

**AGENDA - TOWN BOARD MEETING**

**December 26, 2024**

**1:00 pm**

**PUBLIC HEARING: INTRODUCTORY LOCAL LAW NO.10 OF 2024 A LOCAL LAW, WHICH EXTENDED FOR A FURTHER 12 MONTHS, LOCAL LAW NO. 4 OF 2023 A SIX-MONTH MORATORIUM PROHIBITING THE REVIEW AND APPROVAL OF CLEAN RENEWABLE ENERGY TECHNOLOGY BUSINESSES DEVOTED TO RESEARCH, EDUCATION, DISTRIBUTION OR APPLICATION OF TECHNOLOGICAL INNOVATION IN ALTERNATIVE ENERGY USES IN THE TOWN OF WARWICK FOR AN ADDITIONAL SIX (6) MONTHS TO EXPIRE JUNE 30, 2025**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATION**

**ACCEPTANCE OF MINUTES**

**1. Regular Meeting – December 12, 2024**

**2. Public Hearing- December 12, 2024 Local Law No. 9 of 2024 –Amend Ch. Procurement Policy**

**CORRESPONDENCE (Addendum # 1):**

**Board's Discussion on Correspondence**

**VISITING OFFICIALS**

**REPORTS OF BOARDS AND DEPARTMENT HEADS:**

- **Police**
- **DPW**
- **Water / Sewer**
- **Recreation**
- **Senior Liaison**

**TOWN BOARD REPORTS**

- **Councilman DeAngelo**
- **Councilman Kowal**
- **Councilman Mattingly**
- **Councilman Shuback**
- **Attorney Buckheit**
- **Town Clerk Astorino**
- **Supervisor Dwyer**

**PRIVILEGE OF THE FLOOR (AGENDA ITEMS)**

**NEW BUSINESS / RESOLUTIONS (Addendum #2):**

**APPROVAL TO PAY AUDITED BILLS:**

**PRIVILEGE OF THE FLOOR (GENERAL):**

**NEXT MEETING: Re-Organizational Thursday, January 2, 2024 @ 12:00pm**

**MOTION TO ADJOURN:**

**Addendum #1  
Page 1**

**CORRESPONDENCE:**

**JOHN RADER- Chief of Police, Town of Warwick. Letter dated December 4, 2024 to the Town Board requesting to appoint Ryan Bialosky as a part time police dispatcher.**

**JOHN RADER- Chief of Police, Town of Warwick. Letter dated December 4, 2024 to the Town Board requesting to appoint William C. Torres as a part time police dispatcher**

**SAM WALTER – Recreation Director. Email dated December 16, 2024 to the clerk requesting a refund of damage deposit for rental at Mountain Lake Park for Erica Tait.**

**ANTHONY PASCULLO - Building Inspector, Town of Warwick. Letter dated December 18, 2024 to the Town Board recommending a refund for a cancelled building permit for Abe Muller.**

**NYS OFFICE OF CANNABIS MANAGEMENT- Letter dated December 19, 2024 to the Town of Warwick regarding their decision to approve the license for OCMRETL-2023-001433 (10415 Jamaica LLC) located at 172 Route 94 South, Warwick, NY 10990.**

**JIM MEHLING – Resident, Warwick. Email dated December 19, 2024 to the Town regarding his concerns for the Cascade Hiking Trail.**

**JARED SIMON & CARRIE ZASLOW – Warwick Residents. Email dated December 16, 2024 regarding a short-term violation 20240114.**

**SAM WALTER – Recreation Director. Email dated December 20, 2024 to the clerk requesting a refund of deposit and fees for rental at Mountain Lake Park back to Amanda Morrissey.**

**NEW BUSINESS / RESOLUTIONS:**

**#R2024-500 APPROVE MOUNTAIN LAKE PARK RENTAL FEES FOR 2025**

**Motion to adopt the following rental fees for Mountain Lake Park 2025:**

**2025 Non-Profit & Resident Groups Under 100**

Lodge Dining Hall	\$75
Lodge Lounge	\$25
Lodge Lower Level	\$50
Community Room	\$25
Cabins/Apartments (based on style)	\$125/\$150/\$225
Lakeside Pavilion	\$100
Dance Studio	\$25
Kitchen Full Day	\$175
Kitchen Per Hour	\$25
Kitchen Storage	\$10
Serving Station	\$15
Tablecloths	\$5
Round Tables	\$5

Lakeside Picnic Tables & Grills Free

**2025 Non-Residents Groups Under 100**

Lodge Dining Hall	\$85
Lodge Lounge	\$35
Lodge Lower Level	\$60
Community Room	\$35
Cabins/Apartments	\$150/\$225/\$375
Lakeside Pavilion	\$125
Dance Studio	\$35
Lakeside Picnic Tables & Grills	\$200

**2025 Refundable Deposit**

Lodge Dining Hall	\$200
Lodge Lounge	\$100
Lodge Lower Level	\$100
Community Room	\$50
Cabins/Apartments	\$100
Lakeside Pavilion	\$200
Dance Studio	\$100
Lakeside Picnic Tables & Grills	\$100

This pricing is used for:  
Events under 100 people  
Events in one location  
Events with their own set-up/clean-up  
All other events use Package Pricing 2025

**#R2024-501 APPROVE MOUNTAIN LAKE PARK FEES FOR 2025 PACKAGE PRICING FOR MULTIPLE DAY EVENTS**

**Motion to adopt the following fees for Mountain Lake Park 2025 Package Pricing for Multiple Day Events, Multiple Location Events, Events over 100 people, and Weddings & Retreats**

<b>Package Name</b>	<b>Type</b>	<b>Off Season</b>	<b>Peak Season</b>	<b>Non-Resident</b>
Group Weekend (3 Day for over 20 people)	Retreats and Family Reunions	\$5,200 Nov-March	\$6,000 April – October	\$7,500
Indoor Wedding	Indoor Ceremony & Reception	\$2,500 Nov – March	\$2,750 April – October	\$3,500
Intimate Wedding (50 or fewer guests)	Indoor Ceremony & Reception	\$1,500 Nov – March	\$2,000 April – October	\$2,500
Outdoor Wedding	Outdoor Ceremony, Cocktails in Lodge, Reception in Lakeside Pavilion	\$4,000 April	\$5,000 May – October	\$6,500
Combination Wedding	Outdoor Ceremony, Indoor Cocktails in Lodge or by Lake, Reception in Lodge	\$3,200 April	\$3,750 May-October	\$4,750
Festival Wedding Weekend (3 Day)	Rehearsal Dinner, Combination or Outdoor Wedding, Farewell Brunch	\$5,200 April	\$6,000 May – October	\$7,500
Other Social Event with over 100 people (Sweet 16, BarMitzvah)	Indoor Welcome, Cocktails, and Dinner/Dancing in Lodge	\$2,500 Nov – March	\$2,750 April – October	\$3,500
Overnight Accommodations Per Night	Apartments, Private Cabins, Dormitory Style Cabins	Apartments: \$125 Res \$150 Non-Res	Private Cabins: \$150 Res/\$225 Non-Res for 2 Bedroom \$225 Res/\$375 Non-Res for 3 Bedroom	Dormitory Style Cabins: \$50 Res/Non-P \$75 Non-Res/P

