AGENDA
Cornwall Town Board
Regular Meeting
Tuesday, June 16, 2026
7:00 p.m.
FINAL

Pledge of Allegiance

Public Comment on Agenda Items – 3 Minute Limit

Approval of Minutes: May 12, 2026 Work Session, May 19, 2026 Regular Meeting

Agenda Items

1. Cornwall & New Windsor EMS Recognition
2. Zoning Change Request – Shore Road – Presentation
3. Traffic Safety - Update
4. **Action Item** - Correction of Resolution Dated May 19 2026
5. **Action Item** - Helpsy Bin for Municipalities
6. **Action Item** – Introduce Local Law & Schedule Public Hearing: "No Parking" Designation – Academy Avenue Extension
7. **Action Item** – Introduce Local Law & Schedule Public Hearing – Land Use Moratorium
8. **Action Item** - Special Events Permits
    a. Chamber of Commerce Summer Block Party, Fall Festival & Halloween Spooktacular
    b. Storm King Decision – July 11th Event
    c. Storm King Fun Run
9. **Action Item** - Independent Living Inc & Town of Cornwall MOU & BAA
10. **Action Item** - Resolution - 2025 Justice Court Audit
11. **Action Item** - Resolution – Authorize Acceptance of Sands Ring Museum Trust Bequests
12. **Action Item –** Resolution – Appoint Counsel to Prosecute Cases Related to the Licensing & Control of Dogs Pursuant to Chapter 77 of the Cornwall Town Code & NYS Agriculture and Markets Law
13. **Action Item** - Security Upgrades: Additional Security Cameras
14. **Action Item** - Fail Safe Technologies Renewal
15. **Action Item** - Millennium Strategies – Water Quality Improvement Program (WQIP) Grant Proposal
16. **Action Item** - CDBG Urban County Participation
17. **Action Item** – Re-Adoption of Bond Resolution – Sanitation Truck
18. Items Received After Final Agenda Publication

AGENDA
Cornwall Town Board
Regular Meeting
Tuesday, June 16, 2026
7:00 p.m.
FINAL

Public Comment – 3 Minute Limit

Committee Reports

-Town Board Member Liaison Reports

-Supervisor's Updates

Adjournment

Agenda Item #1

Agenda Item #2

MNTM
Mercurio-Norton-Tarolli-Marshall
ENGINEERING - LAND SURVEYING

45 Main Street · P.O. Box 166
Pine Bush, New York 12566
Tel: (845) 744-3620
Fax: (845) 744-3805
Email: mntm@mntm.co

Lawrence J. Marshall, P.E. Timothy J. Martz, L.S. Zachary A. Peters, P.E.

June 5, 2026

Joshua T. Wojehowski
Supervisor
Town of Cornwall
183 Main Street
Cornwall, NY 12518
also via email: supervisor@cornwallny.gov

Re: Job No. 5045-SE
Tax Parcels: 9-1-39
Sloop Hill Road
Town of Cornwall
Zoning Change

Dear Supervisor Wojehowski:

Enclosed please find the following items in reference to the above-captioned project:

1. Ten (10) copies of the Conceptual Development Plan

The owners of Town of Cornwall Tax Parcel Section 9, Block 1, Lot 39, Patrick and Matthew Callahan of P7 & M11, LLC, formally request the zoning for their parcel on Shore Road be modified to allow high density residential development.

The current zoning for the parcel is Mountain and Conservation Residence District (MCR) which has limited development potential. Tax Parcel 9-1-39 is the only parcel located in the MCR zoning district along Shore Road. The nearest parcel located in the same district is nearly 1.3 miles away on the opposite side of the Village of Cornwall-On-Hudson. While a majority of the parcel is not easily developed due to terrain, wetland, floodplains, and the Idlewild Creek, the upland portion of the site located at the terminus of Sloop Hill Road and along Shore Road would support a high-density, residential development. The proximity to NYS Route 9W and views of the Hudson River would make the parcel a very desirable location for residences. The owners would like the ability to develop a residential property that would benefit the Town of Cornwall and improve a section of waterfront property.

As a New York State certified Pro-Housing Community, this requested zoning change would assist the Town of Cornwall in meeting the goals of the New York State Homes and Community Renewal.

The owner and a representative from Mercurio-Norton-Tarolli-Marshall, Engineering & Land Surveying, PC would like to present the enclosed plan at the next available Town Board meeting

to discuss the development potential of the parcel and possible zoning changes. Please advise of the date and time of the next Town Board meeting we may attend.

