

VILLAGE OF POMONA
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VILLAGE OF POMONA
JULY 11, 2022 8:00 PM
BOARD OF TRUSTEES PUBLIC HEARING/SPECIAL MEETING

By Zoom Link:

<https://us02web.zoom.us/j/85628065209?pwd=3172TUoNEVrsBaonM8dlKB6uGsQkcS.1>
Passcode: 10970

By Telephone:

1-929-205-6099
Webinar ID: 856 2806 5209
Passcode: 10970

AGENDA

SALUTE TO THE FLAG

CCA PUBLIC HEARING AND PUBLIC COMMENT

OLD BUSINESS

A. UPDATE REGARDING RESILIENT GRANT

NEW BUSINESS

A. APPROVAL OF PARK MOSQUITO MAINTENACE QUOTE

TRUSTEES PERIOD

OFFICE PERIOD

LEGAL

EXECUTIVE SESSION

NOTICE OF PUBLIC HEARING VILLAGE OF POMONA

PLEASE TAKE NOTICE that on the 11th day of July, 2022, at 8:00 p.m., or as soon thereafter as the matter can be heard, a Public Hearing to receive and hear public comment on a Local Law regarding the Community Choice Aggregation Program. There is no physical meeting location for the public in order to ensure the health, safety and welfare of the Village residents, but for the purposes of compliance with the applicable law, the Meeting will be conducted via video/tele-conferencing and the members of the public may participate in the Meeting by videoconferencing, access to which is shared by the weblink provided below, or by telephone, access to which is shared by the telephone number:

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The Meeting is being held in accordance with the New York State Public Officers Law and Executive Order 11 issued on November 26, 2021 and subsequent Executive Orders issued by New York State Governor Kathy Hochul, which suspended Article 7 of the Public Officers Law, to the extent necessary to permit any public body to meet and take such actions authorized by the law without permitting public in-person access to meetings and authorizing such meetings and Public Hearings to be held remotely by conference call, video conference or similar service.

At and before said Public Hearing, all persons will be given an opportunity to submit written comments that shall be considered by the Village Board. The Village Board at or prior to the Public Hearing date must receive all written communications addressed to the Village Board in connection with the proposed action. Email comments may be submitted in advance to the Village Clerk, Chakiera Locust, via e-mail at chakiera.locust@pomonavillage.com.

The full text of the Local Law is on file in the Village Clerk's Office, 100 Ladentown Road, Pomona, New York 10980, and may be obtained by any interested parties from 9:00 a.m. to 4:00 p.m., Monday through Friday.

By Order of the Village Board dated June 29, 2022.

Chakiera Locust
Village Clerk

VILLAGE OF POMONA

INTRODUCTORY LOCAL LAW NO. C-1 OF THE YEAR 2022

A LOCAL LAW ADDING CHAPTER 54 TO THE VILLAGE CODE REGARDING THE COMMUNITY CHOICE AGGREGATION (“CCA”) PROGRAM

BE IT ENACTED by the Village Board of Trustees of the Village of Pomona by authority of Section 10 of the Municipal Home Rule Law, as follows:

Section 1. The Code of the Village of Pomona is hereby amended by adding a new Chapter 54 entitled “COMMUNITY CHOICE AGGREGATION PROGRAM,” to read as follows:

ARTICLE 1

§54-1. Legislative Findings; Intent and Purpose; Authority.

- A. The Village of Pomona supports the policy of the State of New York to reduce costs and provide price certainty for the purpose of consumer protection and economic development, to expand access and opportunities for customers in retail energy markets, and promote the sustainability and resilience of energy systems through the proliferation of renewable energy, energy efficiency, and Distributed Energy Resources (“DER”).
- B. Among the initiatives that may advance these objectives is Community Choice Aggregation (“CCA”). CCA is a policy that, taking into account local resources, priorities, and challenges, empowers local governments, among other things, to select default energy offerings on behalf of its residents and small businesses. Energy delivery shall remain the responsibility of the Distribution Utility.
- C. By establishing a CCA Program, it is the Village of Pomona’s goal to provide Participating Customers with the potential to lower and stabilize their energy costs, to spur local clean energy innovation and investment, to reduce environmental impact and to help achieve New York State’s goals set forth in the Reforming the Energy Vision initiative (“REV”) and the Climate Leadership and Community Protection Act; thereby, fulfilling the purposes of this Chapter and fulfilling a public purpose.
- D. The Village of Pomona may choose to collaborate with other local governments to form an intermunicipal CCA Program.
- E. This Chapter establishes the authority for the Village of Pomona, to implement a CCA Program to the full extent authorized by the State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016) as may be amended from time to

