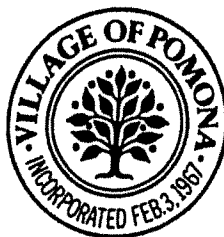


VILLAGE OF POMONA
100 Ladentown Road
Pomona, NY 10970



Tel: 845-354-0545
Fax: 845-354-0604
e-mail: info@pomonavillage.com
www.pomonavillage.com

VILLAGE OF POMONA
BOARD OF TRUSTEES MEETING/ PUBLIC HEARING
FEBRUARY 27, 2023
8:00 PM

AGENDA

Salute to the flag

Open Period

Public Hearing

- a. Proposed local law regarding videoconferencing**
- b. Proposed local law regarding first responders**

Approval of Audited Claims

Cultural Center Report

New Business

- a. Approval of 2023 Sewer Agreement**
- b. Approval of Highway Contract**
- c. Village Policy Procurement Discussion**
- d. New York State Retirement System Discussion**

Building & Maintenance

- a. Approval of Christopher Meredith Landscaping Contract**

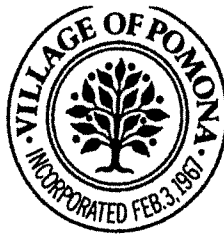
Old Business

Trustees Period

Office

Legal

Executive Session



VILLAGE OF POMONA

100 Ladentown Road
Pomona, NY 10970
Tel (845) 354-0545
Fax (845) 354-0604
www.pomonavillage.com

Trustee _____ moved the resolution that the payment of General Funds Claims totaling **\$143,244.77** set forth on **page 8** in the **Monthly Abstract Listing** dated **January 24, 2023** through **February 27, 2023** as submitted is hereby approved subject to individual audits by the Board of Trustees.

The Payroll(s) of **January 27, 2023, February 10, 2023, and February 24, 2023** as set forth in the payroll in the amount(s) of **\$10,257.56, \$10,213.52, and \$10,125.20** respectively, are hereby submitted for approval, subject to the individual audits by the Board of Trustees.

Seconded by _____

Motion carried _____

Vote _____

POMONA CULTURAL CENTER Board Meeting – February 27, 2023

The **Winter 2023 Exhibition** opened Sunday, February 5, 2023, with an opening reception Sunday, February 12, 2023, from 3:00 – 6:00 pm. Featured artists included Peter Artin, Brett De Palma, and Lynn Stein. A live music performance featured the Riverside Duo with Heather Vogel, violin, and Elizabeth Nilsen-Baumwoll, violin. The event was open for live attendance, as well as live streaming via YouTube. Everyone enjoyed the evening.

The March Thaw Concert 2023 is scheduled for Saturday, March 18, 2023, at 7:30 P.M. The performance features JoeHam & the Hamit Up Juke Box Band. It will be an evening of R&B soul with a touch of jazz and blues. The event will be open for live attendance and will be streamed live via UOhnit.com. Light refreshments will be served.

The **Spring Exhibition** is scheduled to open Sunday, April 9, 2023 with the opening reception the following Sunday, April 16th from 5 – 8 PM. Proposed budget for the event is \$850, \$400 for the entertainment and \$450 for hospitality. The hospitality budget will be reduced to \$250 due to some attendance being in person and some being remote. Total budget for approval for the event is \$650.

Maintenance –

One of the sockets for the outdoor sign light has been broken for over two years. Also, two of the outdoor lights on the building, higher than the gutters, are burned out and need to be replaced.

VILLAGE OF POMONA

LOCAL LAW NO. 2 OF 2023

**A LOCAL LAW AUTHORIZING THE USE OF VIDEOCONFERENCING
FOR MUNICIPAL MEETINGS**

BE IT ENACTED by the Village Board of the Village of Pomona, County of Rockland New York ("Village Board") as follows:

Section 1. Legislative Intent.

It is the intent of this Local Law to permit the Village to utilize videoconferencing to conduct its meetings pursuant to the requirements promulgated by amendments to the Public Officers Law of the State of New York. Following the COVID-19 global pandemic, the Village Board seeks to ensure the ability to use videoconferencing to conduct meetings as necessary to facilitate the greatest access to local meetings as defined by said law.

Section 2. Authority.

This Local Law is adopted pursuant to the provisions of Article 7 of the New York State Public Officers Law which expressly authorizes towns and villages, in their discretion, to use videoconferencing to conduct its meetings pursuant to the requirements of the Public Officers Law and the provisions thereof.

Section 3. Authorization

Add "Chapter 18, Article I" to the Village Code entitled "**Meeting Procedures.**"

Article I – Authorization of Videoconferencing. The Village Board and any other board, commission or body in the Village of Pomona that is subject to the provisions of Article 7 of the New York State Public Officers Law is hereby authorized, in its discretion, use of videoconferencing to conduct meetings in accordance with the requirements of Article 7 of the Public Officers Law and in compliance with the written procedures adopted by the Village Board.

The Village Board shall, by Resolution, adopt and modify, as necessary, written procedures governing member and public attendance in accordance with Article 7 of the Public Officers Law. The Village Board may amend such written procedures from time to time, by Resolution, as deemed necessary.

Section 4. Severability.

If a court of competent jurisdiction determines that any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person,

individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. State Environmental Quality Review Act.

Pursuant to 6 NYCRR 617.5 (26) and (33) this Local Law is classified as a Type II action which requires no further review under the State Environmental Quality Review Act.

Section 6. Code Preparation.

The Village 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 7. Effective Date.

This Local Law shall be effective immediately upon filing with the Secretary of State.

VILLAGE OF POMONA

Videoconferencing Policies and Procedures

Legislative Intent: After due consideration of the amendments made to the New York State Open Meetings Law regarding videoconferencing and the requirements set forth therein, the Village desires to conduct such meetings in person to the extent practicable. However, in the event that circumstances require meetings to include participation of Board Members via videoconferencing, these meeting procedures shall apply. Accordingly, the Village Board has developed the following procedures and policies to be conspicuously posted on the public website of the Village and made available to any person requesting same.

1. Members of the Board shall be physically present at meetings, unless such member is unable to be physically present at any such meeting location due to extraordinary circumstances. "Extraordinary circumstances" shall include, but are not limited to disability, illness, care giving responsibilities, travel outside of the Village during the time of a meeting or any other significant or unexpected factor or event which precludes the member's physical attendance at such meeting.
2. Members of the Board shall provide notice of their inability to attend a meeting to the Clerk at least twenty-four hours prior to the meeting or as soon as reasonably practicable, if circumstances prevent such twenty-four (24) notice.
3. The Village Board or the majority of other Boards of the Village shall retain discretion to determine permitted extraordinary circumstances for the respective Public Body consistent with applicable law.
4. Board members attending a meeting at a location that does *not* allow for in-person physical attendance by the public as set forth in (A) above, will *not* count towards a quorum. Only members present at a physical location or locations which allows for in-person attendance by the public shall count towards a quorum in accordance with the aforementioned amendments to the New York State Open Meetings Law.
5. Any members of the public attending a meeting utilizing videoconferencing must be able to hear, see and identify any member of the public body who is attending remotely while the meeting is being conducted.
6. If videoconferencing will be used to conduct a meeting, the public notice of the meeting shall inform the public where they can view and/or participate in such meeting, where required documents and records will be posted or available, and identify the physical location for the meeting where the public can attend. The notice shall indicate if the public can participate and/or comment via videoconference.
7. Meetings conducted using videoconferencing shall be recorded and those recordings shall be posted or linked within five (5) business days of the meeting and maintained for five (5) years thereafter. Recordings shall be transcribed upon request.

VILLAGE OF POMONA

Videoconferencing Policies and Procedures

8. With the exception of Executive Sessions, in those meetings where videoconferencing is used, the public shall be able to view the meeting via video and participate in the proceedings via videoconference in real time where such public participation is authorized.

9. Meetings using videoconferencing shall use technology to permit access by members of the public with disabilities consistent with the 1990 Americans with Disabilities Act.

10. The in-person participation requirements of this resolution shall not apply during a state disaster emergency declared by the governor or a local state of emergency as declared by the chief executive of the county, or Village Mayor of the local municipality if it is determined that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in-person meeting. In such cases, the provisions requiring physical attendance of a quorum of a board may be suspended and all Board Members may be authorized to participate remotely without a physically accessible location or other appropriate restrictions may be imposed by the Mayor and/or the Board of Trustees to ensure the public health, safety and welfare.

BE IT RESOLVED that the Village Board hereby sets a public hearing for February 27, 2023 to consider a local law granting exemptions to volunteer firefighters and ambulance workers pursuant to Real Property Tax Law § 466-a.

VILLAGE OF POMONA

LOCAL LAW NO. ³~~2~~ OF 2023
AMENDING CHAPTER 120 (TAXATION) OF THE VILLAGE CODE
OF THE VILLAGE OF POMONA, NEW YORK

A LOCAL LAW to amend Chapter 120 (Taxation) by repealing and replacing Article III (Exemption for Members of Volunteer Fire Companies or Volunteer Ambulance Services) of the Village Code of the Village of Pomona, Rockland County, New York pursuant to Section 466-a of the Real Property Tax Law of the State of New York.

BE IT ENACTED by the Village Board of the Village of Pomona, Rockland County, New York ("Village Board") as follows:

Section 1. Purpose and Intent

The purpose of this Local Law is to repeal and replace Article III of Chapter 120 of the Village Code to authorize an exemption of up to 10% of the assessed valuation of the primary residence of volunteer firefighters and/or volunteer ambulance workers in accordance with Section 466-a of the New York State Real Property Tax Law. While the Village Code already provides for similar exemption, the Village must adopt a local law that conforms to the provisions of newly enacted Section 466-a of the New York State Real Property Tax Law in order to continue such an exemption as amended.

Section 2. Authority

This Local Law is enacted pursuant to the provisions of Municipal Home Rule Law § 10 and 466-a of the Real Property Tax Law of the State of New York.

Section 3. Amendment

Chapter 120, Article III is hereby repealed, and replaced as follows:

§ 120-21 **Statutory authority.**

The Real Property Tax Law has been amended by the addition of a new § 466-a which permits a Village to grant a partial tax exemption on real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse. Said partial exemption can be up to 10% of the assessed value of such property for all Village purposes.

§ 120-22 **Grant of exemption.**

An exemption of 10% of assessed value of property owned by an enrolled member as set forth below, or such enrolled member and their spouse, is hereby granted from taxation

with respect to the real property taxes of the Village of Pomona so long as eligibility requirements as set forth below are met.

