

September 18, 2025

Berkshire Ridge
Attn: Lloyd Sleeper
Irontown Cir
Oak Ridge , NJ 07438

RE: Snow Agreement 50" CAP (2025-2026) Season
Berkshire Ridge

Dear Lloyd:

Winter weather can be unpredictable; homeowners and business owners need to be prepared for the unexpected. That is why we are proud to offer professional snow and ice management services to Homeowner Associations and Commercial properties with your safety in mind.

All our services are designed to help minimize the risk associated with the winter weather conditions. Our team of experts provide detailed site risk management plans that address every aspect of snow/ice management services. We understand that every property is different, so we use the latest technology to custom-tailor a plan based on the unique needs of your association or business.

Ready for peace of mind? Make sure you trust Double O Landscape Design LLC for your snow and ice removal needs!

Should you have any questions, or require additional information, please contact our office. We appreciate this opportunity to be of service and thank you for your consideration.

Sincerely,

Omar Ocampo

Omar Ocampo, Owner
Double O Landscape Design LLC

SNOW PLOWING SPECIFICATIONS

I. SNOW PLOWING ON ROADWAYS AND SHOVELING OF SIDEWALKS

Plowing of all black top roadways shall begin when the snow is a minimum of 2" deep. Snow plowing from sidewalks and driveways shall commence when the snow fall stops. The clearing of snow from these areas will be completed to the best of our ability within approximately 8-10 hours of the end of the snowfall. Additional time will be needed for extreme snowfall conditions of 10" or more.

Upon the completion of all plowing and shoveling services, (1) application of Rock Salt will be applied to all roadways. (1) Application of CMA blend shall be applied to sidewalks and driveways so as to prevent conditions from becoming slippery with snow or ice for vehicles and pedestrians. Necessary materials to be used on surfaces have certain damage potential when used properly. The Client recognizes that treatment for sidewalks, driveways and roads may cause damage to concrete areas, including, but not limited to curbs and/or mailbox and bus stop pads. Ice melting will be limited in any areas where accessibility is limited, i.e., parked cars, garbage cans, recyclable bins, or any other obstructions.

II. ICE CONTROL ON ROADWAYS AND SIDEWALKS

In the event of a very light snowfall (under 2"), ice storm and as icy conditions occur throughout the season; CMA blend and/or rock salt will be applied at the discretion of the management or designated representative of the client.

When requested by the Association, the Association has the option of having Double O Landscape Design LLC provide buckets of CMA blend to each homeowner/Building to be billed on a Time and Material basis per the attached Schedule "A". If the case exists where ice formation occurs due to elements beyond the means of actual snow fall, i.e. gutter dripping, tree melting, drainage, water pooling, snow drifts, or any other non-precipitation means, Double O Landscape Design LLC is not responsible nor cannot be held liable for circumstances that result in personal or property damage. The Association will defend and indemnify Double O Landscape Design LLC from all claims, demands, causes of action or damages, including reasonable attorney's fees, arising out of or connected with any personal injury or property damage caused by elements beyond the means of snowfall or precipitation as stated in this paragraph II.

Ice/sleet/frozen rain is very different from a snow storm. Because of the mass/density and unpredictable nature of this type of precipitation, such accumulations, which require comprehensive service and materials, will be invoiced on a Time and Material basis per the attached Schedule "A", when pertaining to incremental "by the inch" contracts, regardless of subsequent total accumulation.

The Customer understands that plowing or ice control of a location may not clear the area to “bare pavement” and that slippery conditions may continue to prevail even after plowing or ice control services have occurred. The Customer understands that the Contractor assumes no liability for this naturally occurring condition. The Customer is

aware that weather conditions may change rapidly and without notice and that the Contractor assumes no liability for such changes in conditions.

III. ICE WATCH

When requested by the Association, the Association has the option of having Double O Landscape Design LLC perform ice watch duties, wherein, Double O Landscape Design LLC will inspect the Association’s roadways and sidewalks between the hours of 3am and 7am after snow and ice services have been performed to determine whether ice or wintery hazardous conditions have generated on the roadways or sidewalks, and to perform ice control services on same. This service will be invoiced on a Time and Material basis per the attached Schedule “A”. If Double O Landscape Design LLC makes a routine property inspection at the Association’s Property, at any time, and in Double O Landscape Design LLC’s sole discretion finds ice or wintery hazardous conditions have generated wherein there is a risk of serious injury or harm, Double O Landscape Design LLC may perform ice control services and invoice the association on a Time and Material basis per the attached Schedule “A”. The Association will defend and indemnify Double O Landscape Design LLC from all claims, demands, causes of action or damage, including reasonable attorney’s fees, arising out of or connected with any personal injury or property damage caused by elements beyond the means of snowfall or precipitation as stated in this paragraph III.