time, including subsequent orders of the Public Service Commission issued in connection with, or related to, Case No. 14-M-0224 (collectively, the “CCA Orders”), which shall include, without limitation, acquiring utility data and selecting one or more Energy Supplier(s) on behalf of Participating Customers.

- F. The Village of Pomona hereby implements this COMMUNITY CHOICE AGGREGATION PROGRAM pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law and to the full extent authorized by CCA Orders.
- G. This Chapter shall be known and may be cited as the “COMMUNITY CHOICE AGGREGATION PROGRAM Law of the Village of Pomona.”

§54-2. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meaning indicated herein:

- A. AGGREGATED DATA means information aggregated and anonymized at the municipal level that are used to support Program design and solicitations for energy offerings.
- B. CCA ADMINISTRATOR means the third-party duly authorized to administer the CCA Program including without limitation to request Aggregated Data and Customer Specific Data; to solicit Energy Offerings on behalf of Default Customers; and to offer Participating Customers additional opportunities to participate or enroll in programs or projects related to DER. The CCA Administrator shall be responsible for program organization, administration, procurement, communications, and for meeting all requirements for program implementation specified in the CCA Orders, unless otherwise specified.
- C. CCA ORDERS means the PSC’s Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs,” as it may be amended from time to time, including subsequent orders of the Public Service Commission issued in connection with, or related to, Case No. 14-M-0224
- D. COMMUNITY CHOICE AGGREGATION PROGRAM or CCA PROGRAM means the Community Choice Aggregation Program enabled by this local law.
- E. CUSTOMER-SPECIFIC DATA means personal data and utility data for Default Customers including without limitation customer of record's name, mailing address, account number, and primary language, if available, and any customer-specific alternate billing name, and address.
- F. DEFAULT CUSTOMER means a customer of electricity and/or natural gas services

eligible to participate on an opt-out basis in the CCA Program (as set forth in the CCA Orders) or a customer who subsequently becomes eligible to participate in the CCA Program. To the extent permitted by the CCA Orders, the Village of Pomona may further limit Default Customers to specific geographic areas, specific service classes or otherwise defined segments of the Municipal population. For the avoidance of doubt, a Default Customer must reside or be otherwise located within the geographic boundaries of the Village of Pomona, as such boundaries exist as of the date an Energy Contract goes into effect.

- G. DER PROVIDER means a provider of products and/or services related to Distributed Energy Resources.
- H. DISTRIBUTED ENERGY RESOURCES or DER means local renewable energy projects, community distributed generation (e.g., community renewables), energy storage, peak demand management, energy efficiency, demand response, community resilience microgrid projects, and other clean energy projects and initiatives that reduce cost of service for Participating Customers, optimize system benefits, and/or address infrastructure and demand challenges within the geography of the CCA Program.
- I. DISTRIBUTION UTILITY means the owner or controller of the means of distribution of electricity or natural gas in the Village of Pomona. The Distribution Utility also serves as the default supplier of electricity or natural gas preceding the establishment of a CCA Program.
- J. ENERGY CONTRACT means an agreement to provide a default Energy Offering to Participating Customers as entered into by and between the Energy Supplier, Village of Pomona and/or CCA Administrator.
- K. ENERGY OFFERING means any product or service authorized by the CCA Orders to be part of a CCA Program, including without limitation electricity or gas supply; community distributed generation; demand response or load management; energy efficiency; or other DER.
- L. ENERGY SUPPLIER means an ESCO, DER Provider, or a provider of other energy products or services that provides a default Energy Offering for Participating Customers in connection with this Chapter.
- M. ESCO or ENERGY SERVICES COMPANY means an entity duly authorized to conduct business in the State of New York as a generator of electricity and/or natural gas or other entity that procures and resells electricity or natural gas.
- N. MUNICIPALITY means the Village of Pomona.
- O. PARTICIPATING CUSTOMER means a Default Customer of the CCA Program who has not opted out, and a non-Default Customer of any service class who has voluntarily enrolled in the CCA Program.