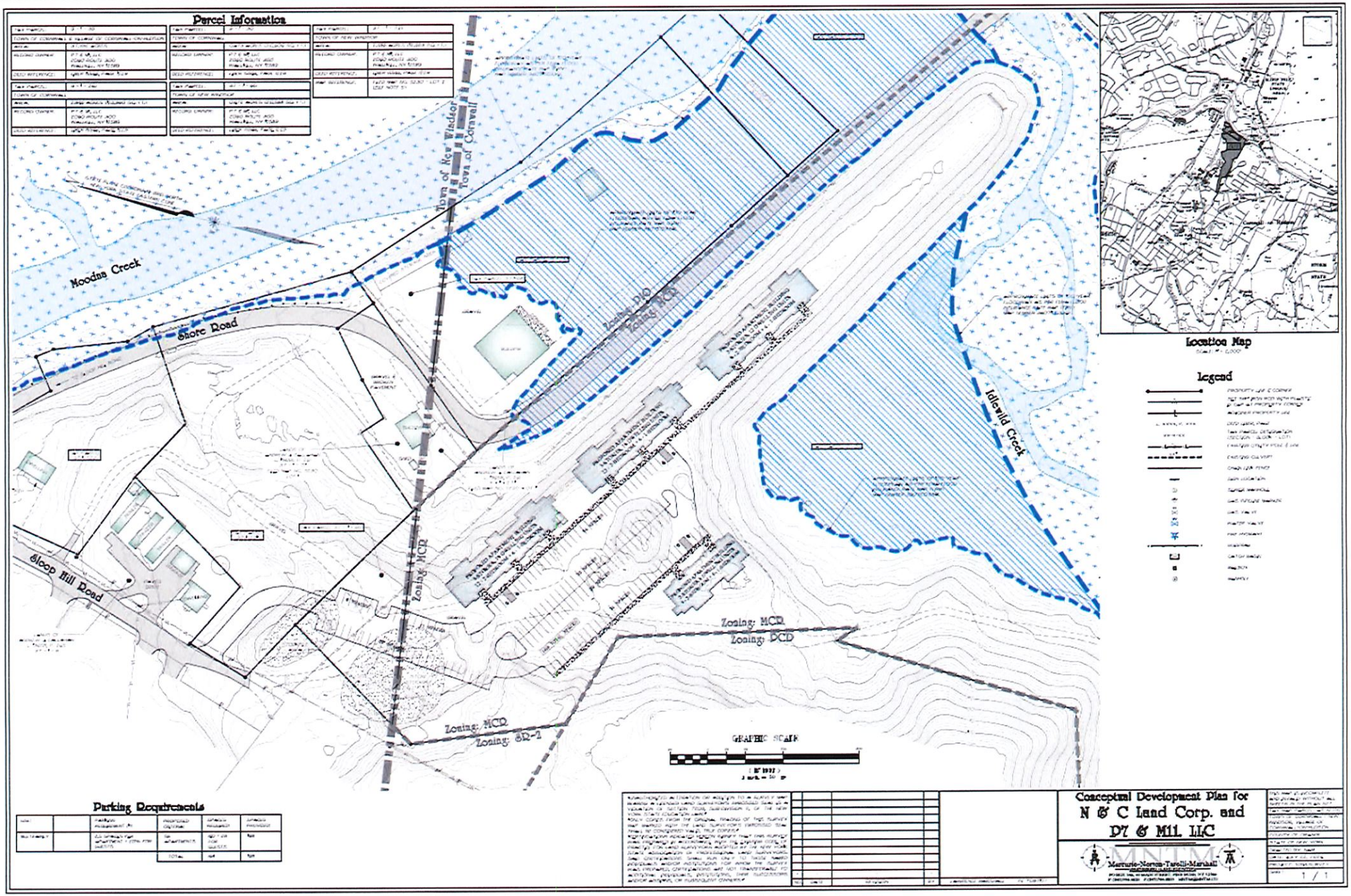
If you have any questions or concerns, please feel free to contact me at (845) 744-3620, or by email at lmarshall@mntm.co.

Sincerely,

Lawrence Marshall, P.E.

LM/lm

cc: Patrick Callahan


Parcel Information
Moodna Creek
Shore Road
Sloop Hill Road
Town of New Windsor
Town of Cornwall
Zoning: PID
Zoning: MCR
Zoning: MCR
Zoning: MCR
Zoning: DCD
Zoning: MCR
Zoning: SR-1
Idlewild Creek
Location Map
Legend
GRAPHIC SCALE
Parking Requirements
Conceptual Development Plan for
N & C Land Corp. and
D7 & Mil, LLC
Mercurio-Norton-Tarolli-Marshall

Agenda Item #3

Secretary Cornwall

From: Tom Gschwind
Sent: Monday, June 15, 2026 7:45 AM
To: Joshua Wojehowski; Timothy McCarty
Cc: Secretary Cornwall
Subject: traffic study ny-32

To Whom It May Concern:

I am writing to formally request that the New York State Department of Transportation conduct a comprehensive traffic engineering and safety study of New York State Route 32 between the Town of Cornwall town line (just south of the Five Corners area) and the Town of Woodbury town line near Maranatha Lane.

This section of NY Route 32 is currently posted at 55 MPH in both directions for much of its length. In my opinion, the current speed limit does not adequately reflect the roadway conditions, the number of intersecting roads and driveways, the limited sight distances at many locations, or the level of residential and local traffic activity along this corridor.

There are numerous intersections along this stretch where motorists entering or crossing NY Route 32 have extremely limited visibility due to roadway geometry, elevation changes, curves, and approach angles. Several of these intersections present significant safety concerns:

• Beakes Road / Holloran Road and NY Route 32 – This three-way intersection requires motorists to enter or cross a three-lane highway with traffic routinely traveling at or above 55 MPH. The configuration creates a particularly challenging and potentially hazardous situation.

• Orrs Mills Road and NY Route 32 – Motorists attempting to enter Route 32 have very limited sight distance, estimated at approximately 250 feet in some directions, while approaching vehicles are often traveling at highway speeds.

• Juenger Road and NY Route 32 – The intersection meets Route 32 at an acute angle, making it extremely difficult for motorists to safely observe northbound traffic without pulling significantly into the roadway.

• Angola Road / Pleasant Hill Road and NY Route 32 – This four-way intersection presents what many local residents consider one of the most dangerous locations along the corridor. Sight distances are limited in both directions, estimated at less than 300 feet, forcing motorists to make decisions with little reaction time available.

• Hess Road and NY Route 32, and Creamery Hill Road and NY Route 32 – These intersections present similar challenges to Juenger Road, with poor approach angles and restricted visibility for drivers attempting to enter the state highway.

In addition to these public road intersections, there are approximately eleven private roads and numerous residential driveways that require vehicles to enter and exit Route 32. There are also several school bus stops located along this corridor, requiring children and parents to interact with traffic traveling at highway speeds.

Further increasing traffic activity are two daycare facilities located along this stretch of roadway, generating regular pickup and drop-off traffic throughout the day. The corridor also includes a highway sanitation facility situated near a location with limited visibility, where garbage trucks and dump trucks frequently enter and exit Route 32. Residents have reported numerous close calls involving these vehicles and through traffic.

Recent events further highlight the need for a safety review. A fatal incident occurred last week when a resident was struck by a vehicle while at his mailbox. While the circumstances of any individual crash require formal investigation, this tragedy has intensified community concerns regarding vehicle speeds and overall roadway safety along this section of Route 32.