§ 120-23 **Eligibility.**

A. Such exemption shall be granted to an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service provided that:

- (1) The property is owned by the volunteer firefighter or volunteer ambulance worker;
- (2) The property is the primary residence of the volunteer firefighter or volunteer ambulance worker;
- (3) The property is used exclusively for residential purposes;
- (4) The volunteer firefighter or volunteer ambulance worker resides in the Village of Pomona and the Village of Pomona is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;
- (5) The volunteer firefighter or volunteer ambulance worker is certified by the authority having jurisdiction as an enrolled member of such an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service; and
- (6) The volunteer firefighter or volunteer ambulance worker meets the minimum service requirement established by the Village of Pomona, which is hereby established as two years.

§ 120-24 **Grants of lifetime exemption.**

Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than twenty (20) years of active volunteer service and who is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten-percent exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within the Village.

§ 120-25 **Un-remarried spouse of enrolled member killed in line of duty.**

The un-remarried surviving spouse of a deceased enrolled member killed in the line of duty, as certified by the authority having jurisdiction, is qualified to continue to receive an exemption, as long as the deceased volunteer had been an enrolled member for at least five years and had been receiving the exemption at the time of his or her death.

§ 120-26 **Un-remarried spouse of deceased enrolled member.**

The un-remarried surviving spouse of a deceased enrolled member, as certified by the authority having jurisdiction, is qualified to continue to receive an exemption, as long as the deceased volunteer had been an enrolled member for at least 20 years and the deceased volunteer and un-remarried spouse had been receiving the exemption at the time of his or her death.

§ 120-27 **Application.**

A volunteer firefighter or volunteer ambulance worker must annually, or on before the applicable taxable status date, file an application for such property tax exemption with the assessor responsible for preparing the assessment roll for the Village of Pomona, on a form as prescribed by the New York Commissioner of Taxation and Finance. The Village of Pomona must maintain guidelines, available upon request, as to the requirements of an enrolled volunteer member relating to this exemption.

§ 120-28 **Certification.**

Any resident seeking such exemption, in addition to applying must cause the Volunteer Fire Company or Ambulance Service to annually file with the assessor, prior to the applicable taxable status date, a list of the active volunteer members who are certified to meet the minimum service requirement. Such list must provide, as of the applicable taxable status date, the number of years of service served by each such enrolled member and such enrolled member's address of residence.

§ 120-29 **No diminution of benefits.**

An applicant who is receiving any benefit pursuant to Article 4 of the Real Property Tax Law as of the effective date of this article shall not have any of those benefits diminished because of this article.

Section 4. Repeal, Amendment, and Supersession of Other Laws

All other Resolutions, Ordinances or Local Laws of the Village of Pomona, which conflict with the provisions of this Local Law are hereby superseded or repealed to the extent necessary to give this Local Law full force and effect.

Section 5. 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 6. Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Local Law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this Local Law.

Section 7. 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 8. Effective Date

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the New York Municipal Home Rule Law.



Office of Town Attorney
Town of Ramapo
237 Route 59
Suffern New York 10901
(845) 357-5100
Fax: (845) 357-2936

February 3, 2023

Honorable Ian Banks
Village of Pomona
100 Ladentown Road
Pomona, New York 10970

Re: 2023 Sewer Service Agreement

Dear Mayor Banks:

Enclosed please find two (2) originals of the 2023 Sewer Service Agreement between the Town of Ramapo and the Village of Pomona.

Please sign and return both copies of the Agreements to this office. We will then forward them to the Supervisor for execution on behalf of the Town of Ramapo. Thereafter, we will return a signed original to you for your records.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alyssa M. Slater".

Alyssa M. Slater
First Assistant Town Attorney

Enc.

**2023 SEWER SERVICE AGREEMENT BETWEEN
THE TOWN OF RAMAPO AND THE VILLAGE OF POMONA**

WHEREAS, the Village of Pomona, a municipal corporation organized under the laws of the State of New York, with offices at 100 Ladentown Road, Pomona, New York 10970, has requested that the Town of Ramapo provide the Village with certain sewer maintenance services for calendar year 2023; and

WHEREAS, the Town of Ramapo, a municipal corporation organized under the laws of the State of New York, with offices at 237 Route 59, Suffern, New York 10901, has agreed to provide sewer maintenance services to the Village of Pomona for calendar year 2023 upon the terms and conditions as set forth in this agreement; and

WHEREAS, the Town Board of the Town of Ramapo and Village Board of the Village of Pomona have respectively passed Resolutions authorizing the terms of this agreement,

NOW, THEREFORE, the Town of Ramapo and Village of Pomona agree as follows:

FIRST: During calendar year 2023, the Town of Ramapo agrees to provide:

- Clearance of sewer blockages on an as-needed basis. Clearance of sewer blockages is limited to the Village sewer mains and any lateral located in a Village right-of-way. The Town is not responsible for any capital improvements to the Village's sewer mains and this Agreement extends only to the Village's sewer lines located in the Town of Ramapo and does not cover any Village sewer lines or portions of sewer lines located in the Town of Haverstraw.
- Flushing of problem areas on an as-needed basis.

SECOND: The 2023 tax bills for all Village of Pomona properties shall reflect maintenance service charges of \$61.894 per sewer unit for the above sewer maintenance services.

THIRD: The Village of Pomona agrees to remain responsible for any capital improvements required for Village sewer lines and agrees to continue to bear liability for any damages due to backups and blockages except for damages resulting from the Town's action or failure to act after notification of a backup or blockage.

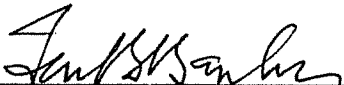
FOURTH: The Town shall name the Village of Pomona as an additional insured on its liability policy. The Town does hereby indemnify and hold harmless the Village for the negligence of the Town, its agents and employees, including the cost of any defense of the Village.

IN WITNESS WHEREOF, the parties have duly executed this agreement effective as of January 1, 2023.

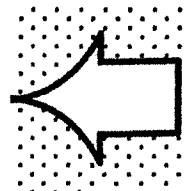
Town of Ramapo

By: Michael B. Specht
Town Supervisor

Village of Pomona



By: Ian Banks
Mayor



STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

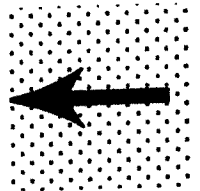
On this day of , 2023, before me personally came Michael B. Specht, to me known, who, being by me duly sworn, did depose and say that he resides at Suffern, New York; that he is the Supervisor of the Town of Ramapo, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town Board of the Town of Ramapo; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

On this day of , 2023, before me personally came IAN BANKS, to me known, who, being by me duly sworn, did depose and say that he resides at New York; that he is the Mayor of the Village of Pomona, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the Village of Pomona; and that he signed his name thereto by like order.

Notary Public



**2023 SEWER SERVICE AGREEMENT BETWEEN
THE TOWN OF RAMAPO AND THE VILLAGE OF POMONA**

WHEREAS, the Village of Pomona, a municipal corporation organized under the laws of the State of New York, with offices at 100 Ladentown Road, Pomona, New York 10970, has requested that the Town of Ramapo provide the Village with certain sewer maintenance services for calendar year 2023; and

WHEREAS, the Town of Ramapo, a municipal corporation organized under the laws of the State of New York, with offices at 237 Route 59, Suffern, New York 10901, has agreed to provide sewer maintenance services to the Village of Pomona for calendar year 2023 upon the terms and conditions as set forth in this agreement; and

WHEREAS, the Town Board of the Town of Ramapo and Village Board of the Village of Pomona have respectively passed Resolutions authorizing the terms of this agreement,

NOW, THEREFORE, the Town of Ramapo and Village of Pomona agree as follows:

FIRST: During calendar year 2023, the Town of Ramapo agrees to provide:

- Clearance of sewer blockages on an as-needed basis. Clearance of sewer blockages is limited to the Village sewer mains and any lateral located in a Village right-of-way. The Town is not responsible for any capital improvements to the Village's sewer mains and this Agreement extends only to the Village's sewer lines located in the Town of Ramapo and does not cover any Village sewer lines or portions of sewer lines located in the Town of Haverstraw.
- Flushing of problem areas on an as-needed basis.

SECOND: The 2023 tax bills for all Village of Pomona properties shall reflect maintenance service charges of \$61.894 per sewer unit for the above sewer maintenance services.

THIRD: The Village of Pomona agrees to remain responsible for any capital improvements required for Village sewer lines and agrees to continue to bear liability for any damages due to backups and blockages except for damages resulting from the Town's action or failure to act after notification of a backup or blockage.


FOURTH: The Town shall name the Village of Pomona as an additional insured on its liability policy. The Town does hereby indemnify and hold harmless the Village for the negligence of the Town, its agents and employees, including the cost of any defense of the Village.

IN WITNESS WHEREOF, the parties have duly executed this agreement effective as of January 1, 2023.

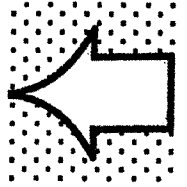
Town of Ramapo

By: Michael B. Specht
Town Supervisor

Village of Pomona



By: Ian Banks
Mayor



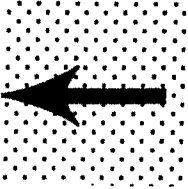
STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

On this day of , 2023, before me personally came Michael B. Specht, to me known, who, being by me duly sworn, did depose and say that he resides at Suffern, New York; that he is the Supervisor of the Town of Ramapo, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town Board of the Town of Ramapo; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

On this day of , 2023, before me personally came IAN BANKS, to me known, who, being by me duly sworn, did depose and say that he resides at New York; that he is the Mayor of the Village of Pomona, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the Village of Pomona; and that he signed his name thereto by like order.

_____ 
Notary Public



Office of Town Attorney
Town of Ramapo
237 Route 59
Suffern New York 10901
(845) 357-5100
Fax: (845) 357-2936

February 8, 2023

Mayor Ian Banks
Village of Pomona
100 Lidentown Road
Pomona, New York 10970


RE: 2023 VILLAGE HIGHWAY AGREEMENT

Dear Mayor Banks:

Enclosed for execution are two (2) originals of an Agreement for Highway services. Please have both originals executed and returned to me as soon as possible to avoid any interruption in highway maintenance services, together with the resolution of the Village authorizing such execution, which should be inserted as Exhibit "C".

Upon receipt of the requested documents, one fully executed original agreement will be returned to you.

Very truly yours,


Kassidi Wallfs
Paralegal Specialist I

/kw
Enc.

AGREEMENT

AGREEMENT made as of the 1st day of January, 2023 by and between the **TOWN OF RAMAPO**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 237 Route 59, Suffern, New York (hereinafter the "**TOWN**"), and **VILLAGE OF POMONA**, a Municipal Corporation, organized under the laws of the State of New York, with its principal office located at 100 Ladentown Road, Pomona, New York 10970 (hereinafter the "**VILLAGE**").

