater Treatment Plant

____

Camp Verde, AZ ________

Vendor:

The name of the Vendor for the Equipment is Site Logic, Inc., ____________________________________.

This Equipment Schedule shall be deemed to be supplemented and amended by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to Lessor for approval pursuant to the Escrow Agreement dated as of March 18, 2026, among Lessor, Lessee and U.S. Bank National Association, as escrow agent, which descriptions shall be deemed to be incorporated herein.

EXHIBIT B TO EQUIPMENT LEASE PURCHASE AGREEMENT

PAYMENT SCHEDULE

Principal Amount: $1,411,453.96
Interest Rate: 4.76%; 30/360 basis
Rental Payments will be made in accordance with **Section 9** and this Payment Schedule.

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price *
08/15/2026	$ 27,433.96 **	$ 27,433.96	$ 0.00	N/A
02/15/2027	39,166.26	33,592.60	5,573.66	N/A
08/15/2027	39,166.26	33,459.95	5,706.31	N/A
02/15/2028	41,928.39	33,324.14	8,604.25	N/A
08/15/2028	41,928.39	33,119.36	8,809.03	N/A
02/15/2029	43,605.91	32,909.70	10,696.21	N/A
08/15/2029	43,605.92	32,655.14	10,950.78	N/A
02/15/2030	45,349.72	32,394.51	12,955.21	N/A
08/15/2030	45,349.71	32,086.17	13,263.54	N/A
02/15/2031	47,164.62	31,770.50	15,394.12	N/A
08/15/2031	47,164.62	31,404.12	15,760.50	N/A
02/15/2032	49,050.62	31,029.02	18,021.60	$1,311,433.13
08/15/2032	49,050.63	30,600.11	18,450.52	1,292,613.59
02/15/2033	51,012.55	30,160.98	20,851.57	1,271,344.99
08/15/2033	51,012.56	29,664.72	21,347.84	1,249,570.20
02/15/2034	53,052.82	29,156.64	23,896.18	1,213,184.37
08/15/2034	53,052.82	28,587.91	24,464.91	1,188,474.81
02/15/2035	55,175.02	28,005.64	27,169.38	1,161,033.73
08/15/2035	55,175.02	27,359.01	27,816.01	1,132,939.56
02/15/2036	57,382.79	26,696.99	30,685.80	1,091,036.54
08/15/2036	57,382.80	25,966.67	31,416.13	1,059,620.41
02/15/2037	59,677.34	25,218.97	34,458.37	1,025,162.04
08/15/2037	59,677.34	24,398.86	35,278.48	989,883.56
02/15/2038	62,064.67	23,559.23	38,505.44	951,378.12
08/15/2038	62,064.67	22,642.80	39,421.87	911,956.25
02/15/2039	64,547.21	21,704.56	42,842.65	869,113.60
08/15/2039	64,547.20	20,684.90	43,862.30	825,251.30
02/15/2040	67,129.77	19,640.98	47,488.79	777,762.51
08/15/2040	67,129.77	18,510.75	48,619.02	729,143.49
02/15/2041	69,814.77	17,353.62	52,461.15	676,682.34
08/15/2041	69,814.77	16,105.04	53,709.73	622,972.61
02/15/2042	72,607.03	14,826.75	57,780.28	565,192.33
08/15/2042	72,607.03	13,451.58	59,155.45	506,036.88
02/15/2043	75,511.35	12,043.68	63,467.67	442,569.21
08/15/2043	75,511.36	10,533.15	64,978.21	377,591.00
02/15/2044	78,531.38	8,986.67	69,544.71	308,046.29
08/15/2044	78,531.37	7,331.50	71,199.87	236,846.42
02/15/2045	81,673.11	5,636.94	76,036.17	160,810.25
08/15/2045	81,673.11	3,827.28	77,845.83	82,964.42
02/15/2046	84,938.97	1,974.55	82,964.42	0.00
Totals	$2,341,263.61	$929,809.65	$1,411,453.96	

TOWN OF CAMP VERDE, ARIZONA

By: ______________________________
Name: ______________________________
Title: ______________________________

* Lessee's option to purchase is subject to provisions of Section 31 of the Agreement. The Purchase Price is 102% of the outstanding principal component hereof from February 15, 2032 through and including August 15, 2033; 101% of the outstanding principal component hereof from February 15, 2034 through and including August 15, 2035; and 100% of the outstanding principal component hereof on February 15, 2036 and any Rental Payment Date thereafter.

** The Total Rental Payment due on this Rental Payment Date will be paid when it becomes due by the Escrow Agent from moneys on deposit in the Escrow Fund pursuant to the authorization set forth in the Escrow Agreement dated as of March 18, 2026, among Lessor, Lessee and U.S. Bank, National Association, as escrow agent.

ARIZONA RIDER TO
EQUIPMENT LEASE PURCHASE AGREEMENT

This Rider to that certain Equipment Lease Purchase Agreement (together with all Exhibits and this Rider, the "Agreement") dated as of March 18, 2026, between **WEBSTER PUBLIC FINANCE CORPORATION** (together with its successors and assigns, "Lessor"), and the **TOWN OF CAMP VERDE, ARIZONA** (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. The following sections are hereby added to the Agreement:

Section 48. Cancellation for Conflict of Interest. Notwithstanding any provision in this Agreement to the contrary, pursuant to A.R.S. § 38-511, Lessee may, within three years after its execution, cancel any agreement or contract, without penalty or further obligation, made by Lessee if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement or contract on behalf of Lessee is, at any time while the agreement or contract or any extension of the agreement or contract is in effect, an employee or agent of any other party to the agreement or contract in any capacity or a consultant to any other party of the agreement or contract with respect to the subject matter of the agreement or contract. A cancellation made pursuant to this Section will be effective when Lessor receives written notice of the cancellation, unless the notice specifies a later time, in which case it will be effective on such later date. Upon the cancellation of this Agreement pursuant to this Section, Lessee will immediately surrender possession of the Equipment under this Agreement to Lessor, and will, at Lessee's expense, peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor. Lessee hereby certifies that neither Lessee nor any of its directors, officers or agents, nor any person having an interest in this Agreement by, through or under Lessee, is or has been an officer or agent of Lessor or been significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of Lessor. Lessee recognizes that this Agreement is entered into by Lessor in reliance upon the foregoing certification.

Section 49. Compliance with Arizona Law. Lessor agrees to comply with the federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214(A), to the extent such laws and regulations are applicable to Lessor.

Section 50. No Engagement in Boycott of Israel. Lessor certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel, with the term "boycott" having the meaning assigned in A.R.S. § 35-393.

Section 51. No Forced Labor of Uyghurs. Lessor certifies in compliance with A.R.S. § 35-394 that it does not currently, and agrees that for the duration of this Agreement that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Except as specifically set forth in this Rider, all terms and conditions contained in the Agreement will remain in full force and effect and are hereby ratified and confirmed.

WEBSTER PUBLIC FINANCE CORPORATION	**TOWN OF CAMP VERDE, ARIZONA**
By:____________________	By: ____________________
Name: Kevin C. King	Name: ____________________
Title: Senior Vice President	Title: ____________________

ESCROW AGREEMENT

LESSOR:
Webster Public Finance Corporation
200 Elm Street
Stamford, CT 06901
Attention: Public Sector Finance
Email: publicfinance@websterbank.com

ESCROW AGENT:
U.S. Bank National Association
DN-CO-S1CO
10035 E. 40th Avenue
Denver CO 80238
Attention: Global Corporate Trust
Email: tfmcorporateescrowshared@usbank.com

LESSEE:
Town of Camp Verde, Arizona
473 S. Main Street, Suite 102
Camp Verde, AZ 86322
Email: ________________________

THIS ESCROW AGREEMENT (this *"*Escrow Agreement*"*) dated March 18, 2026, is entered into by and among Webster Public Finance Corporation ("Lessor"), Town of Camp Verde, Arizona ("Lessee"), and U.S. Bank National Association (the "Escrow Agent").

Lessor and Lessee have heretofore entered into that certain Equipment Lease Purchase Agreement dated as of March 18, 2026 (the "Agreement"). The Agreement contemplates that certain equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of $1,411,453.96, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the "Escrow Fund"), is to be applied from time to time to pay certain costs of acquiring and installing the Equipment (a portion of which may be paid in multiple payments and prior to final acceptance of the Equipment by Lessee), including payment of capitalized interest during the acquisition period of the Equipment and certain costs of entering into the Agreement.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

Section 1. Each of Lessor and Lessee hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees, to serve as escrow agent upon the express terms and conditions set forth herein. The Escrow Agent shall establish and maintain the Escrow Fund in the name of Lessee, but subject to Lessor's security interest therein and other conditions of this Escrow Agreement. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in escrow for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold possession of such cash and negotiable instruments on behalf of Lessor.