**#R2024-502 AUTHORIZE THE SUPERVISOR TO SIGN AN AGREEMENT WITH PMG MANAGEMENT**

**Motion to authorize the Supervisor to sign an agreement with Pavement Management Group for road management program in the Town of Warwick at a cost not to exceed \$39,842.75.**

**#R2024-503 AUTHORIZE THE TOWN SUPERVISOR TO DIRECT THE PAYMENT OF REIMBURSEMENT TO THE WARWICK HUMANE SOCIETY, INC. FOR HVAC REPLACEMENT**

**Motion to contribute \$2,470.00 to the Humane Society for HVAC on Town owned kennels.**

**#R2024-504 AUTHORIZE THE SUPERVISOR TO SIGN AN INTER-MUNICIPAL AGREEMENT WITH GREENWOOD LAKE FOR THE PERFORMANCE OF PUBLIC WORKS SERVICES**

**Motion to authorize the Supervisor to sign an inter-municipal agreement with Greenwood Lake for the performance of Public Works Services from November 1, 2024 through October 31, 2027.**

**#R2024 -505 REFUND DEPOSIT AND FEE FOR MOUNTAIN LAKE PARK RENTAL – AMANDA MORRISSEY**

**Motion to refund \$600.00 back to Amanda Morrissey for Mountain Lake Park Rental cancellation as per email dated December 20, 2024 from the Recreation Director.**

**#R2024-506 CREATE FULL TIME WATER & WASTEWATER ASSISTANT POSITION**

**Motion create a full-time competitive position for a water and wastewater assistant, grade 4 in CSEA and amend town employment schedules to reflect his position with Orange County Civil Service.**

**#R2024-507 REFUND PORTION OF BUILDING DEPARTMENT FEE- ABE MULLER**

**Motion to refund a portion of the Building fee in the amount of \$218.00 back to Abe Muller for a cancelled application for a finished basement as per letter from Building Inspector dated December 18, 2024.**

**#R2024-508 REFUND DAMAGE DEPOSIT FOR MOUNTAIN LAKE PARK RENTAL- ERICA TAIT**

**Motion to refund damage deposit in the amount of \$1,000.00 back to Erica Tait for Mountain Lake Park rental.**

**#R2024-509 USE ARPA FUNDS TO PAY PORTION OF REMAINING BALANCE-  
GLASCO UV DISINFECTION SYSTEM SEWER DISTRICT #1**

**Motion to use ARPA funds to pay a portion of the remaining balance in the amount of \$10,995.29 toward Glasco UV Disinfection system in the Sewer District Number 1.**

**#R2024-510 ADOPT LOCAL LAW NO. 10 OF 2024 A LOCAL LAW, WHICH EXTENDED FOR A FURTHER 12 MONTHS, LOCAL LAW NO. 4 OF 2023 A SIX-MONTH MORATORIUM PROHIBITING THE REVIEW AND APPROVAL OF CLEAN RENEWABLE ENERGY TECHNOLOGY BUSINESSES DEVOTED TO RESEARCH, EDUCATION, DISTRIBUTION OR APPLICATION OF TECHNOLOGICAL INNOVATION IN ALTERNATIVE ENERGY USES IN THE TOWN OF WARWICK FOR AN ADDITIONAL SIX (6) MONTHS TO EXPIRE JUNE 30, 2025**

**Motion to adopt Local Law No. 10 of 2024 a Local Law, which extended for a further 12 months, Local Law no. 4 of 2023 a six-month moratorium prohibiting the review and approval of clean renewable energy technology businesses devoted to research, education, distribution or application of technological innovation in alternative energy uses in the town of Warwick for an additional six (6) months to expire June 30, 2025.**

**#R2024-511 BUDGET TRANSFERS- COMPTROLLER**

**Motion to authorize the attached budget transfers as prepared by the Town Comptroller.**

**#R2024-512 APPOINT PART-TIME POLICE DISPATCHER- RYAN BIALOSKY**

**Motion to appoint Ryan Bialosky as a part time Police Dispatcher at a rate of pay of \$21.50 per hour effective January 4, 2025 as per recommendation letter dated December 3, 2024, from the Police Chief.**

**#R2024-513 APPOINT PART-TIME POLICE DISPATCHER- WILLIAM C. TORRES**

**Motion to appoint William C. Torres as a part time Police Dispatcher at a rate of pay of \$21.50 per hour effective January 4, 2025 as per recommendation letter dated December 3, 2024, from the Police Chief.**

## NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that the Town Board of the Town of Warwick will be holding a Public Hearing to consider Proposed Introductory Local Law No. 10 of 2024 entitled, "a Local Law, Amending Local Law No. 1 of 2024 "a Local Law, which extended for a further 12 months, Local Law No. 4 of 2023, a six month moratorium prohibiting the review and approval of clean renewable energy technology businesses devoted to research, education, distribution or application of technological innovation in alternative energy uses in the Town of Warwick for an additional six (6) months to expire June 30, 2025. Said hearing to be held on Thursday, December 26, 2024, at 1:00 p.m. or soon thereafter may the matter be heard at Town Hall, 132 Kings Highway, Town of Warwick.

A complete copy of the Introductory Local Law is available for inspection in the Clerk's Office and/or the Town of Warwick website, [townofwarwick.org](http://townofwarwick.org).

All interested persons will be given the opportunity to be heard.

DATED: December 11, 2024

**BY ORDER OF THE TOWN  
BOARD OF THE TOWN OF WARWICK  
EILEEN ASTORINO  
TOWN CLERK**



# Office of Cannabis Management

<b>KATHY HOCHUL</b>	<b>TREMAINE WRIGHT</b>	<b>JESSICA GARCIA</b>	<b>HOPE KNIGHT</b>	<b>CRYSTAL J. RODRIGUEZ DABNEY</b>	<b>JENNIFER GILBERT JENKINS</b>	<b>FELICIA A.B. REID</b>
Governor	Cannabis Control Board Chair	Board Member	Board Member	Board Member	Board Member	Acting Executive Director

December 19, 2024

SENT VIA EMAIL

Town of Warwick  
132 Kings Highway  
Warwick, NY 10990

Re: Response from the New York State Cannabis Control Board under Cannabis Law Section 76(4)

Dear Town of Warwick:

This letter is in reference to the Cannabis Control Board's decision to approve the license for OCMRETL-2023-001433 (10415 Jamaica LLC) located at 172 State Route 94 South, Warwick NY 10990.