WITNESSETH:

WHEREAS, **TOWN** maintains a Highway Department which tends to its snow removal, road repairs and drainage repairs, and

WHEREAS, the **VILLAGE** does not have a Highway Department and is legally responsible to provide its own snow removal, road repairs and drainage repairs on its streets and roads, and

WHEREAS, in order to provide the most efficient service to their constituents, both governmental entities have determined, pursuant to Article 5-G of the General Municipal Law, the best interests of the public would be served through their entry into an inter-governmental agreement for the **TOWN** to provide to the **VILLAGE** snow removal, and certain highway and storm drain maintenance within the **VILLAGE** boundaries. as more particularly described in Exhibit "A" attached and made part of this agreement ("Highway Services");

NOW, THEREFORE, in consideration of the terms and conditions and covenants contained here, the **TOWN** and the **VILLAGE**, **AGREE AS FOLLOWS**:

FIRST: That each municipality has agreed to and approved this agreement. A copy of the resolutions of each respective governing body, approving the terms and conditions contained in this agreement, are annexed as Exhibits "C" and "D" to this agreement.

HIGHWAY SERVICES:

SECOND: the **TOWN** agrees that it will render to the **VILLAGE** snow removal and highway maintenance service to all dedicated streets within the **VILLAGE** (other than any streets maintained by the State of New York or County of Rockland), and maintenance service to the storm drainage system within the boundaries of the **VILLAGE**, for the period from January 1, 2023, through December 31, 2023, or until this Agreement is sooner terminated in the manner set forth below.

THIRD: **VILLAGE** agrees to timely pay, and **TOWN** agrees to accept for Highway Services the sums in Exhibit "B," **MONTHLY PAYMENT SCHEDULE**.

FOURTH: The TOWN agrees that it shall perform Highway Service's as may, in the joint opinion of the VILLAGE's Licensed Engineer and the TOWN Superintendent of Highways, be required in order to maintain roads, streets, highways and storm drains in a condition equal to that maintained in the unincorporated area of the TOWN. It is the intention of the parties hereto that the VILLAGE shall receive such services for the purposes of this Agreement as though it were part of the unincorporated area of the TOWN, which in no case shall be less than a safe and useable condition.

FIFTH: It is understood and agreed that this Agreement is limited to ordinary and necessary repairs and maintenance only. Such repairs and/or maintenance includes the items of work set forth in Exhibit "A", attached hereto and made a part hereof, and any other projects that are agreed to in writing by the VILLAGE's Licensed Engineer and the TOWN Superintendent of Highways. It is further understood and agreed that this Agreement does not pertain to maintenance of, nor snow removal from, sidewalks. Nothing contained herein, however, shall be deemed to obligate the TOWN to make any capital improvements.

SIXTH: On or before March 31, 2023, the TOWN'S Highway Department will provide the VILLAGE with a list setting forth all streets, highways, roads and/or drainage systems which, in the department's opinion, require immediate capital improvements and/or reconstruction and are below the standards for maintenance in the unincorporated area of the TOWN. Said list will include the TOWN'S cost estimate for performing all such improvements and/or reconstruction in the VILLAGE. Capital Improvements shall be defined as improvements which are necessary to maintain a road in a safe and useable condition beyond temporary repairs.

If in the joint opinion of the VILLAGE'S Licensed Engineer, and the TOWN Superintendent of Highways, said roads, streets, highways, and/or drainage systems cannot be properly maintained but require capital improvements or reconstruction by the VILLAGE, and after the VILLAGE, following notification of such joint opinion, has had reasonable opportunity to make such capital improvements but has failed to do so, the TOWN shall not be required to maintain or repair that affected portion and shall be released from all obligations and liability therefor. In the event of such release of the TOWN, the amount of future payments by the VILLAGE pursuant to this agreement shall be reduced proportionately. In addition, the VILLAGE agrees that it will assume liability for damages or claims made by third parties and/or indemnify the TOWN for all costs and fees resulting from the VILLAGE'S failure to make such capital improvements. The TOWN and the VILLAGE understand and agree that, in the event such capital improvements are not made by the VILLAGE, the TOWN may, at its option, refuse to renew this agreement for the period commencing January 1, 2024.

SEVENTH: The TOWN shall not be responsible for damage or injury to person or property sustained in consequence of any street, highway or road situated within the VILLAGE being defective, out of repair or dangerous (including potholes) unless the VILLAGE provides written notification to the TOWN of the existence of such defective, unsafe or dangerous condition,

or, unless the **TOWN** has received written notification of such defective, unsafe or dangerous condition from a third party. Such notice to the **TOWN** must have been in writing and provided to the Town Clerk or the Superintendent of Highways in accordance with the local law in effect at the time the alleged injury took place.

GENERAL PROVISIONS:

EIGHTH: the **TOWN** agrees that each employee assigned to perform the services to be provided to the **VILLAGE** shall be required to provide such services in a manner equal to those services provided in the unincorporated area of the **TOWN**, it being the intention of the parties that **VILLAGE** shall receive such services for the purpose of this Agreement as though it were part of the unincorporated area of the **TOWN**.

NINTH: A) the **TOWN** shall name the **VILLAGE** as an additional insured on its liability policy. The **TOWN** does hereby indemnify and hold harmless the **VILLAGE** for the negligence of the **TOWN**, its agents and employees, including the cost of any defense of the **VILLAGE**. This provision shall not apply to any action or claim allegedly arising from a defective, unsafe or dangerous condition of a street, highway or road for which the **VILLAGE** received actual notice of said defective, unsafe or dangerous condition and failed to give notice to the **TOWN**, nor shall it apply where the Village did not receive proper notice in accordance with its own Notice Local Law. Further, where the **VILLAGE** does not have a properly-constituted Notice local law, the **TOWN** shall not be liable for any injury to person or property that would have been obviated by such local law, and the **VILLAGE** agrees to fully indemnify and hold the **TOWN** harmless from any and liability in any form.

B) It is agreed that for purposes of snow removal, the Town will require access to municipal right-of-ways. The **VILLAGE** agrees that the **TOWN** will not be responsible for any damages to mailboxes or other structures or items permitted by the Village and maintained in a right-of-way except for acts of gross negligence.

TENTH: Any failure or delay on the part of the **TOWN** or the **VILLAGE** in exercising or enforcing any right under any of the provisions of the Agreement will not constitute a waiver of such provisions or of the right of the **TOWN** or the **VILLAGE** to exercise or enforce any other right.

ELEVENTH: This Agreement may not be changed orally. No change in or waiver of any provision of this Agreement will be binding upon the **TOWN** or the **VILLAGE** unless made in writing and signed by the **TOWN** Supervisor or the **VILLAGE** Mayor and any such waiver or change shall be effective only in the specific instance and for the purpose for which given, provided, however, that the **TOWN** may delegate, in writing, the power to waive or approve any requirement or action which, under the terms of this Agreement, may be waived or approved by the **TOWN**.

TWELFTH: The parties contemplate that they may extend this Agreement beyond December 31, 2023. In the event either is unwilling to do so or is willing to do so but under changed terms, that party shall notify the other in writing no later than October 1, 2023 and the

parties shall use their best efforts to come to terms no later than October 15, 2023, subject to the approval of their respective Boards.

THIRTEENTH: Any notice, demand, request, or other communication required to be given under this Agreement will be given by personal delivery or by certified or registered mail, postage prepaid and addressed:

(a) to the **VILLAGE** at its offices at the address first set forth above, marked - Attention: Mayor, and

(b) to the **TOWN** at the address first set forth above, marked Attention: Supervisor.

Notice shall be deemed given when actually delivered to the **TOWN's** Supervisor or the **VILLAGE's** Mayor or when deposited with the post office registry clerk or an official U.S. Post Box. Either the **VILLAGE** or the **TOWN** may, by written notice to the other, given as provided herein, change the address to which written notices, requests, or other communications are to be mailed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST:

Town Clerk

TOWN OF RAMAPO

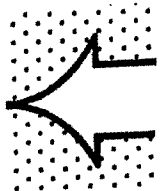
By: _____
Michael B. Specht, Supervisor

ATTEST:

Village Clerk

VILLAGE OF POMONA

By: _____
Ian Banks, Mayor



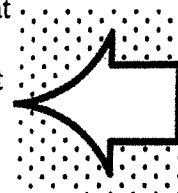
STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

On this day of , 2023, before me personally came MICHAEL B. SPECHT, to me known, who, being by me duly sworn, did depose and say that he resides at Suffern, New York; that he is the Supervisor of the Town of Ramapo, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town Board of the Town of Ramapo; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

On this day of , 2023, before me personally came IAN BANKS, to me known, who, being by me duly sworn, did depose and say that he resides at New York; that he is the Mayor of the Village of Pomona, the municipal corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the Village of Pomona; and that he signed his name thereto by like order.



Notary Public

**EXHIBIT A
HIGHWAY SERVICES**

SCOPE OF WORK

1. The **TOWN's** Highway Department shall provide the following services to **dedicated** roads, streets, highways and drainage systems situated in the **VILLAGE**.

- Patching - on "as needed" basis
- Sweeping - all year around, with a minimum of two times a year and as needed
- Culverts - maintenance on an as needed basis upon annual inspection of all culverts.
- Clean catch basins - Spring to beginning of snow season, on an as-needed basis after inspection of all catch basins
- Brush cutting - sight distance- all year around, with a minimum of once a year and as needed
- Snow removal - plowing and chemicals [sidewalks are specifically excluded]
- Traffic control signs (maintenance) (no new installation) – on "as needed" basis
- Maintain existing center and side line striping stop bars, school crossings and crosswalks – Fall – upon request of Village
- Dead trees removal on right of way - on "as needed" basis, **VILLAGE** must approve prior to removal, emergency circumstances permitting.
- Other Tree Removal - only with prior approval of **VILLAGE** after written cost estimate.
- Replace damage guide rail - on "as needed" basis
- Berms (asphalt curb repair) - on "as needed" basis

2. All requests for services to be performed shall be made by the **VILLAGE** to the **TOWN's** Highway Department. The **VILLAGE** will assign a liaison to make all such requests. Records and invoices, if any, will be sent to the **VILLAGE** detailing all of the work performed by the **TOWN**.