Given the combination of high operating speeds, limited sight distances, school bus activity, daycare traffic, residential access points, commercial vehicle movements, and the number of challenging intersections, I respectfully request that NYSDOT:

1. Conduct a comprehensive traffic engineering and safety study of this corridor.
2. Perform a speed study and evaluate whether the current 55 MPH speed limit remains appropriate.
3. Consider reducing the speed limit to 40 MPH or 45 MPH through all or portions of this section.
4. Evaluate the need for additional warning signs, intersection signage, flashing beacons, speed feedback signs, pavement markings, and other traffic-calming or safety measures.
5. Review crash history, traffic volumes, sight-distance limitations, and roadway geometry at the intersections identified above.
6. Coordinate with the New York State Police regarding enhanced traffic enforcement and speed enforcement within this corridor.

I appreciate your attention to this matter and respectfully request a written response regarding whether NYSDOT intends to review this section of Route 32 and what steps may be taken to address these ongoing safety concerns.

Thank you for your consideration.

Sincerely,

Tom Gschwind
Highway Superintendent
Town of Cornwall | Orange County, NY
(845) 534 2171 office | (845) 549 3264 cell
Tgschwind@cornwallny.gov

Agenda Item #4

Correction of Resolution Dated 5/19/2026

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF CORNWALL AUTHORIZING CERTAIN TRANSFERS AND APPOINTMENTS WITHIN THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, upon the request and recommendation of the Superintendent of Highways, the Town Board finds that it is necessary to authorize certain employee transfers and appointments as noted below for the efficient operation of the Town's Department of Public Works:

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the following employee transfers and appointments are hereby authorized effective as of May 22, 2026 in accordance with any applicable collective bargaining agreement and applicable probationary periods, provided that all background and medical checks as may be required are satisfactorily completed and that all appropriate documentation is submitted and accepted by the Orange County Department of Human Resources-Civil Service Department:

1. Ray Romero: Transfer from Highway Laborer to Sanitation Laborer. ~~No salary change.~~ At a salary in accordance with the collective bargaining agreement

2. Joe DiGregorio: Transfer from Sanitation Laborer to Highway Laborer. ~~No salary change.~~ At a salary in accordance with the collective bargaining agreement

3. John George: Appointment as Sanitation Laborer at a salary in accordance with the collective bargaining agreement.

4. Wallace Kirkpatrick: Appointment as Highway Temporary Summer Position at a salary of $22.93.

5. Dylan Hayes: Appointment as Highway Temporary Summer Position at a salary of $22.93.

6. Brian Fischer: Appointment as Buildings and Grounds Temporary Summer Position at a salary of $22.93.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Mary A. Heed, Councilwoman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsha Michael-Razi , Councilwoman, voting _____

Irwin Gold, Councilman, voting _____

Joshua Wojehowski, Supervisor, voting_____

Agenda Item #5

Helpsy

About Us

Helpsy is a textile collection and sorting company on a mission to keep clothes out of the trash and in circulation.

Each year, over 85% of clothing ends up in the trash, more than 100 pounds per person in the U.S. alone, making up nearly 10% of our landfills. We exist to change that.

Helpsy is a Certified B Corporation and Public Benefit Corporation with a mission to keep clothes out of the trash, create honorable work, and operate a profitable, sustainable business. In partnership with over 1,500 communities, businesses, and nonprofits, we collect more than 100,000 pounds of clothing every day.

We give those items a second life through resale, reuse, and recycling, supplying environmentally responsible goods to thrift stores, resellers, and partners around the world. Every item that passes through our system is part of a larger effort to reduce waste and build a more sustainable fashion ecosystem.

But our impact goes beyond clothing.

We believe business can and should be a force for good. Helpsy is proud to be a second-chance employer and a company where every employee is a shareholder. We create honorable work, invest in our team, and partner with communities to make a real difference.

When you buy from Helpsy, you're not just sourcing inventory, you're helping keep textiles in use, supporting jobs, and reducing environmental impact.

Helpsy will Collect Your Community's Textile Waste... and Pay You for it.

Helpsy is the official textile recycling partner of 48 municipalities, including Boston, Cambridge, Stamford, and Toms River.

In 2023, we diverted 15,000 tons of textile waste, saving municipalities about $1.3 million in tipping fees. In addition, we pay royalties to our partner municipalities and provide full transparency on what we collect from your community. As a municipal partner, you can choose to work with us by hosting clothing bins, adding textiles to your waste diversion events, and/or working with Helpsy to provide free curbside textile collection to your community.

Helpsy does not charge for any municipal services, we provide all equipment and are fully-insured. Our employee-owners earn living wages, we support community organizations, and we can provide free on-demand services for your community. Helpsy welcomes you to visit any of our facilities to see and discuss our work.

Helpsy

Certified B Corporation

Primary Contact	Name	Phone	Email
Mailing Address Street, City, State, Zip			
Container Location Name			
Container Location Street, City, State, Zip			
Secondary Contact	Name	Phone	Email
Collection Container Currently on Property? (circle one)	**YES NO**	Company Name:	

Permission to Place Container(s)

Helpsy®, ("We" or "Us") a for-profit Certified B Corporation, hereby enters into this agreement with the entity named above ("You") for Helpsy to place _____ collection container(s) with Your authorization.

This agreement shall begin on _____ and last for 1 year, with automatic annual renewals, and can be canceled by either You or Us with 30 days' notice to You at the email above or Us at info@helpsy.co.

Helpsy agrees that it will comply with all container regulations, and will promptly and routinely empty the container(s). Helpsy has your permission to remove all competing containers.

Helpsy Representative Nicole Pellagrino	Signature	Date
Organization Representative	Signature	Date

Notes:

v20181112

Agenda Item #6

TOM GSCHWIND
Superintendent of Highways
tgschwind@cornwallny.gov

Tel **(845) 534-2171**
Fax **(845) 534-2901**
Cell **(845) 549-3264**

Mail: **183 Main Street**
Cornwall, NY 12518

Office: **1880 NYS Route 32**
Mountainville, NY 10953

ORANGE COUNTY, NEW YORK

To: Supervisor Wojehowski & Town Board

Date: May 26th 2026

From: Tom Gschwind, Highway Superintendent

Re: Request for "No Parking" Designation – Academy Avenue Extension

Mr. Wojehowski,

I am requesting that the Town Board consider designating Academy Avenue Extension as a "No Parking" street. Academy Avenue Extension is an older access road that measures approximately 12 feet in width at its widest points. Due to the narrow nature of the roadway, vehicles parked along the shoulders significantly restrict travel and, in many cases, make the road nearly impassable for normal traffic.

