

VILLAGE OF POMONA

**BOARD OF TRUSTEES MEETING / PUBLIC HEARING
IN PERSON
100 LADENTOWN ROAD, POMONA, NEW YORK 10970
SEPTEMBER 19, 2022
8:00 PM**

AGENDA

SALUTE TO THE FLAG

OPEN PERIOD

PUBLIC HEARING

- a. House of Worship 60 Halley
- b. House of Worship 7 Hidden Valley

APPROVAL OF AUDITED CLAIMS

CULTURAL CENTER REPORT

BUILDING & ENGINEERING

- a. Discussion regarding Refund of Escrows
- b. Speed Bump and Stop Sign Update

NEW BUSINESS

- a. Insurance Renewal
- b. Resolution regarding County of Rockland, et al. v. Village of Pomona, et al.

OLD BUSINESS

- a. Discussion of House of Worship 34 North Ridge
- b. Discussion of House of Worship 43 Tamarack
- c. CCA

TRUSTEES PERIOD

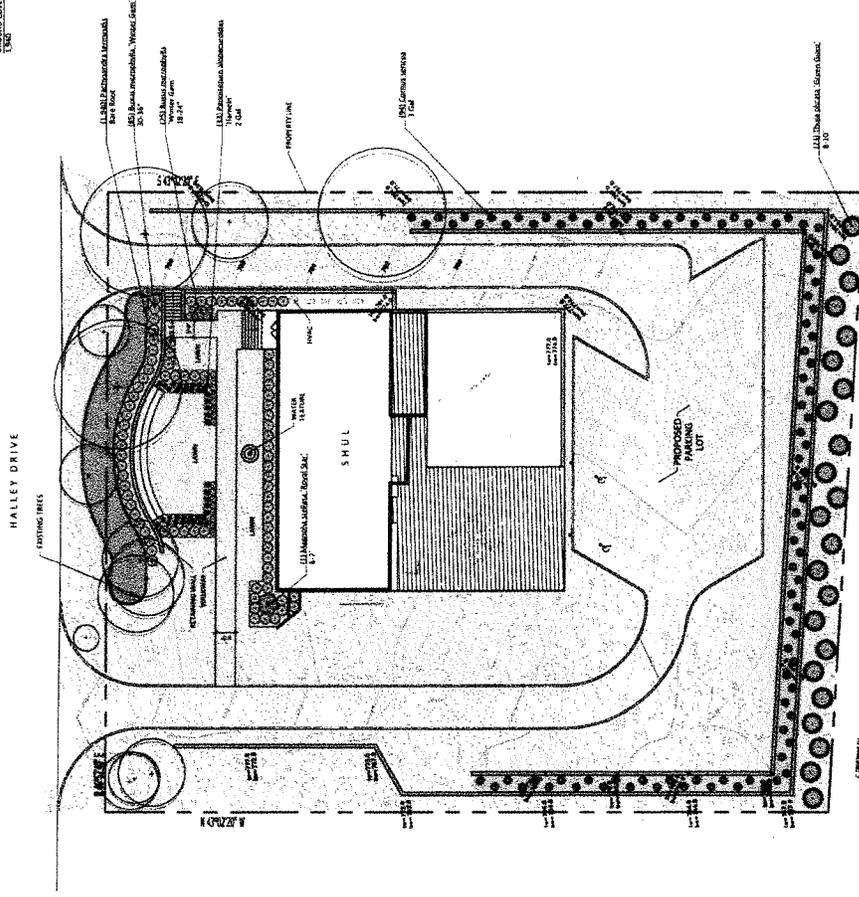
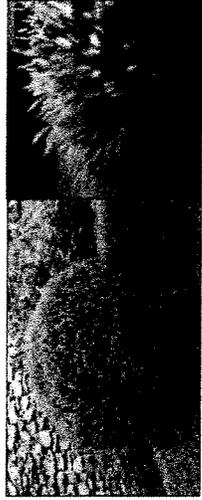
OFFICE PERIOD

LEGAL

EXECUTIVE SESSION

PLANT SCHEDULE

PLANT NAME	COMMON NAME	SIZE	PLACING
11	Red Oak	8-10"	Bar Road
21	White Birch	8-10"	Bar Road
25	White Birch	12-14"	Bar Road
34	White Birch	12-14"	Bar Road
35	White Birch	12-14"	Bar Road
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100	White Birch	12-14"	Bar Road



TO SCALE WHEN PRINTED ON 24x36
PROGRESS SET NOT FOR CONSTRUCTION

**WILLIAM
BATEMAN
ARCHITECT**

144 Route 59, Suite 2
Suffern, NY 10901
Tel. 845.517.0094
Fax. 845.517.0095

CONG. POMONA HEIGHTS
PROPOSED RENOVATIONS FOR:
25.09 - 1 - 33
VILLAGE OF POMONA, ROCKLAND COUNTY, NY
60 HALLEY DRIVE, POMONA NY 10970



DATE: 08.17.12 FOR PERMITS ONLY

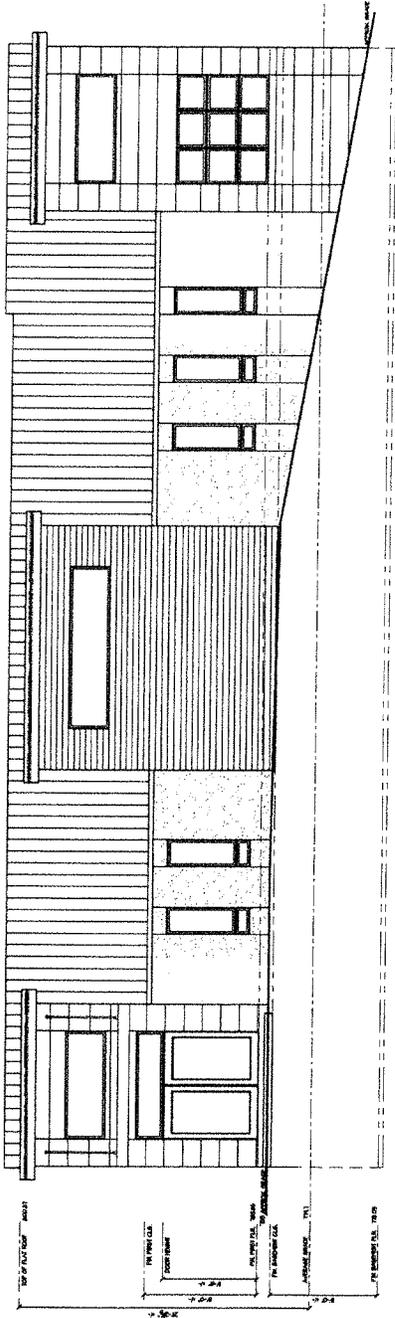
PROJECT NO: G-1220
DRAWN BY: Y.F.
SCALE: 1/8" = 1'-0"

CONTENT OF THIS SHEET:
FRONT & RIGHT
ELEVATIONS

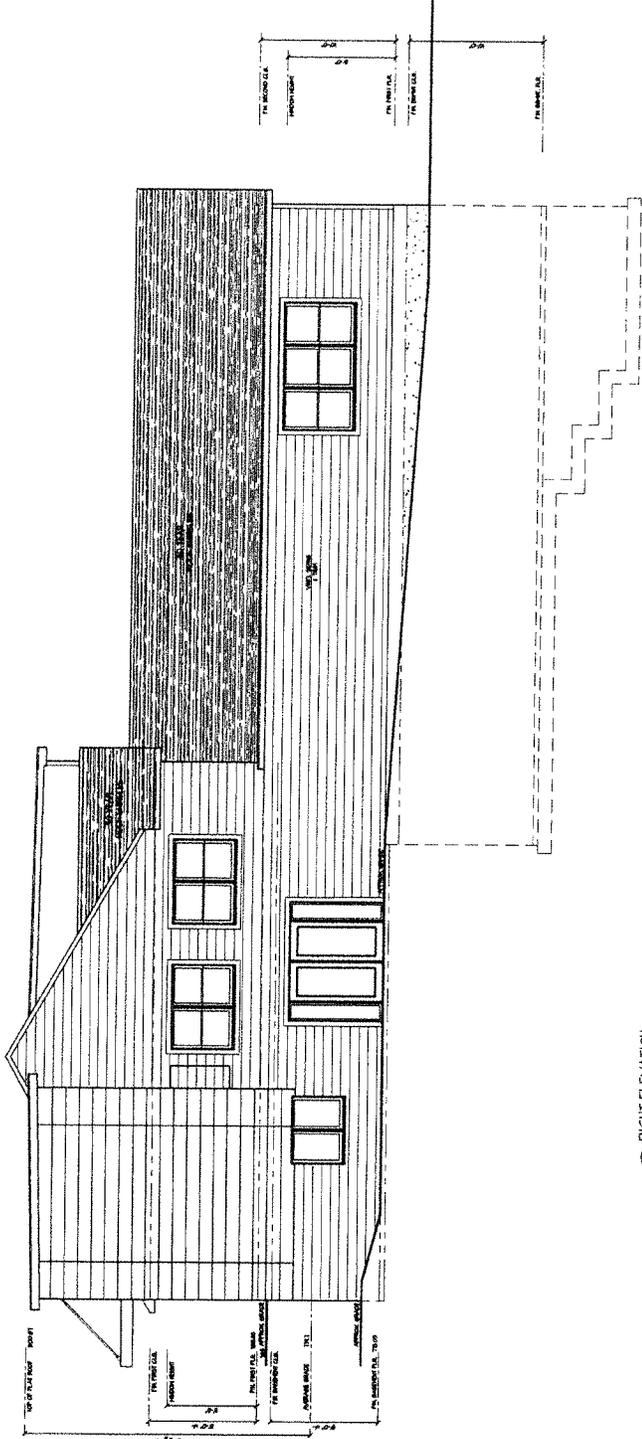
SHEET NO.

A-1 of 10

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1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



2 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

**WILLIAM
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PROPOSED RENOVATIONS FOR:
CONG. POMONA HEIGHTS
25.09 - 1 - 33
69 HALLET DRIVE, POMONA NY 10979
VILLAGE OF POMONA, ROCKLAND COUNTY, NY

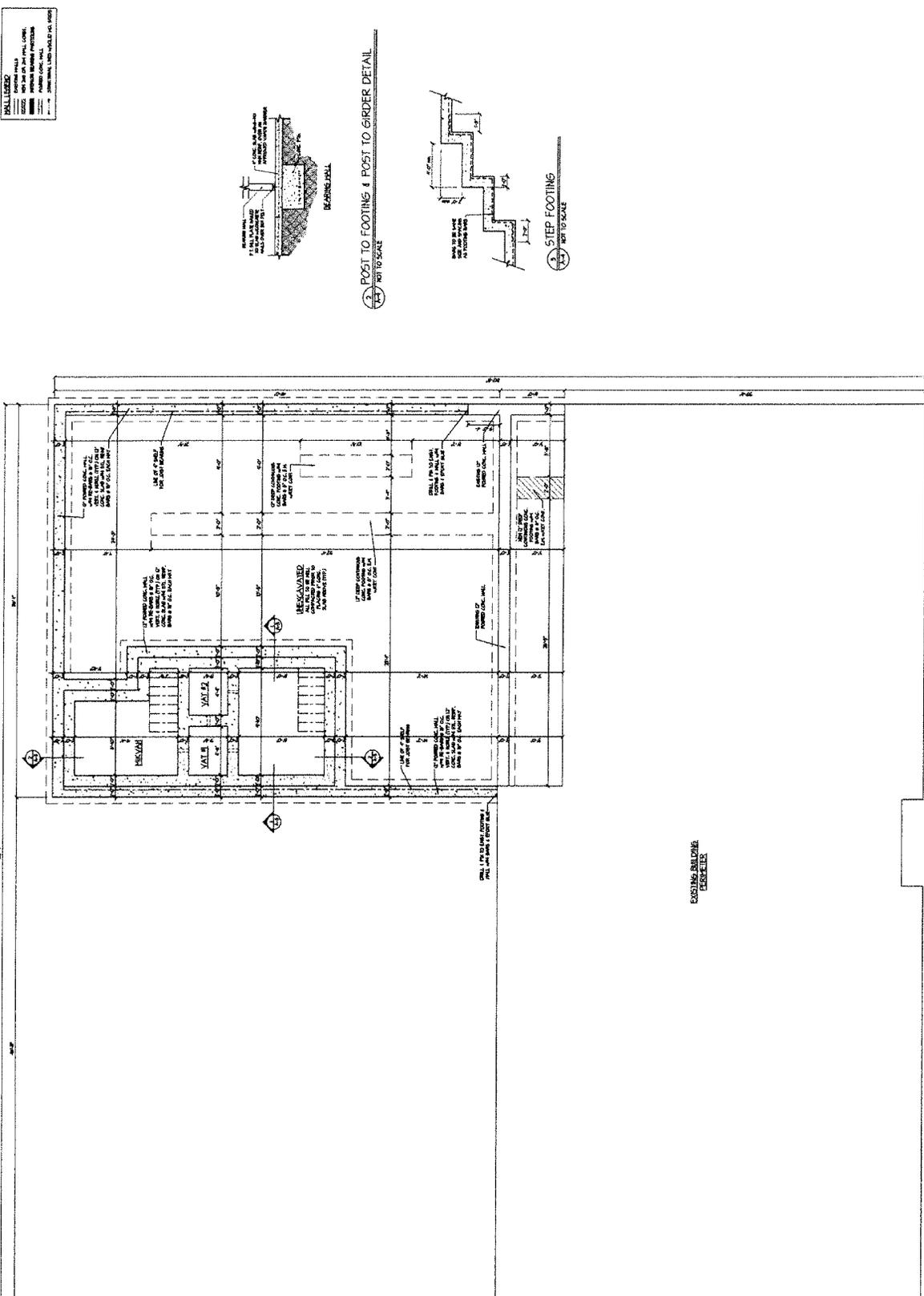


DATE: 04.17.11
PROJECT: 04.17.11 - 04.17.11

PROJECT NO.: G-1230
DRAWN BY: Y.F.
SCALE: AS NOTED

FOUNDATION PLAN
DETAILS

1
A-4 of 10



**WILLIAM
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PROPOSED RENOVATIONS FOR:
CONG. POMONA HEIGHTS
25.09 - 1 - 33
60 HALLEY DRIVE, POMONA NY 10970
VILLAGE OF POMONA, ROCKLAND COUNTY, NY