EXHIBIT B
MONTHLY PAYMENT SCHEDULE
VILLAGE OF POMONA

1/1/23	\$22,763.00
2/1/23	\$22,763.00
3/1/23	\$22,763.00
4/1/23	\$22,763.00
5/1/23	\$22,763.00
6/1/23	\$22,763.00
7/1/23	\$22,763.00
8/1/23	\$22,763.00
9/1/23	\$22,763.00
10/1/23	\$22,763.00
11/1/23	\$22,763.00
12/1/23	\$22,763.00
	<hr/>
	\$ 273,156.00



Town Board
237 Rt 59
Suffern, NY 10901

Meeting: 12/14/22 07:00 PM
DOC ID: 8690

ADOPTED
2022-476

Highway Maintenance and Snow Removal Services for Various Villages (2023)

WHEREAS, New York State Villages have a non-delegable duty to maintain Village roads in a safe condition allowing for public travel, and

WHEREAS, various Villages within the Town of Ramapo lack the personnel and equipment to perform the above duties, and

WHEREAS, the Villages listed below have requested that the Town of Ramapo contractually provide certain Highway Maintenance and Snow Removal services for them, and

WHEREAS, the Town of Ramapo, in 2022, provided Highway Maintenance and Snow Removal Services pursuant to written agreements to the following Villages:

1. Chestnut Ridge
2. Pomona
3. New Hempstead
4. Wesley Hills
5. Kaser
6. New Square
7. Montebello, and

WHEREAS, the Town and Villages are desirous of entering into new agreements for the year 2023, and

WHEREAS, the cost for providing said services to the Villages is as follows:

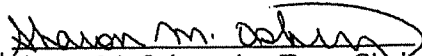
1. Chestnut Ridge	\$648,075.96
2. Pomona	\$273,156.00
3. New Hempstead	\$350,281.92
4. Wesley Hills	\$427,408.80
5. Kaser	\$37,491.96
6. New Square	\$88,909.56
7. Montebello	\$385,632.00,

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Ramapo that the Board does hereby agree to enter into *INTER-MUNICIPAL AGREEMENTS* with the aforementioned Villages for the above services for the year **2023**, the Town to be compensated as follows:

- | | |
|-------------------|-------------------|
| 1. Chestnut Ridge | \$648,075.96 |
| 2. Pomona | \$273,156.00 |
| 3. New Hempstead | \$350,281.92 |
| 4. Wesley Hills | \$427,408.80 |
| 5. Kaser | \$37,491.96 |
| 6. New Square | \$88,909.56 |
| 7. Montebello | \$385,632.00, and |

BE IT FURTHER RESOLVED that the Supervisor is hereby authorized to execute agreements with the above Villages in a form approved by the Town Attorney's Office.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Rossman, Councilman
SECONDER:	Brendel Charles, Councilwoman
AYES:	Specht, Charles, Rossman, Wanounou, Weissmandl


Sharon M. Osherovitz, Town Clerk

AGREEMENT

AGREEMENT made as of the 1st day of January, 2023 by and between the **TOWN OF RAMAPO**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 237 Route 59, Suffern, New York (hereinafter the "**TOWN**"), and **VILLAGE OF POMONA**, a Municipal Corporation, organized under the laws of the State of New York, with its principal office located at 100 Ladentown Road, Pomona, New York 10970 (hereinafter the "**VILLAGE**").

WITNESSETH:

WHEREAS, **TOWN** maintains a Highway Department which tends to its snow removal, road repairs and drainage repairs, and

WHEREAS, the **VILLAGE** does not have a Highway Department and is legally responsible to provide its own snow removal, road repairs and drainage repairs on its streets and roads, and

WHEREAS, in order to provide the most efficient service to their constituents, both governmental entities have determined, pursuant to Article 5-G of the General Municipal Law, the best interests of the public would be served through their entry into an inter-governmental agreement for the **TOWN** to provide to the **VILLAGE** snow removal, and certain highway and storm drain maintenance within the **VILLAGE** boundaries. as more particularly described in Exhibit "A" attached and made part of this agreement ("**Highway Services**");

NOW, THEREFORE, in consideration of the terms and conditions and covenants contained here, the **TOWN** and the **VILLAGE**, **AGREE AS FOLLOWS**:

FIRST: That each municipality has agreed to and approved this agreement. A copy of the resolutions of each respective governing body, approving the terms and conditions contained in this agreement, are annexed as Exhibits "C" and "D" to this agreement.

HIGHWAY SERVICES:

SECOND: the **TOWN** agrees that it will render to the **VILLAGE** snow removal and highway maintenance service to all dedicated streets within the **VILLAGE** (other than any streets maintained by the State of New York or County of Rockland), and maintenance service to the storm drainage system within the boundaries of the **VILLAGE**, for the period from January 1, 2023, through December 31, 2023, or until this Agreement is sooner terminated in the manner set forth below.

THIRD: **VILLAGE** agrees to timely pay, and **TOWN** agrees to accept for Highway Services the sums in Exhibit "B," **MONTHLY PAYMENT SCHEDULE**.

FOURTH: The **TOWN** agrees that it shall perform Highway Service's as may, in the joint opinion of the **VILLAGE's** Licensed Engineer and the **TOWN** Superintendent of Highways, be required in order to maintain roads, streets, highways and storm drains in a condition equal to that maintained in the unincorporated area of the **TOWN**. It is the intention of the parties hereto that the **VILLAGE** shall receive such services for the purposes of this Agreement as though it were part of the unincorporated area of the **TOWN**, which in no case shall be less than a safe and useable condition.

FIFTH: It is understood and agreed that this Agreement is limited to ordinary and necessary repairs and maintenance only. Such repairs and/or maintenance includes the items of work set forth in Exhibit "A", attached hereto and made a part hereof, and any other projects that are agreed to in writing by the **VILLAGE's** Licensed Engineer and the **TOWN** Superintendent of Highways. It is further understood and agreed that this Agreement does not pertain to maintenance of, nor snow removal from, sidewalks. Nothing contained herein, however, shall be deemed to obligate the **TOWN** to make any capital improvements.

SIXTH: On or before March 31, 2023, the **TOWN'S** Highway Department will provide the **VILLAGE** with a list setting forth all streets, highways, roads and/or drainage systems which, in the department's opinion, require immediate capital improvements and/or reconstruction and are below the standards for maintenance in the unincorporated area of the **TOWN**. Said list will include the **TOWN'S** cost estimate for performing all such improvements and/or reconstruction in the **VILLAGE**. Capital Improvements shall be defined as improvements which are necessary to maintain a road in a safe and useable condition beyond temporary repairs.

If in the joint opinion of the **VILLAGE'S** Licensed Engineer, and the **TOWN** Superintendent of Highways, said roads, streets, highways, and/or drainage systems cannot be properly maintained but require capital improvements or reconstruction by the **VILLAGE**, and after the **VILLAGE**, following notification of such joint opinion, has had reasonable opportunity to make such capital improvements but has failed to do so, the **TOWN** shall not be required to maintain or repair that affected portion and shall be released from all obligations and liability therefor. In the event of such release of the **TOWN**, the amount of future payments by the **VILLAGE** pursuant to this agreement shall be reduced proportionately. In addition, the **VILLAGE** agrees that it will assume liability for damages or claims made by third parties and/or indemnify the **TOWN** for all costs and fees resulting from the **VILLAGE'S** failure to make such capital improvements. The **TOWN** and the **VILLAGE** understand and agree that, in the event such capital improvements are not made by the **VILLAGE**, the **TOWN** may, at its option, refuse to renew this agreement for the period commencing January 1, 2024.

SEVENTH: The **TOWN** shall not be responsible for damage or injury to person or property sustained in consequence of any street, highway or road situated within the **VILLAGE** being defective, out of repair or dangerous (including potholes) unless the **VILLAGE** provides written notification to the **TOWN** of the existence of such defective, unsafe or dangerous condition,

or, unless the **TOWN** has received written notification of such defective, unsafe or dangerous condition from a third party. Such notice to the **TOWN** must have been in writing and provided to the Town Clerk or the Superintendent of Highways in accordance with the local law in effect at the time the alleged injury took place.

GENERAL PROVISIONS:

EIGHTH: the **TOWN** agrees that each employee assigned to perform the services to be provided to the **VILLAGE** shall be required to provide such services in a manner equal to those services provided in the unincorporated area of the **TOWN**, it being the intention of the parties that **VILLAGE** shall receive such services for the purpose of this Agreement as though it were part of the unincorporated area of the **TOWN**.

NINTH: A) the **TOWN** shall name the **VILLAGE** as an additional insured on its liability policy. The **TOWN** does hereby indemnify and hold harmless the **VILLAGE** for the negligence of the **TOWN**, its agents and employees, including the cost of any defense of the **VILLAGE**. This provision shall not apply to any action or claim allegedly arising from a defective, unsafe or dangerous condition of a street, highway or road for which the **VILLAGE** received actual notice of said defective, unsafe or dangerous condition and failed to give notice to the **TOWN**, nor shall it apply where the Village did not receive proper notice in accordance with its own Notice Local Law. Further, where the **VILLAGE** does not have a properly-constituted Notice local law, the **TOWN shall not be liable for any injury to person or property that would have been obviated by such local law, and the VILLAGE agrees to fully indemnify and hold the TOWN harmless from any and liability in any form.**

B) It is agreed that for purposes of snow removal, the Town will require access to municipal right-of-ways. The **VILLAGE** agrees that the **TOWN** will not be responsible for any damages to mailboxes or other structures or items permitted by the Village and maintained in a right-of-way except for acts of gross negligence.

TENTH: Any failure or delay on the part of the **TOWN** or the **VILLAGE** in exercising or enforcing any right under any of the provisions of the Agreement will not constitute a waiver of such provisions or of the right of the **TOWN** or the **VILLAGE** to exercise or enforce any other right.

ELEVENTH: This Agreement may not be changed orally. No change in or waiver of any provision of this Agreement will be binding upon the **TOWN** or the **VILLAGE** unless made in writing and signed by the **TOWN** Supervisor or the **VILLAGE** Mayor and any such waiver or change shall be effective only in the specific instance and for the purpose for which given, provided, however, that the **TOWN** may delegate, in writing, the power to waive or approve any requirement or action which, under the terms of this Agreement, may be waived or approved by the **TOWN**.

TWELFTH: The parties contemplate that they may extend this Agreement beyond December 31, 2023. In the event either is unwilling to do so or is willing to do so but under changed terms, that party shall notify the other in writing no later than October 1, 2023 and the

parties shall use their best efforts to come to terms no later than October 15, 2023, subject to the approval of their respective Boards.

THIRTEENTH: Any notice, demand, request, or other communication required to be given under this Agreement will be given by personal delivery or by certified or registered mail, postage prepaid and addressed:

(a) to the **VILLAGE** at its offices at the address first set forth above, marked - Attention: Mayor, and

(b) to the **TOWN** at the address first set forth above, marked Attention: Supervisor.