P. PUBLIC SERVICE COMMISSION or PSC means the New York State Public Service Commission.

§54-3. Authorization of a Community Choice Aggregation Program.

- A. A Community Choice Aggregation Program as set forth more fully herein, is hereby authorized by the Village of Pomona, which the Village of Pomona may implement to the full extent authorized by the CCA Orders.
- B. The Village of Pomona may enter into Energy Contracts with one or more Energy Supplier(s) on behalf of Participating Customers.
- C. The Village of Pomona may enter into one or more agreements with other municipalities, non- profits, consultants, and/or other third parties to: i) develop and implement the CCA Program; ii) act as CCA Administrator and/or iii) develop offers of DER products and services to Participating Customers.
- D. The operation and ownership of the utility service shall remain with the Distribution Utility. The Village of Pomona's participation in the CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Village of Pomona shall not take over any part of the electric or gas transmission or distribution system.
- E. The Public Service Commission supervises retail and DER markets and participants in these markets through regulatory authority, which includes rules relating to the eligibility of participating ESCOs and DER Providers, the operation by which they provide energy services, and the terms on which they may enroll customers.

§54-4. Eligibility.

- A. All Default Customers shall be enrolled in the CCA Program on an opt-out basis. Such Default Customers will have the right to opt-out of the CCA Program before an Energy Contract goes into effect or dis-enroll any time thereafter with no penalty. Such Default Customers who do not opt-out before the Energy Contract goes into effect will be enrolled automatically.
- B. The CCA Administrator shall issue one or more solicitation(s) to Energy Suppliers to provide a default Energy Offering(s) to Default Customers and may then award an Energy Contract(s) in accordance with the CCA Program, this Local Law, and the CCA Orders.

§54-5. Opt-Out Process.

- A. The CCA Administrator shall cause the mailing of a program notification letter, printed on municipal letterhead, to Default Customers at least 30 days prior to customer enrollment. The letter shall include information on the CCA Program and the Energy Contract executed with the selected Energy Supplier(s) including specific details on rates, price, benefits, services, contract term, and methods for opting out of the CCA

Program. The letter shall explain that Default Customers who do not opt-out will be enrolled in the CCA Program under the Energy Contract terms and that information on those customers, including energy usage data, will be provided to the Energy Supplier.

- B. After the initial 30 day opt-out period, all Participating Customers shall have the option to dis-enroll from the CCA Program at any time without penalty.

§54-6. Data Protection Requirements.

- A. CCA Administrator may request Aggregated Data and Customer Specific Data from the Distribution Utility.
- B. Customer-Specific Data shall be protected in a manner compliant with, collectively, (i) all national, state and local laws, regulations and other government standards relating to the protection of information that identifies or can be used to identify an individual Default Customer or Participating Customer that apply with respect to the Village of Pomona or its representative's processing of confidential utility information; (ii) the Distribution Utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual Default Customer or Participating Customer that apply with respect to the Village of Pomona or its representative's processing of confidential utility information; and (iii) the CCA Orders and PSC rules, regulations and guidelines relating to confidential data.
- C. The CCA Administrator shall enter into an agreement with the Distribution Utility that obligates each party to meet the above provisions of this paragraph.

§54-7. Administration Fee.

The CCA Administrator may collect, or cause to be collected, fees from Energy Suppliers and/or funds from Participating Customer payments to pay for administrative costs associated with operating the CCA Program.

§54-8. Reporting.