DATE: 08/12/11
PROJECT NO: 110810001

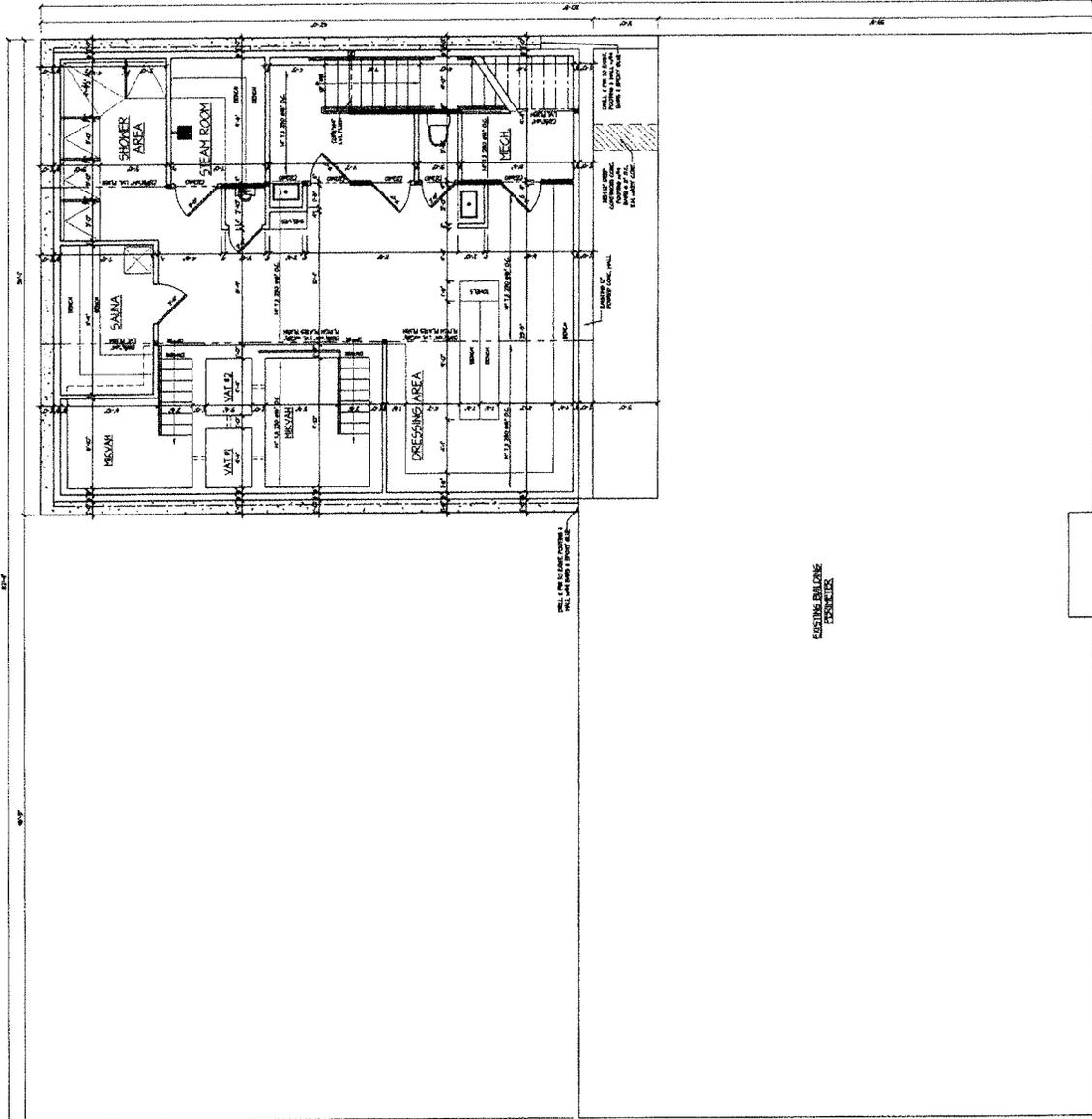
PROJECT NO: G-1230
SHEET NO: Y.F.
SCALE: 1/4" = 1'-0"
CONTEXT OF THIS SHEET:

SUB-BASEMENT FLOOR PLAN

SHEET NO:
A-5 of 10

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WALL LEGEND
 - - - - - EXTERIOR WALL
 - - - - - INTERIOR WALL
 - - - - - PARTITION WALL
 - - - - - PARTITION WALL WITH GLASS
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1 SUB-BASEMENT FLOOR PLAN
SCALE: 1/4" = 1'-0"

**WILLIAM
BATEMAN
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144 Route 59, Suite 2
Suffern, NY 10901
Tel: 845.517.0094
Fax: 845.517.0095

PROPOSED RENOVATIONS FOR
CONG. POMONA HEIGHTS
25.09 - 1 - 33
60 HALLETT DRIVE, POMONA NY 10970
VILLAGE OF POMONA, ROCKLAND COUNTY, NY



DATE: 08/12/11
PROJECT: 25.09 - 1 - 33

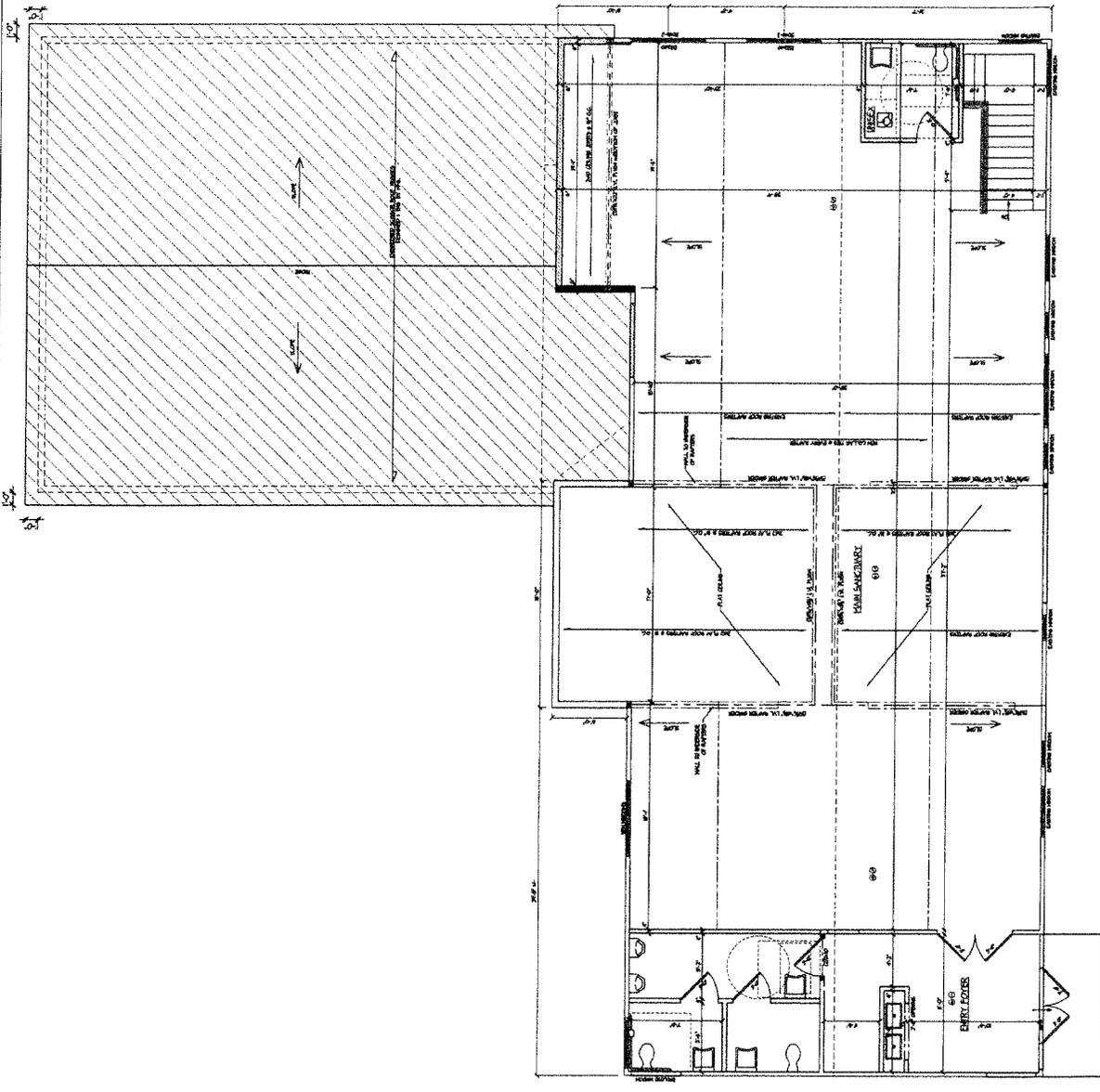
PROJECT NO.: G-11210
DRAWN BY: Y.F.
SCALE: 1/8" = 1'-0"
CHECKED BY: [Signature]

FIRST FLOOR PLAN

SHEET NO. **A-7 of 10**

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LEGEND
 - - - - - EXISTING
 - - - - - PROPOSED
 - - - - - EXISTING TO REMAIN
 - - - - - EXISTING TO BE DEMOLISHED
 - - - - - EXISTING TO BE RELOCATED
 - - - - - EXISTING TO BE RECONSTRUCTED



1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



DATE: 04/12/12, INFORMATION: 1

DESIGNED BY: G-1230
DRAWN BY: V.F.
SCALE: AS NOTED
CONTENT OF THIS SHEET: TR DETAILS

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ALLOWABLE HOLES - T-JOIST

Table A - End Support

Joist Size	End Support	Max. Hole Diameter	Max. Hole Spacing
2x8	End Support	1 1/2"	12"
2x10	End Support	1 3/4"	12"
2x12	End Support	2"	12"

Table B - Intermediate or Cleared Support

Joist Size	Intermediate or Cleared Support	Max. Hole Diameter	Max. Hole Spacing
2x8	Intermediate or Cleared Support	1 1/2"	12"
2x10	Intermediate or Cleared Support	1 3/4"	12"
2x12	Intermediate or Cleared Support	2"	12"

ALLOWABLE HOLES - Headers and Beams

18B Timber-Frame Ltd. Headers and Beams

WARNING

DO NOT USE JOIST OR BEAM WITH HOLES EXCEEDING THE ALLOWABLE LIMITS. HOLES EXCEEDING THE ALLOWABLE LIMITS WILL WEAKEN THE JOIST OR BEAM AND MAY CAUSE FAILURE. ALWAYS USE THE LATEST EDITION OF THE 18B TIMBER-FRAME LIMITED HEADERS AND BEAMS SPECIFICATION. ALWAYS USE THE LATEST EDITION OF THE 18B TIMBER-FRAME LIMITED HEADERS AND BEAMS SPECIFICATION.

THINK SAFETY, READ INSTALLATION INFORMATION BEFORE PROCEEDING

JOIST DETAILS

BEAM DETAILS

Column Details

Table A - Floor Joists

Joist Size	Span	Max. Spacing
2x8	12'	16"
2x10	16'	16"
2x12	20'	16"

Table B - Header and Beam

Member Size	Span	Max. Spacing
2x8	12'	16"
2x10	16'	16"
2x12	20'	16"

Table C - Truss

Truss Size	Span	Max. Spacing
2x8	12'	16"
2x10	16'	16"
2x12	20'	16"

Weyershaeuser

TrueSpot

Installation Guide for Floor and Roof Framing, T1-9001, and the Deep Depth Trus Joist T11-Klar Installation Guide, T1-9006, which should be referenced for additional information.

Column Details

Table A - Column

Column Size	Span	Max. Spacing
4x4	12'	16"
4x6	16'	16"
4x8	20'	16"

Table B - Beam

Beam Size	Span	Max. Spacing
2x8	12'	16"
2x10	16'	16"
2x12	20'	16"

Table C - Joist

Joist Size	Span	Max. Spacing
2x8	12'	16"
2x10	16'	16"
2x12	20'	16"

VILLAGE OF POMONA
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that a Public Hearing will be held by the Village of Pomona on the 19th day of September, 2022, at approximately 8:00 pm to receive and hear public comment on the Special Permit application for a House of Worship located at 60 Halley Drive in the Village of Pomona. Members of the public may attend the Village Board meeting and Public Hearing in person at 100 Ladentown Road, Village of Pomona, New York 10970 commencing at 8:00 p.m. in the meeting room.

A copy of the application is available from the Village Clerk's office at 100 Ladentown Road, Pomona, New York 10970. For any person unable to participate at the time of the Public Hearing, email comments may be submitted in advance to chakiera.locust@pomonavillage.com.

The Village of Pomona will make every effort to assure that the Meeting is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Village Clerk.

Dated: Pomona, New York
September 8, 2022
Chakiera Locust
Village Clerk

VILLAGE OF POMONA
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that a Public Hearing will be held by the Village of Pomona on the 19th day of September, 2022, at approximately 8:00 pm to receive and hear public comment on the Special Permit application for a House of Worship located at 7 Hidden Valley Drive in the Village of Pomona. Members of the public may attend the Village Board meeting and Public Hearing in person at 100 Ladentown Road, Village of Pomona, New York 10970 commencing at 8:00 p.m. in the meeting room.

A copy of the application is available from the Village Clerk's office at 100 Ladentown Road, Pomona, New York 10970. For any person unable to participate at the time of the Public Hearing, email comments may be submitted in advance to chakiera.locust@pomonavillage.com.

The Village of Pomona will make every effort to assure that the Meeting is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Village Clerk.

Dated: Pomona, New York
September 8, 2022
Chakiera Locust
Village Clerk



Pomona Cultural Center

Tjokorda Gde Arsa Artha, Director/Curator

Presents:

Autumn 2022 Art Exhibition

September 18 - November 6

Bill Hochhauson & Sarah Favalaid



Featuring: Live Music Performance -DUO- by Jeremy Wall & John Ragusa

Will be livestreamed via YouTube with the artists in attendance.

All programs are sponsored and made possible by the Mayor and the Board of Trustees of the VILLAGE OF POMONA.

Directions: Palisades Parkway to Exit 13. Follow Rte 202 toward Pomona for 2 miles, turn left onto Rte 306. The Center is 1 mile on left.

584 Route 306, Pomona, New York (845) 362-8062

Gallery Hours: Friday - Sunday from 2 - 6 PM



Jeremy Wall - John Ragusa

September 15, 2022

Mayor Ian Banks and Village Trustees
Village of Pomona
100 Ladentown Road
Pomona, NY 10970



Re: Traffic Calming at Various Roads, Village of Pomona
Engineering Report

Dear Mayor and Trustees,

This office serves as Village Engineer for the Village of Pomona. At the Village Board meeting on August 29, 2022, the Board took action to refer a number of requests and/or reviews to the Village Engineer for recommendations. The Village continues to take an active role in reviewing and providing traffic calming methods in the Village for public safety.