Pursuant to Article 4 of the Cannabis Law, the Cannabis Control Board (Board) is authorized to issue registrations, licenses, and permits related to adult-use retail dispensaries, registered organization with dispensary (ROD), or for on-site consumption (License) within the State. Section 76(4) of the Cannabis Law provides that when a city, town, or village within New York State (Municipality), or a community board within New York City (Community Board), expresses an opinion (Opinion) either for or against the Board's issuance for a License authorizing retail cannabis sale within their geographic bounds, the Board shall respond in writing with an explanation as to how it considered the Opinion. Furthermore, Part 119 of Title 9 of New York Codes Rules and Regulations (9 NYCRR) proscribes the timeframe of thirty (30) days, with the option to request thirty (30) additional days, in which a Municipality or Community Board may submit their Opinion to the Board.

On or about 10/22/2024 the Board received an Opinion from your office (Office) outlining concerns on the review and issuance of a license to 10415 Jamaica LLC and the Board is responding as follows:

Pursuant to 9 NYCRR, the Board implemented distance and proximity requirements between licensed retail dispensaries, including RODs, on-site consumption sites, and microbusiness retail locations, from other similarly licensed entities, houses of worship, schools, and public youth facilities, where applicable.

The Municipality Rulemaking regulations (9 NYCRR) require:

- o A proposed adult-use cannabis retail dispensary location to not be located in a municipality that opted out of allowing retail dispensary locations.
- o A minimum distance of 2,000 feet between adult-use cannabis retail dispensaries in municipalities with a population less than 20,000.





# Office of Cannabis Management

<b>KATHY HOCHUL</b>	<b>TREMAINE WRIGHT</b>	<b>JESSICA GARCIA</b>	<b>HOPE KNIGHT</b>	<b>CRYSTAL J. RODRIGUEZ DABNEY</b>	<b>JENNIFER GILBERT JENKINS</b>	<b>FELICIA A.B. REID</b>
Governor	Cannabis Control Board Chair	Board Member	Board Member	Board Member	Board Member	Acting Executive Director

- A minimum distance of 1,000 feet between adult-use cannabis retail dispensaries in municipalities with a population 20,000 or more.
- A minimum straight-line measurement of 200 feet between any cannabis dispensary and a building exclusively used as a house of worship.
  - The two entities must be located on the same street for the 200-foot requirement to be applicable.
- A minimum straight-line measurement of 500 feet between any cannabis dispensary and a public youth facility or building exclusively used as a school.
  - The two entities must be located on the same street for the 500-foot requirement to be applicable.
  - Public Youth facility means a location or structure owned by a government or government subdivision or agency, that is accessible to the public, where the primary purpose is to provide recreational opportunities or services to children or adolescents of whom the primary population is reasonably expected to be seventeen (17) years of age or younger. Please note, in order of a location to be considered a public youth facility it must be designated as such by a local municipality via the passage of a local law

In its consideration of the proposed license, the Board reviewed and confirmed the foregoing proximity requirements in its decision to grant or deny the licensee to the applicant.

In the attached opinion, your Office raised concerns regarding the Town’s requirements of this applicant obtaining a Special Use Permit from the Planning Board. The Board appreciates the Town for providing this information, and wants to clarify that on the application, applicants attest to a requirement that “[A]n applicant and licensee shall have an obligation to ensure that the information, documentation, attestations and assurances submitted to the Office of Cannabis Management (“OCM”) are not fraudulent, false, or misleading” as required by Section 120.1(g) of Title 9 of New York Codes Rules and Regulations (9 NYCRR), which includes obtaining all necessary permits, a certificate of occupancy and meeting all Town codes and license requirements. As such, the Board is authorized to issue such final licensure based on an applicant satisfying all requirements in Cannabis Law and Regulations. Please note, OCM can also require that the applicant/licensee show proof that they obtained the local permit necessary after license issuance. Even though the business has been issued a license from OCM, it is still subject to all applicable local laws/codes that are not specific to our licensed businesses.

The Board reviewed and confirmed 10415 Jamaica LLC completion of all application requirements for final licensure. After careful review and consideration of the opinion received from your Locality, and pursuant to the Cannabis Law and related regulations, a license OCM-



## Office of Cannabis Management

**KATHY  
HOCHUL**

Governor

**TREMAINE  
WRIGHT**

Cannabis  
Control  
Board Chair

**JESSICA  
GARCIA**

Board Member

**HOPE  
KNIGHT**

Board Member

**CRYSTAL J.  
RODRIGUEZ  
DABNEY**

Board Member

**JENNIFER  
GILBERT  
JENKINS**

Board Member

**FELICIA A.B.  
REID**

Acting  
Executive Director

RETL-24-000123 was approved for 10415 Jamaica LLC located at 172 State Route 94 South, Warwick NY 10990.

If you have any questions regarding this letter, please contact the New York State Office of Cannabis Management at [municipalities@ocm.ny.gov](mailto:municipalities@ocm.ny.gov).

Sincerely,  
Cannabis Control Board

X

**Town of Warwick/Village of Greenwood Lake Inter-municipal Agreement for  
the Performance of Public Works Services**

**THIS AGREEMENT**, made January \_\_\_\_, 2025 by and between the Village of Greenwood Lake, a New York municipal corporation with an address of 18 Church Street, Greenwood Lake, New York 10925 (hereinafter the "Village") and the Town of Warwick, a New York municipal corporation with an address of 132 Kings Highway, Warwick, New York 10990 (hereinafter "the Town")

**WITNESSETH THAT:**

**Whereas**, it is an important and integral function of the Village of Greenwood Lake to provided public works services to the residents and businesses of the Village of Greenwood Lake including but not limited to road maintenance and repair, snowplowing and sanding of roadways, and for the maintenance and repair of storm water sewer and municipal water supply infrastructure, (See Schedule A) and

**Whereas**, the Village of Greenwood Lake is also charged with the responsibility of maintaining the fiscal health of the municipality and therefore must provide these services in a cost effective manner, and

**Whereas**, increasing real property taxes place an extreme financial burden on the residents and businesses within the Village of Greenwood Lake , and

**Whereas**, the Town of Warwick maintains a Department of Public Works Department and possesses the resources to provide department of public works services to the Village of Greenwood Lake on a contractual basis for public works services needed by the Village of Greenwood Lake, and can provide those services in a more efficient and cost effective manner than the Village of Greenwood Lake can provide on its own, and

**Whereas** the Board of Trustees Village of Greenwood Lake has found it to be in the best interests of the Village of Greenwood Lake to dissolve it Department of Public Works and to enter into an inter-municipal agreement with the Town of Warwick for public works services and by Resolution No. 40 of 2008, the Village Board of Trustees of the Village of Greenwood Lake authorized the Mayor of the Village of Greenwood Lake to negotiate and enter into an inter-municipal agreement for the performance of public works services within the Village of Greenwood Lake, and

**Whereas**, the State of New York encourages the efficient and cost effective delivery of municipal services and encourages cooperation among municipalities

to deliver municipal services in a cost effective manner through the use of inter-municipal agreements, and