- A. The CCA Administrator shall prepare and file with the Village of Pomona an annual report by March 31 of each year concerning the operations of the CCA Program for the previous calendar year.
- B. Each annual report shall include, at a minimum, the following: number of Participating Customers served; number of Participating Customers canceling; number of complaints received; commodity prices paid; value-added services provided (e.g., installation of DER or other clean energy services); and administrative costs collected. The first annual report shall also include the number of customers who opted-out in response to the initial opt-out letter or letters.
- C. If an Energy Contract is scheduled to expire less than one year following the filing of an annual report, such annual report shall describe current plans for soliciting a new Energy Contract, negotiating an extension, or terminating the CCA Program.

Section 2. State Environmental Quality Review Act.

Pursuant to 6 NYCRR 617.5 (20) and (27), this Local Law is classified as a Type II action which requires no further review under the State Environmental Quality Review Act.

Section 3. Code Preparation

The Village's Code preparation contractor is authorized, without further action of the Village Board, to correct typographical errors, numbering and other related technical changes that do not affect or alter the substantive provisions of this local law.

Section 4. Severability.

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

Section 5. Effective Date.

This Local Law shall be effective immediately upon being filed with the New York State Secretary of State.



MOSQUITO PROTECTION FOR YOUR HOME

CHOOSE THE PLAN THAT'S RIGHT FOR YOU

CUSTOMER INFORMATION

NAME _____

PHONE: _____

PROPERTY SIZE: _____

MOST POPULAR

BRONZE

FROM **\$125.00**
PER SERVICE

- State of the Art Mosquito Program
- Choose Full Season or Peak Season
- No Long Term Contract
- Property Perimeter, Bushes, Trees, & Harborage Areas
- Adulticide & Larvicide Combo

Check this box to select this service plan. (Price includes up to 1/2 acre. **\$25.00 fee for each additional 1/4 acre**).

SERVICE SCHEDULE

- Every 14 Days
 - Every 21 Days
 - Every 30 Days
 - Full Season (April - Oct)
 - Peak Season (June - Sept)
- | | |
|------------------------------|------------------------------|
| <input type="checkbox"/> Apr | <input type="checkbox"/> Aug |
| <input type="checkbox"/> May | <input type="checkbox"/> Sep |
| <input type="checkbox"/> Jun | <input type="checkbox"/> Oct |
| <input type="checkbox"/> Jul | |

SILVER

FROM **\$160.00**
PER SERVICE

- State of the Art Mosquito Program
- Choose Full Season or Peak Season
- No Long Term Contract
- Property Perimeter, Bushes, Trees, & Harborage Areas
- Adulticide & Larvicide Combo

- Treatment around home and deck for complete protection

Check this box to select this service plan. (Price includes up to 1/2 acre. **\$25.00 fee for each additional 1/4 acre**).

HOME PEST CONTROL

Skilled Pest Control offers 2 home pest control options with full season-long warranties. If the bugs come back, so will we.

- A. **Standard Home Pest Control Plan:** \$700 per season. Includes routinely scheduled interior/ exterior pest control service visits with free extra services as needed. (Up to 3,000 sq. ft).
- B. **White Glove Pest Control Plan:** \$800 Start-Up Fee and \$200 per month. Includes monthly service visits and premium year-round pest protection. Call for details.

GOLD

FROM **\$200.00**
PER SERVICE

- State of the Art Mosquito Program
- Choose Full Season or Peak Season
- No Long Term Contract
- Property Perimeter, Bushes, Trees, & Harborage Areas
- Adulticide & Larvicide Combo

- Treatment around home and deck for complete protection

- Perimeter Tick control application for light - moderate infestations

Check this box to select this service plan. (Price includes up to 1/2 acre. **\$50.00 fee for each additional 1/4 acre**).

DIAMOND

FROM **\$325.00**
PER SERVICE

- State of the Art Mosquito & Tick Program
- Customizable Service Schedule
- No Long Term Contract
- Property Perimeter and Harborage Areas PLUS full lawn
- Adulticide & Larvicide Combo

- Treatment around home and deck for complete protection

- Perimeter PLUS lawn Tick application

- Premium product rotation for heavy infestations & optimal control

Check this box to select this service plan. (Price includes up to 1/2 acre. **\$50.00 fee for each additional 1/4 acre**).