Notice shall be deemed given when actually delivered to the **TOWN's** Supervisor or the **VILLAGE's** Mayor or when deposited with the post office registry clerk or an official U.S. Post Box. Either the **VILLAGE** or the **TOWN** may, by written notice to the other, given as provided herein, change the address to which written notices, requests, or other communications are to be mailed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST:


TOWN OF RAMAPO

Town Clerk

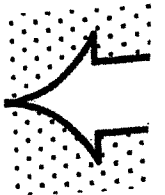
By: _____
Michael B. Specht, Supervisor

ATTEST:

VILLAGE OF POMONA

 _____
Village Clerk

By: _____
Ian Banks, Mayor



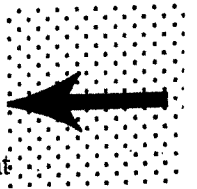
STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

On this day of , 2023, before me personally came MICHAEL B. SPECHT, to me known, who, being by me duly sworn, did depose and say that he resides at Suffern, New York; that he is the Supervisor of the Town of Ramapo, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town Board of the Town of Ramapo; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

On this day of , 2023, before me personally came IAN BANKS, to me known, who, being by me duly sworn, did depose and say that he resides at New York; that he is the Mayor of the Village of Pomona, the municipal corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the Village of Pomona; and that he signed his name thereto by like order.



Notary Public

**EXHIBIT A
HIGHWAY SERVICES**

SCOPE OF WORK

1. The **TOWN's** Highway Department shall provide the following services to **dedicated** roads, streets, highways and drainage systems situated in the **VILLAGE**.

- Patching - on "as needed" basis
- Sweeping - all year around, with a minimum of two times a year and as needed
- Culverts - maintenance on an as needed basis upon annual inspection of all culverts.
- Clean catch basins - Spring to beginning of snow season, on an as-needed basis after inspection of all catch basins
- Brush cutting - sight distance- all year around, with a minimum of once a year and as needed
- Snow removal - plowing and chemicals [sidewalks are specifically excluded]
- Traffic control signs (maintenance) (no new installation) – on "as needed" basis
- Maintain existing center and side line striping stop bars, school crossings and crosswalks – Fall – upon request of Village
- Dead trees removal on right of way - on "as needed" basis, **VILLAGE** must approve prior to removal, emergency circumstances permitting.
- Other Tree Removal - only with prior approval of **VILLAGE** after written cost estimate.
- Replace damage guide rail - on "as needed" basis
- Berms (asphalt curb repair) - on "as needed" basis

2. All requests for services to be performed shall be made by the **VILLAGE** to the **TOWN's** Highway Department. The **VILLAGE** will assign a liaison to make all such requests. Records and invoices, if any, will be sent to the **VILLAGE** detailing all of the work performed by the **TOWN**.

EXHIBIT B
MONTHLY PAYMENT SCHEDULE
VILLAGE OF POMONA

1/1/23	\$22,763.00
2/1/23	\$22,763.00
3/1/23	\$22,763.00
4/1/23	\$22,763.00
5/1/23	\$22,763.00
6/1/23	\$22,763.00
7/1/23	\$22,763.00
8/1/23	\$22,763.00
9/1/23	\$22,763.00
10/1/23	\$22,763.00
11/1/23	\$22,763.00
12/1/23	\$22,763.00
	<hr/>
	\$ 273,156.00



Town Board
237 Rt. 59
Suffern, NY 10901

Meeting: 12/14/22 07:00 PM
DOC ID: 8690

ADOPTED

2022-476

Highway Maintenance and Snow Removal Services for Various Villages (2023)

WHEREAS, New York State Villages have a non-delegable duty to maintain Village roads in a safe condition allowing for public travel, and

WHEREAS, various Villages within the Town of Ramapo lack the personnel and equipment to perform the above duties, and

WHEREAS, the Villages listed below have requested that the Town of Ramapo contractually provide certain Highway Maintenance and Snow Removal services for them, and

WHEREAS, the Town of Ramapo, in 2022, provided Highway Maintenance and Snow Removal Services pursuant to written agreements to the following Villages:

1. Chestnut Ridge
2. Pomona
3. New Hempstead
4. Wesley Hills
5. Kaser
6. New Square
7. Montebello, and

WHEREAS, the Town and Villages are desirous of entering into new agreements for the year 2023, and

WHEREAS, the cost for providing said services to the Villages is as follows:

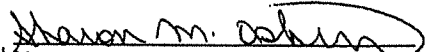
1. Chestnut Ridge	\$648,075.96
2. Pomona	\$273,156.00
3. New Hempstead	\$350,281.92
4. Wesley Hills	\$427,408.80
5. Kaser	\$37,491.96
6. New Square	\$88,909.56
7. Montebello	\$385,632.00,

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Ramapo that the Board does hereby agree to enter into *INTER-MUNICIPAL AGREEMENTS* with the aforementioned Villages for the above services for the year 2023, the Town to be compensated as follows:

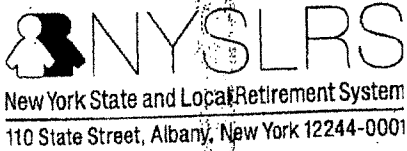
- | | |
|-------------------|-------------------|
| 1. Chestnut Ridge | \$648,075.96 |
| 2. Pomona | \$273,156.00 |
| 3. New Hempstead | \$350,281.92 |
| 4. Wesley Hills | \$427,408.80 |
| 5. Kaser | \$37,491.96 |
| 6. New Square | \$88,909.56 |
| 7. Montebello | \$385,632.00, and |

BE IT FURTHER RESOLVED that the Supervisor is hereby authorized to execute agreements with the above Villages in a form approved by the Town Attorney's Office.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Rossman, Councilman
SECONDER:	Brendel Charles, Councilwoman
AYES:	Specht, Charles, Rossman, Wanounou, Weissmandl


Sharon M. Osherovitz, Town Clerk

Office of the New York State Comptroller
Thomas P. DiNapoli



Phone: 518-402-3815
Fax: 518-486-9577
Email: PensionIntegrity@osc.ny.gov
Web: www.osc.state.ny.us/retire

COPY

Ian Banks
12 Ladentown Rd
Pomona, NY 10970

1/17/2023
In reply refer to
Empl ID: R12842318
Location Code: 40418

Dear Mr. Banks

This letter is to notify you that we have received your Record of Activities (ROA). Unfortunately, we are unable to process your ROA since it does not comply with the requirements outlined in our previous correspondence.

Please note, an acceptable ROA must contain:

- Only those activities performed that directly relate to your position,
- The details of the activities performed,
- The start and end times of all work-related activities,
- Work activities performed over a consecutive, three-month period, and
- Your name, signature, and title.

You must document a new three-month ROA listing the specific hours worked and duties performed on a daily basis and submit a copy to the clerk of your governing board within 30 days of completion. Once your ROA is received and reviewed, your employer will need to establish, approve and post a Standard Work Day and Reporting Resolution for Elected and Appointed Officials and submit any necessary adjustments to your previously reported days worked.

The months you record should not be months with unusually high or low levels of

activity. You will need to extend your ROA by the amount of time utilized for vacations, illnesses, holidays or other reasons for days off. This will ensure that a full three months of active working days are reflected on the ROA. If the activities required by your position are seasonal in nature, you may need to extend your ROA for up to a full year to capture a true representation of your hours worked.

In recording work activities, your ROA may include time outside normal working hours performing official duties. These activities may include:

- Responding to an emergency,
- Attending an employer-sponsored event, or
- Meeting with, or responding to, members of the public on matters of official business.

If you fail to fully comply with the above process by April 30, 2023, NYSLRS will suspend your membership, which will result in NYSLRS not including any service credit or salary associated with your position at Village of Pomona as Mayor in your pension benefit calculations. In addition, certain benefits associated with NYSLRS membership will no longer be available to you, or your beneficiaries, such as:

- General estimates,
- Pension benefit calculations and projections,
- Death benefits,
- Access to Self-Service Applications, and
- Member Annual Statements.

If you have any questions, you may contact our office at 518-402-3815. You may also email us at PensionIntegrity@osc.ny.gov. For more information, visit www.osc.state.ny.us/retire/employers.

Sincerely,

Pension Integrity Bureau

EC/jc

Encs

cc: Dorinda Mittiga

100 Ladentown Rd

Pomona, NY 10970



Office of the New York State Comptroller
NYS Comptroller Thomas P. DiNapoli

 **NYSLRS**
New York State & Local Retirement System

Webinar Training on Elected and Appointed Officials

The Pension Integrity Bureau (PIB) is offering you a training opportunity.

PIB conducts tailored trainings on reporting elected and appointed officials every week, Monday through Friday, via GoTo Webinar.

The training will consist of a representative presenting a slide show on NYCRR (Regulation) 315.4 and answering common questions like:

- What is required of employers and elected and appointed officials?
- How do I complete a Resolution and why?
- Why do elected and appointed officials need to keep a Record of Activities (ROA)?
- How do I report days worked for elected and appointed officials or change them?

To ensure compliance with Regulation 315.4, PIB staff will perform a full review of your file and discuss, during the training, any outstanding issues NYSLRS needs addressed.

If your municipality is interested in a GoTo Webinar training, please contact our office by phone or email.

PENSION INTEGRITY BUREAU
(518) 402-3815
pensionintegrity@osc.ny.gov



Regulation on Reporting for Elected or Appointed Officials

315.4 Additional reporting requirements for elected or appointed officials who work for a participating employer of the retirement system and are required to be reported to the retirement system.

(a) Record of work activities.

(1) Except as otherwise provided in this subdivision, any elected or appointed official who is not paid hourly or does not participate in an employer's time keeping system that consists of a daily record of actual time worked and time charged to accruals, shall record his or her work activities for a period of three consecutive months. The elected or appointed official should extend the period of his or her record of work activities by the amount of time utilized for vacations, illness, holidays or other reasons during the three-month period. The record of work activities must represent months that are not unusually slow or busy. If a position is seasonal in nature, the record of work activities should be kept for an extended period of up to 12 months to capture an accurate account of work activities. In recording the description of work activities, such elected or appointed official shall include the start and end time of each activity performed. The elected or appointed official may also include activities performed outside the normal working hours that require his or her attention to attend to official duties, including responding to an emergency, attending an employer sponsored event or meeting with or responding to members of the public on matters of official business. During a period that an elected or appointed official is required to be on-call, he or she may only record the time actually spent performing a work-related activity. The elected or appointed official may not include activities that would not be considered work-related such as attending electoral or campaign events, socializing after town board meetings or attending a candidates' forum. The elected or appointed official's initial three-month record of work activities shall be completed within 150 days of commencing a new or subsequent term of office, or upon joining the Retirement System, on or after August 12, 2009. The elected or appointed official must sign the record of work activities attesting to its accuracy and submit it to the secretary or clerk of the governing board within 30 days of completion. Each such record of work activities and any subsequent recertification shall be retained by the employer for a period of at least 30 years and full and complete copies thereof shall be provided to the State Comptroller upon his or her request. A record of work activities shall not be valid for more than eight years from the date it was initially maintained. If the hours worked have not substantially or materially increased or decreased during the eight year period, the elected or appointed official may certify to such in writing to the governing board in lieu of maintaining a new record of work activities. The elected or appointed official must submit this certification to the governing board within 180 days of taking a subsequent term of office. If the hours worked have substantially increased or decreased during the eight year period, the elected and appointed official must prepare, sign and submit a new record of activities.