IV. EXCESSIVE SNOW PILE-UP

Should circumstances escalate to the point where snow pile-up needs to be physically moved, i.e. trucking, either within the community to a designated site, or removed completely from the premises, the Association will be billed on a Time and Material basis per the attached Schedule “A”. When necessary, loader operations for excessive snow removal (blizzard conditions and Government declared “state of emergency”) will be supplied without approval and will be billed on a Time and Material basis.

Due to the layout of the community, it may be necessary at times to place snow in areas such as unmarked parking spots and turf areas between the parking lot and sidewalk. If at any time it is requested that piled snow be removed from these areas, the removal will be billed at Time and Material prices per the attached Schedule “A”.

V. OBSTRUCTION DURING SNOW REMOVAL SERVICES

Double O Landscape Design LLC is not and cannot be held responsible for snow removal around vehicles that have not been moved prior to the time in which services are to be performed. Double O Landscape Design LLC, is not responsible for providing snow removal between vehicles nor for snow/ice conditions that remain around parked vehicles. Furthermore, Double O Landscape Design LLC. is not responsible for any conditions or damages that are caused by the result of an individual clearing the snow off of their vehicle after roads and/or parking lots have already been cleared and treated. Double O Landscape Design LLC is not responsible for any damage caused to vehicles that are illegally parked.

In regards to parking areas, Double O Landscape Design LLC will not remove snow between (2) vehicles unless there is a minimum of (2) open spaces between the vehicles, allowing sufficient space to safely operate a snowplow. Without sufficient space, Double O Landscape Design LLC will not remove snow and ice between vehicles, and will not be held responsible for any claims arising from those areas. Plowing will be no closer than (1) foot from all vehicles. It is the sole responsible of vehicle owners to remove snow from around and on their vehicles. Double O Landscape Design LLC is not responsible for snow and ice that has accumulated due to vehicle owners throwing snow into the parking area and/or onto walkways. Double O Landscape Design LLC will not be responsible for any personal injury or property damage caused by conditions between parked cars, regardless of whether or not they were moved during snow removal services. Double O Landscape Design LLC will not knock on doors and/or use other any means to notify residents that we are on-site. It is the responsibility of the Client to ensure that any and all obstructions are removed to allow for snow services to be performed to the best of our ability at designated locations.

The Association will defend and indemnify Double O Landscape Design LLC from all claims, demands, causes of action or damages, including reasonable attorney's fees, arising out of or connected with any personal injury or property damage caused by improper parking of vehicles or obstructions during snow and ice removal services and due to any personal injury or property damage caused by snow or ice that was unable to be removed because improper parking of vehicles or other obstructions during snow and ice removal services.

VI. SNOW REMOVAL SERVICE REQUESTS

All snow removal related requests or complaints performed by Double O Landscape Design LLC. must be reported to our office in writing. We will respond and rectify the problem no later than (48) hours following receipt of the documentation. Initial reporting may be made via phone correspondence, but must be followed-up with a fax or email (with confirmation of receipt) that details (1) The nature of the complaint; (2) The time and date that the complaint was initially brought to the Client's attention; (3) The name and address of the individual who lodged the complaint; and (4) The name of the individual who was first notified of the complaint. Accordingly, any complaints regarding snow removal services performed by Double O Landscape Design LLC. must be received within (12) hours of Double O Landscape Design LLC. completing snow removal services following the completion of a storm. This (12) hour period begins once Double O Landscape Design LLC. leaves the site after completion of snow removal services following a storm. Failure to file a complaint regarding Double O Landscape Design LLC. snow removal services within this designated time period will constitute the Client's complete satisfaction with the snow removal services rendered by Double O Landscape Design LLC

VII. MEANS OF MEASUREMENT/ACCUMULATION

All snow accumulation measurements will be based upon snow fall totals reported by Weather Works, Inc. If any ice accumulates during an event, the following formula .10" of ice = 1 inch of snow will be added to the seasonal clients snow fall totals.

Any storm event service or services that is performed during a storm with an accumulation of 2" or less will be counted and represented in your seasonal accumulation totals in .5" increments.

For the sample event below on a storm event that represents as a total snowfall accumulation of .65 inches from our certified snow total provider will reflect like this:
Service(s) provided:

- (1) Shovel walks
- (1) Plow Drives
- (1) Plow Roads
- (1) Salting Walks
- (1) Salting Roads

Each service provided above will be counted as .5" of accumulation for a total of 2.5", which will be counted and applied towards your associations accumulated seasonal totals for that storm event.

