



## TOWN OF LYSANDER

# NOISE ORDINANCE CONSULTING SERVICES

May 14, 2026



55 Railroad Row, Suite 200  
White River Junction, VT 05001  
802.295.4999  
[www.rsginc.com](http://www.rsginc.com)

## 1.0 COVER LETTER

---

Allen J. Yager, P.E.  
*Town of Lysander Engineer*  
Town of Lysander  
8220 Loop Road  
Bladwinville, NY 13027

May 14, 2026

Dear Mr. Yager:

The Town of Lysander seeks clear, enforceable noise policies that protect public health, reflect community values, and support a vibrant place to live. Our proposed work updates the Noise Ordinance with practical standards, a construction framework, and a workable enforcement approach. For nearly 40 years, Resource Systems Group, Inc (RSG) has been providing expert acoustic assistance to public and private clients nationwide. RSG's acoustics practice seeks to understand and solve noise issues within areas that have the most significant impact, including energy, transportation, resources, and health, because our vision is a better and quieter world for everyone. Our team has a range and depth of applied practical acoustics experience unique in our industry. We are grateful for the opportunity to present our knowledge to the Town of Lysander.

Our talented staff bring strong academic credentials and project experience on a variety of acoustics projects. I, Indi Savitala, will lead our project team as Project Manager and point of contact with the Town of Lysander. I have 20 years of experience in acoustics, including working with the City of New York as the Noise Specialist for the Environmental Control Board, and with the City of Sierra Madre updating their Noise Ordinance. Kenneth Kaliski, PE, INCE Bd. Cert., with over 35 years of experience, will serve as Senior Advisor and Ryan Haac will serve as a Consultant, bringing a decade of experience with similar work across the country.

RSG helps public agencies achieve environmental and community goals by delivering the research and analytics they need to make confident decisions. We look forward to partnering with you to deliver a clear path from analysis to adoption and implementation. Please don't hesitate to reach out to me with any questions you may have regarding our submission.

Sincerely,



**INDI SAVITALA**  
Head of Acoustics



# CONTENTS

## 2.0 TABLE OF CONTENTS

---

<b>1.0 COVER LETTER.....</b>	<b>1</b>
<b>2.0 TABLE OF CONTENTS.....</b>	<b>i</b>
<b>3.0 TECHNICAL PROPOSAL.....</b>	<b>1</b>
<b>TASK 1: PROVIDE DRAFT UPDATES TO THE EXISTING</b>	
<b>NOISE ORDINANCE.....</b>	<b>1</b>
<b>TASK 2: RECOMMEND ENFORCEMENT METHODS AND</b>	
<b>DEVICES.....</b>	<b>1</b>
<b>TASK 3: OTHER (MEETINGS, PRESENTATIONS,</b>	
<b>DELIVERABLES, ETC.).....</b>	<b>1</b>
<b>PROPOSED WORK SCHEDULE.....</b>	<b>2</b>
<b>4.0 PRICE PROPOSAL.....</b>	<b>2</b>
<b>5.0 QUALIFICATIONS.....</b>	<b>3</b>
5.1 BACKGROUND.....	3
5.2 TECHNICAL EXPERIENCE.....	4
5.3 ASSIGNED STAFF.....	6
<b>6.0 COMPLIANCE AND FORMS.....</b>	<b>7</b>

## 3.0 TECHNICAL PROPOSAL

---

Below, we outline RSG's approach to the project tasks.

### **TASK 1: Provide draft updates to the existing Noise Ordinance**

- Review and develop low frequency noise and/or infrasound noise criteria and mitigation strategies.
- Develop criteria to address zoning districts (such as residential and commercial).
- Develop criteria to address weekday and weekend, day and night noise limits.
- Develop criteria that considers duration and/or number of occurrences.
- Include thresholds and best practices for construction noise management.
- Include standard zoning-specific, measurable sound limits.
- Define enforcement-ready metrics and protocols for violation identification.
- Address nuisance noise and amplified sound in public spaces.
- Integrate First Amendment protections and enforcement pathways.
- Collaborate with City staff to refine ordinance language and structure.
- Prepare a draft Noise Ordinance report for review.
- Prepare a second draft Noise Ordinance report incorporating City comments.
- Issue a final copy incorporating City comments.

### **TASK 2: Recommend Enforcement Methods and Devices**

- Recommend field-ready devices and software for enforcement officers.
- Develop workflows for administrative and criminal citation processes.
- Align enforcement strategies with the Town of Lysander's legal and operational standards.