As this is a Town-maintained roadway, the Highway Department is responsible for snow plowing and year-round maintenance. In addition, residential garbage collection services are provided to homes located on this road. Parked vehicles create substantial operational and safety concerns for highway equipment, emergency access, sanitation vehicles, and residents attempting to travel the roadway.

Given the non-conforming width of the road and the recurring access issues caused by on-street parking, I believe a "No Parking" designation is necessary to maintain safe and reliable access for residents, Town services, and emergency responders.

I respectfully request that the Town Board review this matter and consider adopting a local law or resolution prohibiting on-street parking along Academy Avenue Extension.

Thanks,

Tom Gschwind

Highway Superintendent

NEW YORK STATE | Department of State
Corporations, State Records & UCC

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
dos.ny.gov

Local Law Filing

Pursuant to Municipal Home Rule Law §27

Local Law Number ascribed by the legislative body of the local government listed below:

_____ of the year 2026

Local Law Title:

A LOCAL LAW AMENDING CHAPTER 143, SECTION 143-30 OF THE TOWN CODE OF THE TOWN OF CORNWALL, NEW YORK, ESTABLISHING A NO PARKING ZONE ON ACADEMY AVENUE EXTENSION WITHIN THE TOWN

Be it enacted by the Town Board of the
(Name of Legislative Body)

☐ **County** ☐ **City** **XX Town** ☐ **Village**
(Select one)

Of Cornwall, Orange County, New York **as follows on the attached pages:**
(Name of Local Government)

For Office Use Only

Department of State Local Law Index Number: _____ of the year 20 ____

(The local law number assigned by the Department of State for indexing purposes may be different from the local law number ascribed by the legislative body of the local government.)

TOWN OF CORNWALL
INTRODUCTORY LOCAL LAW NO. ___ OF 2026

A LOCAL LAW AMENDING CHAPTER 143, SECTION 143-30 OF THE TOWN CODE OF THE TOWN OF CORNWALL, NEW YORK, ESTABLISHING A NO PARKING ZONE ON ACADEMY AVENUE EXTENSION WITHIN THE TOWN

Be it enacted by the Town Board of the Town of Cornwall, County of Orange, State of New York, as follows:

Section 1. This Local Law is enacted pursuant to Section 1660 of the NYS Vehicle and Traffic Law for the purpose of effecting public safety on certain Town highways as set forth below.

Section 2. The Town of Cornwall Code Chapter 143. VEHICLES AND TRAFFIC, Section 143-30. Parking Prohibited At All Times Except as Signed shall be and hereby is amended by this Local Law as follows:

Add to the list of enumerated locations the following text:

Name of Street	Side	Location
Academy Avenue Extension	Both	Entire Street

Section 3. Separability

If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law or the application thereof to other persons or circumstances, and the Town Board of the Town of Cornwall hereby declares that it would have passed this Local Law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 4. Superseding Provision.

To the extent that New York State Town Law fails to provide specific authority for this Local Law or the procedures necessary for its adoption, or otherwise appear to be in conflict with this Local Law or the procedures followed for its adoption, then such laws are hereby superseded by this Local Law pursuant to New York Municipal Home Rule Law and the common law of vesting.

Section 5. Repeal

All ordinances, local laws and parts thereof inconsistent with this Local Law are hereby repealed.

Section 6. Effective Date

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

Local Law Filing

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto ascribed as local law number ____ of 2026 of the Town of Cornwall was duly passed by the Town Board on _____, 2026 in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was
(Name of Legislative Body)
(approved)(not approved)(repassed after disapproval) by the _____
(Elective Chief Executive Officer)*
on _____ 20____ in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was
(Name of Legislative Body)
(approved)(not approved)(repassed after disapproval) by the _____ on
(Elective Chief Executive Officer)*
_____ 20____.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____ in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was
(Name of Legislative Body)
(approved)(not approved)(repassed after disapproval) by the _____ on
(Elective Chief Executive Officer)*
_____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____ in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

~~5. (City local law concerning Charter revision proposed by petition.)~~

~~I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20 ____ of the City of _____ having submitted to referendum pursuant to the provisions of Section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20 ____ became operative.~~

~~6. (County local law concerning adoption of Charter.)~~

~~I hereby certify that the local law annexed thereto, ascribed as local law number _____ of 20 ____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20 ____ pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.~~

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in the paragraph 1 above.

_____
Jennifer McCormick, Town Clerk

(Seal)

_____
(Date)

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF CORNWALL SCHEDULING TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER A LOCAL LAW AMENDING CHAPTER 143 OF THE TOWN CODE TO PROHIBIT PARKING ON ACADEMY AVENUE EXTENSION

WHEREAS, there has been introduced before the Town Board of the Town of Cornwall, a local law entitled "A Local Law Amending Chapter 143, Section 143-30 Of The Town Code Of The Town Of Cornwall, New York, Establishing A No Parking Zone On Academy Avenue Extension Within The Town"; and

WHEREAS, the Town Board wishes to schedule a public hearing for July 14, 2026 at 7:00 pm to consider the adoption of the foregoing proposed Local Law; and

WHEREAS, said proposed Local Law is listed as a Type II Action under Section 617.5(c)(26) of the State Environmental Quality Review Act (SEQRA) and is not subject to further review under SEQRA

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that a public hearing be held by the Town Board on July 14, 2026 at 7:00 p.m. with respect to the proposed Local Law; and it is further

RESOLVED, that the Town Clerk is hereby authorized and directed to cause public notice of said hearing to be given as provided by law.