Section 2. On such day as determined to the mutual satisfaction of the parties (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of $1,411,453.96, to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

Section 3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

Section 4. Lessee hereby directs the Escrow Agent to invest the cash comprising the Escrow Fund from time to time in Qualified Investments (as hereinafter defined). Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"). For purposes of this Section 4, the term "Qualified Investments" means (i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"); (ii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America; (iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America; (iii) money market funds, which funds may be funds of the Escrow Agent or its affiliates (including the investment identified on **Schedule 2** hereto), including those for which the Escrow Agent or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise, and which funds are rated "AAAm" or "AAAm G" by Standard & Poor's. Based upon Lessee's prior review of investment alternatives, in the absence of further specific written direction to the contrary, the Escrow Agent is directed to invest and reinvest the Escrow Fund in the investment indicated on **Schedule 2** hereto. The Escrow Agent may conclusively rely upon Lessee's written investment directions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification to the Escrow Agent that such directed investments constitute Qualified Investments. The Escrow Agent shall have no responsibility with respect to monitoring or determining whether any investment directed by Lessee would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Code.

Section 5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. Pay from the Escrow Fund to Lessor interest on the Agreement as it becomes due representing capitalized interest from the date hereof, on the date and in the amount set forth below, without further action by Lessee, upon payment instructions provided by Lessor to Escrow Agent:

Date	Amount
08/15/2026	$27,433,96

b. From time to time, the Escrow Agent shall pay the Vendor or manufacturer of the Equipment or Lessee or other payee upon receipt of the following: (i) a duly executed Certificate of Acceptance and Payment Request in the form attached as **Exhibit A** to this Escrow Agreement (a "Payment Request") approved for payment by Lessor (or its assignee, if any), (ii) the Vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the Payment Request, (iii) in the event that certain costs of entering into the Agreement are described in the Payment Request, invoice(s), budget(s), closing statement(s) or other additional documentation specifying the amount(s) of such costs, and (iv) any additional documentation required by Lessor prior to Lessor's approval of such Payment Request, which additional documentation shall be identified to the Escrow Agent. Lessor's approval on the Payment Request in each case shall be conclusive evidence that all invoices, budgets, closing statements and any additional documentation requirements have been received by and are acceptable to Lessor for payment purposes. Without limiting the foregoing, Lessor shall not be required to approve any Payment Request unless and until Lessee shall have provided to Lessor (i) certificates of insurance evidencing coverage in accordance with Section 22 of the Agreement in form and substance satisfactory to Lessor, and (ii) payment and performance bonds in an amount equal to or greater than the cost of the Equipment, naming Lessor as an additional obligee and issued by a surety company rated "A" or better by AM Best in form and substance satisfactory to Lessor.

c. Upon receipt of a Payment Request for payment of funds from the Escrow Fund, Lessor and the Escrow Agent may, but are not required to seek confirmation of such instructions by telephone call-back to any representative of Lessee listed on an incumbency or similar certificate on file with the Escrow Agent (each a "Lessee Representative"), and Lessor and the Escrow Agent may rely upon the confirmations of anyone purporting to be such Lessee Representative. Notwithstanding the foregoing, Lessee agrees that neither the Escrow Agent nor Lessor shall have a duty to seek such confirmation, and shall have no liability for disbursement in accordance with the instructions contained in any Payment Request submitted with signature of a Lessee Representative. Lessor and Lessee hereby confirm that any call-back performed by the Escrow Agent to verify a disbursement instruction pursuant to a Payment Request submitted pursuant to this Section before release shall be made to Lessor only and the Escrow Agent shall have no obligation to call-back Lessee. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Lessor and the Escrow Agent. The parties to this Escrow Agreement acknowledge that such security procedure is commercially reasonable.

d. It is understood that Lessor, the Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying number provided by any party hereto to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank.

e. In the event that Lessor provides to the Escrow Agent and the Escrow Agent actually receives written notice of the occurrence of an Event of Default as defined in the Agreement or a nonappropriation by Lessee under the Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund *after* application of the Escrow Fund to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee.

f. Upon actual receipt by the Escrow Agent of a duly Payment Request identified as the final such request, the remaining monies in the Escrow Fund shall, *first* be applied to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee, subject to Section 6 below; and, *second* be paid to Lessor, to be applied by Lessor on any Rental Payment Date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months, and any remaining amounts shall be applied by Lessor as a prepayment to the remaining principal balance owing hereunder, at par, in inverse order of Rental Payment Dates, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Payment Schedule attached to the Agreement will be revised accordingly as specified by Lessor.

g. Lessor and Lessee agree that the security procedures under this Section 5 are commercially reasonable.

h. In the event that the Escrow Agent makes any payment to any payee pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Fund or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the party who benefited from the payment to the payee shall repay to the Escrow Agent upon written request the amount so paid to the payee. The Escrow Agent shall not be liable to any party or any other person by reason of such payment.

Section 6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith shall be the responsibility of Lessee in the amount of $375.00 for escrow services as described herein, plus any extraordinary expenses incurred by the Escrow Agent at the request of Lessor or Lessee, as set forth in **Schedule 1**.

Section 7.

a. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and/or Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4, at the written direction of Lessee. The Escrow Agent shall have only those duties and responsibilities as expressly set forth herein, and no other duty, obligation or covenant, fiduciary or otherwise, shall be implied or enforceable against the Escrow Agent by any person. The Escrow Agent may conclusively rely upon any notice, instruction, request or other instrument, not only as to its execution, validity and effectiveness, but also as to the trust and accuracy of any information contained therein, which the Escrow Agent believes to be genuine and to have been signed or presented by the person purporting to sign the same.

b. Without limiting the effect of Section 7(a) hereof, the Escrow Agent shall have no obligation or liability to any other party hereto (or any person claiming through any of them): (i) to review, examine, enforce, administer or take notice of any agreement, instrument or document other than this Escrow Agreement; (ii) to determine whether any conditions precedent to a disbursement of moneys in the Escrow Fund, other than as set forth in Section 5, have been or will be satisfied or otherwise to investigate any notice received by the Escrow Agent hereunder; (iii) to evaluate or determine the validity or legality of any action or omission of any third party, including any federal or state bank regulator; (iv) to make any payment to the other parties or other payees set forth in written instructions received under Section 5 from any source other than moneys in the Escrow Fund, and no such payment shall be made if the amount of moneys on deposit in the Escrow Fund is inadequate; (v) to communicate with any person other than as expressly provided for in this Escrow Agreement; (vi) for any action or omission of the Escrow Agent taken or made upon the oral or written instructions of the parties hereto; (vii) for any other action or omission of, or for errors in judgment by, the Escrow Agent under or in connection with this Escrow Agreement taken or made in good faith and without gross negligence or willful misconduct; and (viii) for special, incidental, consequential, indirect or punitive damages in any event, even if the Escrow Agent has been advised or was otherwise aware of the likelihood of such loss or damages and regardless of the form of action.

c. If any portion of the Escrow Fund is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Fund is stayed or enjoined by any court order, the Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, whether with or without jurisdiction; and if the Escrow Agent relies upon or complies with any such writ, order, decree or process, it will not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

Section 8. To the extent permitted by law, Lessee hereby agrees to indemnify and save the Escrow Agent (including its directors, officers, employees, and affiliates) harmless against any losses, liabilities, costs, and expenses, including attorney fees and expenses which it may incur in the exercise and performance of its powers and duties hereunder (including those incurred in connection with successfully defending itself against any claim of gross negligence or willful misconduct and the enforcement of Lessee's obligations hereunder) and which are not due to the Escrow Agent's gross negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence or willful misconduct by the Escrow Agent (including its directors, officers, employees, and affiliates), as finally adjudicated by a court of competent jurisdiction. Such indemnification shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, upon 30 days' prior written notice, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

If the other parties are unable to agree upon a successor escrow agent within 30 days after such notice, the other parties hereby agree that either of them acting unilaterally shall apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief and in the event the parties fail to do so, the Escrow Agent may so apply to a court of competent jurisdiction. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid in accordance with Section 6.

Section 10. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for actions taken in reliance upon the opinion of such counsel.