### **TASK 3: Other (Meetings, Presentations, Deliverables, etc.)**

- Attend up to three coordination meetings with town staff.
- Deliver all materials in formats compatible with the Town of Lysander.

## Proposed Work Schedule

TASK	DELIVERABLE	EST. TIME (HRS.)
1	Provide draft updates to the existing Noise Ordinance	23
2	Recommend Enforcement Methods and Devices	15
3	Other (Meetings, Presentations, Deliverables, etc.)	9

## 4.0 PRICE PROPOSAL

Tasks	Description	Fee
Task 1	Provide draft updates to the existing Noise Ordinance	\$ 7,360
Task 2	Recommend Enforcement Methods and Devices	\$ 4,800
Task 3	Other (Meetings, Presentations, Deliverables, etc.)	\$ 2,880
	<b>TOTAL</b>	<b>\$ 15,040</b>

## 5.0 QUALIFICATIONS

---

### 5.1 BACKGROUND

Resource Systems Group, Inc. (RSG) was established in 1986 and has been in business for nearly 40 years. Since our founding, we have integrated cutting-edge research into industry



practices and fostered a culture of academic discipline and collaboration. RSG has been providing expert assistance in environmental noise measurements, permitting, and noise complaints since our founding, and conducting noise assessments and sound studies since 1989. We work with both public and private-sector clients and are unique among acoustical consultants in our ability to integrate relevant capabilities outside of traditional acoustical analyses. These include advanced statistical approaches, digital communication tools, survey research, and analytical modeling. We have expertise in noise related to environmental, community, recreational, energy, transportation, industrial, institutional, and architectural acoustics. Our portfolio of research for federal and state governments sets us apart as leading industry experts in sound from renewable energy and transportation. Additionally, RSG staff bring the following qualifications to this project:

- Leadership roles with the Institute of Noise Control Engineering (INCE-USA);
- Board Certification with the Institute of Noise Control Engineering (INCE Bd. Cert.);
- Qualified Environmental Professional (QEP);
- Acoustical Society of America (ASA) membership;
- Institute of Transportation Engineers membership;

RSG is also a member of the National Council of Acoustical Consultants, an international organization dedicated to advancing the acoustical profession by certifying independent consultants and providing resources for professional development.

Each RSG employee owns shares in the company and works hard to make RSG successful. We genuinely enjoy our work and take pride in consistently delivering innovative results, along with detailed recommendations that have a real and significant impact on our clients' decisions and success. RSG has the financial resources and working capital to fully support our ability to complete the work described in this proposal.

## 5.2 TECHNICAL EXPERIENCE

### ***Michigan PSC Wind Technical Assistance | United Nations Foundation, Inc.***

RSG supported the United Nations Foundation's U.S. Climate Alliance and the Michigan Public Service Commission by drafting initial permitting requirements for power storage, solar, and wind projects. The work covered definitions, preconstruction sound propagation modeling procedures and parameters, any needed preconstruction monitoring, reporting requirements, and postconstruction monitoring protocols. The team produced a draft formatted for integration into existing requirements and delivered the rule draft.

RSG presented the draft at a virtual public hearing, answered stakeholder questions, and prepared written responses to public comments. The engagement included up to three coordination meetings with MPSC and USCA staff and concluded with a public comment response document.

Project Team: Kenneth Kaliski, Ryan Haac

---

### ***Huron County, Michigan | Black & Veatch Ltd. of Michigan***

Noise analysis for wind farms in Huron County. RSG participated in meetings and hearings regarding noise-related issues at the direction of Black and Veatch to support the DTE Huron City Wind Energy Project.

Project Team: Kenneth Kaliski

---

### ***State of Maine Board of Environmental Protection Testimony | Patriot Renewables***

RSG provided testimony to MDEP to aid in the development of the most recent version of Site Law Chapter 375 Part 10.

Project Team: Kenneth Kaliski

---

### ***Colfax County, Nebraska | RWE Renewables Americas, LLC***

Prep for and attendance at one hearing in Colfax County, Nebraska, to testify about the noise components of the wind ordinance.