**Whereas** the Town of Warwick has determined that economies of scale allow its Department of Public Works to provide public works services to the Village of Greenwood Lake in a cost effective and efficient manner and that the compensation to be paid by the Village of Greenwood Lake will help offset expenses incurred by the property owners and taxpayers of the Town of Warwick and that entering into an inter-municipal agreement for the performance of public works services within the Village of Greenwood Lake is in the best interests of the Town of Warwick and by Resolution No. \_\_\_\_\_, the Town board of the Town of Warwick has authorized the Town Supervisor of the town of Warwick to enter into an inter-municipal agreement with the Village of Greenwood Lake for the performance of public works services, and

**WHEREAS**, under Article 5-G Section 119-o of the General Municipal Law of the State of New York, municipalities have the authority to enter into inter-municipal agreements and jointly perform services regarding subjects each separately has the power to perform; and

**WHEREAS**, this inter-municipal agreement is voluntary and will not be construed so as to interfere with or diminish any municipal powers, authority, or regulatory authority of any of the participating municipalities.

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, the parties to this agreement do hereby agree as follows:

**First:** This agreement shall be in effect for a three year period commencing on November 1, 2024 and ending on October 31, 2027. This agreement shall automatically renew for successive three (3) year terms unless mutually modified in writing or terminated by either party prior to its expiration.

**Second:** That any party to this agreement may terminate the agreement at any time but must do so by providing ninety (90) days notice in writing of the termination, the reasons for the termination, and the effective date thereof. Upon termination of this agreement, Town shall continue to perform services at the then current rate until the conclusion of the ninety (90) day period and Village shall pay for the said services at the conclusion of the ninety (90) day period.

**Third:**

The Town of Warwick agrees to provide Public Works equipment, personnel and services to the Village of Greenwood Lake during the term of this agreement for

the performance of, but not necessarily limited to, the services specified in "Schedule A" attached hereto.

A Village Buildings and Grounds Employee will be using the Village equipment, tools and will be assigned a vehicle out of the Village DPW fleet. The Village Buildings and Grounds Employee will be using the time clock at the DPW garage, will have use of the common facilities. The Village Building and Grounds Employee will coordinate his/her Village approved job duties with the Supervisor/Deputy Commissioner. When requested by the use of any other Village owned DPW equipment, tools and vehicles will be addressed under a separate inter-municipal agreement and other work performed shall be subject to Town Department of Public Work priorities.

#### **Fourth: Compensation**

The Town will be paid and the Village will pay an annual fee of \$537,447.82 for the first year 2025-2026 of the contract term to be paid quarterly beginning on July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup> and April 1<sup>st</sup> for the performance of public works services specified herein at Schedule A. The annual fee for subsequent contract terms shall be subject to review and negotiation prior to the expiration of each anniversary of this agreement.

#### **Fifth. Contact Person**

Each municipality agrees to appoint a person to act as a liaison to serve as the "Public Works Contact person" hereinafter referred to as the "Contact Person" between the municipalities in order to support and facilitate the orderly and efficient performance of services and the distribution of equipment requests and related relevant concerns.

Unless otherwise appointed by a Resolution of the Municipality's governing body, the Village's Public Works Contact Person will be the Mayor and the Town's Public Works Contact Person will be the Town Supervisor and/or their designated representative.

The Town Public Works Contact Person or an acceptable representative shall attend a monthly department head meeting with the Village and shall attend at least one monthly Village Board meeting and provide a Public Works Department report at the meeting (preferably the first meeting of each month).

#### **Sixth: Level of Service**

The Town agrees to provide all services in a professional and workmanlike manner.

Staffing shall include on a regular basis a heavy equipment operator, motor operator, 2 laborers and mechanic to be overseen by the Commissioner of DPW in the Town of Warwick or his or her designated representative.

#### **Seventh: Equipment**

**The Village and The Town will provide specialized equipment as necessary to perform the obligations under this agreement. New equipment deemed essential to perform these obligations will be funded in a cost share of 70% Village/30% Town.**

**Eighth: No Charge Policy**

Similar to mutual aid for police and fire departments, the Contact Person may lend Municipal equipment to the designated municipalities or County on an occasional basis, without charge, at his or her sole discretion.

**Ninth:** : Employees or contractors hired for the performance of the work under the Plan will be hired with no discrimination by reason of race, creed, color, sex, age, physical disability, or national origin.

**Tenth: Other Agreements**

The Town reserves the right to enter into any other contracts with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

**Eleventh: Indemnification**

Each municipality hereby indemnifies and holds the other harmless against all losses, claims, or liabilities of any kind (including reasonable attorneys' fees and costs) for personal injury or property damage, arising out of the actions taken by either party pursuant to this Agreement.

**Twelfth: Insurance**

During the term of this Agreement, the Town and the Village will keep in force, at its own respective expense, (i) comprehensive general liability insurance, including contractual liability, with carriers authorized to do business in New York with minimum limits of \$1,000,000.00 per occurrence and, and \$2,000,000.00 policy aggregate on combined single limit for bodily injury and property damage, as well as an umbrella/excess liability coverage with limits of no less than \$5,000,000.00 per occurrence and \$10,000,000.00 policy aggregate. Both will also keep in force commercial automobile coverage with a liability limit of \$1,000,000.00 per occurrence, combined single limit for both bodily injury and property damage. Both the Town of the Village shall provide each other with a Certificate of Insurance naming the each other as additional insured, and stating that said policy cannot be cancelled except on thirty (30) days' notice.

**Twelfth. Notices:**

Any notice or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given upon receipt if and when delivered personally, mailed registered mail, return receipt requested, delivered by courier, to the individuals listed below:

If to the Village:  
Village of Greenwood Lake  
Attn: Mayor Thomas Howley  
P.O. Box 7  
18 Church Street  
Greenwood Lake, NY 10925

If to the Town:  
Town of Warwick  
Attn: Supervisor Jesse Dwyer  
132 Kings Highway  
Warwick, NY 10990

**Fourteenth: Headings.**

All Section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any Section.

**Fifteenth: Entire agreement.**

This Agreement constitutes the entire agreement among the parties and supersedes any prior agreement or understanding among them respecting the subject matter of this Agreement.

**Sixteenth: Binding agreement.**

This Agreement shall be binding upon, and inure to the benefit of the parties hereto their successors, heirs, legatees, devisees, assigns, legal representatives, executors and administrators.

**Seventeenth: Counterparts:**

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart of this Agreement shall for all purposes be deemed a fully executed instrument.

**Eighteenth: No partnership intended.**

This Agreement is an Inter-municipal Agreement under Article 5-G of the General Municipal Law. The parties expressly do not intend hereby to form a partnership under either the New York Uniform Partnership Law or the New York Uniform Limited Partnership Law. The parties do not intend to be partners one to another or partners as to any third party.