Section 11. In the event of any dispute with respect to the Escrow Fund, the interpretation of this Escrow Agreement or the rights and obligations of the parties hereunder, or to the propriety of any action contemplated by the Escrow Agent hereunder, or if the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, then in any such case the Escrow Agent shall not be obligated to resolve the dispute or disagreement or to make any disbursement of all or any portion of the Escrow Fund, but may commence an action in the nature of an interpleader and seek to deposit such funds with a court of competent jurisdiction, and thereby shall be discharged from any further duty or obligation with respect to the Escrow Fund. The costs of such interpleader action shall be borne by Lessee. In the event Lessee shall fail on demand to reimburse the Escrow Agent for such costs, then Lessee irrevocably authorizes the Escrow Agent to deduct any such amounts from the Escrow Fund without any further notice or demand to any person. The Escrow Agent may, in its sole discretion in lieu of filing such action in interpleader, elect to cease to perform under this Escrow Agreement and to ignore all instructions received in connection herewith until the Escrow Agent has received a written notice of resolution signed by the parties to such dispute or disagreement or an order of a court of competent jurisdiction over the matter directing a disposition of the Escrow Fund.

Section 12. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(e) or Section 5(f) hereof.

Section 13. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on page 1 of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt. The Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction (each, a "Notice") received pursuant to this Escrow Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, the person he or she purports to be. Electronic signatures believed by the Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to the Escrow Agent) shall be deemed original signatures for all purposes. Each other party to this Escrow Agreement assumes all risks arising out of its use of electronic signatures and electronic methods to send Notices to the Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to the Escrow Agent in lieu of, or in addition to, any such electronic Notice.

Section 14. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee, and any assignment of this Escrow Agreement by Lessor or Lessee shall not be effective until the Escrow Agent has confirmed that such assignee has provided satisfactory information to the Escrow Agent to satisfy the requirements of the USA PATRIOT Act or any other legislation or regulation to which the Escrow Agent is subject. Notwithstanding the foregoing, any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its municipal corporate trust business, shall be the successor to such Escrow Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 15. Except as provided in the next sentence, this Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. This Escrow Agreement is in addition to any related account applications and other account opening and authorizing documents and/or resolutions on file with Escrow Agent and such documents are hereby incorporated by reference into this Escrow Agreement (the "Account Agreements"). In the event that there are inconsistencies between this Escrow Agreement and any other Account Agreement, the terms of this Escrow Agreement shall control.

Section 16. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder (such costs to be paid as set forth in Section 6) and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

Section 17. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of Arizona (the "State").

Section 18. This Escrow Agreement may be executed in several counterparts, and each counterpart so executed will be an original. In addition, the parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 19. **TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS ESCROW AGREEMENT.**

Section 20. Lessee represents, warrants and covenants for the benefit of the Escrow Agent as follows:

a. Lessee is authorized under the constitution and laws of the State to enter into this Escrow Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

b. Lessee has been duly authorized to execute and deliver this Escrow Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

c. This Escrow Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

d. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department. No part of the Escrow Fund shall be invested at Lessee's discretion in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of the execution and delivery of the Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

Section 21. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act or any other legislation or regulation to which it is subject, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

Section 22. Except as otherwise agreed by the Escrow Agent in writing, the Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Fund, if any. Lessor and Lessee shall provide the Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee hereunder. If requested tax documentation is not so provided, the Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

Section 23. The Escrow Agent will not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control.

Section 24. Nothing in this Escrow Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

Section 25. None of the terms or conditions of this Escrow Agreement may be changed, waived, modified, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Escrow Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR: WEBSTER PUBLIC FINANCE CORPORATION

By: ____________________
Name: Kevin C. King
Title: Senior Vice President

LESSEE: TOWN OF CAMP VERDE, ARIZONA

By: ____________________
Name: ____________________
Title: ____________________

ESCROW AGENT: U.S. BANK NATIONAL ASSOCIATION

By: ____________________
Name: ____________________
Title: ____________________

EXHIBIT A

FORM OF CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

To: Webster Public Finance Corporation
Email: publicfinance@websterbank.com; jriddle@websterbank.com

U.S. Bank National Association (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated March 18, 2026 (the "Escrow Agreement"), by and among the Town of Camp Verde, Arizona ("Lessee"), Webster Public Finance Corporation ("Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund (as defined in the Escrow Agreement) established and maintained thereunder, the amount set forth below to the named payee(s). The equipment and costs described below are (i) costs of acquiring and installing part or all of the Equipment listed in the Equipment Schedule to that certain Equipment Lease Purchase Agreement dated as of March 18, 2026 (the "Agreement"), between Lessor and Lessee, including payment of capitalized interest during the acquisition period of the Equipment, or (ii) certain costs of entering into the Agreement. The amount shown is due and payable under (i) a purchase order or contract (or has been paid by and not previously reimbursed to Lessee), or (ii) invoices, budgets, closing statements or any other additional documentation.

DESCRIPTION OF EQUIPMENT OR FINANCING COST	AMOUNT	PAYEE

Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the amount to be disbursed is not being paid in advance of the time, if any, fixed for any payment, and does not include any retained percentage entitled to be retained by Lessee at this time; (ii) no amount requested to be disbursed was included in any payment request previously filed with the Escrow Agent for which payment was actually made by the Escrow Agent; (iii) Lessee has made such investigation of such sources of information as are deemed necessary and is of the opinion that the applicable portion of the Equipment and related work has been fully paid for, and no claim or claims exist against the Lessee or any Vendor out of which a lien based on furnishing labor or material exists or might arise; (iv) acquisition and installation of the applicable portion of the Equipment for which payment is being requested has been completed in accordance with the terms and conditions of the related vendor contract (the "Vendor Contract"), and said applicable portion of the Equipment is suitable and sufficient for the expected uses thereof, however, this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being; (v) the amount remaining in the Escrow Fund will, after payment of the amount requested, be sufficient to pay the remaining costs of the Equipment; (vi) a present need exists for such Equipment for which payment is being requested, which need is not temporary or expected to diminish in the near future; (vii) such Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (viii) the estimated useful life of such Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to such Equipment; (ix) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes as of the date of this Certificate; (x) such Equipment is covered by insurance in the types and amounts required by the Agreement; (xi) no Event of Default, as such term is defined in the Agreement, or nonappropriation under the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation under the Agreement, has occurred and is continuing on the date hereof; and (xii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to pay or cause to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) invoice(s) for costs being paid; (b) a current IRS Form W-9 for the payee (unless such IRS Form W-9 has been previously submitted to the Escrow Agent); and (c) lien waivers, if applicable.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the Agreement and is requesting reimbursement for such payment. A copy of evidence of such payment, together with a copy of Lessee's Declaration of Official Intent and any other evidence required by Lessor prior to Lessor's approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2, is hereby attached. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. Lessee hereby certifies that (a) all of the Equipment described in the Agreement has been received in good condition and has been installed in accordance with the Contract; (b) such Equipment is accepted **"AS-IS, WHERE-IS"**; (c) Lessee has inspected the Equipment, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; (d) Lessee has fully and satisfactorily performed all covenants and conditions to be performed by it as of this date under the Agreement with regard to such Equipment; (e) Lessee waives any right to revoke its acceptance; and (f) the Equipment is fully insured in accordance with Section 22 of the Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being.

Date: _________________, 20___.

Approved for Payment:

WEBSTER PUBLIC FINANCE CORPORATION, as Lessor	TOWN OF CAMP VERDE, ARIZONA, as Lessee
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

SCHEDULE 1 TO ESCROW AGREEMENT

ESCROW AGENT FEES

Initial Acceptance Fee, per account/agreement: **$375**
The acceptance fee includes the review and execution of the documents related to the transaction and initial establishment of the accounts. Payable at the closing.

Annual Escrow Agent Fee Per account/agreement: **waived**
The annual administration fee covers the routine duties of the Escrow Agent associated with the administration of the account. Administration fee is payable in advance and not subject to proration.

Legal Fee & Expenses:
We would be utilizing in-house counsel for the review of the governing documents, if required. Should there be substantive changes made to the form of Escrow Agreement initially circulated, then external counsel may be required. External Counsel Fees would be charged at cost. This fee quoted is per transaction, closing or supplement, barring any unforeseen complications or delays with the closing.

Out-of-Pocket Expenses: **AT COST**
Includes all related expenses, including but not limited to: travel expenses associated with the closing, counsel fees and their disbursements.

[Remainder of page intentionally left blank]

SCHEDULE 2 TO ESCROW AGREEMENT

INVESTMENT AUTHORIZATION FORM

[To Come.]