_____ presented the foregoing resolution which was

seconded by _____,

The vote on the foregoing resolution was as follows:

Mary A. Heed, Councilwoman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsha Michael-Razi , Councilwoman, voting _____

Irwin Gold, Councilman, voting _____

Joshua Wojehowski, Supervisor, voting_____

Agenda Item

#7

TOWN OF CORNWALL, COUNTY OF ORANGE, STATE OF NEW YORK

INTRODUCTORY LOCAL LAW NO. ____ OF THE YEAR 2026

A LOCAL LAW ESTABLISHING AN ADDITIONAL SIX (6) MONTH MORATORIUM ON THE SUBMISSION AND PROCESSING OF APPLICATIONS FOR LAND USE APPROVALS WITHIN THE TOWN OF CORNWALL.

Be it enacted for a period of six (6) months by the Town of Cornwall as follows:

Section 1. Intent and Authority

This Local Law is adopted pursuant to the provisions of the Municipal Home Rule Law of the State of New York and Article 16 of the Town Law of the State of New York, with the procedural provisions of the Municipal Home Rule Law controlling.

Section 2. Short Title

This Local Law shall be known as: "The Town of Cornwall Development Moratorium Continuation Law of 2026."

Section 3. Definitions

"Code" means the Town of Cornwall Code.

"Land Use Approval" means any approval issued by the Planning Board for subdivisions, site plans, and special use permits, clearing and grading permits, as well as road opening or driveway permits issued by the Town Highway Superintendent.

"Plan" means the Town of Cornwall Comprehensive Plan, adopted on November 25, 2003 and updated on April 11, 2005, March 13, 2012 and May 22, 2019.

"Town" means the Town of Cornwall.

"Town Board" means the Town Board of the Town of Cornwall.

"Town Clerk" means the Town Clerk of the Town of Cornwall.

Section 4. Legislative Purpose

A. The purpose of this Local Law is to enable the Town to prevent the submission and processing of any applications for Land Use Approvals within the Town for a reasonable time pending the Town Board's completion and adoption of an update to the Plan.

B. It is further the purpose of this Local Law to fulfill the Town's constitutional, statutory, and legal obligations to protect and preserve the public health, welfare, and safety of the citizens of the Town, as well as to protect the value, use and enjoyment of property in the

Town by temporarily prohibiting the submission and processing of applications for Land Use Approvals within the Town.

C. The Town Board finds that the following concerns must be considered with respect to the Plan and present land use regulations of the Town and the possible adoption of regulations with respect thereto:

1. The regional and national economic environment has changed since the adoption of the Plan in 2003 and as updated since, most recently on March 22, 2019, as have the Town's residential and commercial markets.

2. Given the volatile economic climate in the region since the adoption of and updates to the Plan, there is the possibility that existing large institutions, including the New York Military Academy, may experience financial difficulties that prevent continued operation; thus, possible future changes in land use need to be considered for those and other locations within the Town.

3. The Town's current infrastructure and utility capacity may not be adequate to accommodate future potential land uses.

4. There may not be sufficient land area within designated commercial districts along NYS 9W and Route 94 to facilitate a vibrant commercial area within the Town.

5. The natural resources of the Town may not be adequately protected by the Plan or current land use regulations.

6. The scenic, environmental and aesthetic attributes of the Town as they relate to the use of land in the Town for residential, recreational, institutional and tourism purposes and the potential negative impact thereon by certain uses currently permitted under the Plan and the Code should be considered.

7. The need for additional recreational space, and improvements to existing spaces, should be considered.

8. The Town Board desires to protect the aesthetic and scenic resources within the Town. An up-to-date Comprehensive Plan is essential to protecting the long-term health, safety, and welfare of the Town residents.

D. That the submission and processing of applications for Land Use Approvals within the Town without first addressing the above factors may have a permanent, significant, and substantial negative impact on the nature and quality of life in the Town and on the health, safety, general welfare, and comfort of its residents.

E. That to preserve the resources and character of the Town, to consider further the concerns of the residents and property owners of the Town, and to address further the needs of those residents and property owners, the Town finds that it requires time to study the impacts, effects, and regulation of development within the Town.

F. The Town Board created a new Comprehensive Plan Committee to consider the existing Comprehensive Plan, and to prepare a current update to the Plan based on current conditions within the Town and region, taking into account public input from Town residents and other interested stakeholders. The Comprehensive Plan Committee completed a draft Comprehensive Plan Update and has referred it to the Town Board for its consideration and public review. On May 21, 2026 the Town Board convened a public hearing on the draft Comprehensive Plan Update, and the Town Board shall continue that public hearing as it considers the draft and the public's comments on the draft Plan Update.

G. A Comprehensive Plan serves as the foundational policy document guiding land use, zoning, infrastructure investment, and community character, and as a result it is essential that major development decisions made during this update process not conflict with the emerging vision or policy framework. Without a temporary moratorium, there is a risk that applications inconsistent with the anticipated direction of the new Plan could be approved, undermining its goals before they are even adopted. The moratorium extension would provide the Town with the additional time required to evaluate land use applications against updated community priorities without being locked into outdated policy and regulatory frameworks.

H. A moratorium ensures fairness and predictability for both applicants and residents by establishing a clear, temporary rule applicable to all. It avoids the appearance of favoritism or piecemeal decision-making while allowing the Comprehensive Plan Committee to engage meaningfully with the residents and stakeholders in a process that is not overshadowed by ongoing development pressure.

I. The Town Board hereby finds that a moratorium extension of six (6) months duration, coupled with exceptions as enumerated below, and a hardship waiver procedure and mechanism for persons seeking Land Use Approvals within the Town, will achieve the balancing of interests between the public need to safeguard the resources and character of the Town, the health, safety and general welfare of its residents, and the rights of individual property owners, persons, or businesses engaging in various development activities during such period.

Section 5: Imposition of Moratorium

J. For a period of six (6) months from and after the effective date of this Local Law, except as provided in Sections 6 and 7 below: (i) no new applications for Land Use Approvals shall be accepted or processed by the Town; and (ii) no previously submitted applications for Land Use Approvals will be further processed by the Town.

K. The Town Board may, by resolution, extend the duration of this moratorium for additional periods of ninety (90) days each, if the Town Board determines that such extensions are necessary to complete the Plan Update and any associated revisions to the Code.

Section 6: Exceptions

L. This Local Law shall not apply to the following:

1. Applications before the Town Planning Board for which there has been issued a preliminary or conditional final Land Use Approval before the effective date of this Local Law.