VIII. DAMAGE DISCLAIMER

A Certificate of Insurance will be provided by Double O Landscape Design LLC. upon signing of the contract. The Client will be named as the certificate holder.

Double O Landscape Design LLC. will not be responsible for Rock Salt, CMA blend or plow damage caused to any sod, plants, shrubs or trees; scratches into concrete and asphalt surfaces that are primarily cosmetic and do not result in a gouge or groove that will allow a repair medium to be applied. Inherent deficiencies exist on surfaces exposed to the elements. Therefore, there exists the potentiality that damage may occur due to the use of salts; sodium chloride (asphalt)/calcium chloride (concrete). Double O Landscape Design LLC. will not be held accountable under these circumstances. The Client acknowledges this risk.

IX. TERMS AND CONDITIONS

Monthly installment payments do not reflect payment for actual services performed during that month, but reflect the total program budgeted over the duration of the contract term.

Terms of Payment:

- A. Balance due within (30) days of receipt of invoice.
- B. Interest to accrue at the rate of (1.5%) per month on unpaid balances.
- C. If the Client fails to make payment within thirty (30) days of presentment of the invoice, Double O Landscape Design LLC may hire or pay someone else to help collect the balance due.

Client shall pay Double O Landscape Design LLC for all collection costs, including but not limited to Double O Landscape Design LLC reasonable attorneys' fees, legal expenses, whether or not there is a lawsuit, including attorney's fees and expenses for bankruptcy proceedings and appeals. If not prohibited by applicable law, Client shall also pay any court costs, in addition to all other sums recoverable under the law.

Termination of contract in case of fundamental non-performance

- (a) If a party's failure to perform its obligation amounts to a fundamental non-performance, the other party may terminate the contract.
- (b) The right of a party to terminate the contract is exercised by written notice sent 30 days in advance of the termination date by certified mail to the other party.
- (c) If performance has been offered late or otherwise does not conform to the contract the aggrieved party will lose its right to terminate the contract unless it gives notice to the other party within a 10 days after it has, or ought to have, become aware of the offer or of the non-conforming performance.
- (d) Termination of the contract releases both parties from their obligation to effect and to receive future performance.
- (e) Upon termination of the contract Double O Landscape Design LLC will prepare a final invoice for any services performed up to the termination date which shall be due and payable within 15 days of receipt by customer and will include reasonable costs for services performed or items purchased in preparation for providing services, such as equipment preparation costs and costs of materials purchased for customer's site.
- (f) Termination does not preclude a claim for damages for wrongful termination including reasonable costs for services performed or items purchased in preparation for providing services, such as equipment preparation costs and costs of purchased materials.
- (g) Termination does not affect any provision in the contract for the settlement of disputes or any other term of the contract which is to operate even after termination.

All services, labor, materials and equipment to be performed and furnished by Double O Landscape Design LLC. within the contract shall be performed and furnished in accordance with the schedule set forth within the contract.

Double O Landscape Design LLC does not have access, control, or any responsibility whatsoever for the condition of the interior common areas or interior private property of the residents. The Client will defend and indemnify Double O Landscape Design LLC from all claims, demands, causes of action or damages, including reasonable attorney's fees, arising out of or connected with any personal injury or property damage in connection with injuries or damage sustained in the interior common areas or interior private property.

The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.

The paragraph headings are intended for convenience in finding the subject matters, and are not to be used in determining the intent of the parties to this Agreement.

The terms, conditions, covenants and provisions of this contract will be deemed to be severable. If any clause or provision contained in this agreement is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this agreement, but such other clauses or provisions will remain in full force and effect.

This contract is the entire agreement between the parties and it is acknowledged that if there are any other writings between the parties, this contract supersedes and controls any previous writing. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

SCHEDULE "A" TIME AND MATERIAL RATES

The following rates are applied to services requested above a 12" storm and/or if additional services are needed and will be billed at the hourly rates below.