(2) In the event the elected or appointed official or the employer determines the initial recording of work activities for a period of three consecutive months is not representative of the average number of hours worked by the elected or appointed official, he or she must record work activities during the same calendar year for an alternative period of three consecutive months which is representative of the average number of hours worked by such official. Such record of work activities shall be signed by such elected or appointed official and submitted to the secretary or clerk of the governing board within 30 days of the completion of the record. The failure of an elected or appointed official to record, sign and submit a record of work activities within the required time frame shall result in the suspension of service crediting and retirement system membership benefits. The suspension of service crediting will remain in effect until such time as the elected or appointed official completes a record of work activities that complies with the requirements of this regulation and submits it to the secretary or clerk of the governing board. The record of work activities must be submitted to the secretary or clerk prior to the elected or appointed official ending service in that title.

(b) Completion of the standard work day and reporting resolution.

In addition to the reporting requirements set forth in section 315.3 of this Part, and for the sole purpose of reporting days worked to the retirement system, the governing board of a participating employer of an elected or appointed official shall establish, by resolution, a standard work day for each elective or appointive office or position using the standard work day and reporting resolution form provided by the retirement system or a form or format approved by the retirement system. Such standard work day and reporting resolution shall indicate:

Received Date

**Standard Work Day and
 Reporting Resolution for
 Elected and Appointed Officials**

Employer Location Code

□ □ □ □ □ □ □ □ □ □

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev. 11/19)

BE IT RESOLVED, that the _____ hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

(Name of Employer)

(Location Code)

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
Appointed Officials:									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, _____ secretary/clerk of the governing board of the _____ of the State of New York, (Name of Secretary or Clerk) (Circle one) (Name of Employer)

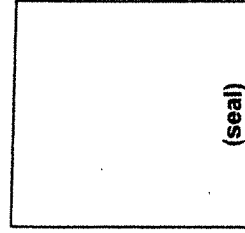
do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____ 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ on this _____ day of _____ 20____ (Name of Employer)

Affidavit of Posting: I, _____ (Signature of Secretary or Clerk)

being duly sworn, deposes and says that the posting of the Resolution began on _____ (Name of Secretary or Clerk) and continued for at least 30 days. That the Resolution was available to the public on the: _____ (Date)

- Employer's website at: _____
- Official sign board at: _____
- Main entrance Secretary or Clerk's office at: _____



(seal)

- (1) the title of the position;
- (2) the first and last name of the elected or appointed official holding the position;
- (3) the last four digits of the social security number of each elected or appointed official;
- (4) the registration number of each elected or appointed official;
- (5) the number of hours prescribed as a standard work day equal to no fewer than six hours nor more than eight hours for each such elective or appointed office or position;
- (6) the full month, day and year of the commencement and expiration of the term for each such office or position.

For each elected or appointed official who is not paid hourly or does not participate in an employer's time keeping system that consists of a daily record of actual time worked and time charged to accruals and who has submitted a record of work activities pursuant to paragraph (a)(1) of this section, the employer shall indicate the average number of days worked per month in the resolution. In the event that the official has not recorded and submitted to the secretary or clerk of the governing board his or her record of work activities for a period of three consecutive months the employer shall so indicate in the resolution. The governing board shall determine whether activities listed on the record of work activities are official duties of the position. Activities that do not consist of official duties as described in paragraph (a)(1) of this section are to be excluded from the calculation of the average number of days worked per month to be listed on the standard workday and reporting resolution. Such standard work day and reporting resolution shall be adopted at the first regular meeting held after a record of work activities has been submitted. In the event an elected or appointed official submits a new record of work activities pursuant to paragraph (a)(ii) of this section, the governing board must pass an additional resolution for that individual amending the average number of days worked per month based on such record of work activities.

(c) Standard work day and reporting resolution: filing and posting requirements.

The standard work day and reporting resolution required by subdivision (b) of this section shall be prominently posted on the employer's website for a minimum of 30 days or, in the event the employer does not maintain a website available to the public, such standard work day and reporting resolution shall be posted on the official sign-board or at the main entrance to the office of the clerk for the municipality or similar office of the employer. After the 30-day posting period, the standard work day and reporting resolution shall be made available either through the website or upon request. The elected or appointed official's social security number (last four digits) and registration number must be omitted from the copy of the standard work day and reporting resolution that is publicly posted. A certified copy of the standard work day and reporting resolution and an affidavit of posting shall be filed by the secretary or clerk of the governing board with the Office of the State Comptroller within 15 days after the public posting period has ended. The failure of the governing board to adopt such standard work day and reporting resolution shall result in the suspension of service crediting and retirement system membership benefits for the elected or appointed official until such time as the standard work day and reporting resolution is adopted, posted and filed with the comptroller. In the event the governing board submits an additional standard work day and reporting resolution amending the average number of days worked per month for an elected or an appointed official pursuant to subdivision (b) of this section, such additional standard work day and reporting resolution shall be subject to the posting and filing requirements set forth in this subdivision.

(d) Reporting days worked on the monthly (quarterly/semi-annual/annual) report

Once a standard work day and reporting resolution is passed, the average number of days worked per month listed on the standard work day and reporting resolution must be provided to the individual(s) responsible for reporting days worked to the retirement system on the employer's behalf. These individual(s) must ensure that the days worked reported on the standard work day and reporting resolution are accurately converted to correspond with the official's payroll frequency and recorded on the report submitted to the retirement system. In the event that the report submitted to the retirement system does not reflect the average days worked per month documented on a standard work day and reporting resolution, then retroactive adjustments must be submitted for the period covered by the corresponding record of work activities. A record of work activities submitted by an elected or appointed official, pursuant to this section, should be used as the basis for his or her days worked reported for prior terms served in the same title, if no record of work activities was submitted for the prior terms.

Calculating Record of Activities Results and Days Worked

To calculate a Record of Activities (ROA) result, you must know the Standard Work Day (SWD) for the position and the total hours recorded on the three-month ROA.

Note: Calculation results should be rounded **up** to the next highest hundredth, even if you would round down under normal rounding rules. For example, a result of .083 would be rounded **up** to .09.

First, follow these steps:

1. Divide the total hours worked from the ROA by three to get the average hours worked per month.
2. Without clearing the calculator, divide the average hours worked per month by the SWD to get the average days worked per month (ROA result). Round up to the next highest hundredth.
3. If the member is an elected or appointed official, you must list the ROA result on a Standard Work Day and Reporting Resolution for Elected and Appointed Officials form (RS2417-A). If the member is not an elected or appointed official, the RS2417-A form does not need to be completed.

Next, follow these steps to determine the days worked to include on the monthly report:

1. Multiply the ROA result by 12 to get the total number of days the member works in a year.
2. Without clearing the calculator, divide the total number of days worked per year by the number of pay periods in the year to arrive at the days worked per pay period.
3. Without clearing the calculator, multiply this number by the number of pay periods on your next monthly report. The result should be rounded **up** to the next highest hundredth. Do not report more than the maximum number of days reportable (see the *Reporting* section, Section 6, of the Employer's Guide for more information).

Example #1

A mayor recorded 649.75 hours on his/her ROA.
The SWD is eight hours and the mayor is paid bi-weekly.

To calculate the ROA result to list on the Resolution:

1. $649.75 \div 3 = 216.58333$, which is the average number of hours per month
2. $216.58333 \div \text{the 8 hour SWD} = 27.07291$ (round up)
3. List 27.08 in the ROA Result column of the Resolution

Days to report on the monthly report:

1. $27.08 \text{ days worked per month} \times 12 \text{ months} = 324.96 \text{ days per year}$
2. $324.96 \text{ days per year} \div 26 \text{ bi-weekly payrolls per year} = 12.498461 \text{ days}$
3. 10 days* should be reported for each pay period on the monthly report

* If the total days to report for the month exceeds the maximum number of days reportable, then report only the maximum number of days. For example, for bi-weekly employers, report a maximum of 10 days per pay period.

Example #2

A board member recorded 186.25 hours on his/her ROA.
The SWD is six hours and the board member is paid weekly.

To calculate the ROA result to list on the Resolution:

1. $186.25 \div 3 = 62.08333$, which is the average number of hours per month
2. $62.08333 \div \text{the 6 hour SWD} = 10.34722$ (round up)
3. List 10.35 in the ROA Result column of the Resolution

Days to report on the monthly report:

1. $10.35 \text{ days worked per month} \times 12 \text{ months} = 124.20 \text{ days per year}$
2. $124.20 \text{ days per year} \div 52 \text{ weekly payrolls per year} = 2.38846 \text{ days}$
3. 2.38846 days should be reported for each pay period on the monthly report
4. For a four pay month, 9.56 days should be reported (9.55284 rounded up to the nearest hundredth).
For a month with five pays, 11.95 days (11.94230 rounded up) should be reported.

Note: Officials should extend their ROAs beyond three months to make up for any time they were absent during the three-month period.

Example of One Week of an Elected/Appointed Official's Record of Activities

Record of Activities

Name John Smith
Title Town Supervisor
Employer South Anytown

Activity Log

- Use a new row for each activity. You must include the start and end times for each activity.
- Enter the date, activity, start and end times, and the number of hours. In the Hours column, only enter numbers (i.e. 2.75).
- To add a new row, click the "Add New Row" button.
- To total the number of hours, click the "Update Total" button.