**Nineteenth:** If any term or provision of this agreement or the application thereof shall, to any extent, be invalidated or unenforceable, the remainder of this agreement or the application of such term or provision, other than those to which it is held invalid or unenforceable, shall be unaffected thereby, and each term and provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.

**Twentieth:** During the term of this agreement, the Town shall have the right to occupy and utilize the Village DPW Building and to store machinery and equipment in and around said Building. The Town shall maintain and repair the Village DPW Building as and when needed in order to reasonably maintain the condition of the Building in its present condition. The Town shall not be required to pay rent for the use and occupancy of the Village DPW Building. The Town may store other Town equipment and machinery unrelated to the work and services contemplated herein at the Village DPW Building.

**Twenty-first:** During the term of this agreement the Town shall have the right to utilize the Village gas pumps and to purchase gas from the Village gas pumps as and when needed. The Town agrees to pay the Village for the cost of any fuel utilized at the prices then in effect and imposed by the Village.

**Twenty-second:** Nothing in this agreement shall obligate the Town of Warwick to defend any possible lawsuit or other proceeding filed by or on behalf of the existing Village Department of Public Works employees arising out of the establishment of a collective bargaining unit and the actions of the Village prior to or at the time this agreement was entered into.

**IN WITNESS WHEREOF**, the following parties have executed this agreement.

Town of Warwick

Village of Greenwood Lake

By: \_\_\_\_\_  
Jesse Dwyer, Supervisor

By: \_\_\_\_\_  
Thomas Howley, Mayor



## Schedule A

### Required Public Works Services

- a. Snowplowing, snow and ice removal and sanding of all Village maintained streets, roadways.
- b. Installation, maintenance and repair of Village streets, roadways, and signage.
- c. Maintenance of shoulders and lands adjacent to Village streets, roadways, drainage and culvert maintenance and repair.
- d. Assistance with maintenance and repair of the Village municipal water lines
- e. Weed harvesting, emergency assistance for Lake Maintenance such as abandoned dock removal or a drawdown cleanup
- f. Emergency tree damage
- g. Disposal of brush and leaves
- h. Routine Maintenance and repair of Village DPW Building but no capital improvement work, however, the Town will repair damage caused by Town DPW personnel or equipment
- i. Property maintenance violations and condemnation
- j. Assistance with Capital Projects
- k. Mechanical maintenance and repair of Village equipment and vehicles including police cars

## **Schedule B**

- a. Property maintenance violations and condemnation work.
- b. Removal of snow from Village sidewalks (at the request of the Village and within a reasonable time after snow events)

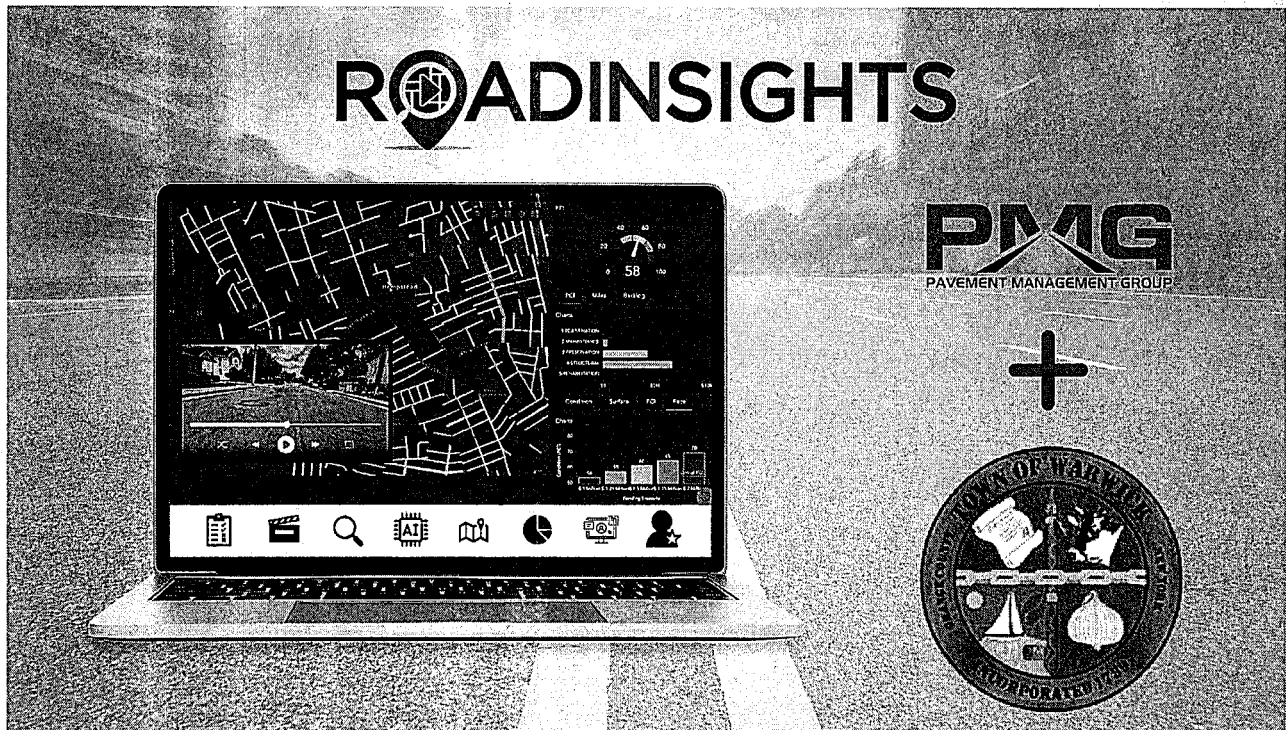
# PMG

PAVEMENT MANAGEMENT GROUP

## YOUR PAVEMENT MANAGEMENT PROPOSAL

PREPARED: Thursday, December 12, 2024

FOR: Town of Warwick, NY



## YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

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**The Hon. Jesse Dwyer**

Town Supervisor  
132 Kings Highway  
Warwick, New York 10990

Dear Supervisor Dwyer :

The following, all-inclusive proposal and managed services agreement from Pavement Management Group will provide the Town of Warwick, NY with a turn-key pavement management program for the estimated 155-centerline mile roadway network. The project scope and pricing provided is valid for 90 days from today's date.

To move forward, please enter the purchase order number, sign and date on the "Project Costs and Execution Page" (Page 9), and then submit electronically to schedule your project kickoff meeting.

On behalf of Team PMG, we'd like to thank you for the opportunity to service your pavement management needs and look forward to working with you!

Respectfully,



**JAMES GOLDEN**

*Founder and CEO*

(740) 507-3842

[James@PavementManagement.com](mailto:James@PavementManagement.com)

A handwritten signature in cursive script that reads "James Golden III".



**HOWARD MILLS**

*Partner and EVP, Business Development*

(646) 275-2395

[Howard@PavementManagement.com](mailto:Howard@PavementManagement.com)

A handwritten signature in cursive script that reads "Howard Mills".