LESSEE'S CLOSING CERTIFICATE

Re: Equipment Lease Purchase Agreement dated as of March 18, 2026, between the Town of Camp Verde, Arizona, as lessee ("Lessee"), and Webster Public Finance Corporation, as lessor ("Lessor") (the "Agreement")

We, the undersigned, the duly appointed, qualified and acting _____________ and ___________, respectively, of the above-captioned Lessee, do hereby certify as follows:

(1) Lessee did, at a meeting of the governing body of Lessee held on ___________, 2026, by motions duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related escrow agreement and tax certificate (collectively, the "Transaction Documents") on its behalf by the following named representative of Lessee:

____

Printed Name Title Signature

[This signature line to be signed by person who executed the Transaction Documents on behalf of Lessee.]

(2) The above-named officer of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of officer's genuine signature.

(3) At the meeting described in Section (1) above, the officers or employees of Lessee from time to time holding the offices or titles set forth below were each designated as an authorized representative of Lessee for the Transaction Documents (including execution of payment requests under the related escrow agreement), and each of the persons listed below is the current holder of the office or title indicated and the signature set forth opposite the name of each such officer or employee is the true and correct specimen of such officer's or employee's signature:

Title	Printed Name	Signature	Direct Dial Phone Number
________________________	_________________	___________________________	_________________
________________________	_________________	___________________________	_________________

(4) The meeting of the governing body of Lessee at which the Transaction Documents were approved and authorized to be executed was duly called, regularly convened and attended by the requisite majority of the members thereof or by other appropriate official approval, and the action approving the Transaction Documents and authorizing the execution thereof have not been altered or rescinded. *Attached hereto is a true and correct copy of the resolution or other documents constituting such official actions.*

(5) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists on the date hereof.

(6) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(7) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term, if any, and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(8) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(9) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(10) The correct billing address for Rental Payments is as follows:

Town of Camp Verde, Arizona
473 S. Main Street
Camp Verde, AZ 86322
Attention: Chief Financial Officer
[To be confirmed by Lessee.]

Dated: March 18, 2026.

By: ______________________________
Name: ______________________________
Title: ______________________________

By: ______________________________
Name: ______________________________
Title: ______________________________

ATTACHMENT TO
LESSEE'S CLOSING CERTIFICATE

EVIDENCE OF AUTHORIZATION FROM LESSEE'S GOVERNING BODY
(per Section 4)

[Please provide signed copy of authorizing resolution.]

ESSENTIAL USE CERTIFICATE

March 18, 2026

Webster Public Finance Corporation
200 Elm Street
Stamford, CT 06901
Attention: Public Sector Finance

Re: Equipment Lease Purchase Agreement dated as of March 18, 2026, between the Town of Camp Verde, Arizona, as lessee ("Lessee"), and Webster Public Finance Corporation, as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

The undersigned, a duly elected, appointed, or designated representative of the Town of Camp Verde, Arizona ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*

____

2. *What increased capabilities will the Equipment provide?*

____

3. *Why is the Equipment essential to your ability to deliver governmental services?*

____

4. *Does the Equipment replace existing equipment?*
   (If so, please explain why you are replacing the existing equipment)

____

5. *Why did you choose this specific Equipment?*

____

6. *For how many years do you expect to utilize the Equipment?*

____

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

____

Very truly yours,

TOWN OF CAMP VERDE, ARIZONA

By: ______________________________
Name: ______________________________
Title: ______________________________

TAX CERTIFICATE, INCLUDING IRS FORM 8038-G

[To be provided by Lessee's Bond Counsel]

FORM OF OPINION OF LESSEE COUNSEL
(TAX AND VALIDITY OPINION)

March 18, 2026

Webster Public Finance Corporation
200 Elm Street
Stamford, CT 06901
Attention: Public Sector Finance

Re: Equipment Lease Purchase Agreement dated as of March 18, 2026, between Town of Camp Verde, Arizona, as lessee ("Lessee"), and Webster Public Finance Corporation, as lessor ("Lessor") (the "Agreement")

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Agreement, which, among other things, provides for the lease by Lessee from Lessor of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated March 18, 2026 (the "Escrow Agreement"), among Lessor, Lessee and U.S. Bank National Association, as escrow agent, (c) an executed counterpart of the [Name of Vendor Contract] dated _________, 2026, between Lessee and Site Logiq, Inc. (the "Vendor Contract," and together with the Agreement and the Escrow Agreement, the "Lessee Documents"), (d) an executed resolution of Lessee which, among other things, authorizes Lessee to execute the Lessee Documents, and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a political subdivision duly organized and existing under the laws of the State of Arizona, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lessee Documents and to perform its obligations thereunder.

3. The Lessee Documents and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lessee Documents are valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval and execution of the Lessee Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws, including without limitation **[Note to Counsel: Reference applicable Arizona energy savings statute]**.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lessee Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

6. The Equipment to be leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.

7. The authorization, execution, delivery and performance of the Lessee Documents by Lessee do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.

8. [Tax Opinion.]

All capitalized terms herein will have the same meanings as in the Agreement. Lessor and its successors and assigns are entitled to rely on this opinion.

Very truly yours,

INSURANCE COVERAGE REQUIREMENTS

TO LESSOR: (CERTIFICATE HOLDER)	Webster Public Finance Corporation, ISAOA 200 Executive Blvd Southington, CT Mail Stop: MS SO119 Attn: Commercial Documentation and Collateral Dept
FROM LESSEE: (INSURED)	Town of Camp Verde, Arizona 473 S. Main Street Camp Verde, AZ 86322

Equipment Lease Purchase Agreement dated as of March 18, 2026 (the "Agreement"), between the undersigned ("Lessee") and Webster Public Finance Corporation

EQUIPMENT LOCATION: Wastewater Treatment Plant, ____________________, Camp Verde, AZ ______

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

Check All Appropriate Boxes:

☐ **Third-Party Insurance**. In accordance with Section 22 of the Agreement, we have instructed the insurance agent named below to issue the insurance indicated below (please fill in name, address and telephone number of insurance agent):

____
____
____

☐ Casualty insurance on the leased equipment ("Equipment") covered by the Agreement, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause **naming Webster Public Finance Corporation, and/or its assigns, as additional insured and loss payee.**

Coverage Required: Purchase Price (as defined in the Agreement) of the Equipment

☐ Public liability insurance evidenced by a Certificate of Insurance **naming Webster Public Finance Corporation, and/or its assigns, as additional insured.**

Minimum Coverage Required:
$1,000,000.00 per person
$1,000,000.00 aggregate bodily injury liability
$100,000.00 property damage liability

☐ Workers' compensation insurance evidenced by a Certificate of Insurance

Coverage Required: In compliance with State law

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

☐ **Self Insurance.** Pursuant to Section 22 of the Agreement, we are self-insured for:

☐ All risk, physical damage.

☐ Public liability.

Such self-insurance covers Webster Public Finance Corporation, and/or its assigns to the same extent that commercial insurance would otherwise be required to do so by the Agreement. We will provide proof of such self-insurance in letter form together with a copy of the statute or other authority authorizing this form of insurance.

LESSEE: TOWN OF CAMP VERDE, ARIZONA

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

INSURANCE CERTIFICATES (PROPERTY, LIABILITY AND WORKERS' COMPENSATION) COMPLYING WITH THE PROVISIONS OF SECTION 22 OF THE AGREEMENT TO BE PROVIDED BY LESSEE, WITH THE FOLLOWING PARTY SHOWN AS LOSS PAYEE AND ADDITIONAL INSURED WITH RESPECT TO PROPERTY INSURANCE, AND SHOWN AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY INSURANCE:

Webster Bank N.A., ISAOA, ATIMA
Attn: Commercial Documentation and Collateral Dept
200 Executive Blvd
Southington, CT
Mail Stop: MS SO119

[To be provided by Lessee prior to disbursement of funds from Escrow Fund for payment of costs of the Equipment.]

VENDOR CONTRACT

[Signed copy to be provided to Lessor prior to Closing Date – **Please provide draft for review.]**

PAYMENT AND PERFORMANCE BONDS RESPECTING THE EQUIPMENT, INCLUDING DUAL OBLIGEE RIDER SHOWING THE FOLLOWING PARTY AS ADDITIONAL OBLIGEE:

Webster Public Finance Corporation and its successors and assigns
300 Lexington Ave., 5th Floor
New York, NY 10017
Attention: Public Sector Finance

[To be provided by Vendor prior to disbursement of funds from Escrow Fund for payment of costs of the Equipment.]

UCC-1 FINANCING STATEMENT

[To be prepared and filed by Lessor Counsel

LESSEE'S FORM W-9

[Please provide.]

Town of Camp Verde, Arizona
473 S. Main Street
Camp Verde, AZ 86322

Re: $1,411,453.96 Equipment Lease Purchase Agreement dated as of March 18, 2026, between the Town of Camp Verde, Arizona, as lessee, and Webster Public Finance Corporation, as lessor (the "Loan Obligation")

Ladies and Gentlemen:

Thank you for selecting Webster Public Finance Corporation, a Massachusetts corporation and wholly-owned subsidiary of Webster Bank, National Association (the "Lender"), as your lender. We are delivering this letter to describe our role in the transaction.