Project Team: Kenneth Kaliski

---

***Research Study on Wind Turbine Acoustics | Massachusetts Clean Energy Center***

Wind turbine noise has been studied since the early 1980s, when it was first funded by NASA. Despite significant changes in wind turbine design and size, the pace of progress in understanding of wind turbine acoustics has slowed. RSG led a research team that collaborated with the Massachusetts Clean Energy Center (CEC) to understand the characteristics of wind turbine sound, informing policymakers. In Phase I, the project team engaged in an extensive sound meteorological and turbine data collection scheme at five sites in New England. Over 120 million data points were logged, encompassing more than 120 sound turbine and meteorological parameters. RSG's data collection system included basic sound level metrics, amplitude modulation, impulsivity, and infrasound. The project also used Lidar (or Sodar) to collect height-dependent wind speed, wind direction, turbulence intensity, and veer. In Phase 2, the project team analyzed the data to evaluate the sensitivity to various modeling and monitoring parameters. In the end, the project collected one of the most extensive datasets on wind turbine noise in the United States, marking a significant advancement in the understanding of the relationship between site-specific terrain and meteorology on wind turbine acoustical parameters.

---

## 5.3 ASSIGNED STAFF

Below, we provide brief bios of RSG's proposed key staff, followed by their resumes. Indi Savitala will manage the project for RSG. Indi will be supported by Ken Kaliski and Ryan Haac.

### Indi Savitala, Head of Acoustics | Project Manager

---



Indi Savitala is the Head of Acoustics at RSG, bringing two decades of experience in acoustic consulting and project management. He has a diverse background of project experience within the built environment, including homes, schools, workplaces, and public spaces. He can provide design input, room-acoustics modeling, sound insulation modeling, outdoor sound propagation modeling, and noise and vibration control recommendations.

### Ken Kaliski, P.E., INCE Board Certified | Senior Advisor

---



Ken Kaliski has 39 years of experience in engineering and advanced analytics. As a Principal, Ken will oversee all aspects of the Project. His technical specialty areas include community noise monitoring and modeling, transportation noise, and renewable energy noise control. He is Board Certified through the Institute of Noise Control Engineering, where he has served on the national Certification Board and is co-chair of the Technical Activity Committee for Renewable Energy Noise. He is also a member of the Acoustical Society of America, where he serves on the Technical Committee on Noise. He co-held Patent 7,092,853 for an Environmental Noise Monitoring System.

### T. Ryan Haac | Consultant

---



Ryan Haac is a member of the Acoustical Society of America and the Institute of Noise Control Engineering. He holds a Master of Science in Mechanical Engineering. Ryan specializes in project management, report writing, and custom data analytics to support the amalgamation of monitoring, modeling, and operational data. He has been working on environmental noise projects with RSG across the U.S. for more than ten years.

## 6.0 COMPLIANCE AND FORMS

---

We will comply with all City requirements, including:

- Equal Employment Opportunity and Non-Collusion declarations.
- Conflict of Interest and Taxpayer Protection Act disclosures.
- Insurance and licensing requirements.

Our firm has extensive experience with municipal noise ordinances, CEQA compliance, and public sector planning.

- We request a 30-day written notice of termination should the Town of Lysander decide to terminate the agreement.
- The RSG Insurance Policy provides coverage on a claims-made basis with at least 5 years extended reporting (tail coverage) available if non-renewed.

## General Terms and Conditions

These General Terms and Conditions (“General Terms”), as well as the terms in the proposal attached hereto (the “Proposal”) make up the “Agreement” as referenced herein. The term “Client” refers to the entity referred to in the Proposal that is obtaining Resource System Group, Inc’s (“RSG”) professional services. **IN NO EVENT SHALL ANY CONFLICTING OR ADDITIONAL TERMS SET FORTH IN CLIENT’S PURCHASE ORDER (OR ANY OTHER DOCUMENT) APPLY TO RSG’S PROVISION OF PROFESSIONAL SERVICES TO CLIENT, UNLESS SPECIFICALLY AGREED TO BY RSG IN A SIGNED WRITING.**

**1. Basic Services:** In connection with the Project (as defined in the Proposal), RSG will provide Client “Basic Services,” which are more particularly described in the Proposal. The Basic Services will be provided in phases as defined in the Proposal.