North Ridge Road (Speed Tables)

North Ridge Road is 0.72 miles or 3,801 lineal feet which extends from Halley Drive at the west to Overlook Road on the East. There are 40 residential lots fronting the roadway. There is only one other intersection at Cheesecote Lane (which is near Overlook). Intersections may be a potential for traffic calming with (3 way) or (all way) Stop. However, most of the North Ridge road is absent of intersections.

Our review and observations are as follows:

- North Ridge Road has limited visibility at the end limits as well as sloped roads. The mid section of North Ridge provides better locations meeting design criteria.
- Select vehicles were observed traveling at the upper speed limits or above, primarily along the straighter sections, both ways

Speed Tables have been used in various locations that we are familiar with success and little or no negative impacts, including within the Village. Generally, the speed tables installed have not diverted traffic or caused difficulties with emergency vehicles or snow removal operations. Table detailing allows storm runoff to continue along the gutter line.

A speed (table) is constructed with an overall length of 14' and rises 4" above grade. These devices are used as a method for traffic calming. The street geometry and layout dictates the location of the speed tables. Speed tables are currently used as compared to speed humps (due to drivability) and provides more of a transition. Speed tables constructed require proper signage and striping consistent with recommendations of the FHA Manual on Uniform Traffic Control Devices. Required signage includes (100') before the table and at the table.

We recommend (2) locations for speed tables, near the 12-13 North Ridge and 26-28 North Ridge. These locations are at less sloped and straighter road locations.

If the process is approved by the governing body, I suggest the location(s) are marked in paint so that the public can view the proposed locations and offer comments if applicable, for a 30 day period.

Speed table installations have ranged in cost by a subcontractor (separate vendor) to be approximately \$6,000 to \$8,000 each (when multiple tables are installed) which includes cutting the existing asphalt, construction of the (table), signage and striping. A budget of \$17,000 should be anticipated.

Stop Signs

Aspen Court and Halley,

There are currently Stop Signs/Bars along Halley Drive in the North and South direction. Aspen Court generally enters into Halley Drive and should be controlled with a Stop Bar and Sign
I recommend installation of a Stop Bar and Sign at Aspen Court intersection with Halley Drive.

Halley Drive at South Ridge Road

Halley Drive is an approximate 1.75 mile road within the Village, generally in a North South direction. The Village has used 3 way or All Way stop signs/bars at intersections as a method of calming. This location will provide an additional method of calming and provides adequate sight distance. We observed cars driving along Halley Drive in both directions at the upper limits or in excess of the local speed limits. **I recommend installation of a Stop Bar and Sign in both directions along Halley Drive at the South Ridge Road intersection.** This will make the intersection a 3 Way Stop.

The Town of Ramapo can install the signage / painting with a Village Board Resolution or minutes approving the same. Signage and Stop bars are typically installed as part of the maintenance agreement with TOR.

Please review and schedule this matter for discussion/action at the next Village Board meeting.

Please contact this office if you have any questions.

Very truly yours,



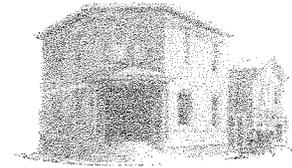
Martin K. Spence, PE

c. Chakiera Locust, Village Clerk
Brian Nugent, Village Attorney



RENEWAL COMPARISON

09/SEPT/2022



COVERAGE		CURRENT	RENEWAL
LIABILITY			
GENERAL LIABILITY EACH OCCURRENCE		\$1,000,000	SAME
	Aggregate	\$3,000,000	SAME
	Deductible	NONE	SAME
EMPLOYEE BENEFITS (EBL)		\$1,000,000	SAME
	Aggregate	\$3,000,000	SAME
	Deductible	1,000	SAME
Damage to Premises Rented to You Limit (Any One Premises)		\$1,000,000	SAME
Medical Payments Limit		Excluded	SAME
Pollution (Pesticide, herbicide, chlorine, other treatments, Sewer back up)		Included	SAME
Failure To Supply Sublimit		100,000	SAME
<i>Coverage underwritten by Argonaut</i>			
PUBLIC OFFICIALS LIABILITY			
PUBLIC OFFICIALS		\$1,000,000/Aggregate	SAME
	Each Wrongful Act Deductible	\$50,000 per claim	SAME
EMPLOYMENT PRACTICES (EPLI)		\$1,000,000/Aggregate	SAME
	Each Wrongful EPLI Offense Deductible - Damages	\$125,000 per claim	SAME
<i>Coverage underwritten by Landmark</i>			
PROPERTY			
BUILDING & YOUR PERSONAL PROPERTY		\$2,487,000	\$2,613,858
<i>Blanket Limit, Special Form, Replacement Valuation, No Coinsurance.</i>		Blanket Limit	SAME
	Deductible	\$1,000	SAME
Additional coverages in addition to Blanket Property Limits:			
	Accounts Receivable: At all described premises	\$150,000	SAME
	Accounts Receivable: In transit or at all undescribed premises	\$100,000	SAME
	Covered Leasehold Interest - Undamaged Improvements	\$100,000	SAME
	Debris Removal (additional amount) Deferred Payments	\$250,000	SAME
	Duplicate Electronic Data Processing Data & Media	\$50,000	SAME
	Electronic Data Processing and Media at all described premises	\$50,000	SAME
	Extra Expense	\$1,000,000	SAME
	Fine Arts - At all described premises	\$50,000	SAME
	Money & Securities	\$10,000	\$5,000
	Outdoor Property	\$50,000	SAME
	Personal Effects	\$50,000	SAME
	Property Off Premises or In Transit	\$50,000	SAME
	Pollution Clean-Up and Removal - Annual Aggregate	\$100,000	SAME
	Valuable Papers and Records - Cost of Research	\$100,000	SAME
	- In transit or at undescribed premises	\$25,000	SAME



RENEWAL COMPARISON

09/SEPT/2022



COVERAGE		CURRENT	RENEWAL
BUSINESS INCOME		\$1,000,000	SAME
Business Income Rental Value & Ordinary Payroll		Included	SAME
FLOOD		\$1,000,000	SAME
	Deductible	\$50,000	SAME
EARTHQUAKE		\$1,000,000	SAME
	Deductible	\$50,000	SAME
<i>Coverage underwritten by Argonaut</i>			
INLAND MARINE: Contractor's Equipment			
Hired/Borrowed/Leased		\$100,000	SAME
Unlisted Items		\$25,000	SAME
Not To Exceed		\$5,000 per item	SAME
Newly Acquired Contractors Equipment		\$250,000	SAME
Flood Limit of Insurance		\$25,000	SAME
Earth Movement Limit of Insurance		\$25,000	SAME
	Basic Deductible	\$500	SAME
	Flood Deductible	\$5,000	SAME
	Earth Movement Deductible	\$5,000	SAME
	Windstorm Deductible	\$1,000	SAME
<i>Coverage underwritten by Argonaut</i>			
AUTOMOBILE			
Hired/Non Owned Liability		1,000,000	SAME
<i>Coverage underwritten by Argonaut</i>			
UMBRELLA			
General Aggregate Limit		\$10,000,000	SAME
Products / Completed Operations Aggregate Limit		\$10,000,000	SAME
Personal and Advertising Injury Any One Person or Organization Limit		\$10,000,000	SAME
Each Occurrence Limit		\$10,000,000	SAME
Retained Limit Any One Occurrence or Offense		10,000	SAME
		Auto, GL, and EBL only.	
		Does not extend over	SAME
		Public Officials	
<i>Coverage underwritten by Argonaut</i>			
BOILER & MACHINERY			
Blanket Limit		\$2,613,858	SAME
	Deductible	\$1,000	
<i>Coverage underwritten by Argonaut</i>			



COVERAGE		CURRENT	RENEWAL
CRIME			
Public Employee Dishonesty & Scheduled Positions (Mayor, Clerk, Treas.)		\$100,000	SAME
	Deductible	\$1,000	SAME
<i>Coverage underwritten by Argonaut</i>			
CYBER LIABILITY			
Cyber Liability including Deception & Data Compromise		\$100,000	SAME
	Deductible	\$1,000	SAME
<i>Coverage underwritten by Argonaut</i>			

ANNUAL PREMIUM		
Property (Including Inland Marine)	\$6,118	\$6,032
General Liability	\$18,570	\$19,490
Public Officials Liability	\$29,417	\$31,648
Umbrella	\$6,803	\$6,733
Auto Liability	\$100	\$100
Crime	\$1,290	\$1,290
Cyber Liability including Deception	\$1,102	\$834
Inland Marine	\$460	\$242
TRIA (Terrorism)	\$977	\$975
NYS Taxes, Inspection Fees, & Fire Fees	\$161	\$57
ANNUAL PREMIUM	\$64,998	\$67,401

NOTES / SUBJECTIVITIES
1. Cyber Liability coverage. Review limits.
2. Signed statement of Property values

LOCATIONS
1. VILLAGE HALL - 100 LADENTOWN RD, POMONA, NY 10970
2. RECREATION HALL - 584 ROUTE 306, POMONA, NY 10970
3. SECOR CT AND CALL HOLLOW RD, POMONA, NY 10970
4. WOODFIELD RD, POMONA, NY 10970
5. BEAVER DAM RD, POMONA, NY 10970
6. MISC. THROUGHOUT VILLAGE, POMONA, NY 10970

RESOLUTION

A Meeting of the Village Board of the Village of Pomona, New York was convened on **September 19, 2020 at 8:00 p.m.**

The following Resolution was duly offered and seconded to wit:

RESOLUTION AUTHORIZING REPRESENTATION OF THE BOARD OF TRUSTEES BY FEERICK NUGENT MacCARTNEY, PLLC (BRIAN D. NUGENT, ESQ.) IN LITIGATION

WHEREAS, the Village of Pomona (“Village”) retains Special Counsel, Feerick Nugent MacCartney, PLLC, to represent the Board of Trustees and Village Treasurer in certain legal matters; and

WHEREAS, a Summons and Complaint was filed on August 30, 2022 against the Board of Trustees of the Village of Pomona and Dorinda Mittiga as well as the Village of Pomona in a proceeding entitled County of Rockland, et al. v. Village of Pomona, et al., under Index Number EF033777/2022 in the County of Rockland Supreme Court (the “Litigation”) concerning a declaratory Judgment action; and

WHEREAS, the Village Board authorizes Special Counsel Feerick Nugent MacCartney, PLLC to represent the Board of Trustees as well as Dorinda Mittiga, in her official capacity as Treasurer in said litigation.

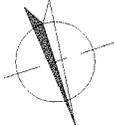
NOW, THEREFORE, it is resolved as follows:

- Section 1. The above “WHEREAS” clauses are incorporated herein as if set forth in full.
- Section 2. Special Counsel, Feerick Nugent MacCartney, PLLC, is authorized to appear on behalf of the Board of Trustees and Dorinda Mittiga, in her official capacity as Village Treasurer of the Village of Pomona and shall be compensated for all services performed in the Litigation above on the terms and conditions set forth in the Village Board Resolution appointing Special Counsel Feerick Nugent MacCartney, PLLC. Said services will be paid separate and apart from those services for which Special Counsel has previously been retained to handle for the Village.
- Section 3. The Board of Trustees is authorized to execute any documents necessary to carry out the provisions of this Resolution.
- Section 4. This Resolution shall be effective immediately.

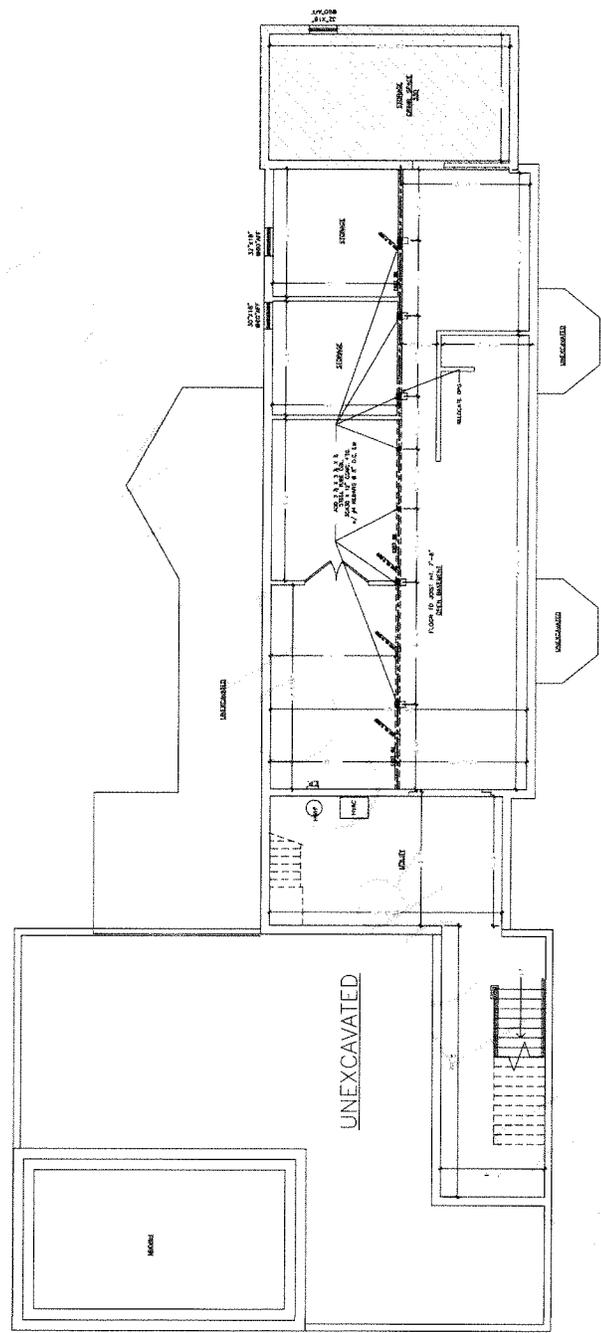
The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mayor Ian Banks	[]	[]	[]	[]
Deputy Mayor Ilan Fuchs	[]	[]	[]	[]
Trustee Carol McFarlane	[]	[]	[]	[]
Trustee Mendy Lasker	[]	[]	[]	[]
Trustee Marc Greenberg	[]	[]	[]	[]

The Resolution was thereupon duly adopted.



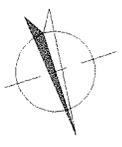
AREA DATA			
	EXIST.	NEW	TOTAL
BASEMENT	1845	298	2,143
FIRST FLOOR	3673	1081	4,754
SECOND FLOOR	906	1832	2,738
TOTAL	6,424	3,211	9,635




BASEMENT/FOUNDATION PLAN
 SCALE: 3/16" = 1'-0"

ARCHITECT IS NOT RESPONSIBLE FOR EXISTING AND/OR UNREMOVED CONDITIONS - ARCHITECT HAS NOT BEEN RETAINED FOR CONSTRUCTION INSPECTION SERVICES & WILL BE RESPONSIBLE FOR CONSTRUCTION MEASUREMENTS PERFORMED BY CONTRACTORS

ALL WORKING DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND SHALL BE KEPT IN CONFIDENCE. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON. THE ARCHITECT DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON. THE ARCHITECT DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.