The Lender has not acted and will not act as your agent or serve as your municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934). The Lender has no fiduciary duty to you and intends only to enter into an arm's-length transaction involving extending credit to you through the purchase of the above-referenced Loan Obligation.

Any quote or indication of interest provided to you consists solely of the terms under which the Lender may be willing to enter into a transaction with you for its own account.

Please acknowledge the foregoing by signing where indicated below and returning this letter via e-mail to our counsel, Gilmore & Bell, P.C. In addition, please identify below any registered municipal advisor, financial advisor or placement agent you are working with on this transaction.

Please let us know if you or your counsel would like to further discuss these matters. Thank you again for doing business with us. We look forward to working with you.

Dated as of March 18, 2026.

WEBSTER PUBLIC FINANCE CORPORATION

☒ Placement Agent — D.A. Davidson & Co. ______________
(Name of Firm)

☐ Financial Advisor/ Registered Municipal Advisor: ______________
(Name of Firm)

☐ No Placement Agent/Financial Advisor/Registered Municipal Advisor

Acknowledgement:
TOWN OF CAMP VERDE, ARIZONA

By: ______________
Name: ______________
Title: ______________

CLOSING MEMORANDUM

$1,411,453.96
EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF MARCH 18, 2026, BETWEEN
WEBSTER PUBLIC FINANCE CORPORATION, AS LESSOR, AND THE
TOWN OF CAMP VERDE, ARIZONA, AS LESSEE
(the "Lease")

I. Closing Information

Closing Date: March 18, 2026

II. Sources and Uses of Funds

Sources of Funds	
Par Amount	$1,411,453.96
Total Sources of Funds	$1,411,453.96

Uses of Funds	
Equipment Costs	$1,342,670.00
Capitalized Interest (8/15/2026 Payment)	27,433.96
Costs of Issuance	41,350.00
Total Uses of Funds	$1,411,453.96

III. Flow of Funds

On the morning of March 18, 2026, Webster Public Finance Corporation will wire $1,411,453.96 to U.S. Bank National Association (the "Escrow Agent") for deposit into the escrow fund held by the Escrow Agent, as follows:

[To Come.]

IV. Closing

Upon confirmation of the Escrow Agent's receipt of the above-referenced funds and confirmation by parties to the transaction that all documents and opinions have been executed, the transaction will be deemed closed.

TOWN OF CAMP VERDE, ARIZONA

By: ____
Name: ______________________________________
Title: _______________________________________

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

To: Webster Public Finance Corporation
Email: publicfinance@websterbank.com; jriddle@websterbank.com

U.S. Bank National Association (the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated March 18, 2026 (the "Escrow Agreement"), by and among the Town of Camp Verde, Arizona ("Lessee"), Webster Public Finance Corporation ("Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund (as defined in the Escrow Agreement) established and maintained thereunder, the amount set forth below to the named payee(s). The equipment and costs described below are (i) costs of acquiring and installing part or all of the Equipment listed in the Equipment Schedule to that certain Equipment Lease Purchase Agreement dated as of March 18, 2026 (the "Agreement"), between Lessor and Lessee, including payment of capitalized interest during the acquisition period of the Equipment, or (ii) certain costs of entering into the Agreement. The amount shown is due and payable under (i) a purchase order or contract (or has been paid by and not previously reimbursed to Lessee), or (ii) invoices, budgets, closing statements or any other additional documentation.

Description of Equipment or Financing cost	Amount	Payee

See **Schedule 1** attached hereto.

Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the amount to be disbursed is not being paid in advance of the time, if any, fixed for any payment, and does not include any retained percentage entitled to be retained by Lessee at this time; (ii) no amount requested to be disbursed was included in any payment request previously filed with the Escrow Agent for which payment was actually made by the Escrow Agent; (iii) Lessee has made such investigation of such sources of information as are deemed necessary and is of the opinion that the applicable portion of the Equipment and related work has been fully paid for, and no claim or claims exist against the Lessee or any Vendor out of which a lien based on furnishing labor or material exists or might arise; (iv) acquisition and installation of the applicable portion of the Equipment for which payment is being requested has been completed in accordance with the terms and conditions of the related vendor contract (the "Vendor Contract"), and said applicable portion of the Equipment is suitable and sufficient for the expected uses thereof, however, this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being; (v) the amount remaining in the Escrow Fund will, after payment of the amount requested, be sufficient to pay the remaining costs of the Equipment; (vi) a present need exists for such Equipment for which payment is being requested, which need is not temporary or expected to diminish in the near future; (vii) such Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (viii) the estimated useful life of such Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to such Equipment; (ix) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes as of the date of this Certificate; (x) such Equipment is covered by insurance in the types and amounts required by the Agreement; (xi) no Event of Default, as such term is defined in the Agreement, or nonappropriation under the Agreement, and no event which with the giving of notice or lapse of time or both, would become an Event of Default or nonappropriation under the Agreement, has occurred and is continuing on the date hereof; and (xii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to pay or cause to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) invoice(s) for costs being paid; (b) a current IRS Form W-9 for the payee (unless such IRS Form W-9 has been previously submitted to the Escrow Agent); and (c) lien waivers, if applicable.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the Agreement and is requesting reimbursement for such payment. A copy of evidence of such payment, together with a copy of Lessee's Declaration of Official Intent and any other evidence required by Lessor prior to Lessor's approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2, is hereby attached. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. Lessee hereby certifies that (a) all of the Equipment described in the Agreement has been received in good condition and has been installed in accordance with the Vendor Contract; (b) such Equipment is accepted **"AS-IS, WHERE-IS"**; (c) Lessee has inspected the Equipment, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; (d) Lessee has fully and satisfactorily performed all covenants and conditions to be performed by it as of this date under the Agreement with regard to such Equipment; (e) Lessee waives any right to revoke its acceptance; and (f) the Equipment is fully insured in accordance with Section 22 of the Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being.

Date: March 18, 2026.

Approved for Payment:

WEBSTER PUBLIC FINANCE CORPORATION, as Lessor

By: ____________________

Name: ____________________

Title: ____________________

TOWN OF CAPE VERDE, ARIZONA, as Lessee

By: ____________________

Name: ____________________

Title: ____________________

SCHEDULE 1 TO
CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

DESCRIPTION OF EQUIPMENT OR FINANCING COST	AMOUNT	PAYEE
Escrow Agent Acceptance Fee	$375.00 (See attached invoice.) *[To Come.]*	U.S. Bank National Association Denver, Colorado
Lessor Counsel Fee	$3,500.00 (See attached invoice.) *[To Come]*	Gilmore & Bell, P.C. Kansas City, Missouri
Lessee Counsel Fee	$_______ (See attached invoice.) *[To come.]*	Greenberg Traurig LLP Phoenix, Arizona
Placement Agent Fee	$_________ *[To come.]*	D.A. Davidson & Co. Kansas City, Missouri

Agenda Item 10.

Town Council
Agenda Information Memorandum

Meeting Date: March 11, 2026

Agenda Item Type:

☐ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☒ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Utilities – Wastewater
Staff Resource: Utilities Director Lisa Vaughan

Agenda Title: Discussion, consideration, and possible approval to dispose of contaminated soil excavated from the Wastewater Treatment Plant West Lagoon to the Waste Management Gray Wolf Landfill in the amount not to exceed $175,000.

Attached Documents:

- Waste Management Camp Verde Quote
- Waste Management Invoice 0018691-1556-6

Estimated Presentation Time: 10 minutes **Estimated Discussion Time:** 15 minutes
Reviewed By:
☒ Town Manager ☐ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:**

- Funding Source / GL Account Number: Account 31-490-20-804020
- Approved in the FY26 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

Background Information:
An ADEQ Notice of Violation was issued to the Town Wastewater Utilities Division for contaminated soil found in the Wastewater Treatment Plant Lagoons that the Town has been working to clean close. WaterWorks Engineering and Adams and Wendt, Inc. were contracted to review, test, and provide a solution to ADEQ to address the Notice of Violation.

ADEQ approved the engineered solution, which required only two areas within the west lagoon be evacuated, tested, and removed by the end of July 2026. To meet this timeline, Mulcaire & Son Contracting was contracted to evacuate the soil with Adams and Wendt, Inc. testing the evacuated soil for contamination. Mulcaire & Son Contracting has been hauling contaminated soil to the Waste Management Gray Wolf Landfill for disposal.