**2. Additional Services:** Services not expressly identified as Basic Services, services expressly outside the scope of Basic Services, or services identified as “Additional Services” in the Proposal shall be considered “Additional Services.” Additional Services may be required for the Project. RSG may notify Client if it believes Additional Services are required on the Project and shall notify Client before performing any Additional Services. RSG shall not be required to perform Additional Services pursuant to this Agreement unless Client provides written authorization for RSG to proceed with the Additional Services. RSG’s performance of Additional Services shall entitle RSG to (i) additional compensation at the hourly rates set forth in the Proposal, as may be adjusted on January 1 of each year (including reimbursement for Reimbursable Expenses (as hereinafter defined)), and (ii) an appropriate adjustment in RSG’s schedule for completion. In the event Client requests RSG to provide Additional Services, RSG shall not be bound to perform such Additional Services until both parties have entered into a written amendment to this Agreement (or change order), including payment terms, for such Additional Services. Additional Services and Basic Services may be collectively referred to herein as “Services.”

**3. Independent Contractor:** The parties affirm that RSG is an independent contractor under contract to the Client and is not in a joint venture, partnership, agent-principal or employee-employer relationship with the Client.

**4. Time of Performance:** RSG’s Services pursuant to this Agreement are to commence upon the date of signature of Client on the Proposal and continue until agreed upon Services

are completed or the Agreement is terminated. RSG shall not be responsible for failure to timely perform its Services if (i) there is a failure or delay by Client or its contractors, employees, or agents in providing RSG with the necessary access to documentation or information; (ii) Client causes delays in any manner, whatsoever; (iii) such failure is due to any Force Majeure Event (as defined below). In any of these events, RSG’s time for completion of the Services shall be extended accordingly.

**5. Warranty:** RSG shall perform the Services in a good and workmanlike manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographical area. In the event of any breach by RSG of the warranty set forth in this Section 5, RSG shall, at its sole option, re-perform the Services or refund the payment for the Services. Such remedies shall be RSG’s sole liability and Client’s sole remedy for breach of the warranty set forth in this Section 5. Client agrees to cooperate with RSG in any effort it makes to supply the foregoing remedies. Any re-performance performed at Client’s facility shall be at the expense of Client. **CLIENT ACKNOWLEDGES AND AGREES THAT THE FOREGOING WARRANTY IS EXCLUSIVE AND THAT RSG HAS MADE NO OTHER IMPLIED OR EXPRESS REPRESENTATION, WARRANTY, OR CONDITION WITH RESPECT TO THE SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT.**

**6. Compensation; Reimbursable Expenses:**

A. Compensation to be paid RSG shall be in accordance with the Agreement and attached appendices. Expenses other than salary costs that are directly attributable to RSG’s Services (“Reimbursable Expenses”) will be invoiced as described in the attached Proposal and/or the reimbursable expenses schedule. RSG shall submit monthly invoices to Client. Invoices shall be due and payable by Client immediately upon receipt. RSG’s hourly rates for Services are subject to increase on January 1 of each year.

B. Invoices not paid within thirty days of receipt will be considered delinquent, and Client will be liable to RSG for a late charge accruing from the date of such invoice to the date of payment at the lower of 1.5% per month or the maximum rate allowed by law and Client agrees to pay such late fee.

C. If Client fails to pay RSG's invoices for fees and/or Reimbursable Expenses when they become due, RSG may suspend performance of the Services pursuant to this Agreement following three days written notice to Client of such non-payment until RSG is paid in full for all invoices due. In the event of such suspension for non-payment, RSG's time for completion of the Services shall be extended accordingly.

D. Further, if Client fails to pay RSG's invoices for fees and/or Reimbursable Expenses when they become due, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, RSG may elect to terminate this Agreement and performance of Services immediately following written notice from RSG to Client. Notwithstanding any such termination of Services, Client shall pay RSG for all Services rendered by RSG up to the date of termination of Services plus all interest and termination costs and expenses incurred by RSG.

E. Client agrees that it will reimburse RSG for any costs and attorneys' fees (including in-house counsel costs) RSG incurs in any proceedings involving Client's delinquent invoice payments or nonpayment.

7. **Termination:** Notwithstanding any other section of this Agreement, either party may terminate this Agreement with or without cause by providing the other party thirty days written notice. If Client elects to terminate this Agreement, Client shall pay RSG in full for all Services performed and Reimbursable Expenses incurred up to the date which RSG receives written termination notice, plus all termination costs and expenses incurred by RSG. If RSG elects to terminate this Agreement, Client shall pay RSG in full for all Services performed and Reimbursable Expenses incurred up to the termination date.