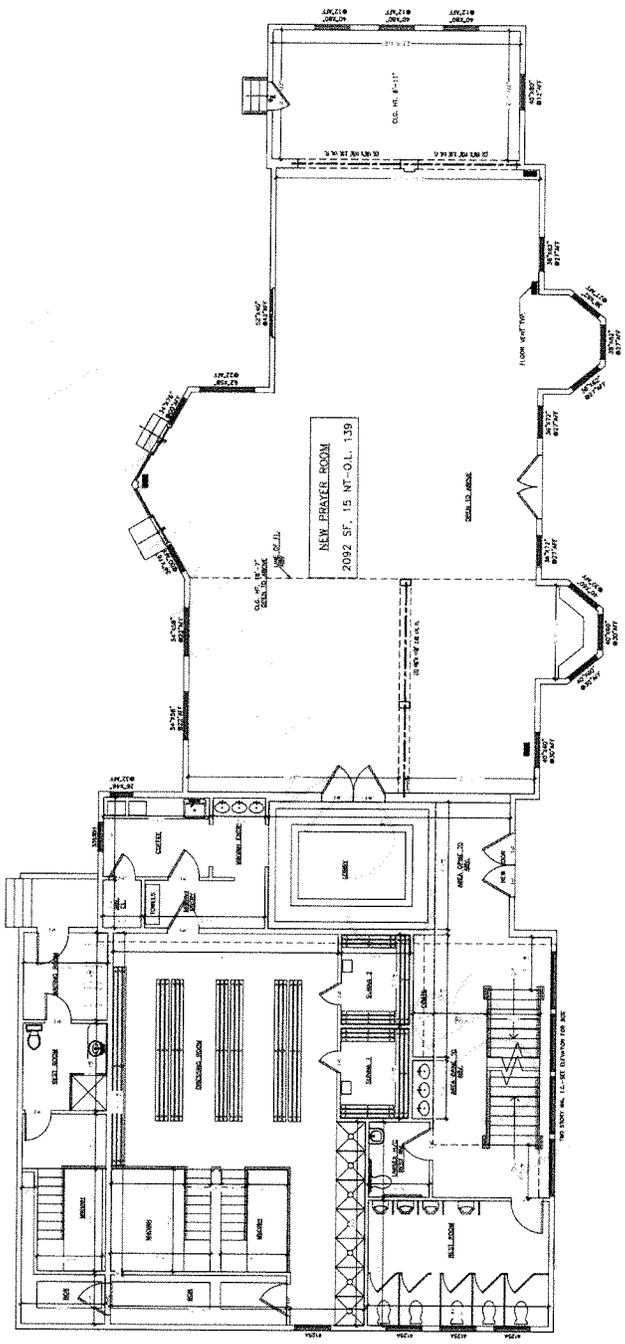


THE HANFLING GROUP INC.
PLANNING & DESIGN

PROJECT: PROPOSED HOUSE OF WORSHIP CHABAD OF THE HEIGHTS INC. 345 N RIDGE VILLAGE AVENUE ROCKLAND COUNTY

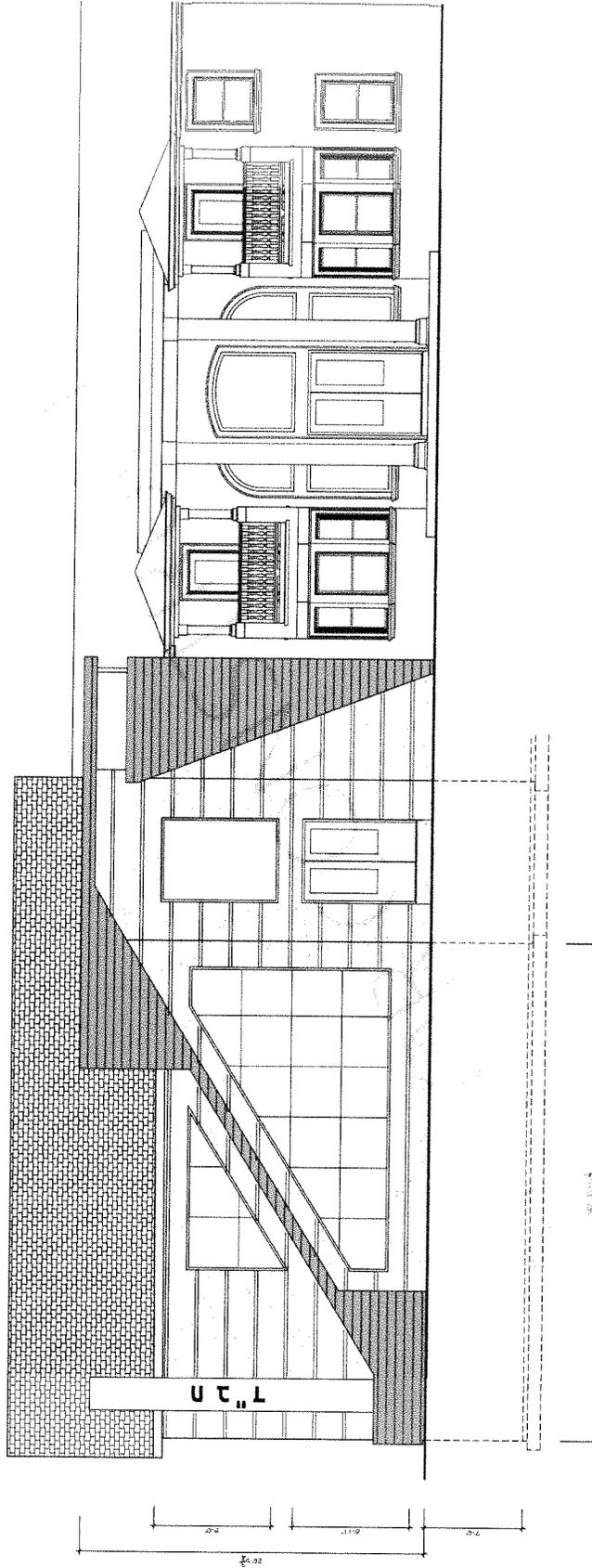
FIRST FLOOR

SCALE: AS NOTED
PRINT NO.: A-2



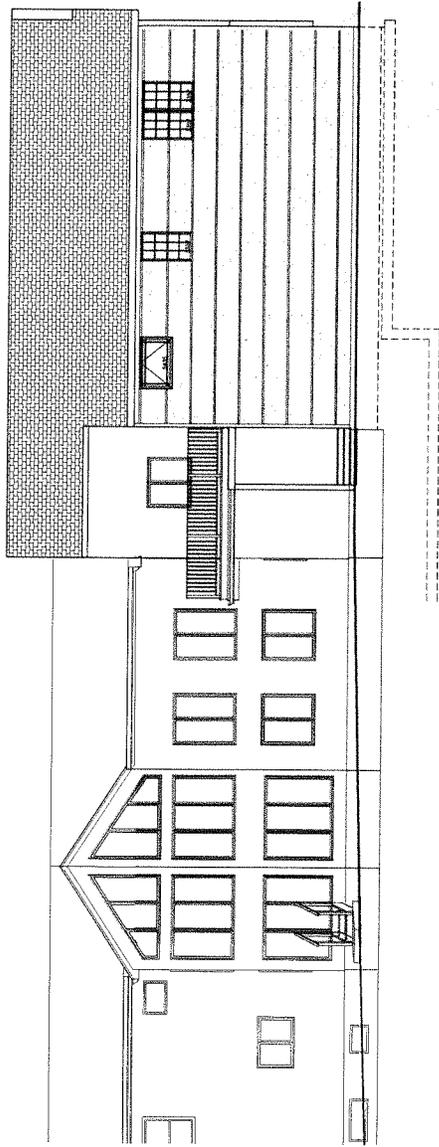
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

ARCHITECT IS NOT RESPONSIBLE FOR ENGINEERING AND/OR UNPERMITTED CONDITIONS - ARCHITECT HAS NOT BEEN RETAINED FOR CONSTRUCTION ADMINISTRATION SERVICES & WILL BE RESPONSIBLE FOR CONSTRUCTION ADMINISTRATION SERVICES RETURNED BY CONSTRUCTION

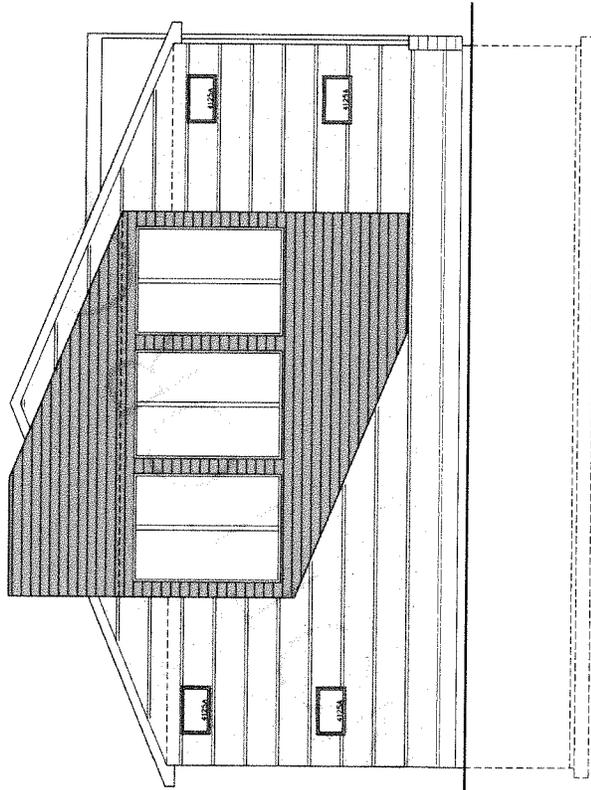


FRONT-SHOUT ELEVATION
SCALE: 1/4" = 1'-0"

ARCHITECT IS NOT RESPONSIBLE FOR EXISTING AND/OR IMPOSED CONDITIONS - ARCHITECT HAS NOT BEEN RETAINED FOR CONSTRUCTION INSPECTION SERVICES & WILL BE RESPONSIBLE FOR CONSTRUCTION PHASES PERFORMED BY CONTRACTORS.

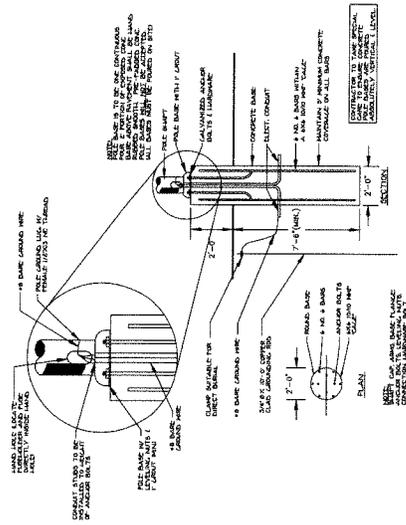
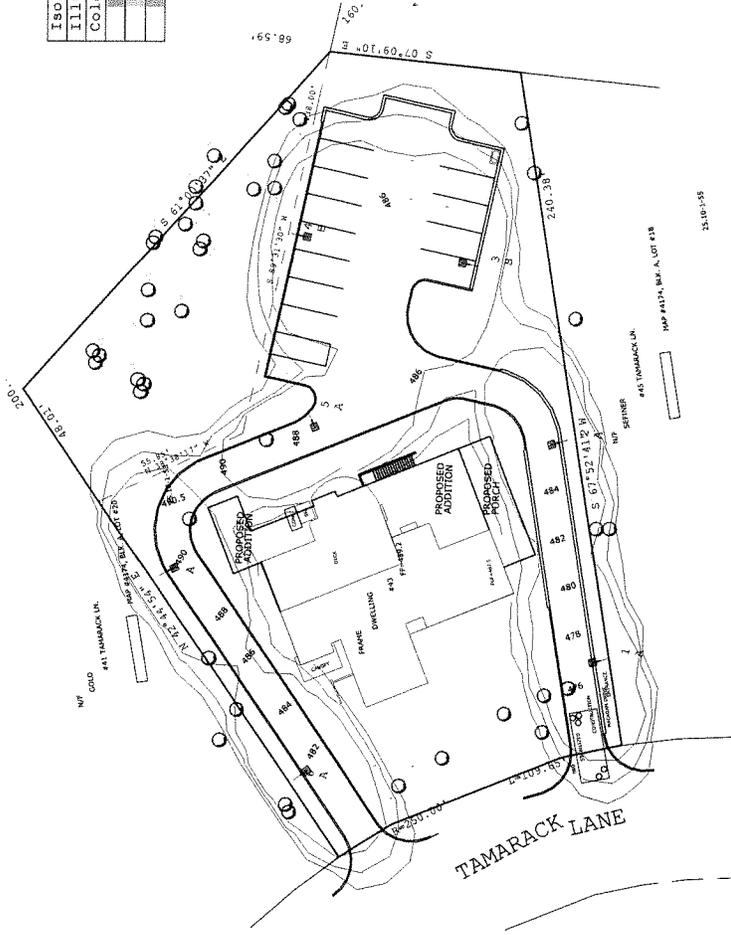


REAR ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"

Isoline Legend	
Illuminance (Fc)	Value
[Pattern]	0.5
[Pattern]	1
[Pattern]	2



LIGHT POLE BASE DETAIL
N12

REVISIONS

LIGHTING PLAN	
OLIV YAAKOV SULLOMO	
2610-1-04	
VILLAGE OF BUNNA	
ROCKLAND COUNTY, NEW YORK	
DRAWING SCALE	
DATE	BY
MAY 8, 2012	AS/TAM
DATE	BY
MAY 8, 2012	AS/TAM
DATE	BY
MAY 8, 2012	AS/TAM

PAUL GDANSKI, PE, PLLC
403 WOODMONT LANE
SLAUGHTERSBURG, NY 10974
TEL: (815) 465-0995



Location	Label	Quantity	Mounting Height
1	ALEKMAT	15	
2	ALEKMAT	15	
3	ALEKMAT	15	
4	ALEKMAT	15	
5	ALEKMAT	15	
6	ALEKMAT	15	
7	ALEKMAT	15	

Item	Qty	Unit	Description	Unit	Qty	Unit	Material
1	15	EA	1000 Pole Mount - Type II	1000	150.0	150.0	1000
2	15	EA	1000 Pole Mount - Type III	1000	150.0	150.0	1000

