

EXHIBIT I

Agreement

dated this 30th day of November, 2017

BETWEEN:

Vaad HaEruv of Rockland

AND

Bergen Rockland Eruv Association

THIS AGREEMENT, made as of the 30th day of November, 2017 by and between the **VAAD HAERUV OF ROCKLAND** (the “Vaad HaEruv”), with an address of 51 Ashel Lane, Monsey, New York, 10952, and **BERGEN ROCKLAND ERUV ASSOCIATION** (“BREA”), with an address at 32 Hillside Avenue, Airmont, New York, 10952. Collectively, the Vaad HaEruv and BREA are referred to as the “Parties.”

WHEREAS, the Vaad HaEruv has previously entered into a License Agreement with Orange and Rockland Utilities, Inc. (“O&R”) for the expansion of an Eruv by attaching Lechis on certain utility poles located in Bergen County, New Jersey (the “License Agreement”);

WHEREAS, BREA wishes to expand an Eruv within the Borough of Upper Saddle River, New Jersey, the Borough of Montvale, New Jersey, and the Township of Mahwah, New Jersey;

WHEREAS, the Vaad HaEruv maintains volunteers, employees, or independent contractors experienced and capable of attaching, maintaining, and inspecting Lechis;

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement the Parties agree as follows:

1. **Attachment of the Lechis** – The Vaad HaEruv, or its agents, have attached and/or will attach Lechis on certain utility poles (the “Poles”), designated in Exhibit A attached hereto, as well as any other construction necessary for the implementation of an Eruv in the area designated in Exhibit B attached hereto. The attachment of the Lechis is hereinafter referred to as the “Project.” Exhibit A may be modified from time to time as additional utility poles are added or removed from the Project.


2. **Cost** – BREa will pay the costs of the Vaad HaEruv for the Project provided the total cost of the Project does not exceed \$35,000.00. These costs will be paid as requested by the Vaad HaEruv in installments for work as needed on the Project. If the Project is not completed, any funds provided by BREa not yet expended on the Project shall be refunded to BREa within thirty days.
3. **License Fees** – BREa will provide payment to the Vaad HaEruv designated for the license fees to O&R for the Poles. Payments by BREa for the license fees for the Poles must be segregated from the general funds of the Vaad HaEruv and the Vaad HaEruv will provide such payments to the applicable utility company in such a manner as to make clear that the payments were provided by BREa for the license fees for the Poles. In the event that additional poles are added to Exhibit A, BREa agrees to provide payment to the Vaad HaEruv in the manner described in this paragraph.
4. **Completion** – Upon completion of the Project, the Vaad HaEruv will inform BREa and final inspection of the Project will be made by BREa and the Vaad HaEruv together at an agreed upon time and in an agreed upon manner. If, upon final inspection, BREa determines that the Project has been completed to BREa’s satisfaction, BREa will pay the Vaad HaEruv any outstanding costs of the Project.
5. **Notifications** – The Vaad HaEruv agrees to notify BREa immediately of any delays of any kind including but not limited to government interference with the Project, and other scheduling issues.
6. **Assignment of Litigation Rights** – In connection with any litigation brought by BREa against any government or private entity other than the Vaad HaEruv, including pending litigations or future litigations, the Vaad HaEruv hereby assigns its litigation rights under the License Agreement with respect to the Poles of the Project to BREa such that BREa will stand in the Vaad HaEruv’s place in any federal, state, municipal courts or administrative hearings, including but not limited to zoning board hearings. BREa agrees to indemnify, defend and hold harmless the Vaad HaEruv against any and all litigation costs, losses, liabilities or expenses arising out of any litigation BREa engages in pursuant to this section.
7. **Weekly Inspection Services** – The Vaad HaEruv agrees to provide BREa with weekly inspection services of the Eruv upon its completion for a period of one year. This provision shall be renewed automatically on a rolling basis from year to year unless one of the Parties informs the other in writing that it is not renewing these services. BREa shall pay the Vaad HaEruv \$12,000.00 for each year of weekly inspection services. BREa agrees to pay the Vaad HaEruv for any repairs necessary pursuant to the weekly

inspections. Repairs shall cost between \$75 and \$125 per pole depending on the work required.

8. **Complete Agreement** – This Agreement constitutes the entire agreement between the Parties and there are no further items or provisions either oral or otherwise.
9. **No Oral Modification** – This Agreement cannot be modified in any way except in writing signed, including e-signature, by both Parties.

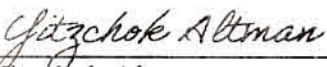
IN WITNESS WHEREOF each the parties have executed this Agreement on this 30th day of November, 2017 by its duly authorized representative.

VAAD HA'ERUV OF ROCKLAND



Rabbi Chaim Steinmetz

BERGEN ROCKLAND ERUV ASSOCIATION



Yitzchok Altman
Director