8. **Insurance:** RSG shall at its own cost and expense procure and maintain for the duration of this Agreement the following insurance policies:

A. **Commercial General Liability Coverage:** \$1,000,000 per occurrence and \$2,000,000 aggregate coverage for bodily injury, personal injury, and property damage.

B. **Automobile Liability Coverage:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

C. **Workers' Compensation Coverage:** Workers' Compensation insurance for its employees in accordance with the laws of the state where the Services are being performed.

D. **Professional Liability Coverage:** Professional errors and omissions coverage in an amount of \$1,000,000 on a claims made annual aggregate basis.

Certificates of insurance reflecting such coverage may be produced by RSG upon request. Notwithstanding any other provision contained within this Agreement,

nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverages held by either party to this Agreement.

9. **Limitation of Liability:**

A. **NEITHER RSG NOR CLIENT SHALL BE LIABLE UNDER ANY CIRCUMSTANCES TO THE OTHER FOR LOST PROFITS, LOST SAVINGS, LOST PRODUCT, COST OF COVER, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND TO THE OTHER PARTY OR TO ANY THIRD PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND SHALL BE RECOVERABLE AGAINST EITHER PARTY UNDER ANY CIRCUMSTANCES.**

B. **TO THE FULLEST EXTENT PERMITTED BY LAW, RSG AND CLIENT AGREE TO LIMIT THE LIABILITY OF RSG AND ITS SUBCONSULTANTS TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY, AND BREACH OF CONTRACT OR WARRANTY), LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES RELATED TO RSG'S SERVICES, SO THAT THE TOTAL AGGREGATE LIABILITY OF RSG AND ITS SUBCONSULTANTS UNDER THIS AGREEMENT SHALL NOT EXCEED RSG'S TOTAL FEE FOR SERVICES UNDER THIS AGREEMENT, IN ANY EVENT.**

10. **Indemnity:** RSG agrees to indemnify and hold harmless Client, its officers, directors and employees from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses)("Damages"), to the extent such Damages arise out of RSG's negligent performance of Services under this Agreement and that of its sub-consultants or anyone for whom RSG is legally liable.

Client agrees to indemnify and hold harmless RSG, its officers, directors, employees and sub-consultants from and against any and all Damages, to the extent such Damages arise out of the Client's negligent acts in connection with the Project and the acts of its officers, directors, employees, contractors, sub-contractors, or consultants or anyone for whom the Client is legally liable.

Neither the Client nor RSG shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

## 11. **Proprietary Rights; Ownership of Documents:**

A. Except as expressly provided herein, this Agreement does not grant to either party any right, title, or interest in or to the other party's proprietary rights or information, including, but not limited to, the other party's name, trademarks, trade names, trade dress, trade symbols, copyrights, patents, patent applications, inventions, trade secrets, customer lists, product names or designations, processes, designs, or formulas.

B. All reports, field data, field notes, test data, calculations, drawings and specifications, estimates, CAD drawing files, and other documents prepared by RSG, its officers, employees, agents, and subcontractors in the course of implementing this Agreement (collectively "Instruments of Service") shall remain RSG's property. Upon payment in full for the Services, RSG shall grant Client a nonexclusive license to use the Instruments of Service solely and exclusively in connection with the Project. In the event of termination of this Agreement due to Client's default, the foregoing license shall terminate. Client agrees to indemnify and hold RSG harmless from and against any and Damages accruing or resulting to any persons, firms, or other legal entities on account of any damages or losses to property or persons including death and/or economic loss, arising out of the unlicensed or unauthorized use, transfer, or modification of the Instruments of Service.

12. **Jobsite Safety:** Client will be solely responsible for ensuring jobsite safety. RSG will not supervise, direct, control, or have authority over or be responsible for construction means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto on the Project or for any failure of Client to comply with applicable laws and regulations. Client agrees to indemnify and hold harmless RSG from and against any and all Damages arising out of or in any way connected with its failure to maintain jobsite safety and/or to comply with applicable laws and regulations.

13. **Hazardous Materials:** Client acknowledges that RSG has no expertise in and is not being retained for the purposes of investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. Client agrees to indemnify and hold harmless RSG from and against any and all Damages arising out of or in any way connected with the presence, discharge, release, or escape of contaminants or hazardous substances of any kind.

## 14. **Confidential Information:**

The parties acknowledge that in the course of RSG providing Services to Client hereunder, each may receive Confidential Information (as defined below) of the other party. Any and all Confidential Information in any form or media obtained by a

Recipient shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the Services provided under this Agreement. Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement.