Calculation Summary	Item	Qty	Unit	Description	Unit	Qty	Unit	Material
1	15	EA	1000 Pole Mount - Type II	1000	150.0	150.0	1000	
2	15	EA	1000 Pole Mount - Type III	1000	150.0	150.0	1000	

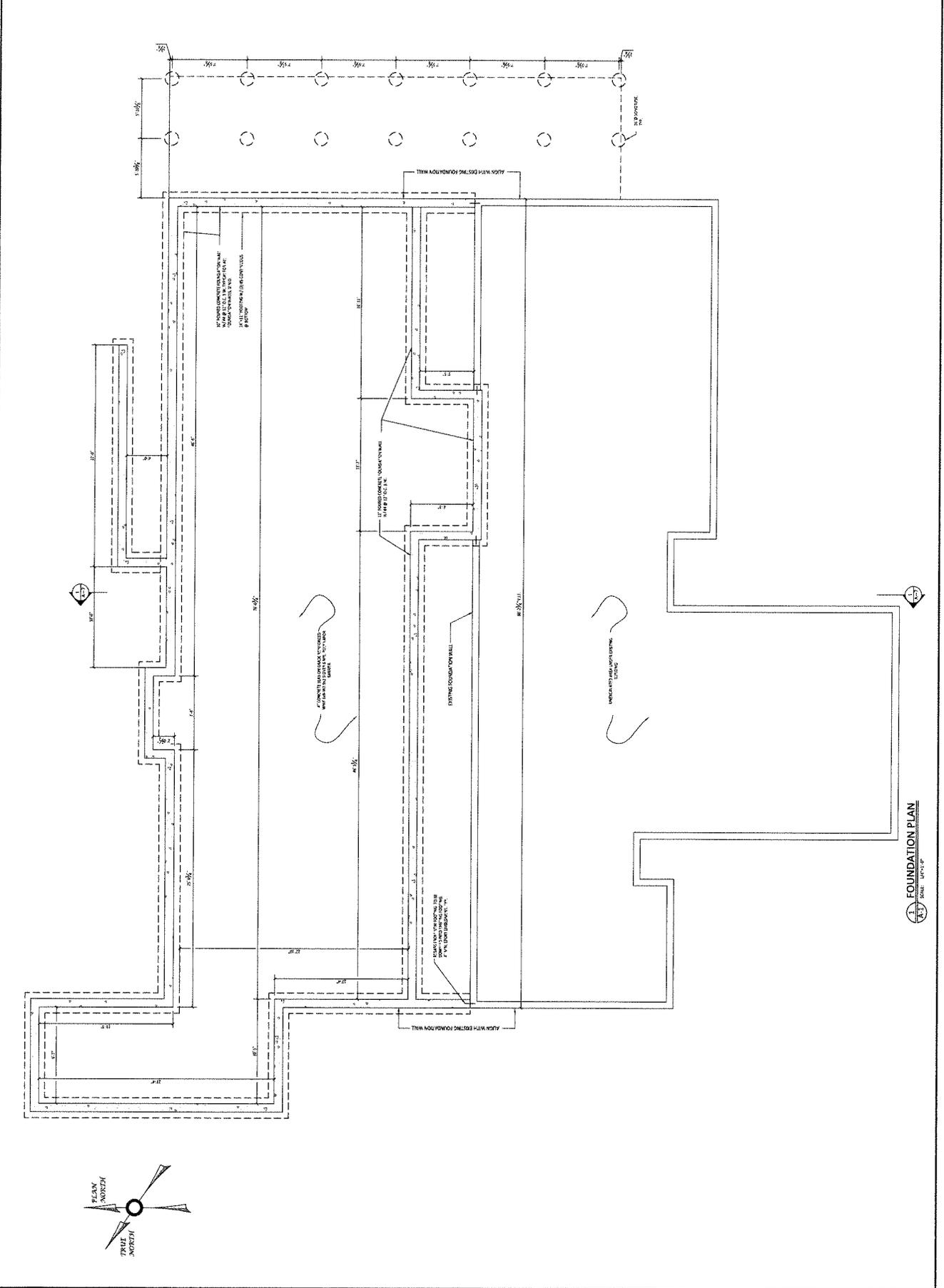
DATE	04/28/2022
SCALE	AS NOTED
DRAWN BY	J.H.R.
CHECKED BY	J.H.R.
DWG. NO.	A-1

JOB NAME / LOCATION:
 43 TAMARACK LN., POMONA
 NY, 10970

NO.	DATE	DESCRIPTION

SEAL

PLAN BY:
DRAWRITE
 MONROE, NY 10950
 E-MAIL: MAIL@DRAWRITE.COM
 TEL: 845.783.8176 FAX: 845.963.6770
 NOT FOR CONSTRUCTION
 UNLESS SIGNED & SEALED
 BY ARCHITECT OR
 ENGINEER & APPROVED
 BY ALL AGENCIES
 HAVING JURISDICTION.



FOUNDATION PLAN
 SCALE: 1/4" = 1'-0"

DATE	03/23/22
SCALE	AS NOTED
DRAWN BY	J.H.R.
N.D.	
CHECKED BY	
DWG. NO.	A-2

43 TAMARACK LN, POMONA, N.Y. 10970

JOB NAME / LOCATION:

NO.	DATE	DESCRIPTION

PLAN BY:

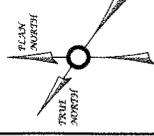
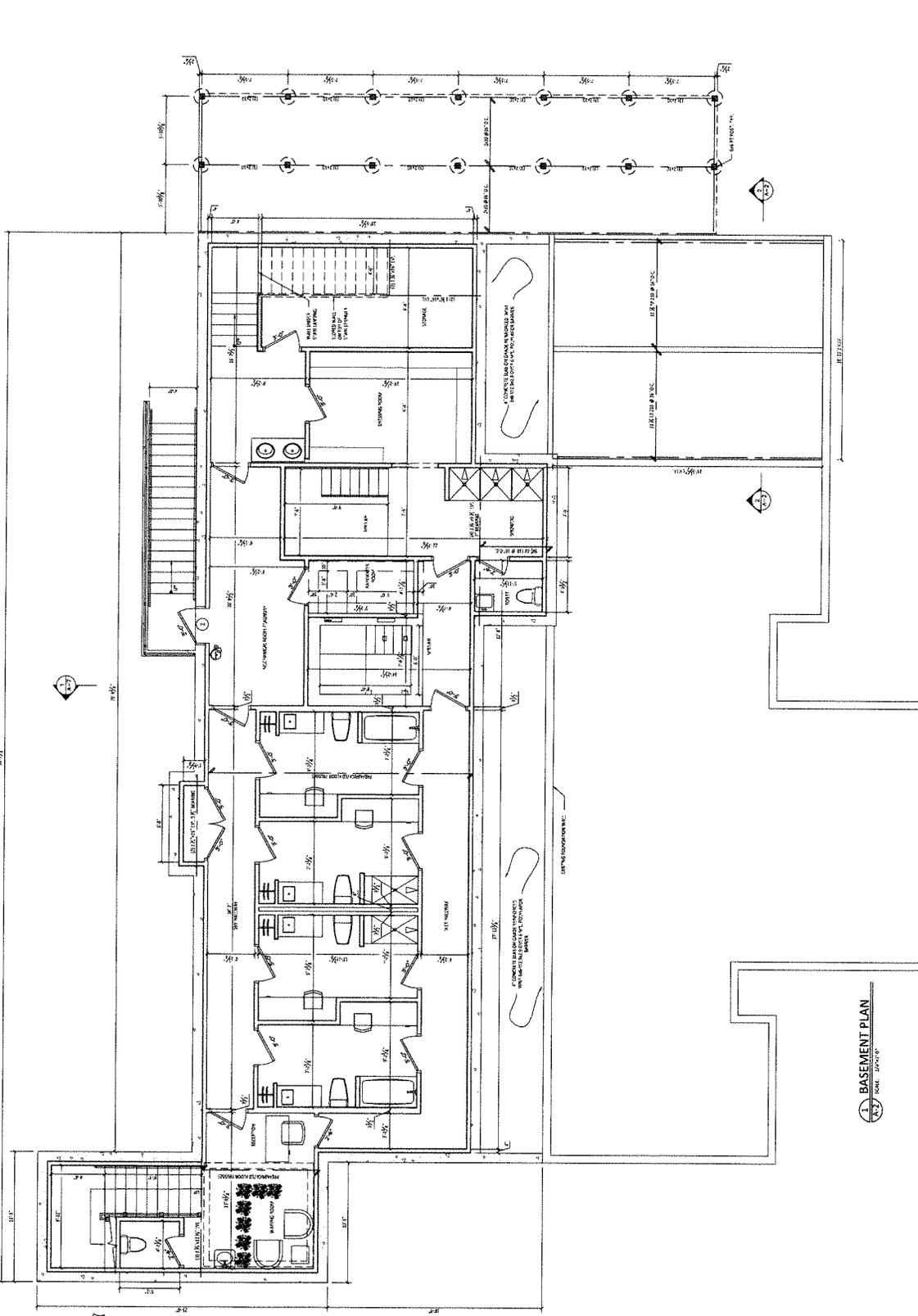
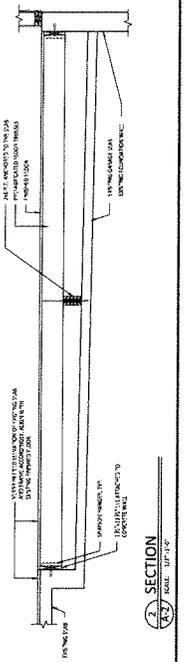
DRAWRITE

MONROE NY 10950

TEL: 845.783.8176 (7483) FAX: 845.363.7770

E-MAIL: MAIL@DRAWRITE.COM

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DATE	SCALE
04/28/2022 AS NOTED	
DRAWN BY	CHECKED BY
N.D.	J.H.R.
DWG. NO. A-4	

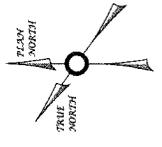
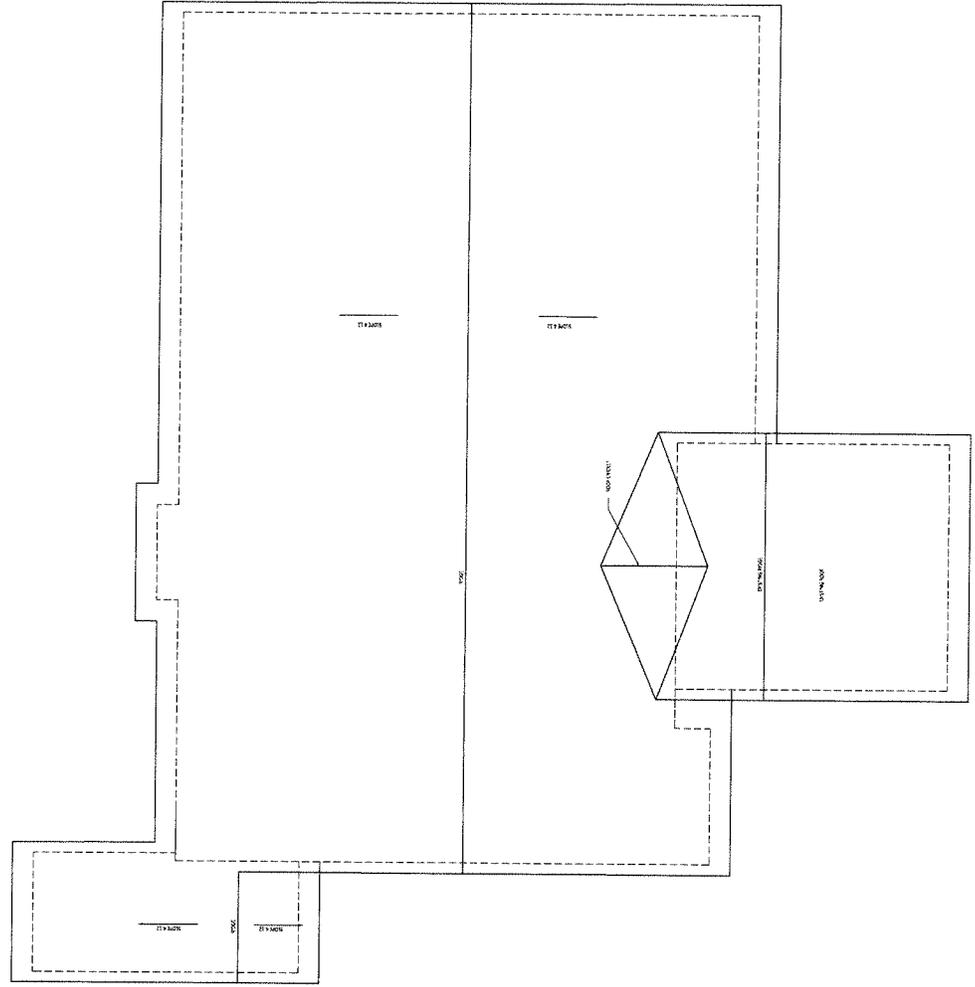
JOB NAME / LOCATION:
 43 TAMARACK LN, POMONA,
 N.Y. 10970

NO.	DATE	DESCRIPTION

SEAL

PLAN BY:
DRAWRITE
 MONROE, NY 10950
 TEL: 845.783.8176 FAX: 845.363.6770
 E-MAIL: MAIL@DRAWRITEINC.COM

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ROOF PLAN
 SCALE 1/8" = 1'-0"

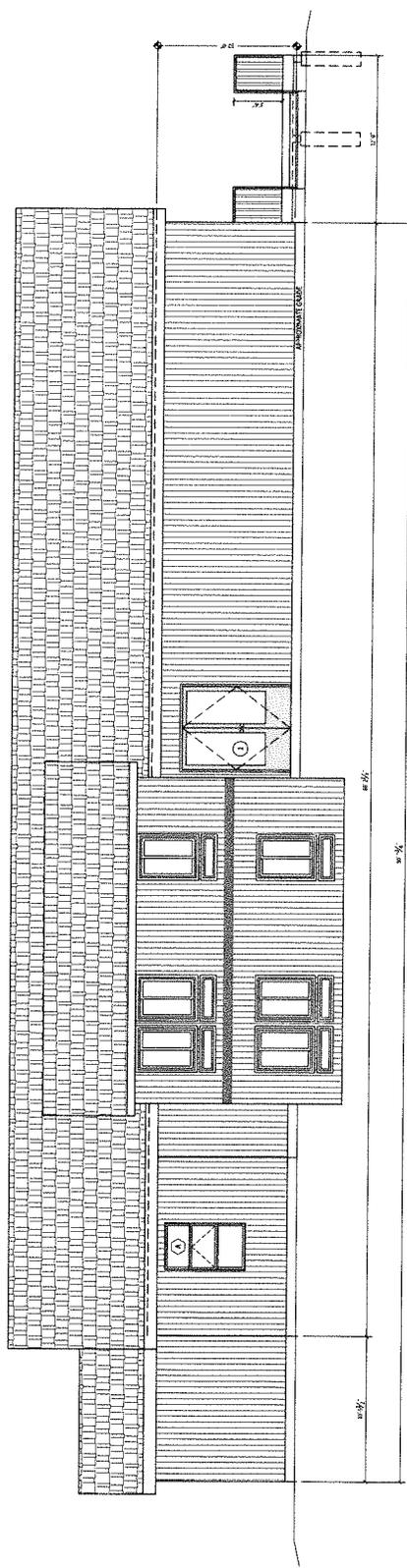
DATE
SCALE
AS NOTED
04/28/22
DRAWN BY
J.H.R.
N.D.
CHECKED BY
A-5
DWG. NO.