EQUIPMENT FOR PLOWING ROADWAYS AND/OR REMOVAL

➤ Pick-Up Truck with 8' plow & operator	\$195.00/hr.
➤ Mason Dump Truck with 9' plow & operator	\$225.00/hr.
➤ Larger Dump Truck with 10' plow & operator	\$275.00/hr.
➤ Salt Truck for ICE WATCH services w/operator (2hr. min)	\$195.00/hr.
➤ Skid Steer Loader w/operator	\$195.00/hr.
➤ Articulating Loader-1 yd bucket w/operator	\$250.00/hr.
➤ Articulating Loader-2 yd bucket w/operator	\$300.00/hr.
➤ Single Axle Truck for hauling w/operator	\$300.00/hr.
➤ Tandem Axle Truck for hauling w/operator	\$450.00/hr.
➤ Tri Axle Truck for hauling w/operator	\$525.00/hr.
➤ 15 Yard Container Truck w/operator for hauling snow	\$400.00/hr.
➤ 30 Yard Container Truck w/operator for hauling snow	\$525.00/hr.
➤ Additional Containers (per container)	\$150.00

SIDEWALKS AND LABOR

➤ Laborer for shoveling, applying products, or ICE WATCH	\$ 75.00/hr.
➤ Machine operator	\$ 90.00/hr.
➤ Snow Blower w/operator	\$100.00/hr.
➤ Supervisor/Manager	\$ 95.00/hr.

MATERIAL

➤ Calcium Chloride, 50 lb. bag	\$ 40.00
➤ Calcium Chloride; 5 gallon bucket, lid, and scoop	\$ 55.00
➤ Rock Salt for asphalt surfaces applied with spreader	\$900.00/yd.
➤ Pet friendly salt will be applied on walkways in front Of the house only. Additional \$ 4,500.00 will be charged on top of the final price.	

These prices are subject to change and subject to apply to the New Jersey Sales Tax.

ACCEPTANCE OF SNOW/ICE MANAGEMENT PROPOSAL
The Pointe at Winding Brook

Fixed Payment Services

Description	Annual Cost
Seasonal Snow Contract	\$122,500.00

2025-2026 Seasonal Snow Contract \$ 118,000.00+tax

if extension 2026-2027 Seasonal Snow Contract

\$120,000.00 + tax.

0-10 Inches 10% of base price would be credited back to the association in a landscape enhancement credit.

Price below for any services if the seasonal cap of 50.1 inches has occurred.

Services Billed Upon Completion

Description	Cost per Occ.
Over 50" (Cap) and/or Services Under 2"	
Snow Plowing Driveways: 0-2.0" Per Service	\$890.00
Snow Plowing Driveways: 2.1-4.0" Per Service	\$1,334.00
Snow Plowing Driveways: 4.1-6.0" Per Service	\$1,779.00
Snow Plowing Driveways: 6.1-8.0" Per Service	\$2,224.00
Snow Plowing Driveways: 8.1-10.0" Per Service	\$2,452.00
Snow Plowing Driveways: 10.1-12.0" Per Service	\$2,673.00
Snow Plowing Driveways: 12.1" + T&M	\$0.00
Snow Shoveling Walkways: 0.0-2.0" Per Service	\$1,592.00
Snow Shoveling Walkways: 2.1-4.0" Per Service	\$2,385.00
Snow Shoveling Walkways: 4.1-6.0" Per Service	\$3,183.00
Snow Shoveling Walkways: 6.1-8.0" Per Service	\$3,975.00
Snow Shoveling Walkways: 8.1-10.0" Per Service	\$4,384.00
Snow Shoveling Walkways: 10.1-12.0" Per Service	\$4,757.00
Snow Shoveling Walkways: 12.1" + T&M	\$0.00
Salting Driveways (per occurrence)	\$1,100.00
Salting Walkways (per occurrence)	\$750.00

Payment Schedule

Schedule	Price	Sales Tax	Total Price
November	\$24,500.00	\$1,623.13	\$26,123.13
December	\$24,500.00	\$1,623.13	\$26,123.13
January	\$24,500.00	\$1,623.13	\$26,123.13
February	\$24,500.00	\$1,623.13	\$26,123.13
March	\$24,500.00	\$1,623.13	\$26,123.13
	\$122,500.00	\$8,115.65	\$130,615.65

Please Note:

Double O Landscape Design LLC is not responsible for the plowing and salting of the roadways. Those surfaces are the responsibility of the Township.

PRIOR TO SIGNING THIS CONTRACT, CLIENT READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS CONTRACT, INCLUDING THE TERMS AND CONDITIONS OF PAYMENT. CLIENT AGREES TO THE TERMS OF THIS CONTRACT. CLIENT ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT. BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGES THEY HAVE FULL AUTHORITY TO SIGN ON BEHALF OF THE HOMEOWNER'S ASSOCIATION.

By _____

Omar Ocampo

Date 9/18/2025

Double O Landscape Design LLC

By _____

Date _____

Berkshire Ridge