# YOUR PAVEMENT MANAGEMENT PROPOSAL FROM PMG

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## I. Introduction

Pavement Management Group (PMG) is a professional services firm based in Ohio, specializing in turnkey pavement management solutions for public agencies across the United States. Our mission is to provide standardized pavement management services that are accessible and cost-effective for municipalities and counties, helping you maximize current budgets, optimize roadway conditions, and extend the life of your infrastructure.

At PMG, we leverage our RoadINsights™ platform, a comprehensive, data-driven pavement management tool that combines streaming high-definition video, ASTM condition assessment, qualified maintenance and repair treatments, and targeted budget scenarios. This platform provides critical insights in an interactive, online format, tailored to meet your specific goals and objectives, ensuring effective management of your roadway network.

Our team of dedicated pavement experts brings expertise in pavement condition assessment, pavement performance, maintenance and repair strategies, GIS applications, project management, and advanced mobile mapping technologies. We are committed to delivering high-quality, actionable data to support your infrastructure management needs.

## II. Scope of Services

### A. Project Management and Kickoff

PMG will initiate the project with a kickoff meeting, hosted via Zoom, to ensure all stakeholders are aligned on the project's scope, timeline, and deliverables. During this meeting, our project manager will outline the specific tasks and milestones, discuss the necessary resources, and address any questions or concerns. We will also request any additional information or resources from the client that are essential for the timely and successful completion of the project. This meeting sets the foundation for a smooth and efficient project execution.

### B. Pavement Network Inventory

The inventory stage is crucial for defining and organizing the roadway network that falls under your municipality's maintenance and repair responsibilities. During this stage, we will establish logical pavement sections, typically on a block-by-block basis, and systematically tag all relevant inventory attributes for each section. These attributes include Length, Width, Area, Surface Type, Functional Classification, Number of Lanes, Shoulder Type, and more.



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A well-organized inventory of your pavement network is essential for accurate field data capture, distress identification, and condition assessment. This stage culminates in the creation of a central database that represents your entire roadway network in both data-driven and map-driven formats. The inventory will be integrated with your existing pavement network GIS and seamlessly incorporated into our RoadlNsights™ platform, ensuring that all subsequent project phases are grounded in precise and comprehensive data.

### **C. Onsite Video Capture**

Following the definition and client verification of the pavement network inventory, our specialized video capture team will proceed with capturing high-definition video of all designated pavement sections. This video sets the stage for all subsequent distress identification and condition assessment activities and will be made available in high-definition, streaming format within our RoadlNsights™ platform.

The video capture process is conducted by a single vehicle operated by PMG-trained professionals dedicated to this task. Designed for efficiency and minimal disruption, the capture is performed entirely from within the vehicle, requiring no traffic control or extensive mobilization. Our vehicle will operate at or below posted speed limits, ensuring a continuous and safe process. The capture is timed to occur during non-peak hours, minimizing traffic impact and ensuring the least inconvenience to the public.

Prior to the scheduled onsite drive, the project manager will provide detailed information about the driver and vehicle, which you can distribute to internal departments, law enforcement, and residents. This proactive communication ensures that all stakeholders are informed, allowing the process to proceed smoothly and without incident, while maintaining the safety and convenience of your community.

### **D. Condition Assessment**

At PMG, we utilize a proprietary Artificial Intelligence (AI) model to meticulously identify, document, and quantify all distresses within each section of the pavement network. This AI-driven process ensures comprehensive and precise capture of distress data, which is critical for effective pavement management.

Once the distress data is collected, it is imported into the PAVER pavement management system for an initial Pavement Condition Index (PCI) calculation.



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The PCI is a widely recognized metric that evaluates the overall condition of pavement sections on a numeric scale ranging from 0 to 100, with 0 indicating a failed pavement and 100 representing an excellent condition.

What sets PMG apart from tech and AI-only approaches is our commitment to quality assurance. Our team of PMG-trained experts, who specialize in this discipline, conducts a thorough review of all documented distress data. This meticulous quality-checking process ensures a precise and objective PCI value assignment that strictly adheres to ASTM D6433 standards. By integrating advanced AI technology with expert human oversight, we guarantee that the PCI values assigned are not only accurate but also fully compliant with industry benchmarks.

The finalized PCI allows us to classify each pavement section into one of five distinct condition categories. By following a scientific methodology as defined by the ASTM condition assessment standards and leveraging PCI high and low breakpoint categories for each of the five conditions, we can accurately qualify each roadway section for its current maintenance and repair treatment needs. This structured approach ensures that interventions are not only targeted but also highly effective in extending the life of your roadway network.

### **E. Treatment Qualification and Recommendation**

PMG leverages our standardized condition assessment values along with our expert knowledge of pavement maintenance and repair treatments currently employed by your agency or available within your geographic location. We work closely with local contractors and review your actual bids, contracts, and current pricing to gather accurate unit costs for each treatment. This data is then used to analyze and recommend the most appropriate maintenance and repair treatments for every pavement section.

The final result is a comprehensive assessment of the current treatment needs and associated repair costs for each section, categorized into one of the following five treatment categories: Rejuvenation, Maintenance, Preservation, Structural, and Rehabilitation. All this data is integrated into our centralized dataset and made accessible through our RoadInsights™ platform. This ensures that you have all the necessary insights into specific areas and sections with recommended treatments, along with a clear quantification of the associated costs.





### **F. Targeted Budget Scenarios**

Once all pavement conditions have been assessed and sections have been qualified for their appropriate maintenance and repair treatments, PMG is equipped to develop targeted, data-driven budget scenarios tailored to your specific goals. These scenarios are designed to provide stakeholders with clear, objective insights into the financial requirements needed to maintain or improve the roadway network over time.

Our targeted budget scenarios focus on identifying the annual funding necessary to implement PMG's recommended maintenance and repair strategies, with the goal of achieving specific average roadway network conditions over a five-year period. By analyzing the current state of your pavement network and aligning it with your budget constraints or performance goals, we offer a range of actionable scenarios.

Typical scenarios provided by PMG include:

- Annual Funding to Maintain Current Network Average PCI: This scenario outlines the funding required each year to sustain the current Pavement Condition Index (PCI) across your network, ensuring that your roadways do not deteriorate below their present condition.
- Annual Funding to Improve Network Average PCI: This scenario identifies the necessary annual investment to elevate the current network average PCI to a desired target, reflecting your long-term infrastructure goals and objectives.

These scenarios are invaluable for future planning initiatives, enabling clear communication of the current and projected status of your pavement network to residents, government officials, and other stakeholders. By providing a transparent view of the financial implications of various maintenance strategies, PMG helps you make informed decisions that balance immediate needs with long-term objectives.