JOB NAME / LOCATION:
43 TAMARACK LN, POMONA
NY, 10970

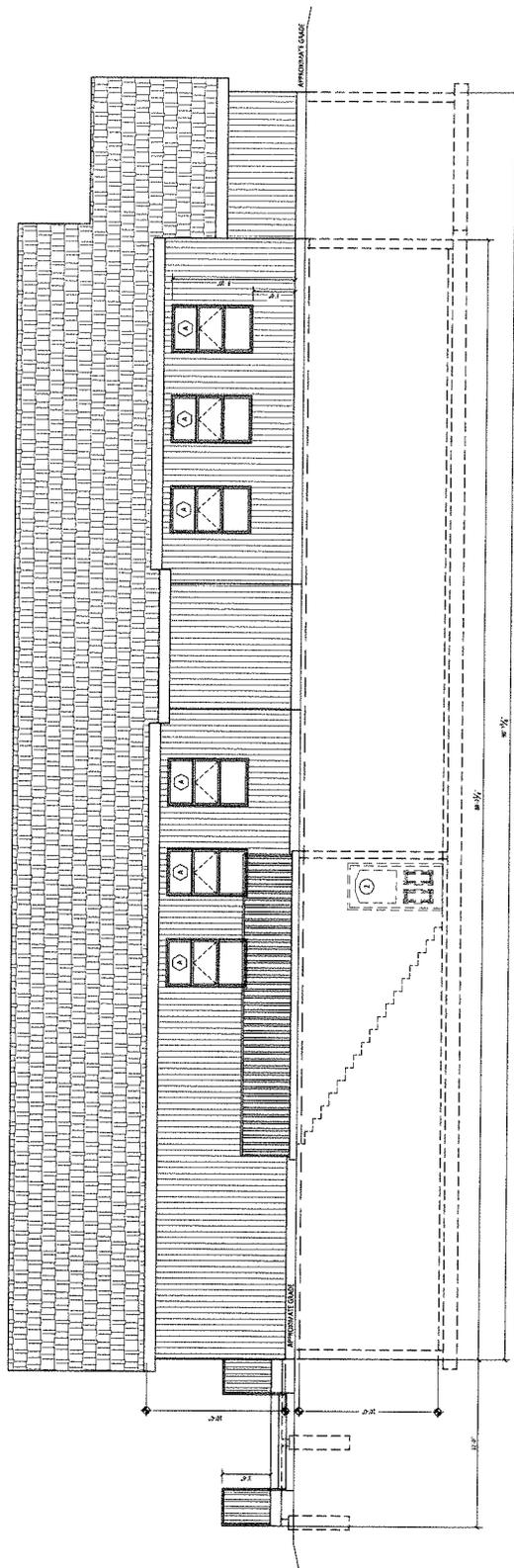
NO.	DATE	DESCRIPTION

SEAL

PLAN BY:
DRAWRITE
MONROE, NY 10950
TEL: 845.783.8176 FAX: 845.363.6770
E-MAIL: MAIL@DRAWRITE.COM
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HAVING JURISDICTION.



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

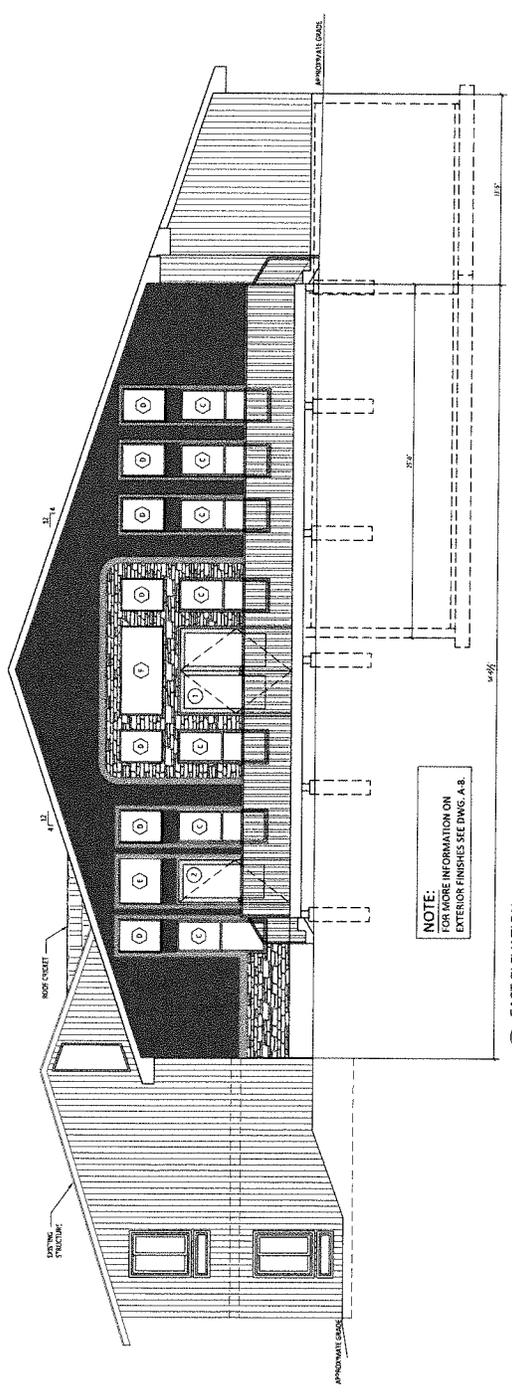
DATE	SCALE	AS NOTED	04/28/22
DRAWN BY	CHECKED BY	J.H.R.	
DWG. NO.	A-6		

JOB NAME / LOCATION:
43 TAMARACK LN, POMONA
NY, 10970

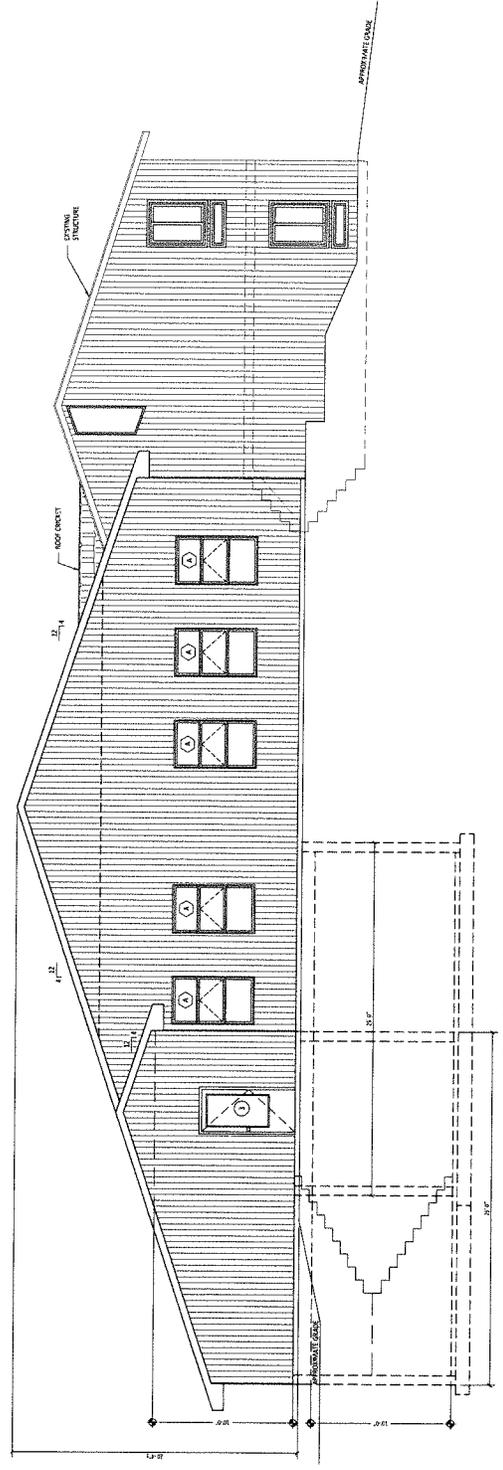
NO.	DATE	DESCRIPTION

PLAN BY:
DRAWRITE
MONROE, NY 10950
TEL: 845.783.8176 FAX: 845.363.6770
E-MAIL: MAIL@DRAWRITEINC.COM

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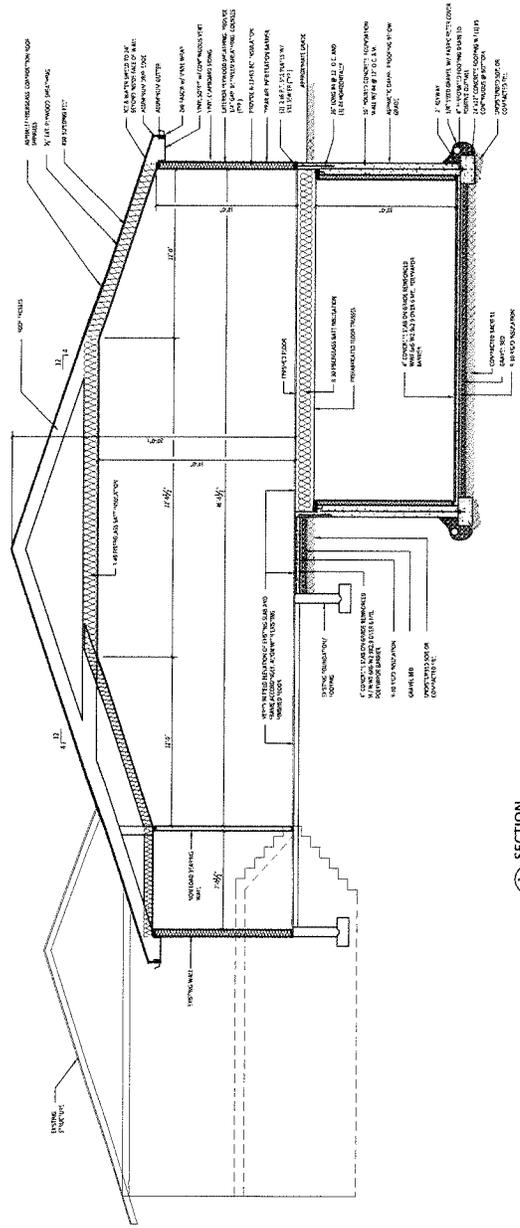


1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

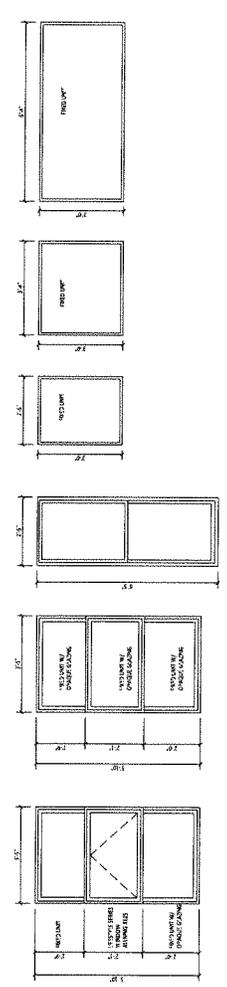


2 WEST ELEVATION
SCALE: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION



SECTION 2.1
 DETAIL: 20'-0" x 0'-0"



2 WINDOW ELEVATIONS

WINDOW AND EXTERIOR & BATED DOOR SCHEDULE										
NO.	MANUFACTURER	TYPE	SERIES	CATALOG NO.	FINISH	GLASS	CLEARANCE	SQ. FT.	U-VALUE	REMARKS
1	Pella	Double Hung	Custom	2977	See window elevation 2A.7	33 1/4"	31.7	6.3	0.3	EGRESS
2	Pella	Double Hung	Custom	2977	See window elevation 2A.7	33 1/4"	31.7	6.3	0.3	EGRESS
3	Pella	Double Hung	Custom	2977	See window elevation 2A.7	33 1/4"	31.7	6.3	0.3	EGRESS
4	Pella	Double Hung	Custom	2977	See window elevation 2A.7	33 1/4"	31.7	6.3	0.3	EGRESS
5	Pella	Double Hung	Custom	2977	See window elevation 2A.7	33 1/4"	31.7	6.3	0.3	EGRESS
6	Pella	Double Hung	Custom	2977	See window elevation 2A.7	33 1/4"	31.7	6.3	0.3	EGRESS
7	Pella	Double Hung	Custom	2977	See window elevation 2A.7	33 1/4"	31.7	6.3	0.3	EGRESS
8	Pella	Double Hung	Custom	2977	See window elevation 2A.7	33 1/4"	31.7	6.3	0.3	EGRESS
9	Pella	Double Hung	Custom	2977	See window elevation 2A.7	33 1/4"	31.7	6.3	0.3	EGRESS
10	Pella	Double Hung	Custom	2977	See window elevation 2A.7	33 1/4"	31.7	6.3	0.3	EGRESS

OWNER TO CHOOSE AND VERIFY STYLE AND COLOR WITH CONTRACTOR.
 CONTRACTOR TO VERIFY THE SPECIFICATION WITH LOCAL AGENCIES IF APPLICABLE.