Date	Activity	Start Time	End Time	Hours
January 7, 2019	Taxpayer mtg.	1:00 PM	2:00 PM	1
January 7, 2019	Return phone calls	2:00 PM	3:00 PM	1
January 7, 2019	Emergency call re: dog warden	12:00 AM	1:00 AM	1
January 8, 2019	Prepare speech for luncheon	12:00 PM	3:00 PM	3
January 8, 2019	Return phone calls	3:00 PM	4:00 PM	1
January 9, 2019	Routine correspondence	9:00 AM	11:00 AM	2
January 9, 2019	Guest speaker – luncheon mtg.	1:00 PM	3:00 PM	2
January 9, 2019	Return phone calls	6:00 PM	7:00 PM	1
January 10, 2019	Conference call with East and North Anytowns	9:00 AM	9:30 AM	0.5

January 10, 2019	Prepare for mtg. on 1/15	9:30 AM	11:00 AM	1.5
January 10, 2019	Return phone calls	6:00 PM	7:00 PM	1
January 11, 2019	Prepare speech and materials for 1/15 mtg.	9:00 AM	11:00 AM	2
January 11, 2019	Routine correspondence	11:00 AM	12:00 PM	1
January 11, 2019	Return phone calls	4:00 PM	5:00 PM	1
January 12, 2019	Committee mtg. on zoning	9:00 AM	12:00 PM	3
January 12, 2019	Return phone calls	4:00 PM	5:00 PM	1

Add New Row

Update Total

24

To ensure three full months of active working days are reflected on the ROA, extend the period of the ROA by the amount of time used for vacations, illness, holidays or other reasons not worked during the three-month period.

Once you have completed recording activities for a three-month period, print this worksheet and sign and date below.

With my signature, I attest to the accuracy of the record provided above.

Signature

Date

Instructions for completing the Standard Work Day and Reporting Resolution

A	B	C	D	E	F	G	H	I	J
Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Date	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials									
John Smith	0000	R11111111	Highway Superintendent	1/1/2018-12/31/2019	8.00	32.79		Weekly	
Michelle Jones	1111	R11111111	Town Justice	1/1/2018-12/31/2018	6.25		X	Bi-Weekly	X
Appointed Officials									
Joseph Grey	2222	R22222222	Planning Board Member	1/1/2018-12/31/2018	7.00	17.54		Monthly	

- A. **Name:** The official's complete first and last name must be included for identification purposes.
- B. **Social Security Number:** The last four digits of the official's Social Security Number must be included for identification purposes. For security purposes, the last four digits of the Social Security Number can be omitted from the publicly posted version.
- C. **NYSLRS ID:** The official's NYSLRS ID must be included for identification purposes. For security purposes, the NYSLRS ID can be omitted from the publicly posted version.
- D. **Title:** All paid elected and appointed officials (who are active members of the Retirement System) and are not paid hourly and do not participate in a employer's time keeping system that consists of a daily record of actual time worked and time charged to accruals must be listed. For the purpose of the regulation, an "appointed official" is someone who is appointed by an elected official, an appointed official or governing board. They hold an office in an organization or government and participate in the exercise of authority. This also includes appointees of elected and appointed officials such as deputies, assistants or confidential secretaries.
- E. **Current Term Begin & End Dates:** All officials listed on the Resolution must have a specified Term End date. Leaving this column blank or listing 'Tenure/At Pleasure' is not acceptable. If the official does not have a designated term, the current term for the official who appointed them to the position should be used. If they are appointed by the governing board, the chairman of the board's term should be used.
- F. **Standard Work Day:** The minimum number of hours that can be established for a standard work day (SWD) is **six**, while the maximum is **eight**. A SWD is the denominator to be used for the days worked calculation; it is not necessarily always the number of hours a person works. For example, if a board member only attends one three-hour boarding meeting per month, you must still establish a SWD between six and eight hours as the denominator for their record of activities (ROA) calculation.
- G. **Record of Activities Result*:** This column must be left blank if an official does not submit their required sample three-month ROA. To determine the average number of days worked per month, you must divide the total number of hours documented on the three-month ROA by three months to get a one-month average number of hours worked. Then, the one-month average number of hours worked must be divided by the SWD to get the average number of days worked per month.
- H. **Not Submitted:** This column must be checked if an official has not submitted the required sample three-month ROA within the 150 day requirement, regardless of whether they are being reported by another employer for the same period. If the Retirement System receives such a Resolution, it will contact the official to notify them of the consequences of not submitted the ROA.
- I. **Pay Frequency:** This column should be filled in with one of the following options: Annually, Bimonthly, Biweekly, Monthly, Quarterly, Semi-annually or Weekly.
- J. **Tier 1:** If the official is a Tier 1 member, this box should be checked. Tier 1 members are not required to keep a ROA.

Once passed, the Resolution must be posted on your public website for a minimum of 30 days or if a website isn't available to the public, on the official sign-board or at the main entrance to the clerk's office. A certified copy of the Resolution and Affidavit of Posting must be filed with the Office of State Comptroller within 45 days of the adoption. The Resolution and Affidavit can be submitted via the *Submit Resolution for Official* link in Retirement Online.

*To determine the number of days worked to include on the monthly report for the various payroll frequencies, please refer to the Calculating Days Worked instructions available in the 'Reporting Elected & Appointed Officials' section of our website: http://www.osc.state.ny.us/retire/employers/elected_appointed_officials/index.php

INSTRUCTIONS FOR COMPLETING ADJUSTMENT REPORT (RS 5527)

Members of the Police and Fire Retirement System cannot be included on the same Adjustment Form with members of the Employees' Retirement System.

Please use this form to correct members' days worked, and/or salary earned and/or Additional member contributions.

FOR A REFUND PLEASE NOTE:

For a refund of member contributions, loans or service purchase overpayments, the employer must attach a separate memo listing the following: member's NYSLRS ID, member's name, month and year of overpayment, the amount of overpayment and the reason for refund is requested. If you require additional assistance please contact our Report Control Office at (518) 408-4146 or (518) 473-8793

Letters refer to areas on the sample form segment below.

- A. Employer Name: Legal name of public employer
- B. Employer Code: The five digit number assigned to each participating employer by the Retirement System.
- C. Report Code: This is a 2 digit number assigned by the Retirement System to uniquely identify a report.
- D. Pages: Please number each page of RS 5527 being submitted.
- E. Retirement NYSLRS ID: Enter the member's NYSLRS ID.
- F. Emp Inst: This field is only required for Enhanced Reporters. This is a member's Employment Instance.
- G. Member's Name: Enter full name (last, first, middle initial)

A		B		C	
Employer Name:	Employer Code:	Report Code:			
Town of Sample	39999	60			

NYSLRS ID:	Emp Inst	Member's Name:		Last 4 digits of Social Security Number:	Report Period Month/Year:	Days Adjustment:	K	L	M
		Last	First M.I.						
R55555555	1	Gordon,	James T	6789	06 92	3.50	20.00	211.00	1411.77
R66666666	2	Brown,	Ruth C	1666	06 92	(5.00)	20.00	(300.00)	900.00
N TOTALS							40.00	(89.00)	2311.77

Certified By:	Title:	Date:	Telephone Number:
	Supervisor	7/27/1992	(555) 111-1111

MAIL COMPLETED FORM TO:
NEW YORK STATE AND LOCAL RETIREMENT SYSTEM
PENSION INTEGRITY BUREAU
110 STATE STREET
ALBANY, NY 12244-0001

- H. Social Security Number: Enter the last 4 digits of member's social security number.
- I. Report Period Month/Year: Enter the month and year to which the adjustment refers.
- J. Days Adjustment: The number of days being either added or reduced. Reductions must be placed in parenthesis.
- K. Days for Period Should Be: The net result of original days reported on monthly report plus or minus the adjustment.
- L. *Salary Adjustment: The amount of salary being either added or reduced. Reductions must be placed in parenthesis.
- M. Salary for Period Should Be: The net result of original salary reported on monthly report plus or minus the adjustment.
- N. Net Totals: Enter the net totals for each column. Days and salary adjustment may be negative. Contribution adjustment totals must be positive. Each page must be totaled.
- O. Certification Section: Original signature is required on each report.

NOTICE: Do not use contribution columns unless a check is being submitted with this report.

*Important: All negative adjustments to days and salary must be in parentheses (), as in samples below. Positive and negative entries should not be entered on the same line.

Adjustment Report Label: (RS 5528) One copy of the label must be completed and attached to the first page of the Adjustment Report. Include the total(s) for all pages.

EMPLOYER NAME:	Total Days Adj.	(1 50)
Town of Sample	Total Days Should Be	40 00
TODAY'S DATE:	Total Salary Adj.	(89 00)
08/08/18	Total Salary Should Be	2311 77
	Total Cont. Adj.	6 35
	Total Cont. Should Be	42 35
	Total Report Check Amount	6 35
	Number of Pages in This Report	1

Please type or print clearly
 in blue or black ink

Employer Location Code

□ □ □ □ □ □ □ □

Received Date

□ □ □ □ □ □ □ □ □ □ □ □

**Adjustment Report for
 Pension Integrity Bureau**

RS 5527

(Rev. 03/20)

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

DO NOT COMPLETE THIS FORM IF THIS INFORMATION HAS ALREADY BEEN SUBMITTED ON A SALARY AND SERVICE CERTIFICATION

Employer Name: _____ of _____ Page _____ of _____

NYSLRS ID:	Emp Inst	Member's Name: Last First M.I.	Last 4 digits of Social Security Number:	Report Period Month/Year:	Days Adjustment:	Days for Period Should Be:	Salary Adjustment:	Salary for Period Should Be:
TOTALS								

I certify that the adjustments on this form constitute a true, correct and complete accounting of all such adjustments. They have not been and will not be shown on any other report. I certify that each person actually worked the adjusted number of days or was paid the adjusted amount of salary and that this data was determined according to Part 315 of Title 2 of the New York State Codes, Rules and Regulations.

Certified By: _____ **Title:** _____ **Date:** _____

Telephone Number: _____

All Changes to your monthly report (except reductions in contributions) must be done on this form. For adjustments to loans or service credit purchase, please call 518-474-2987 for instructions.

RETIREMENT SYSTEM USE ONLY

Examined By: _____ **Date:** _____

Please type or print clearly
 in blue or black ink

Employer Location Code

Adjustment Report Label for Pension Integrity Bureau

RS 5528
 (Rev. 09/18)

Received Date

PLEASE COMPLETE THE FOLLOWING:

EMPLOYER NAME: _____

TODAY'S DATE: _____ (MM/DD/YY)

PLEASE DO NOT WRITE IN BOX BELOW

BEFORE YOU MAIL:

1. Totals on this label should only reflect amounts on the attached RS 5527's.
2. Are all negative entries on RS 5527 enclosed in parenthesis?
3. Are positive and negative entries shown in separate lines?
4. Have you enclosed your check for additional contributions reported?
5. Is your check payable to either "New York State and Local Employees' Retirement System" or "New York State and Local Police and Fire Retirement System"?
6. REMEMBER: Do not make negative entries to the Contribution Adj. column on RS 5527. For refunds, see instructions on reverse of RS 5527.