### **G. Project Deliverable and Closeout**

The following deliverables will be provided to the client in both an online accessible format and a physical hard drive:



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- RoadINsights™ Web/GIS-Based Platform: Includes streaming HD video, detailed analytics, and interactive tools for managing your pavement network.
- Dedicated Shared Google Drive: A secure location for all project files, reports, and videos, easily accessible by your team.
- Final Project Report: Available in both PDF format and through our online platform for convenient access and review.
- Final Inventory and Condition Data: Delivered in multiple formats to suit your needs:
  - Excel Spreadsheet Format
  - GIS Shapefile Format
  - Google Earth Accessible Format

PMG will also host a Zoom-based meeting to present the finalized project report and deliverables. During this meeting, we will provide training on navigating your RoadINsights™ online dashboard, ensuring you can fully utilize all the tools and insights available. If desired, an onsite meeting can be arranged for an additional fee, to be discussed and agreed upon between PMG and the client.

The following Data Management, Hosting and Support Services are included for two full years, as well as complete access to your RoadINsights platform.

### **H. Data Management, Hosting and Support Services**

PMG completes our turn-key pavement management solution through our annual data management, RoadINsights hosting, consulting, training, support services:

- 2 Years of RoadINsights – Unlimited accessibility and video streaming capability
- 2 Years of Data Management for all of work history and inventory updates
- 2 Years of Continued Consulting, Training, and Support Services
  - Up to 4 Hours available with a PMG pavement management expert
  - (1) Annual program review with CEO, James Golden (Remote)
  - (1) Annual program review with EVP, Howard Mills (Remote)
  - (1) Annual council/board presentation from CEO James Golden or EVP Howard Mills (Remote)
    - Onsite presentation available for a discussed additional fee



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- o Dedicated scheduling links and points of contact for added convenience

These services provide the critical systems, tools, data, accessibility, and resources to keep your pavement management program up to date, and in-between your condition assessment cycles.

Your pavement management services will begin on the date of our Project Review and Closeout Meeting and will end on the same anniversary date the following year.

PMG will provide a proposal for continued pavement management services, including any additional inventory updates, complete video capture, condition assessment and managed services for an additional two years, 30 days before expiration.

### III. Schedule

PMG recommends a Q1/Q2 2025 Project Schedule. Once PMG has received a signed copy of this proposal with the purchase order number, we will schedule and host the project kickoff meeting, typically within two weeks of receipt. The actual project schedule will be reviewed and discussed on this call, with services typically beginning within 30 days of the kickoff meeting. PMG estimates this project to be completed within 90 days of the start date.



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### IV. Costs and Execution

The following Cost Table has been provided to outline the tasks and itemized costs associated with this project. To move forward, please enter the purchase order number, sign, date and then submit electronically to schedule your project kickoff meeting. Please note that PMG now offers an early payment discount option on NET 15 Terms!

TASK	TASK %	TASK COST
1. Project Kickoff and Management	20%	\$7,215.00
2. Inventory and Video Capture	30%	\$10,822.50
3. Condition Assessment	30%	\$10,822.50
4. Project Deliverable and Review	20%	\$7,215.00
5. RoadInsights + Managed Services, Consulting and Support for 2 Years	NA	\$5,000.00
<i>Project Subtotal:</i>		\$41,075.00
NET 15 TERMS DISCOUNT	-3%	-\$1232.25
<i>Project Total:</i>		\$39,842.75

Accept the NET 15 Payment Term 3% Discount? Please Circle One YES NO

Purchase Order Number:

Authorized Signature:

Date:



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## V. Invoicing and Terms

### A. Invoicing and Point of Contact

PMG will invoice monthly, based upon project task progress and against the task percentages outlined within the cost table above. Payment terms are to be NET 30, and PMG greatly appreciates all efforts for prompt and on-time payments. We will provide supporting documents for each invoice as well.

PMG now offers a 3% discount for NET 15 Payment Terms. Please be sure to make this selection in the table above if you agree to NET 15 Terms and to receive your discount.

In the event that the discount is selected and payment is not made within 15 days, PMG will resubmit a new NET 15 invoice removing the 3% discount, which would reflect a NET 30 term.

For all payments not received on time, PMG will add a 1.5% late payment penalty.

PMG's Point of Contact for all invoicing, payment, insurance, and vendor-related documents:

**Christy Oprandi**

**Office Manager**

M: (740) 404-5762

O: (800) 638-8040

E: [Christy@PavementManagementGroup.com](mailto:Christy@PavementManagementGroup.com)

### B. Disclaimer Statement

As a dedicated organization in the field of pavement management, we are committed to transparency and integrity in all our operations. The advice and recommendations provided through our publications, presentations, and services are based on rigorous analysis, industry standards, and our extensive experience in pavement management.

Our methodologies and suggestions are designed to provide the most effective and efficient use of public funds, ensuring the longevity and safety of roadways. We adhere strictly to the best practices established by leading industry bodies and continuously update our strategies to reflect the latest in technological advancements and regulatory requirements.



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We acknowledge that each roadway and community may have unique challenges and conditions. Thus, our recommendations should be adapted to meet local needs under the guidance of qualified professionals. Our ultimate goal is to assist in maintaining and improving road infrastructure, enhancing public safety, and promoting the wise use of taxpayer dollars.

It is important to note that our viewpoints and recommendations do not represent financial or legal advice but are intended to serve as a guide to better pavement management practices based on available data and proven techniques. We expressly disclaim any liability for any issues, claims, or lawsuits that may arise from or relate to the reporting of distress data within our solutions and deliverables, including any issues stemming from the sharing and streaming of our pavement video content.

### C. Suggested Terms and Conditions

#### PROFESSIONAL SERVICES - TERMS AND CONDITIONS

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Pavement Management Group, the (Consultant). Together, when the Client authorizes the Consultant to proceed with the services, constitute the Agreement. PMG is also happy to leverage an existing Professional Services Agreement that your municipality may already have in place upon review and acceptance.

#### 1. DESCRIPTION OF WORK

1.1 Consultant shall render the services described in the Proposal (from now on referred to as the "Services") to the Client.

#### 2. TERMS AND CONDITIONS

2.1 No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless made in writing and signed by the Client and Consultant.

2.2 In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence.

2.3 This Agreement supersedes all previous agreements, arrangements, or understandings between the parties, whether written or oral, concerning or incidental to the Project.

#### 3. COMPENSATION



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3.1 Payment is due to the Consultant upon receipt of an invoice.

3.2 Failure to make any payment when due is a material breach of this Agreement and will entitle the Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services.

3.3 Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal interest rate.

3.4 Unless otherwise noted, the fees in this agreement do not include any value-added, sales, or other taxes that may be applied by the Government on fees for services. Such taxes will be added to all invoices as required.

3.5 The Client will pay by Electronic Funds Transfer (ETF) when Pavement Management Group requests.

### 4. NOTICES

4.1 Each party shall designate a representative authorized to act on behalf of that party.

4.2 All notices, consents, and approvals required hereunder shall be in writing and delivered to each party's representatives.