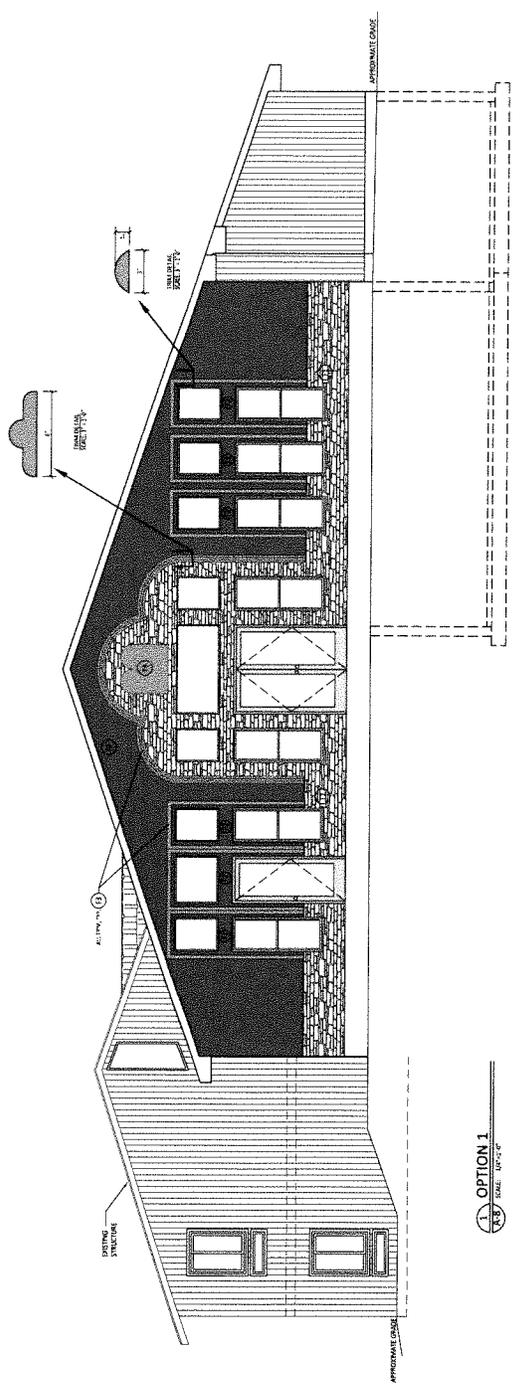
DATE	SCALE	AS NOTED	04/28/22
DRAWN BY	CHECKED BY	J.H.R.	
DWG. NO.	A-8		

JOB NAME / LOCATION:
43 TAMARACK LN., POMONA
NY, 10970

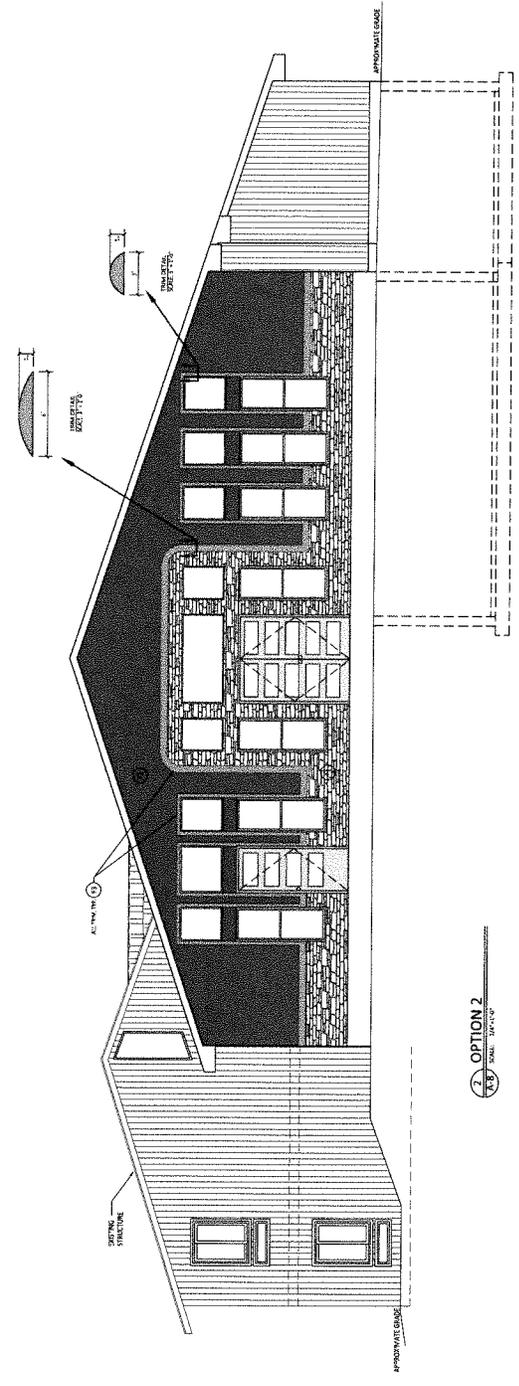
NO.	DATE	DESCRIPTION

PLAN BY:
DRAWRITE
MONROE, NY 10950
Tel: 845.783.8176 (7483) Fax: 845.363.6770
E-MAIL: MAIL@DRAWRITE.COM

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BY ARCHITECT OR
ENGINEER & APPROVED
BY ALL AGENCIES
HAVING JURISDICTION.



OPTION 1
SCALE: 1/8" = 1'-0"



OPTION 2
SCALE: 1/8" = 1'-0"

FINISH SCHEDULE			
FINISH NUMBER	MATERIAL	COLOR	MANUFACTURER
F1	BRICKSTONE	COLORADO BLENDED	COULBERT STONE
F2	STUCCO	STD 1000X-07	STD CORP.
F3	STUCCO	STD 1007-83	STD CORP.

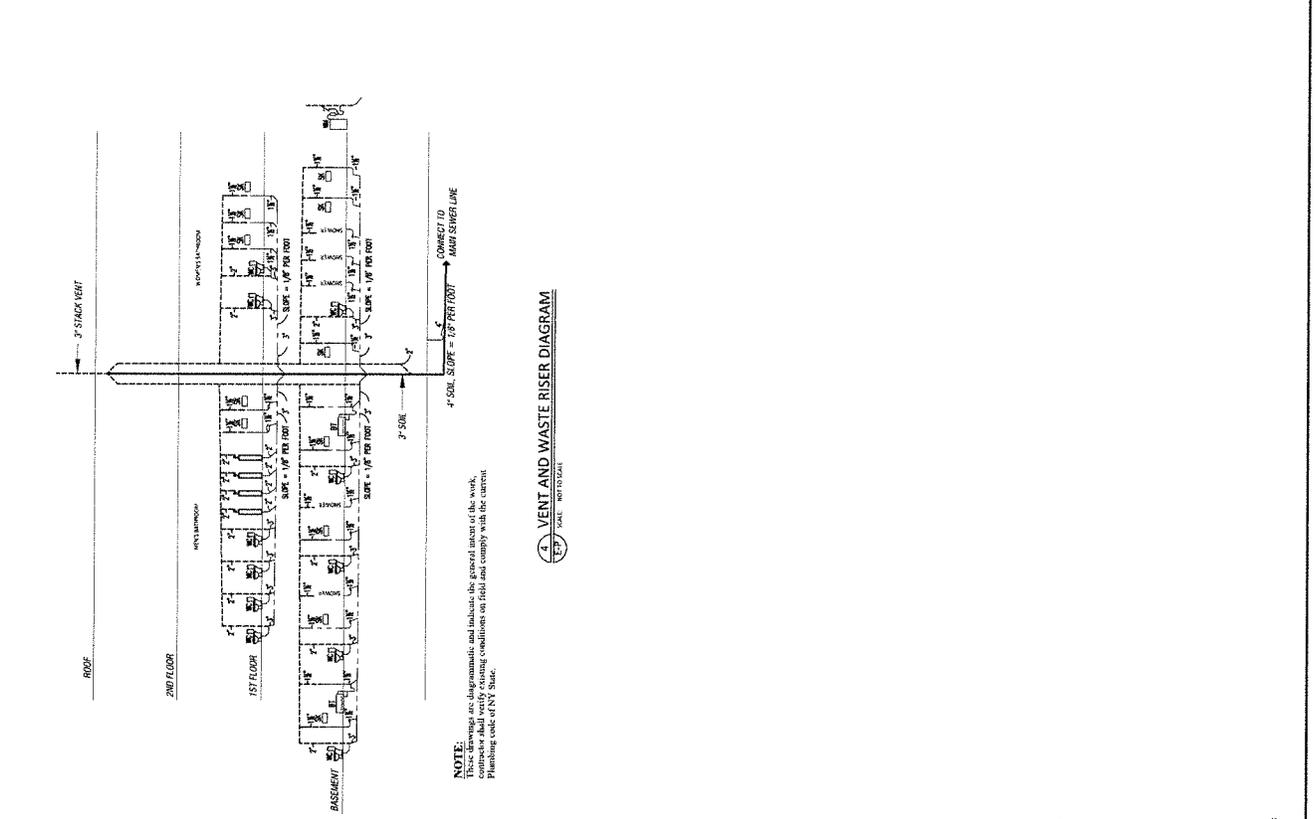
DATE	SCALE	CHECKED BY	DWG. NO.
04/28/2022	AS NOTED	J.H.R.	E-P
DRAWN BY			
N.D.			

JOB NAME / LOCATION:
 43 TAMARACK LN, POMONA
 NY, 10970

NO.	DATE	DESCRIPTION

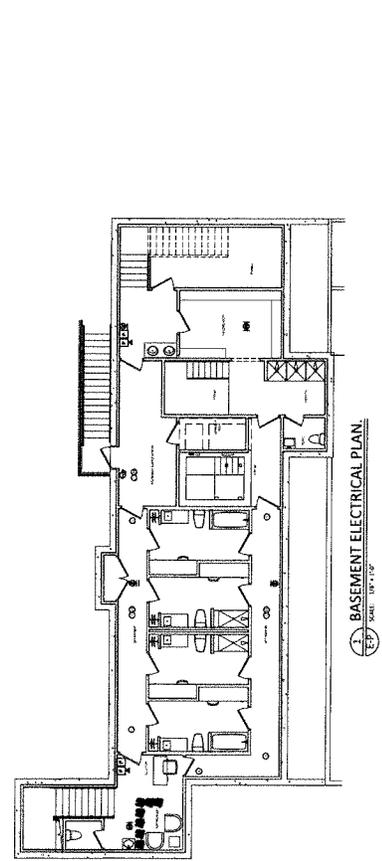
DRAWRITE
 MONROE, NY 10950
 E-MAIL: M.KAT@DRAWRITE.COM
 TEL: 845.783.8770 FAX: 845.363.8770

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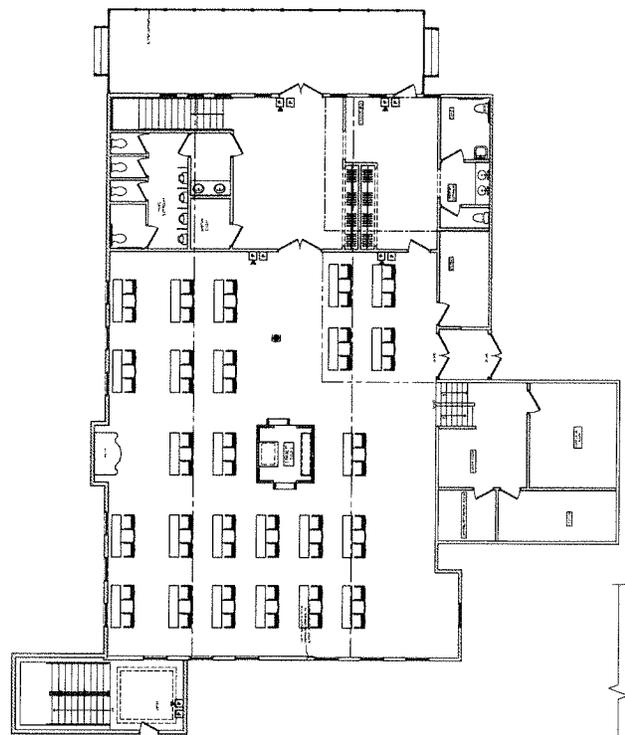


NOTE:
 These drawings are diagrammatic and indicate the general intent of the work.
 The contractor shall verify existing conditions on field and comply with the current
 Plumbing code of NY State.

4 VENT AND WASTE RISER DIAGRAM
 SCALE: NOT TO SCALE

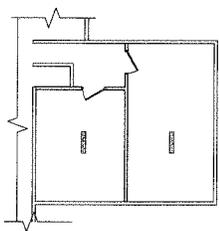


BASEMENT ELECTRICAL PLAN
 SCALE: 1/8\"/>



2 FIRST FLOOR ELECTRICAL PLAN
 SCALE: 1/8\"/>

- ELECTRICAL SYMBOLS LEGEND**
- 1. SINGLE PHASE OVERHEAD
 - 2. 3 PHASE OVERHEAD
 - 3. 3 PHASE UNDERGROUND
 - 4. 208V 3 PHASE UNDERGROUND
 - 5. 208V 3 PHASE UNDERGROUND WITH 4 WIRE
 - 6. 208V 3 PHASE UNDERGROUND WITH 4 WIRE AND GROUND
 - 7. 208V 3 PHASE UNDERGROUND WITH 4 WIRE AND GROUND WITH 120V SECONDARY
 - 8. 208V 3 PHASE UNDERGROUND WITH 4 WIRE AND GROUND WITH 120V SECONDARY AND 240V SECONDARY
 - 9. 208V 3 PHASE UNDERGROUND WITH 4 WIRE AND GROUND WITH 120V SECONDARY AND 240V SECONDARY WITH 120V SECONDARY
 - 10. 208V 3 PHASE UNDERGROUND WITH 4 WIRE AND GROUND WITH 120V SECONDARY AND 240V SECONDARY WITH 120V SECONDARY AND 240V SECONDARY
 - 11. 208V 3 PHASE UNDERGROUND WITH 4 WIRE AND GROUND WITH 120V SECONDARY AND 240V SECONDARY WITH 120V SECONDARY AND 240V SECONDARY
 - 12. 208V 3 PHASE UNDERGROUND WITH 4 WIRE AND GROUND WITH 120V SECONDARY AND 240V SECONDARY WITH 120V SECONDARY AND 240V SECONDARY
 - 13. 208V 3 PHASE UNDERGROUND WITH 4 WIRE AND GROUND WITH 120V SECONDARY AND 240V SECONDARY WITH 120V SECONDARY AND 240V SECONDARY
 - 14. 208V 3 PHASE UNDERGROUND WITH 4 WIRE AND GROUND WITH 120V SECONDARY AND 240V SECONDARY WITH 120V SECONDARY AND 240V SECONDARY



3 SECOND FLOOR ELECTRICAL PLAN
 SCALE: 1/8\"/>

CCA Administrator Agreement

This CCA Administrator Agreement (the “**Agreement**”) is entered into as of _____, 2022 (the “**Effective Date**”) by and between the Village of Pomona, a municipal corporation of the State of New York, having its principal offices at 100 Ladentown Road, Pomona, New York (“**Municipality**”) and Joule Assets Inc. with a business address of 2875 Route 35 (a/k/a “One Pepsi Way”), 6 South, Katonah, New York 10536 (“**Joule**”) (Municipality and Joule are referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Joule is in the business of, among other things, providing consulting and program administration services for Community Choice Aggregation (“**CCA**”) Programs for municipalities and the residents and business located therein; and

WHEREAS, the New York State Public Service Commission has authorized municipalities to participate in CCA pursuant to the CCA Orders (as defined below); and

WHEREAS, effective March 16, 2018, the PSC issued an “Order Approving Joule Assets’ Community Choice Aggregation Program with Modifications” in Case 14-M-0224 authorizing Joule, as CCA Administrator, to implement its Community Choice Aggregation Program with opt-out Community Distributed Generation (“**CDG**”); and

WHEREAS, the Municipality is exploring whether a CCA Program is appropriate for the Municipality and its residents and businesses and has passed enabling legislation or intends to pass enabling legislation; and

WHEREAS, Municipality desires to engage Joule in role as CCA Administrator and Joule desires to provide CCA Administrator Services to Municipality in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Capitalized terms that are used but not defined elsewhere this Agreement, shall have the meanings ascribed below:

(a) “**Applicable Law**” means the CCA Orders, and all statutes, ordinances, laws, rules and regulations that are related or applicable to the CCA Program, this Agreement, or the Parties to this Agreement.