Waste Management provided approval to dispose of the contaminated soil from the West Lagoon and has been receiving the contaminated material since February 23, 2026. It was determined that the disposal cost of this material required Council notification and approval. As of March 4, 2026, Gray Wolf Landfill has accepted about 2,118 tons of contaminated soil, costing $120,050.71. The work is nearing completion with Adams and Wendt, Inc. believing an additional 500 tons of material will require disposal before project completion, which will cost an additional $28,055. Town staff asked Waste Management to provide a quote for the total contaminated soil disposal cost not to exceed $175,000, over what is believed to be needed.

Town staff recommend Council consider approval for the Town to continue disposal of contaminated soil excavated from the Wastewater Treatment Plant West Lagoon to the Waste Management Gray Wolf Landfill in the amount not to exceed $175,000.

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion:

I move to **APPROVE** the continued disposal of contaminated soil excavated from the Wastewater Treatment Plant West Lagoon to the Waste Management Gray Wolf Landfill in the amount not to exceed $175,000.

OR

I move to **DENY** the contract awarding.

WM OF ARIZONA, INC
Industrial Waste Sales
222 S. Mill Ave, Suite 333
Tempe, AZ 85281
(800) 963-4776
(866) 222-2052 Fax
www.wmsolutions.com
****CONFIDENTIAL****

March 6, 2026

Dear Mr. Teague:

Waste Management of Arizona, Inc. (WM of AZ) would like to thank you for your continued partnership.

Environmental Expertise:

When selecting a company for waste disposal, you need a firm that is in compliance with all pertinent local, state, and federal regulations.

Profile: 450377AZ

Since January 2026 you have hauled in 2,117.67 tons of material.

Waste Disposal Costs - Graywolf			
Bulk Solids for Direct Disposal (Profiled, **5-TON per load minimum**)	Ton	$ 56.11	**$ 56.11**
ADEQ Fee	Ton	$ 0.58	$ 0.58
BASE DISPOSAL RATE:			$ 56.69
Global Energy Surcharge (Varies, Current weekly rate listed)	%	0.00%	$ -
WWM Surcharge	%	0.0%	$ -
ESTIMATED DISPOSAL OF 3,086 TONS			**$ 174,945.34**

Waste delivered in different manner or different unit of measure than proposed will be charged at current gate rate, and the Phoenix TSC must be notified of any changes prior to delivery of waste to the facility.

Accepted by: _________

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DISPOSAL LOCATION	SERVICE LOCATION	CUSTOMER ID
GRAY WOLF REGIONAL LANDFILL 23355 EAST HIGHWAY 169, MILEPOST 12 DEWEY AZ 86327 US	CAMP VERDE TOWN OF 395 S MAIN ST CAMP VERDE AZ 86322-7272 US	59737-45008 **PO#:**

DETAILS OF SERVICE

Feb 04, 2026

Vehicle: CVT613
Carrier:
Ticket#: 769225
Profile#: 442668AZ
Manifest#: 13503270
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#:

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Special Waste - Mixed	12.89	TON	$57.06	$735.50
AZ Adeq	12.89	TON	$0.58	$7.48

TICKET TOTAL **$742.98**

DETAILS OF SERVICE

Feb 04, 2026

Vehicle: CVT613
Carrier:
Ticket#: 769252
Profile#: 442668AZ
Manifest#: 13503271
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#:

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Special Waste - Mixed	13.02	TON	$57.06	$742.92
AZ Adeq	13.02	TON	$0.58	$7.55

TICKET TOTAL **$750.47**

DETAILS OF SERVICE

Feb 04, 2026

Vehicle: CVT613
Carrier:
Ticket#: 769278
Profile#: 442668AZ
Manifest#: 13503272
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#:

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Special Waste - Mixed	12.23	TON	$57.06	$697.84
AZ Adeq	12.23	TON	$0.58	$7.09

TICKET TOTAL **$704.93**

DETAILS OF SERVICE

Feb 23, 2026

Vehicle: C8
Carrier:
Ticket#: 770846
Profile#: 450377AZ
Manifest#: 13503331
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	17.26	TON	$56.11	$968.46
AZ Adeq	17.26	TON	$0.58	$10.01

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
TICKET TOTAL				**$978.47**

DETAILS OF SERVICE **Feb 23, 2026**

Vehicle: C7
Carrier:
Ticket#: 770849
Profile#: 450377AZ
Manifest#: 13503330
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	20.01	TON	$56.11	$1,122.76
AZ Adeq	20.01	TON	$0.58	$11.61
TICKET TOTAL				**$1,134.37**

DETAILS OF SERVICE **Feb 23, 2026**

Vehicle: C13
Carrier:
Ticket#: 770851
Profile#: 450377AZ
Manifest#: 13503332
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	21.83	TON	$56.11	$1,224.88
AZ Adeq	21.83	TON	$0.58	$12.66
TICKET TOTAL				**$1,237.54**

DETAILS OF SERVICE **Feb 23, 2026**

Vehicle: C11
Carrier:
Ticket#: 770868
Profile#: 450377AZ
Manifest#: 13503333
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	23.57	TON	$56.11	$1,322.51
AZ Adeq	23.57	TON	$0.58	$13.67
TICKET TOTAL				**$1,336.18**

DETAILS OF SERVICE **Feb 23, 2026**

Vehicle: C8
Carrier:
Ticket#: 770873
Profile#: 450377AZ
Manifest#: 13503334
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	19.37	TON	$56.11	$1,086.85
AZ Adeq	19.37	TON	$0.58	$11.23
TICKET TOTAL				**$1,098.08**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE

Feb 23, 2026

Vehicle: C7
Carrier:
Ticket#: 770876
Profile#: 450377AZ
Manifest#: 13503335
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	19.00	TON	$56.11	$1,066.09
AZ Adeq	19.00	TON	$0.58	$11.02

TICKET TOTAL **$1,077.11**

DETAILS OF SERVICE

Feb 23, 2026

Vehicle: C13
Carrier:
Ticket#: 770885
Profile#: 450377AZ
Manifest#: 13503336
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	23.12	TON	$56.11	$1,297.26
AZ Adeq	23.12	TON	$0.58	$13.41

TICKET TOTAL **$1,310.67**

DETAILS OF SERVICE

Feb 23, 2026

Vehicle: C8
Carrier:
Ticket#: 770897
Profile#: 450377AZ
Manifest#: 13503337
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.89	TON	$56.11	$1,059.92
AZ Adeq	18.89	TON	$0.58	$10.96

TICKET TOTAL **$1,070.88**

DETAILS OF SERVICE

Feb 23, 2026

Vehicle: C11
Carrier:
Ticket#: 770904
Profile#: 450377AZ
Manifest#: 13503338
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	21.44	TON	$56.11	$1,203.00
AZ Adeq	21.44	TON	$0.58	$12.44

TICKET TOTAL **$1,215.44**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE — Feb 23, 2026

Vehicle: C7
Carrier:
Ticket#: 770912
Profile#: 450377AZ
Manifest#: 13503339
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	17.88	TON	$56.11	$1,003.25
AZ Adeq	17.88	TON	$0.58	$10.37
TICKET TOTAL				**$1,013.62**

DETAILS OF SERVICE — Feb 23, 2026

Vehicle: C8
Carrier:
Ticket#: 770923
Profile#: 450377AZ
Manifest#: 13503340
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.56	TON	$56.11	$1,041.40
AZ Adeq	18.56	TON	$0.58	$10.76
TICKET TOTAL				**$1,052.16**

DETAILS OF SERVICE — Feb 23, 2026

Vehicle: C13
Carrier:
Ticket#: 770926
Profile#: 450377AZ
Manifest#: 13503341
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	21.80	TON	$56.11	$1,223.20
AZ Adeq	21.80	TON	$0.58	$12.64
TICKET TOTAL				**$1,235.84**

DETAILS OF SERVICE — Feb 23, 2026

Vehicle: C11
Carrier:
Ticket#: 770930
Profile#: 450377AZ
Manifest#: 13503342
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	20.94	TON	$56.11	$1,174.94
AZ Adeq	20.94	TON	$0.58	$12.15
TICKET TOTAL				**$1,187.09**

Customer Name		Customer ID
TOWN OF CAMP VERDE		59737-45008
Invoice Date	**Service Period**	**Invoice Number**
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE
Feb 23, 2026

Vehicle: C7
Carrier:
Ticket#: 770941
Profile#: 450377AZ
Manifest#: 13503343
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.44	TON	$56.11	$1,034.67
AZ Adeq	18.44	TON	$0.58	$10.70