### 5. TERMINATION

5.1 Either party may terminate the Agreement without cause upon thirty (30) days' notice in writing.

5.2 If either party breaches the Agreement or fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement.

5.3 Non-payment by the Client of Consultant's invoices within 30 days of the Consultant rendering the same is agreed to constitute a material breach and, upon written notice as prescribed above, Consultant's duties, obligations, and responsibilities are terminated. On termination by either party, the Client shall immediately pay the Consultant all fees for the Services provided to the effective termination date.

### 6. ENVIRONMENTAL



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6.1 Except as explicitly described in this Agreement, the Consultant's field investigation, analysis testing, and recommendations will not address or evaluate pollution of soil or pollution of groundwater.

6.2 Consultant is entitled to rely upon the information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable basis for such information relating to subterranean structures or utilities.

6.3 The Client releases Consultant from any liability and agrees to defend, indemnify, and hold Consultant harmless from any claims, damages, losses, and expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities not correctly identified in such information.

### 7. PROFESSIONAL RESPONSIBILITY

7.1 In performing the Services, the Consultant will provide and exercise the standard of care, skill, and diligence required by customarily accepted professional practices usually offered in the performance of the Services at the time and the location in which the Services were performed.

### 8. INDEMNITY

8.1 Consultant and the Client agree to a reciprocal indemnification. Consultant agrees to defend, indemnify, and hold the Client and its members harmless from any claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and court and arbitration costs, arising out of, or claimed to appear out of, its performance of the Services or any part thereof accepting liability arising from the sole negligence of the Client. The Client releases Consultant from any liability and agrees to defend, indemnify, and hold Consultant harmless from any claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and court and arbitration costs, arising out of, or claimed to appear out of, the performance of the Services, accepting liability arising from the sole negligence of Consultant.

### 9. LIMITATION OF LIABILITY

9.1 It is agreed that, to the fullest extent possible under applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00.





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Neither party shall bear any liability whatsoever for any consequential damages incurred by the other party.

9.2 As the Client's sole and exclusive remedy under this Agreement, any claim, demand, or suit shall be directed and asserted only against the Consultant and not against any of the Consultant's employees, officers, or directors.

9.3 Consultant's liability concerning any claims arising from this Agreement shall be limited to direct damages arising from the Services. Consultant shall bear no liability for any consequential loss, injury, or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits, and loss of markets.

9.4 In no event shall Pavement Management Group's obligation to pay damages exceed its proportionate share of liability for causing such damages.

### 10. DOCUMENTS

10.1 All documents prepared by or on behalf of the Consultant in connection with the Project are instruments of service for executing the Project.

10.2 Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of the Consultant.

10.3 If Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless, and indemnify Consultant from any claims advanced on account of said reuse or modification.

10.4 Any document produced by the Consultant about the Services is intended for the Client's sole use. The documents may not be relied upon by any other party without the express written consent of the Consultant, which may be withheld at the Consultant's discretion. Any such authorization will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized under the conditions of the Consultant's standard form reliance letter.

10.5 Consultant cannot guarantee the authenticity, integrity, or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Consultant, its officers, employees, Consultant, and agents harmless from any claims or damages arising from using Electronic Files. Electronic files will not contain stamps or seals, remain the property of the Consultant, are not to be used for any purpose other than that for



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which they were transmitted, and are not to be retransmitted to a third party without the Consultant's written consent.

### 11. PROFESSIONAL SERVICES

11.1 Consultant shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with work on the Project and shall not be responsible for any contractor's failure to carry out the work by the contract documents.

11.2 Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, their agents or employees, or any other person performing any work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

### 12. GOVERNING LAW/COMPLIANCE WITH LAWS

12.1 The Agreement shall be governed, construed, and enforced by the laws of the State of Ohio without regard to its choice of law principles.

12.2 Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and recruit, hire, train, promote, and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

12.3 ATTORNEY'S FEES AND COSTS: If either party initiates litigation in connection with this Contract, the prevailing party in such action shall be paid its damages and reimbursed all litigation fees and costs, including reasonable attorneys' fees and expert witness fees, incurred by the prevailing party in connection with such litigation. Venue for any litigation concerning or relating to the enforcement of this Contract shall be exclusively in Licking County, Ohio.

### 13. DISPUTE RESOLUTION

13.1 If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute arising out of or in connection with this Agreement by entering structured non-binding negotiations on a discriminatory basis with the assistance of a mediator. The mediator shall be appointed by agreement of the parties.

13.2 The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law or elsewhere by mutual agreement.



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Nothing herein prevents the Consultant from exercising statutory lien rights or remedies by legislation where the project site is located.

### 14. ASSIGNMENT

14.1 Neither party may assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part thereof without the prior written consent of the other.

### 15. SEVERABILITY

15.1 If a court of competent jurisdiction holds any term, condition, or covenant of the Agreement to be invalid, void, or unenforceable, the remaining provisions shall be binding on the Client and Consultant.

### 16. FORCE MAJEURE

16.1 Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions, or other natural catastrophes, disease, epidemic, or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay the Consultant for services rendered.

### 17. CONTRA PROFERENTEM

17.1 The parties agree that if this Agreement is subject to interpretation or construction by a third party, this third party shall not construe this Agreement as the drafter.

### 18. BUSINESS PRACTICES

18.1 Each Party shall comply with all applicable laws, contractual requirements, and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities and will not pay, promise to pay, or authorize the amount of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

### 19. REQUIRED INSURANCE

Consultant shall be deemed to be an independent contractor and as such, shall obtain, pay the premium for and keep in force adequate insurance as described below:



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19.1 Worker's compensation insurance insuring the full statutory liability under the worker's compensation and occupational disease laws of the State of Florida, and Employer's Liability Insurance with the following limits:

\$1,000,000 per accident and per disease, or higher limits if necessary to satisfy umbrella requirements or applicable law.

19.2. Commercial general liability insurance on ISO's most current form or its coverage equivalent provides bodily injury, property damage, and personal injury coverages intended to protect against the claims of any persons other than the Consultant's employees.

Explosion, collapse, and or underground property damage coverage must be included.

Coverage shall be on an occurrence basis and shall include a provision naming the Client as an additional insured therein and provide at least the following limits:

\$ 1,000,000 each occurrence / \$2,000,000 aggregate, or higher to satisfy Umbrella requirements of applicable law.

19.3 Comprehensive business/automobile liability insurance includes bodily injury, property injury, and damage on any owned, non-owned, leased or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident. All statutory automobile coverage shall also be provided.

19.4 Professional malpractice insurance/Professional Liability (E&O) Insurance with at least \$2,000,000 coverage limits.

19.5 Umbrella Liability Coverage affording excess coverage in the amount of \$2,000,000.

Consultant shall supply the Client with current Certificates of Insurance evidencing the coverages described herein, shall name the Client as an Additional Insured on its liability insurance coverages, and each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Client.

Consultant's liability insurance is primary for purposes of any covered event and, as such, must be exhausted before any attempt to secure coverage under the Client's policies.