(b) “**CCA**” means community choice aggregation as defined in the CCA Orders.

(c) “**CCA Administrator**” means the third-party duly authorized to administer the CCA Program including without limitation program organization, administration, procurement, communications, and for meeting all requirements for program implementation specified in the

CCA Orders, unless otherwise specified.

(d) “**CCA Enabling Legislation**” means a local law adopted by Municipality according to Municipal Home Rule Law and in compliance with the CCA Orders that authorizes Municipality to implement a CCA Program.

(e) “**CCA Orders**” mean 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.

(f) “**CCA Program**” means the framework that Municipality uses to aggregate eligible customers located within the Municipality to provide access to default Energy Offerings on an opt-out basis and other Energy Offerings on an opt-in basis, as permitted or authorized by the CCA Orders.

(g) “**Compliant Bid**” means a bid for Energy Offering(s), submitted in compliance with the requirements set forth by the Parties in a solicitation, the terms of which are agreed upon by Municipality and Joule.

(h) “**Default Customer**” means a customer of electricity and/or natural gas services eligible to participate on an opt-out basis in the CCA Program or a customer who subsequently becomes eligible to participate in the CCA Program.

(i) To the extent permitted by the CCA Orders, the Municipality may further limit Default Customers to specific geographic areas, specific service classes or otherwise defined segments of the Municipal population.

(j) For the avoidance of doubt, a Default Customer must reside or be otherwise located within the geographic boundaries of the Municipality, as such boundaries exist as of the effective date of the applicable Energy Contract.

(k) “**DER Provider**” means a provider of products and/or services related to Distributed Energy Resources.

(l) “**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.

(m) “**Distribution Utility**” means the owner or controller of the means of distribution of electricity or natural gas in the Municipality. The Distribution Utility also serves as the default supplier of electricity or natural gas preceding the establishment of a CCA Program.

(n) “**Effective Date**” shall have the meaning set forth in the preamble to this Agreement.

(o) “**Energy Contract**” means an agreement to provide an Energy Offering to Participating Customers as entered into by and between the Energy Supplier, Municipality and/or Joule.

(p) “**Energy Offering**” means any product or service authorized by the CCA Orders to be part

of a CCA Program or otherwise permitted to be offered by Joule, including without limitation electricity or natural gas supply; community distributed generation, demand response or load management; energy efficiency; other DERs; and financing in connection therewith.

(q) “**Energy Supplier**” means an ESCO, DER Provider, or a provider of other energy products or services.

(r) “**ESCO**” 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.

(s) “**Municipality**” means the municipality set forth in the preamble to this Agreement.

(t) “**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.

(u) “**Public Service Commission**” or “**PSC**” means the New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission.

Article 2. APPOINTMENT OF JOULE AS CCA ADMINISTRATOR

2.1 Municipality hereby appoints Joule, and Joule agrees to serve, as CCA Administrator in connection with the Municipality’s CCA Program for the term of this Agreement as permitted by, and in accordance with, the terms and provision of this Agreement, the CCA Orders and other Applicable Law. Municipality shall not hire another CCA Administrator for the term of the Agreement.

Article 3. RESPONSIBILITIES OF THE PARTICIPATING MUNICIPALITY

3.1 Municipality agrees to investigate with Joule the benefits and desirability of implementing a CCA Program.

3.2 Municipality has enacted CCA Enabling Legislation.

3.3 Municipality shall, with Joule’s support, promote and advocate for the CCA Program and educate the public, including without limitation:

- (a) Supporting the scheduling and facilitation of public meetings to disseminate educational information; and
- (b) Allowing use of municipal logo or seal and letterhead for CCA Program promotion; and
- (c) Supporting the promotion of the CCA Program through use of municipal website, social media, municipal newsletter and other municipal communication tools and press outlets.

3.4 Municipality shall, in collaboration with Joule, support CCA Program implementation, including without limitation:

- (a) Participating in the solicitation, review, selection and award of a Compliant Bid to one or more Energy Supplier(s); and

- (b) If requested by Joule, approving a municipal resolution in advance of any solicitation approving the terms and conditions of an Energy Contract relating to such solicitation, subject to the approval of such Energy Contract by the Municipality and its legal counsel; and
- (c) Executing one or more approved Energy Contract(s) with one or more Energy Supplier(s); and
- (d) Reviewing and approving of opt-out letter; and
- (e) Directing CCA Program questions to Joule.

3.5 Municipality shall comply with all Applicable Laws.

3.6 Nothing in this Agreement shall obligate Municipality to enter into any Energy Contract.

3.7 If the Municipality determines that the bid(s) received are not satisfactory and in the best interests of its residents, Municipality reserves the right, pursuant to the provisions of New York State General Municipal Law § 103 and decisional law interpreting such provision to reject any such bid received, regardless of whether such bids are Compliant. A statement to this effect shall be included in the bid documents.

ARTICLE 4. RESPONSIBILITIES OF JOULE

4.1 As CCA Administrator, Joule shall be responsible for CCA Program organization, administration, procurement, communications, and implementation described in the CCA Orders, and as described herein.

4.2 Joule shall perform outreach and education activities on behalf of the Municipality for the CCA Program, including without limitation:

- (a) Provide Municipality with information concerning the benefits and desirability of implementing a CCA Program at public meetings, work sessions, phone calls and otherwise; and
- (b) Provide public outreach and education for the CCA Program for a minimum of the duration and breadth required by the PSC.

4.3 Joule shall implement the CCA Program on behalf of the Municipality, including without limitation;

- (a) Prepare, or have prepared, a CCA Program implementation plan and a data protection plan in accordance with the CCA Orders; and
- (b) Provide to the PSC, requested information and documentation of the actions undertaken by the Municipality in connection with the CCA Program and receive required regulatory approvals from the PSC; and
- (c) Manage the procurement process, including without limitation, preparing bid specifications, procuring competitive bids, reviewing responses and negotiating Energy Contract(s) with selected Energy Supplier(s) that are most advantageous to the CCA

Program and Municipality and subject to the provisions of the General Municipal Law; and

- (d) Secure the release of data from the Distribution Utility and manage data in compliance with all national, state and local laws, regulations and other government standards including a data security agreement executed with the Distribution Utility; and
- (e) Prepare opt-out letter and manage printing and mailing of letter to eligible customers; and
- (f) Manage the opt-out process including staffing of a call center to respond to questions or requests to opt-out; and
- (g) Conduct public outreach and education, on at least an annual basis, for the purpose of maintaining public support and awareness for the CCA Program; and
- (h) Provide reports to Municipality and PSC as required by the CCA Orders; and
- (i) Support communications between the Distribution Utility, Energy Supplier(s) and DPS, as required to enable a successful CCA Program.

4.4 Joule shall comply with all Applicable Laws.

ARTICLE 5. PROGRAM ADMINISTRATION FEE

5.1 As consideration for providing services as CCA Administrator, Joule shall be paid by the Energy Supplier(s) a fee or commission. Such fee or commission shall either be described in the applicable solicitation or shall be approved in writing by the Parties.

5.2 In no event shall Municipality be required to make any payment to Joule for Joule's CCA Program Administration or other services, or for any expenses in relation to the CCA Program, except as otherwise agreed in writing by the Municipality.

ARTICLE 6. TERM AND TERMINATION

6.1 Term. This Agreement shall commence on the Effective Date and shall have a term of eighteen (18) months; this Agreement shall auto renew for an additional eighteen (18) months, unless terminated in writing 30 days prior to the initial termination date; provided, however, if one or more Energy Contract(s) is executed by the Municipality during the term (including during any renewal or extended term), the term of this Agreement shall extend until the expiration or termination of any such Energy Contract that is last in effect.

6.2 Termination for Cause. This Agreement may be terminated for cause by either Party (the "**Non-breaching Party**") upon a material breach of the other Party (the "**Breaching Party**") if such Breaching Party has failed to cure such material breach within thirty (30) days of receiving written notice of such breach from the Non-breaching Party.

Article 7. INSURANCE AND INDEMNIFICATION

7.1 Upon execution of an Energy Contract and for the balance of the term of this Agreement,

Joule shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than one million dollars (\$1,000,000.00) per claim/annual aggregate for claims arising out of the performance of professional services and caused by negligent acts or omissions, with a deductible not to exceed \$50,000 unless otherwise approved by the Municipality.

7.2 In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, Joule shall indemnify, defend and hold harmless the Municipality and the Municipality's elected officials, officers, and employees, agents, representatives and independent contractors (the "**Municipal Indemnified Parties**"), from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the Municipal Indemnified Parties to the extent arising directly from or in connection with a claim by a third-party (i.e., a person other than the Municipal Indemnified Parties) arising out of (i) any material breach of this Agreement by Joule (including its obligations, covenants, representations or warranties); or (ii) any material action or omission taken or made by Joule in connection with Joule's performance of this Agreement; which material breach, material action or omission is found in a final judgment by a court of competent jurisdiction or by arbitration to constitute Joule's material breach, negligence or willful misconduct, and excepting from both (i) and (ii) claims resulting from the actions (or omissions where there is a duty to act) of the Municipality or its respective elected officials, officers, employees, agents, representatives or independent contractors.

ARTICLE 8. CONFIDENTIAL INFORMATION.

8.1 During the term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 8.1 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party as demonstrated by written records; (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information as demonstrated by written records; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (the "**Order**"), provided that in such event the Receiving Party shall give the Disclosing Party prompt written notice of the Order and shall reasonably cooperate with the Disclosing Party prior to disclosure to provide the Disclosing Party with the opportunity, at Disclosing Party's expense, to interpose any and all objections it may have to disclosure of the information required by the Order, or to otherwise limit any disclosure required by the Order to the maximum extent permitted by law and all information disclosed shall otherwise remain Confidential Information until another exception exists described in

this Section 8.1. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any third party, except to the Receiving Party's representatives, or approved subcontractors, who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, and who are under confidentiality obligations at least as protective as this Agreement. The Receiving Party shall be responsible for any breach of this Section 8.1 caused by any of its officers, employees, authorized agents, representatives or subcontractors. In the event that a request is known to have been made by anyone seeking a court order disclosing any Confidential Information, the Receiving Party will provide (if permitted by the court order) the Disclosing Party with at least fifteen (15) days' notice identifying the information sought to be disclosed, the name, address and telephone number of the third party seeking disclosure, the reason for the requested disclosure, the case style, case number and court having jurisdiction over the action, if any, in which disclosure is sought, and will provide copies of the request for disclosure.

8.2 The Parties agree that any Confidential Information disclosed by Disclosing Party shall only be disclosed to those officials, employees, representatives, and agents of the Receiving Party that have a need to know in order to administer the Agreement.

8.3 Compliance by the Municipality with the New York State Freedom of Information Law ("NY FOIL") shall not be a violation of this Article and Municipality shall have no duty to litigate or defend any action against it under the NY FOIL; provided, however, Municipality shall provide notice to Joule as set forth in paragraph 8.1 above of any such compliance prior to disclosure which results in the disclosure of information otherwise prohibited by this Agreement.

8.4 The obligations under this Article 8 shall survive the termination or expiration of this Agreement for two (2) years.

ARTICLE 9. MISCELLANEOUS

9.1 The Parties acknowledge and agree that Joule is an independent contractor and is not an employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Joule and Municipality of a partnership, association, or joint venture.

9.2 Neither Party may assign this Agreement without obtaining the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

9.3 All notices concerning breach or termination of this Agreement (each, a "**Breach or Termination Notice**") shall be in writing and addressed to the Parties at the applicable Address for Notices set forth on the signature page of this Agreement (or to such other address that may be designated by a receiving Party from time to time in accordance with this Section). All Breach or Termination Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission by recipient) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Breach or Termination Notice is effective only (a) upon receipt by the

receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section. Joule shall provide copies of all Notices to the members of the Village Board of Trustees whose email addresses shall be provided to Joule.

9.4 This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the Parties.

9.5 Joule acknowledges and understands that Municipality cannot enter into a contract or into any amendment to a contract with any party without the authorization of the Village Board of Trustees, by resolution, duly adopted and approved by majority of the whole number of the Board of Trustees under the provisions of the New York State Village Law.

9.6 Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the Parties, or of any of the Parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of New York without regard to conflict of laws principles, in any court of competent jurisdiction in the County of Rockland.

9.7 If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

9.8 Section headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

9.9 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

This Agreement shall not be effective or binding upon either party unless and until Municipality's Village Board of Trustees has duly adopted a Resolution authorizing the Mayor, or Deputy Mayor in the Mayor's absence, to execute this Agreement, which resolution shall be attached hereto as Exhibit A.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the applicable laws of the municipality and the laws, rules and regulations of the State of New York as of the date and year first above written.

Joule Assets Inc. _____

By: _____
Name: Jessica Stromback
Title: Chief Executive Officer

By: _____
Name:
Title:

Address for Notices:

Stephen Filler, General Counsel
10 Bank Street, Suite 560
White Plains, New York 10606
c/o United Corporate Services
sfiller@jouleassets.com

Address for Notices:

Village of Pomona
100 Ladentown Road
Pomona, New York
Email: chakeira.locust@pomonavillage.com
Attention: Village Clerk

With a copy to:

Joule Assets, Inc.
2875 Route 35 (a/k/a "One Pepsi Way")
6 South, Katonah, New York 10536
Email: jstromback@jouleassets.com
Attention: Jessica Stromback

With a copy to:

Feerick Nugent MacCartney, PLLC
96 South Broadway
Nyack, New York 10960
Attention: Brian D. Nugent

Members of the Board of Trustees:

Name: _____
Address: _____

Email: _____

Name: _____
Address: _____

Email: _____

Name: _____

Address: _____

Email: _____

Name: _____

Address: _____

Email: _____

Name: _____

Address: _____

Email: _____