"Confidential Information" means any and all confidential information of a party disclosed to the other party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the party receiving the information (the "Recipient") prior to the time of disclosure by the other party; (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section 14 shall survive termination of this Agreement for a period of three (3) years thereafter.

15. **Assignment:** Neither party will assign this Agreement or any right or obligation arising out of it without the prior written consent of the other. Notwithstanding the foregoing, RSG may assign this Agreement to any successor by merger, sale or to any purchaser of all or substantially all of RSG's assets.

16. **Severability:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the laws of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected and shall remain in full force and effect.

17. **Force Majeure:** If the performance by either party of any non-monetary obligation under this Agreement is delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, natural disasters or catastrophic events such as epidemics, nuclear accidents, fire, flood, typhoons or earthquakes, war, civil disturbances, insurrections, accidents, damage to its facilities, labor disputes, embargos, acts of any governmental body not attributable to such party's failure to comply with this Agreement (each a "Force Majeure Event")), such party shall be excused, discharged, and released of performance to the extent such performance is so limited or prevented. Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from such a Force Majeure Event. If the Force Majeure Event continues for a cumulative period of ninety days or more, either party may terminate this Agreement by giving the other party thirty days prior written notice.



**18. Governing Law; Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Vermont, without regard to conflict of laws principles. The parties hereby submit to the jurisdiction of any state or federal court sitting in Vermont over any action or proceeding arising out of or relating to this Agreement, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such state or federal court sitting in Vermont.

**19. Headings:** The headings in this Agreement are for convenience of reference only and shall not be deemed to be a part of this Agreement or limit or otherwise affect the construction, interpretation, or meaning thereof.

**20. Dispute Resolution:** All claims, disputes, controversies, or matters in question arising out of or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged defective Services, breaches of contract, errors, omissions, or acts of professional negligence, with the exception of those disputes that arise out of or are related to collection matters or fees alone pursuant to this Agreement (collectively "Disputes"), shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any Disputes, RSG and Client shall select a neutral mediator by mutual agreement. Such selection shall be made within ten calendar days of the date of receipt by the other party of the written request for mediation. The mediator shall be located in the same county as RSG's office listed in this Agreement, unless the parties otherwise agree. In the event the parties fail to mutually agree on a mediator, within ten calendar days of a mediation request, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. If after sixty calendar days, agreement has not been reached through mediation, either party to this Agreement may seek appropriate remedies at law and in equity.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party as determined by an arbitrator or court of competent jurisdiction shall be entitled to recover its reasonable litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses, and attorneys' fees.

**21. WAIVER OF RIGHT OF JURY TRIAL:** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EACH PARTY HERETO SHALL, AND HEREBY DOES, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith AND ANY RELATED TRANSACTIONS.

**22. Amendments:** This Agreement may be modified or amended only by a written document executed by both RSG and Client.

**23. Freedom of Action:** RSG is free to enter into and have similar agreements with others and to sell services similar to the Services.

**24. Publicity; Use of Logos:** Except as set forth herein, without the other party's prior written consent in each instance, neither party will (a) make any other public statements or issue any press releases regarding this Agreement or the relationship between the parties, (b) disclose or publish the terms and conditions of this Agreement, or (c) use the other party's name, logos, or trademarks. Notwithstanding the foregoing, RSG may indicate in proposals made to third parties that RSG has provided services to Client without Client's prior written consent. Any use of a party's logo or trademarks must be made in compliance with such party's trademark usage guidelines.

**25. No Third-Party Beneficiary:** This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any third party not a party to this Agreement.

**26. Order of Precedence:** In the event of a conflict between any term of these General Terms and any term of the Proposal, the term of these General Terms will prevail.

**27. Survival:** Any term of this Agreement which by its nature extends beyond termination of this Agreement will remain in effect until fulfilled and will bind the parties and their legal representatives, successors, heirs and permitted assigns (by way of example and not limitation, Sections 3, 6, and 9-30 will remain in effect until fulfilled and will bind the parties and their legal representatives, successors, heirs and permitted assigns).

**28. Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between Client and RSG. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

**29. Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

**30. Partial Invalidity:** The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement. Should any provision or partial provision be found illegal or unenforceable for being too broad with respect to its duration, scope or subject matter, such provision or partial provision will be deemed and construed to be reduced to the maximum duration, scope or subject matter permitted by law.

23041425.1