2. Applications seeking the amendment of any previously issued preliminary or conditional final Land Use Approval, provided that such approval has (1) not expired, and (2) will not result in the potential for one or more significant impacts to the environment.

3. Any pending Planning Board application for which SEQRA has been completed (i.e., the adoption of a negative declaration or SEQRA Findings Statement).

4. Applications that are classified as Type II actions under SEQRA.

5. Applications for approval of lot line changes and minor subdivisions of no more than two (2) lots.

6. Applications for site plans or site plan amendments resulting in less than 5,000 square feet of disturbance.

7. Applications for site plans or site plan amendments resulting in less than 10,000 square feet of disturbance located within the Town's General Commercial, Highway Commercial, or Planned Commercial Districts.

8. Applications relating to wireless telecommunications facilities within the Town pursuant to Code Section 158-22.1 et seq.

9. Applications for building permits for any structure that does not require Planning Board approval.

10. Applications for road opening or driveway permits issued by the Town Highway Superintendent, provided that any such permit is issued simultaneously with a building permit for any exception listed herein.

Section 5. Alleviation of Extraordinary Hardship

A. The Town Board may authorize exceptions to the moratorium imposed by this Local Law when it finds, based upon evidence presented to it, that deferral of action on an application for a Land Use Approval would impose an extraordinary hardship on a landowner or applicant.

B. An application for an exception based upon extraordinary hardship shall be filed with the Town Clerk, including a fee of one thousand and 00/100 Dollars ($1,000.00) for each tax map parcel claimed to be subject to extraordinary hardship, by the landowner or the applicant, upon the consent of the landowner. The application shall provide a recitation of the specific facts that are alleged to support the claim of extraordinary hardship and shall contain such other information and/or documentation as the Town Board or its designee, shall prescribe as necessary for the Town Board to be fully informed with respect to the application.

C. A public hearing on any application for an exception to this Local Law based upon extraordinary hardship shall be held by the Town Board at a meeting of the Town Board no later than forty-five (45) days after the complete application for extraordinary hardship has been filed with the Town Clerk. The Town Board shall determine, by motion duly adopted, when an application based upon extraordinary hardship is complete.

D. In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Board shall consider the following criteria:

1. The extent to which the proposed development activity would cause significant environmental degradation, adversely impact adjacent natural resource areas, public health, comfort or safety concerns and/or have a negative impact upon the Town, considering the factors set forth in Section 4 of this Local Law.

2. Whether the moratorium will expose a property owner or applicant to substantial monetary liability to a third person or would leave the property owner or applicant completely unable, after a thorough review of alternative solutions, to have a reasonable alternative use of the property.

3. The extent to which actions of the applicant were undertaken in good faith belief that the proposed development would not lead to significant environmental degradation, undue adverse impacts on public health or safety, and/or have a negative impact upon the Town of Cornwall considering the factors set forth in Section 4 of this Local Law.

E. Mere delay or concern that regulations may be adopted or that the Plan may be amended is insufficient to constitute an extraordinary hardship under this section.

F. At the conclusion of the public hearing and after reviewing the evidence and testimony placed before it, the Town Board shall, in its sole discretion, act upon the application for an exception based upon extraordinary hardship. The Town Board may approve, deny or approve in part and deny in part the application being acted upon.

Section 6. Penalties

A violation of this Local Law is hereby declared to be an offense punishable by a fine not to exceed $250.00 or imprisonment for a period not to exceed fifteen (15) days, or both such fine and imprisonment, together with any other civil remedies available at law.

Section 7. Superseding and Repealer Provisions

This Local Law shall supersede the applicable sections of Article 16 of the Town Law, including, but not necessarily limited to Sections, 130, 261, 262, 263, 264, 265, 267, 268, 269 and 274-a, and Executive Law Section 381 to the extent inconsistent with the same and to the extent permitted by the New York State Constitution, the Municipal Home Rule Law or any other statute determined to be in conflict with the provisions hereof.

Section 8. Validity

In the event that any section, sentence, clause or phrase of this Local Law is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall in no way affect the validity of the remaining portions of this Local Law.

Section 9. Effective Date

This Local Law shall become effective upon filing with the Secretary of State of the State of New York subsequent to having been duly adopted by the Town Board.

I hereby certify that the Local Law annexed hereto, designated as Local Law No. ____ of the year 2026, of the Town of Cornwall was duly passed by the Town Board on _____ __, 2026, in accordance with the applicable provisions of law.

I further certify that I have compared the preceding Local Law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original Local Law, and was finally adopted in the manner indicated in paragraph 1 above.

_____
Jennifer McCormick, Town Clerk
Town of Cornwall

Dated: _____ __, 2026

(SEAL)

STATE OF NEW YORK)
COUNTY OF ORANGE) ss:

I, the undersigned, hereby certify that the foregoing Local Law contains the correct text and that all proper proceedings have been had or taken for the enactment of the Local Law annexed hereto.

_____

William A. Frank, Town Attorney
Town of Cornwall

Dated: _____ __, 2026

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF CORNWALL SCHEDULING TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER A LOCAL LAW ESTABLISHING A SIXTH MONTH MORATORIUM ON THE SUBMISSION AND PROCESSING OF APPLICATIONS FOR LAND USE APPROVALS WITHIN THE TOWN OF CORNWALL

WHEREAS, there has been introduced before the Town Board of the Town of Cornwall, a local law entitled "A Local Law Establishing An Additional Six (6) Month Moratorium On The Submission And Processing Of Applications For Land Use Approvals Within The Town Of Cornwall"; and

WHEREAS, the Town Board wishes to schedule a public hearing for July 14, 2026 at 7:00 pm to consider the adoption of the foregoing proposed Local Law; and

WHEREAS, said proposed Local Law is listed as a Type II Action under Section 617.5 of the State Environmental Quality Review Act (SEQRA) and is not subject to further review under SEQRA

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that a public hearing be held by the Town Board on July 14, 2026 at 7:00 p.m. with respect to the proposed Local Law; and it is further