TICKET TOTAL **$1,045.37**

DETAILS OF SERVICE
Feb 23, 2026

Vehicle: C13
Carrier:
Ticket#: 770948
Profile#: 450377AZ
Manifest#: 13503344
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	22.63	TON	$56.11	$1,269.77
AZ Adeq	22.63	TON	$0.58	$13.13

TICKET TOTAL **$1,282.90**

DETAILS OF SERVICE
Feb 23, 2026

Vehicle: C11
Carrier:
Ticket#: 770949
Profile#: 450377AZ
Manifest#: 13503345
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	20.08	TON	$56.11	$1,126.69
AZ Adeq	20.08	TON	$0.58	$11.65

TICKET TOTAL **$1,138.34**

DETAILS OF SERVICE
Feb 23, 2026

Vehicle: C8
Carrier:
Ticket#: 770953
Profile#: 450377AZ
Manifest#: 13503346
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.69	TON	$56.11	$1,048.70
AZ Adeq	18.69	TON	$0.58	$10.84

TICKET TOTAL **$1,059.54**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C8
Carrier:
Ticket#: 771000
Profile#: 450377AZ
Manifest#: 13503351
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.48	TON	$56.11	$1,036.91
AZ Adeq	18.48	TON	$0.58	$10.72

TICKET TOTAL **$1,047.63**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C11
Carrier:
Ticket#: 771002
Profile#: 450377AZ
Manifest#: 13503350
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	19.24	TON	$56.11	$1,079.56
AZ Adeq	19.24	TON	$0.58	$11.16

TICKET TOTAL **$1,090.72**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C13
Carrier:
Ticket#: 771003
Profile#: 450377AZ
Manifest#: 13503348
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	24.44	TON	$56.11	$1,371.33
AZ Adeq	24.44	TON	$0.58	$14.18

TICKET TOTAL **$1,385.51**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C7
Carrier:
Ticket#: 771009
Profile#: 450377AZ
Manifest#: 13503347
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.46	TON	$56.11	$1,035.79
AZ Adeq	18.46	TON	$0.58	$10.71

TICKET TOTAL **$1,046.50**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C8
Carrier:
Ticket#: 771021
Profile#: 450377AZ
Manifest#: 13503352
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.41	TON	$56.11	$1,032.99
AZ Adeq	18.41	TON	$0.58	$10.68
TICKET TOTAL				**$1,043.67**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C11
Carrier:
Ticket#: 771022
Profile#: 450377AZ
Manifest#: 13503353
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	19.52	TON	$56.11	$1,095.27
AZ Adeq	19.52	TON	$0.58	$11.32
TICKET TOTAL				**$1,106.59**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C13
Carrier:
Ticket#: 771024
Profile#: 450377AZ
Manifest#: 13503354
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	22.50	TON	$56.11	$1,262.48
AZ Adeq	22.50	TON	$0.58	$13.05
TICKET TOTAL				**$1,275.53**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C7
Carrier:
Ticket#: 771030
Profile#: 450377AZ
Manifest#: 13503355
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	17.30	TON	$56.11	$970.70
AZ Adeq	17.30	TON	$0.58	$10.03
TICKET TOTAL				**$980.73**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C8
Carrier:
Ticket#: 771038
Profile#: 450377AZ
Manifest#: 13503356
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.00	TON	$56.11	$1,009.98
AZ Adeq	18.00	TON	$0.58	$10.44

TICKET TOTAL **$1,020.42**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C11
Carrier:
Ticket#: 771043
Profile#: 450377AZ
Manifest#: 13503357
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.23	TON	$56.11	$1,022.89
AZ Adeq	18.23	TON	$0.58	$10.57

TICKET TOTAL **$1,033.46**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C13
Carrier:
Ticket#: 771046
Profile#: 450377AZ
Manifest#: 13503358
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	22.76	TON	$56.11	$1,277.06
AZ Adeq	22.76	TON	$0.58	$13.20

TICKET TOTAL **$1,290.26**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C7
Carrier:
Ticket#: 771054
Profile#: 450377AZ
Manifest#: 13503359
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	19.06	TON	$56.11	$1,069.46
AZ Adeq	19.06	TON	$0.58	$11.05

TICKET TOTAL **$1,080.51**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C8
Profile#: 450377AZ
Carrier:
Manifest#: 13503360
Ticket#: 771060
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	16.92	TON	$56.11	$949.38
AZ Adeq	16.92	TON	$0.58	$9.81

TICKET TOTAL **$959.19**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C11
Profile#: 450377AZ
Carrier:
Manifest#: 13503361
Ticket#: 771065
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	19.83	TON	$56.11	$1,112.66
AZ Adeq	19.83	TON	$0.58	$11.50

TICKET TOTAL **$1,124.16**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C13
Profile#: 450377AZ
Carrier:
Manifest#: 13503362
Ticket#: 771068
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	22.51	TON	$56.11	$1,263.04
AZ Adeq	22.51	TON	$0.58	$13.06

TICKET TOTAL **$1,276.10**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C7
Profile#: 450377AZ
Carrier:
Manifest#: 13503363
Ticket#: 771074
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	16.60	TON	$56.11	$931.43
AZ Adeq	16.60	TON	$0.58	$9.63

TICKET TOTAL **$941.06**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

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DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C8 **Carrier:** **Ticket#:** 771076

Profile#: 450377AZ **Manifest#:** 13503364 **Generator:** Town of Camp Verde Wastewater Division 880 S Cowboy Trail

Container: **Ticket PO#:** WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.01	TON	$56.11	$1,010.54
AZ Adeq	18.01	TON	$0.58	$10.45

TICKET TOTAL **$1,020.99**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C11 **Carrier:** **Ticket#:** 771084

Profile#: 450377AZ **Manifest#:** 13503365 **Generator:** Town of Camp Verde Wastewater Division 880 S Cowboy Trail

Container: **Ticket PO#:** WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	19.33	TON	$56.11	$1,084.61
AZ Adeq	19.33	TON	$0.58	$11.21

TICKET TOTAL **$1,095.82**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C8 **Carrier:** **Ticket#:** 771099

Profile#: 450377AZ **Manifest#:** 13503367 **Generator:** Town of Camp Verde Wastewater Division 880 S Cowboy Trail

Container: **Ticket PO#:** WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	17.99	TON	$56.11	$1,009.42
AZ Adeq	17.99	TON	$0.58	$10.43

TICKET TOTAL **$1,019.85**

DETAILS OF SERVICE **Feb 24, 2026**

Vehicle: C13 **Carrier:** **Ticket#:** 771104

Profile#: 450377AZ **Manifest#:** 13503366 **Generator:** Town of Camp Verde Wastewater Division 880 S Cowboy Trail

Container: **Ticket PO#:** WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	21.92	TON	$56.11	$1,229.93
AZ Adeq	21.92	TON	$0.58	$12.71

TICKET TOTAL **$1,242.64**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE

Feb 24, 2026

Vehicle: C7
Carrier:
Ticket#: 771106
Profile#: 450377AZ
Manifest#: 13503368
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	19.00	TON	$56.11	$1,066.09
AZ Adeq	19.00	TON	$0.58	$11.02

TICKET TOTAL **$1,077.11**

DETAILS OF SERVICE

Feb 24, 2026

Vehicle: C11
Carrier:
Ticket#: 771107
Profile#: 450377AZ
Manifest#: 13503369
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	21.29	TON	$56.11	$1,194.58
AZ Adeq	21.29	TON	$0.58	$12.35

TICKET TOTAL **$1,206.93**

DETAILS OF SERVICE

Feb 25, 2026

Vehicle: C8
Carrier:
Ticket#: 771149
Profile#: 450377AZ
Manifest#: 13503378
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.54	TON	$56.11	$1,040.28
AZ Adeq	18.54	TON	$0.58	$10.75

TICKET TOTAL **$1,051.03**

DETAILS OF SERVICE

Feb 25, 2026

Vehicle: C7
Carrier:
Ticket#: 771154
Profile#: 450377AZ
Manifest#: 13503379
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.61	TON	$56.11	$1,044.21
AZ Adeq	18.61	TON	$0.58	$10.79

TICKET TOTAL **$1,055.00**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE — Feb 25, 2026

Vehicle: C11
Carrier:
Ticket#: 771156
Profile#: 450377AZ
Manifest#: 13503381
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	21.04	TON	$56.11	$1,180.55
AZ Adeq	21.04	TON	$0.58	$12.20

TICKET TOTAL **$1,192.75**

DETAILS OF SERVICE — Feb 25, 2026

Vehicle: C13
Carrier:
Ticket#: 771157
Profile#: 450377AZ
Manifest#: 13503380
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	24.18	TON	$56.11	$1,356.74
AZ Adeq	24.18	TON	$0.58	$14.02