REPORT SEQUENCE #
 STANDARD BATCH JOB: DDADJUST

BATCH NAME: DD _____

OPERATOR: _____ DATE: _____

VERIFIER: _____ DATE: _____

Total Days Adj.	_____
Total Days Should Be	_____
Total Salary Adj.	_____
Total Salary Should Be	_____
Total Cont. Adj.	_____
Total Cont. Should Be	_____
Total Report Check Amount	_____
Number of Pages in This Report	_____

INSTRUCTIONS FOR COMPLETING ADJUSTMENT REPORT LABEL (RS 5528)

EACH REPORT CODE MUST BE REPORTED SEPARATELY.

DO NOT MAKE NEGATIVE ENTRIES TO THE CONTRIBUTION ADJ. COLUMN ON RS 5527.
 FOR A REFUND, SEE INSTRUCTIONS ON REVERSE OF RS 5527.

- Enter the proper name of the public employer in the space provided.
- Enter your employer code (5 digits) in the space provided (header).

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

RS 2417-B

(Rev.04/20)

NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>
					<input type="checkbox"/>		<input type="checkbox"/>



Location Code: _____

Page _____ of _____ (use with form RS 2417-A)



P.O. Box 224 • Pomona, NY 10970
845-639-6161 • www.cmeredithlandscape.com
email: cmiland@aol.com
License #H-08571-18-20

VILLAGE OF POMONA

2023 LANDSCAPE MAINTENANCE CONTRACT

Provide labor, equipment and materials to complete all work in accordance with the schedule below. Services are to be provided beginning April 1, 2023 and ending November 30, 2023:

VILLAGE HALL, CULTURAL CENTER, TENNIS COURTS:

Weekly work to be completed by 5PM on Friday:

A. Village Hall:

1. Mow front strip along side of Route 202, including outside the fence and along side of Camp Hill Road.
2. Pick up roadside trash on three sides.
3. Cut grass, remove fallen branches and debris, clean out drainage in inlet and drainage pipe to lower level of building.

B. Pomona Cultural Center:

1. Cut grass, remove fallen branches and debris.
2. Cut brush around parking lot and keep lot clean of debris. Remove roadside trash.

C. Tennis Courts:

1. Cut grass, remove debris and sweep clean courts on a weekly basis.
2. Empty garbage bucket and replace plastic bag liner.

PARKS

Weekly work to be completed by 5PM on Friday

- A. VandeHende (Tennis Court)
 - 1. Cut grass, remove debris and sweep clean courts on a weekly basis.
 - 2. Empty garbage bucket and replace plastic bag liner.

- B. Tamarack Park
 - 1. Cutgrass and remove all leaves, fallen branches and debris (10 ft. in front of road, length 275 ft.) one weekly basis.

- C. Secor Park
 - 1. Remove debris, litter, fallen branches from park and path sweep wood deck.
 - 2. Mow grass at roadway edge from path to first house of east side.

- D. Burgess Meredith Park
 - 1. Cut grass, pick up and remove all litter, debris, bottles, fallen branches, etc. in entire park including parking lot and Woodfield Road entrance.
 - 2. Empty all trash cans at basketball court and replace plastic bag liner.
 - 3. Mow grass along edge of Brookside Drive from Quaker Road to parking lot.

Between May 5th and May 30th

- 1. Apply brush killer (Roundup or equal) where necessary.

Between August 15th and August 30th

- 1. Apply brush killer (Roundup or equal) where necessary

continued:

TWENTY (20) CUL-DE-SACS:

Jade Court	Emerald Court	Fox Hollow
Hollow Tree Court	Wavey Willow Lane	Burning Bush
Footstep Lane	Pine Court	Linden Court
Aspen Court	Deer Run	Mallard Circle
Brookside Drive	Mt. View Court	Beaver Dam Road
Chamberlain Court	Mabley Court	Arbor Court
Opal Court	Laura Lane	

Weekly work to be completed by 5PM Friday.

- A. Remove all debris, litter, fallen branches, dead shrubs, etc.
- B. Between May 5th and May 30th
 1. Apply brush killer (Roundup or equal) where necessary.
- C. Between August 15th and August 30th
 1. Apply brush killer (Roundup or equal) where necessary.

PASSIVE PARK CLEAN-UP:

April and November clean-up:

Passive parks along the south side of Ladentown Road from Opal Court to Call Hollow Road and Tamarack Park will be cleared of all debris, construction dumping, tires, litter, appliances or any other miscellaneous debris twice a year on or before April 30th and on or before Thanksgiving Day, although most debris is at roadside, the entire park must be clean.

ADDENDUM:

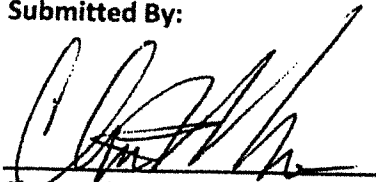
Village of Pomona Landscape Maintenance Contract for the year of 2023
As follows:

For all work as per specifications..... \$17,000.00 (2,125.00/month for 8 months)

Seventeen thousand Dollars per year

Two thousand one hundred twenty-five dollars per month for eight months.

Submitted By:



Christopher Meredith
President

Accepted by the Board of the Village of Pomona

Dated _____ at a regular scheduled meeting attended by a
majority of the Board Members.

SEAL OF THE VILLAGE OF POMONA:

Joel Neuman
7 Aspen Ct, Pomona NY 10970
joelandhanna@gmail.com
845-629-6506

8/31/22

To whom this may be concerned,

I would like request back the \$1,000
engineer escrow for 7 Aspen Ct, Pomona NY
10970 Add a little bit of body text

Thank you

Sincerely yours
Joel Neuman

Joel neuman

Balance - 367.50 ->



VILLAGE OF WOODBURY
BUILDING DEPARTMENT & CODE ENFORCEMENT
Office Location: 455 Route 31, Highland Falls, NY 10920
Mailing Address: P.O. Box 346, Central Valley, NY 10917
Phone: (845) 928-8911, Ext. 31 Fax: (845) 928-7263
E-mail: buildingdepartment@villageofwoodbury.com

SANITATION NOTICE

Dear Woodbury Residents,

Under the current sanitation requirements, residents are not allowed to place garbage, recycling, or green waste out for collection in a container at the curb in clear view not earlier than 3:00 p.m. the day before or later than 4:00 a.m. the day of scheduled collection. All such containers shall be removed from the curbs within a reasonable time after such collection and, in any event, not later than 24 hours after collection. When not in use during the times, containers shall be kept adjacent to the house and/or garage of the residence or located at least 20 feet from the curbline.

Penalties for violations of this article shall be as follows:

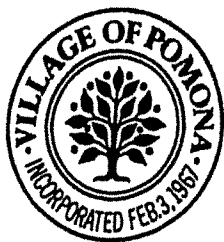
- (1) Fifty dollars for a first violation.
- (2) One hundred dollars for the second violation.
- (3) Two hundred fifty dollars for the third violation and all subsequent violations.

Thank you for helping to keep a clean, organized garbage and recycling program that works for our neighborhood.

Sincerely,

Department of Building & Codes

VILLAGE OF POMONA
100 Ladentown Road
Pomona, NY 10970



Tel: 845-354-0545
Fax: 845-354-0604
e-mail: info@pomonavillage.com
www.pomonavillage.com

OATH OF OFFICE OF INSPECTION OF ELECTION
FOR ELECTION OF OFFICERS FOR
THE VILLAGE OF POMONA

Name BRUCE SIMON
Address 31 UTOPIAN AVE SUFFERN NY 10901
Phone # 845-598-4615

Dear Bruce Simon,

You have been appointed to serve as an inspector of Election for the Village Election which will take place on Tuesday March 21, 2023 from 6am to 9pm at Pomona Village Hall, 100 Ladentown Road Pomona NY. Your presence is required for all hours on Election Day.

Thank you in advance for your consideration and service to the Village.

Chakiera Locust
Village Clerk

VILLAGE OF POMONA
100 Ladentown Road
Pomona, NY 10970



Tel: 845-354-0545
Fax: 845-354-0604
e-mail: info@pomonavillage.com
www.pomonavillage.com

OATH OF OFFICE OF INSPECTION OF ELECTION
FOR ELECTION OF OFFICERS FOR
THE VILLAGE OF POMONA

Name 519 Highview Ave Terry Ann Rahilly
Address Pearl River NY 10965 Lobaton
Phone # 845-825-9073

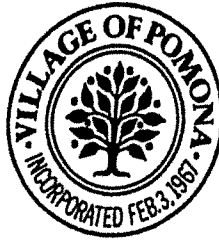
Dear Terry Ann,

You have been appointed to serve as an inspector of Election for the Village Election which will take place on Tuesday March 21, 2023 from 6am to 9pm at Pomona Village Hall, 100 Ladentown Road Pomona NY. Your presence is required for all hours on Election Day.

Thank you in advance for your consideration and service to the Village.

Chakiera Locust
Village Clerk

VILLAGE OF POMONA
100 Ladentown Road
Pomona, NY 10970



Tel: 845-354-0545
Fax: 845-354-0604
e-mail: info@pomonavillage.com
www.pomonavillage.com

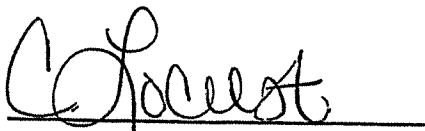
OATH OF OFFICE OF INSPECTION OF ELECTION
FOR ELECTION OF OFFICERS FOR
THE VILLAGE OF POMONA

Name RONALD ALLEN
Address 49 GERARDINE PLACE New City NY. 10956
Phone # 845-520-1099

Dear Ronald Allen,

You have been appointed to serve as an inspector of Election for the Village Election which will take place on Tuesday March 21, 2023 from 6am to 9pm at Pomona Village Hall, 100 Ladentown Road Pomona NY. Your presence is required for all hours on Election Day.

Thank you in advance for your consideration and service to the Village.


Chakiera Locust
Village Clerk

VILLAGE OF POMONA
100 Ladentown Road
Pomona, NY 10970



Tel: 845-354-0545
Fax: 845-354-0604
e-mail: info@pomonavillage.com
www.pomonavillage.com

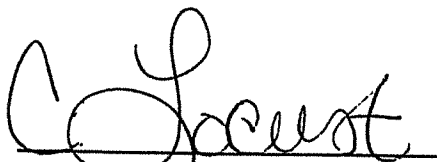
OATH OF OFFICE OF INSPECTION OF ELECTION
FOR ELECTION OF OFFICERS FOR
THE VILLAGE OF POMONA

Name JOAN ASCH
Address 8 MARIAN DR, Montebello, NY 10901
Phone # (914) 522-8612

Dear Joan Asch,

You have been appointed to serve as an inspector of Election for the Village Election which will take place on Tuesday March 21, 2023 from 6am to 9pm at Pomona Village Hall, 100 Ladentown Road Pomona NY. Your presence is required for all hours on Election Day.

Thank you in advance for your consideration and service to the Village.


Chakiera Locust
Village Clerk