RESOLVED, that the Town Clerk refer the aforesaid Local Law to the Town Planning Board for review and comments and also to the Orange County Planning Department pursuant to General Municipal Law §239-m; and it is further

RESOLVED, that the Town Clerk is hereby authorized and directed to cause public notice of said hearing to be given as provided by law.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Mary A. Heed, Councilwoman, voting _____
Timothy I. McCarty, Councilman, voting _____
Rokhsha Michael-Razi , Councilwoman, voting _____
Irwin Gold, Councilman, voting _____
Joshua Wojehowski, Supervisor, voting_____

Agenda Item #8

APPLICATION FOR PUBLIC EVENT PERMIT PURSUANT TO CHAPTER 66 OF THE CODE OF THE TOWN OF CORNWALL

The application must be accompanied by a certificate of liability insurance naming the Town as an additional insured with coverage of at least $1,000,000 for each occurrence $2,000,000 aggregate for bodily injury

Name of Applicant: Scott Teresi, President Cornwall Chamber, Telephone No. [redacted]

Address of Applicant: 22 Cherry Ave

Email (required): info@cornwallchamber.org

Name & Location of Event: Cornwall Summer Block Party Main Street (Union to Purdy)

Date & Time of Event: July 17th 5p - 8p

Description of Event: Close portion of Main to host ~~Band~~ Music on Main, lawn type games (corn hole, kids activities (sidewalk Chalk)

Number of Participants: 150 - 200 people

Assistance from Town (police, crowd control, etc.) Police assistance for road closure From Union to Purdy

Description of security, crowd control, first aid plans proposed for event: Would need DPW and Police for road closure

Description of provisions for sanitary facilities: None, stores & restaurants available.

Description of trash removal and clean-up plans: Utilize current trash receptides. Volunteers to assist with clean-up

Description of live or record music if any & means of broadcast and/or amplification: Band performing covers on ~~around~~ Bridge Street

Name of person/persons in charge of event and contact information (cell/telephone #): Scott Teresi, Cornwall Chamber

Signature of person/persons in charge: [signature]

APPLICATION FOR PUBLIC EVENT PERMIT PURSUANT TO CHAPTER 66 OF THE CODE OF THE TOWN OF CORNWALL

The application must be accompanied by a certificate of liability insurance naming the Town as an additional insured with coverage of at least $1,000,000 for each occurrence $2,000,000 aggregate for bodily injury

Name of Applicant: Greater Cornwall Chamber of Commerce Telephone No. [redacted]

Address of Applicant: PO Box 700 Cornwall, NY

Email (required): info@cornwallchamber.org.

Name & Location of Event: Fall Festival - Main Street Traffic Circle to Hazen Street.

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Date & Time of Event: Sept. 20, 2026

Description of Event: 57th Annual Festival of Food, Craft vendors, Children activities + entertainment.

Number of Participants: 165 Booths

Assistance from Town (police, crowd control, etc.) Close Main Street. Remove cars for no Parking

Description of security, crowd control, first aid plans proposed for event: Meet w/ Chief of Police + Superintendent before event

Description of provisions for sanitary facilities: Port-o-Potties

Description of trash removal and clean-up plans: Town help clean Street - Vendors take trash with them.

Description of live or record music if any & means of broadcast and/or amplification:

Live bands on entertainment stage, DJ for music + announcements.

Name of person/persons in charge of event and contact information (cell/telephone #): Scott Teresi [redacted]

Signature of person/persons in charge: Ellen Hartmann

RECEIVED APR 13 2026 TOWN CLERK - TOWN OF CORNWALL

APPLICATION FOR PUBLIC EVENT PERMIT PURSUANT TO CHAPTER 66 OF THE CODE OF THE TOWN OF CORNWALL

The application must be accompanied by a certificate of liability insurance naming the Town as an additional insured with coverage of at least $1,000,000 for each occurrence $2,000,000 aggregate for bodily injury

Name of Applicant: Greater Cornwall Chamber of Commerce Telephone No. _____

Address of Applicant: PO Box 700 Cornwall, Ny

Email (required): info@cornwallchamber.org

Name & Location of Event: Main Street - Circle to Willow

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Date & Time of Event: Oct. 25, 2026 2-5

Description of Event: Halloween Spooktacular

Children + Pets in costume, trick or treat, games + music

Number of Participants: 400

Assistance from Town (police, crowd control, etc.) Close Main Street - Circle to Willow.

Description of security, crowd control, first aid plans proposed for event: town assist with street closure - EMS on site

Description of provisions for sanitary facilities: —

Description of trash removal and clean-up plans: town assistance all trash bagged.

Description of live or record music if any & means of broadcast and/or amplification: DJ

Name of person/persons in charge of event and contact information (cell/telephone #): Eileen Hartmann

Signature of person/persons in charge: Eileen Hartmann

RECEIVED APR 1 3 2026 TOWN CLERK TOWN OF CORNWALL

APPLICATION FOR PUBLIC EVENT PERMIT PURSUANT TO CHAPTER 66 OF THE CODE OF THE TOWN OF CORNWALL

The application must be accompanied by a certificate of liability insurance naming the Town as an additional insured with coverage of at least $1,000,000 for each occurrence $2,000,000 aggregate for bodily injury

Name of Applicant: Vivien Collens Telephone No. _____

Address of Applicant: 196 Mountain Road, Cornwall On Hudson NY 12520

Email (required): viviencollens@gmail.com

Name & Location of Event: Sands Ring homestead Museum, 189 Main Street

Date & Time of Event: July 11,2026 5-7 pm

Description of Event: Reception

Number of Participants: 75

Assistance from Town (police, crowd control, etc.) Traffic or parking guidance?