TICKET TOTAL **$1,370.76**

DETAILS OF SERVICE — Feb 25, 2026

Vehicle: C8
Carrier:
Ticket#: 771168
Profile#: 450377AZ
Manifest#: 13503382
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.37	TON	$56.11	$1,030.74
AZ Adeq	18.37	TON	$0.58	$10.65

TICKET TOTAL **$1,041.39**

DETAILS OF SERVICE — Feb 25, 2026

Vehicle: C7
Carrier:
Ticket#: 771176
Profile#: 450377AZ
Manifest#: 13503383
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.96	TON	$56.11	$1,063.85
AZ Adeq	18.96	TON	$0.58	$11.00

TICKET TOTAL **$1,074.85**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE **Feb 25, 2026**

Vehicle: C11
Carrier:
Ticket#: 771178
Profile#: 450377AZ
Manifest#: 13503384
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	22.39	TON	$56.11	$1,256.30
AZ Adeq	22.39	TON	$0.58	$12.99

TICKET TOTAL **$1,269.29**

DETAILS OF SERVICE **Feb 25, 2026**

Vehicle: C8
Carrier:
Ticket#: 771187
Profile#: 450377AZ
Manifest#: 13503389
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.52	TON	$56.11	$1,039.16
AZ Adeq	18.52	TON	$0.58	$10.74

TICKET TOTAL **$1,049.90**

DETAILS OF SERVICE **Feb 25, 2026**

Vehicle: C7
Carrier:
Ticket#: 771193
Profile#: 450377AZ
Manifest#: 13503391
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.06	TON	$56.11	$1,013.35
AZ Adeq	18.06	TON	$0.58	$10.47

TICKET TOTAL **$1,023.82**

DETAILS OF SERVICE **Feb 25, 2026**

Vehicle: C8
Carrier:
Ticket#: 771207
Profile#: 450377AZ
Manifest#: 13503392
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.33	TON	$56.11	$1,028.50
AZ Adeq	18.33	TON	$0.58	$10.63

TICKET TOTAL **$1,039.13**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE — **Feb 25, 2026**

Vehicle: C8
Carrier:
Ticket#: 771237
Profile#: 450377AZ
Manifest#: 13503385
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.38	TON	$56.11	$1,031.30
AZ Adeq	18.38	TON	$0.58	$10.66

TICKET TOTAL **$1,041.96**

DETAILS OF SERVICE — **Feb 26, 2026**

Vehicle: C8
Carrier:
Ticket#: 771315
Profile#: 450377AZ
Manifest#: 13503431
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	15.51	TON	$56.11	$870.27
AZ Adeq	15.51	TON	$0.58	$9.00

TICKET TOTAL **$879.27**

DETAILS OF SERVICE — **Feb 26, 2026**

Vehicle: C13
Carrier:
Ticket#: 771316
Profile#: 450377AZ
Manifest#: 135036349
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	20.28	TON	$56.11	$1,137.91
AZ Adeq	20.28	TON	$0.58	$11.76

TICKET TOTAL **$1,149.67**

DETAILS OF SERVICE — **Feb 26, 2026**

Vehicle: C8
Carrier:
Ticket#: 771327
Profile#: 450377AZ
Manifest#: 13503386
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	18.84	TON	$56.11	$1,057.11
AZ Adeq	18.84	TON	$0.58	$10.93

TICKET TOTAL **$1,068.04**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE **Feb 26, 2026**

Vehicle: C13 | **Carrier:** | **Ticket#:** 771337

Profile#: 450377AZ | **Manifest#:** 13503387 | **Generator:** Town of Camp Verde Wastewater Division 880 S Cowboy Trail

Container: | **Ticket PO#:** WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	23.40	TON	$56.11	$1,312.97
AZ Adeq	23.40	TON	$0.58	$13.57
TICKET TOTAL				**$1,326.54**

DETAILS OF SERVICE **Feb 26, 2026**

Vehicle: C8 | **Carrier:** | **Ticket#:** 771355

Profile#: 450377AZ | **Manifest#:** 13503388 | **Generator:** Town of Camp Verde Wastewater Division 880 S Cowboy Trail

Container: | **Ticket PO#:** WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	19.25	TON	$56.11	$1,080.12
AZ Adeq	19.25	TON	$0.58	$11.17
TICKET TOTAL				**$1,091.29**

DETAILS OF SERVICE **Feb 26, 2026**

Vehicle: C13 | **Carrier:** | **Ticket#:** 771358

Profile#: 450377AZ | **Manifest#:** 13503432 | **Generator:** Town of Camp Verde Wastewater Division 880 S Cowboy Trail

Container: | **Ticket PO#:** WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	21.84	TON	$56.11	$1,225.44
AZ Adeq	21.84	TON	$0.58	$12.67
TICKET TOTAL				**$1,238.11**

DETAILS OF SERVICE **Feb 26, 2026**

Vehicle: C8 | **Carrier:** | **Ticket#:** 771372

Profile#: 450377AZ | **Manifest#:** 13503433 | **Generator:** Town of Camp Verde Wastewater Division 880 S Cowboy Trail

Container: | **Ticket PO#:** WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	19.45	TON	$56.11	$1,091.34
AZ Adeq	19.45	TON	$0.58	$11.28
TICKET TOTAL				**$1,102.62**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

DETAILS OF SERVICE — **Feb 26, 2026**

Vehicle: C13
Carrier:
Ticket#: 771374
Profile#: 450377AZ
Manifest#: 13503434
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	23.41	TON	$56.11	$1,313.54
AZ Adeq	23.41	TON	$0.58	$13.58
TICKET TOTAL				**$1,327.12**

DETAILS OF SERVICE — **Feb 26, 2026**

Vehicle: C8
Carrier:
Ticket#: 771391
Profile#: 450377AZ
Manifest#: 13503435
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	20.99	TON	$56.11	$1,177.75
AZ Adeq	20.99	TON	$0.58	$12.17
TICKET TOTAL				**$1,189.92**

DETAILS OF SERVICE — **Feb 26, 2026**

Vehicle: C13
Carrier:
Ticket#: 771395
Profile#: 450377AZ
Manifest#: 13503436
Generator: Town of Camp Verde Wastewater Division 880 S Cowboy Trail
Container:
Ticket PO#: WASTEWATER DIV

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Petroleum	25.10	TON	$56.11	$1,408.36
AZ Adeq	25.10	TON	$0.58	$14.56
TICKET TOTAL				**$1,422.92**

CURRENT INVOICE CHARGES — **$70,042.74**

Customer Name	Customer ID
TOWN OF CAMP VERDE	59737-45008

Invoice Date	Service Period	Invoice Number
Mar 02, 2026	Feb 01, 2026 - Feb 28, 2026	0018691-1556-6

Manage Your Account

Visit wmsolutions.com

Log in to manage disposal records and tonnage reports. To pay a bill or explore other online tools, visit **wm.com/MyWM**. Have a question? Fill out the Contact Us Form at **WMSolutions.com** or contact Customer Service.

Customer Service
(800) 963-4776

Pay Online

Use **wm.com** for quick and easy payments.

AutoPay

Set up recurring payments with us at **wm.com/myaccount**

Payment Charges

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of $5, or such late charge allowed under applicable law, regulation or contract.

Your Bill is Due on: **May 01, 2026**

$80,132.04

Quick Bill Summary

Previous Balance	**$10,089.30**
Payment	$0.00
Adjustments	$0.00
Disposal	$69,326.50
Services	$0.00
Surcharges	$716.24
Taxes	$0.00
Late Charges	$0.00
Current Invoice Charges	**$70,042.74**
TOTAL ACCOUNT BALANCE	**$80,132.04**

Important Messages

*****A simplified invoice is here. Based on customer feedback, we redesigned our invoices to share all the important billing information and charges you need in an easy-to-read format. Visit uqr.to/WMDisposalInvoice-EN to explore the key components of the new invoice.**

Please detach and send the lower portion with payment (no cash or staples)

WASTE MANAGEMENT OF ARIZONA, INC.
GRAY WOLF REGIONAL LANDFILL
PO BOX 3020
MONROE, WI 53566-8320
(800) 963-4776
TSCWESTERN@WM.COM

Customer ID	Invoice Number	Invoice Date	Due Date
59737-45008	0018691-1556-6	Mar 02, 2026	May 01, 2026

Amount $

1556000005973745008000186910000700427400008013204 8

I0306L19

TOWN OF CAMP VERDE
395 S MAIN ST
CAMP VERDE AZ 86322-7272

Send Payments to: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 7400
PASADENA, CA 91109-7400

040-0000033-1556-1