Description of security, crowd control, first aid plans proposed for event: _____

Description of provisions for sanitary facilities: We will clean up

Description of trash removal and clean-up plans: Trash bags

Description of live or record music if any & means of broadcast and/or amplification: _____

Guitarist

Name of person/persons in charge of event and contact information (cell/telephone #): Vivien Collens

Signature of person/persons in charge: Vivien Collens

APPLICATION FOR PUBLIC EVENT PERMIT PURSUANT TO CHAPTER 66 OF THE CODE OF THE TOWN OF CORNWALL

The application must be accompanied by a certificate of liability insurance naming the Town as an additional insured with coverage of at least $1,000,000 for each occurrence $2,000,000 aggregate for bodily injury

Name of Applicant: JOHN WILLIS Telephone No. _____

Address of Applicant: 55 ROSE DR HIGHLAND FALLS NY 10928

Email (required): STORMKING10K@GMAIL.COM

Name & Location of Event: STORM KING RUN (15TH ANNUAL)
NY-218 BETWEEN WP SKI SLOPE & OVERLOOK

Date & Time of Event: 8/23/2026 CLOSING GATES AT 6:00AM; OPEN 11:30 AM

Description of Event: 5K & 10K RUNNING RACE

Number of Participants: 200

Assistance from Town (police, crowd control, etc.) APPROVALS IN PLACE FROM TOC SUPERVISOR, POLICE CHIEF, FIRE CHIEF - NO ASSISTANCE NEEDED

Description of security, crowd control, first aid plans proposed for event:
VILLAGE OF HF AND TOH POLICE & AMBULANCE CORPS

Description of provisions for sanitary facilities: PORTABLE TOILET

Description of trash removal and clean-up plans: ROTARY CLUB CLEAN-UP TEAM

Description of live or record music if any & means of broadcast and/or amplification:
DJ AND ANNOUNCEMENT BOOTH NEAR WEST POINT GATE

Name of person/persons in charge of event and contact information (cell/telephone #):
JOHN WILLIS, RACE DIRECTOR

Signature of person/persons in charge: John B Willis

Supervisor, Town of Cornwall
ATTN: Mr. Joshua T. Wojehowski
183 Main Street
Cornwall, NY 12518

WEST POINT ROTARY INTERNATIONAL HIGHLAND FALLS

Dear Mr. Wojehowski,

The Rotary Club of West Point – Highland Falls has filed an Application for Special Use Permit (PERM 33a) and is seeking approval from the New York Department of Transportation Regional Safety Evaluation Engineer to conduct the 15th annual "Storm King Run" on Sunday, August 23, 2026. Net proceeds from the run will benefit the Rotary Club Scholarship Fund which provides funding for college to local high school students.

The race start is in Highland Falls just north of the Washington Gate entrance to West Point and the route proceeds north along NY-218, crossing a short distance into the Town of Cornwall, and then returns to the finish line on NY-218 near Washington Gate ("out-and-back" route). If the Storm King section of NY-218 remains closed on the race date, the alternate route proceeds from the Victor Constant Ski Slope/US Mint parking lot southwest along NY-218 and along NY-293 then returns to the finish line ("out-and-back" route).

The permit requires written approval from the Town of Cornwall – we have already received the signed approval document from Chief Hazard of the Town Police Department. I ask that you please provide this approval to the following address using the attached letter (enclosed):

Rotary Club of West Point-Highland Falls
ATTN: John Willis, Storm King Run
55 Rose Dr
Highland Falls, NY 10928

Please address any questions to John Willis at 831-236-6663 or StormKing10k@gmail.com.

Thanks very much for your support.

Respectfully,

John Willis
Past President, Rotary Club of West Point-Highland Falls
Race Director, Storm King Run

Race Website: http://rotary-wphf.org/StormKingRun.html

Enclosure:
Organization Approval Letter

FOR:
State of New York Department of Transportation
Region Eight
4 Burnett Blvd.
Poughkeepsie, NY 12603

THROUGH:
(* Please return signed letter to this address or scan/email to StormKing10K@gmail.com *)
Rotary Club of West Point-Highland Falls
ATTN: John Willis, Storm King Run
55 Rose Drive
Highland Falls, NY 10928

Dear Sir or Madam,

_____ hereby confirms and approves plans for the Storm King
Organization

Run to be held Sunday, August 23, 2026 in accordance with the Application for

Special Use Permit (PERM 33a) currently on file with the NYDOT.

_____
Signature

_____
Printed Name

_____
Title

_____
Contact Phone #

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies PHONE (A/C, No, Ext): 1-800-921-3172 FAX (A/C, No): 1-312-681-6769 E-MAIL ADDRESS: Rotary@lockton.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Westchester Fire Insurance Company	10030
INSURED	All Active US Rotary Clubs & Districts 1379367 Attn: Risk Management Department 1560 Sherman Ave, Evanston, IL 60201-3698	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES ROTIN01 CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PMI	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$ XXXXXXX
	Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PMI (	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ XXXXXXX
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured where required by written and signed contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER	CANCELLATION
Town of Cornwall 183 Main Street Cornwall, NY 12518	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Ceil Iovine

From: John Willis <stormking10k@gmail.com>
Sent: Wednesday, June 10, 2026 2:25 PM
To: Ceil Iovine; Town Clerk
Subject: Storm King Run 2026
Attachments: Town of Cornwall Letter 2026 - PERM 33a Approval.pdf; Town of Cornwall Event Application - Storm King Run 2026.pdf; Rotary Club Certificate of Liability Insurance Storm King Run 2026_Cornwall final.pdf

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Town of Cornwall -

Please see the attached documents for your review/approval.

Please sign and return the second page of the letter at your convenience.

We thank you for your continued support of this great local event!

(Note: We are well aware that NY-218 may not be open on the event date in August. In that case, as mentioned, the route will not include overlap into the Town of Cornwall and will instead cover sections of NY-218/293 in the Town of Highlands only.)

Best- John

John Willis
LTC, US Army, Retired
Rotary Club of West Point - Highland Falls
(M) 831-236-6663

Agenda Item #9

MEMORANDUM OF UNDERSTANDING

Between

Independent Living, Inc. (ILI)

and

Cornwall Police Department (CPD)

Purpose

This Memorandum of Understanding (MOU) establishes a collaborative relationship between **Independent Living, Inc.** (ILI) and the **Town of Cornwall** to strengthen coordinated efforts in supporting individuals with disabilities, behavioral health needs, or other social service challenges who come into contact with law enforcement. The purpose of this partnership is to promote safety, improve access to community-based resources, and reduce unnecessary emergency interventions or hospitalizations through early identification, referral, and support.

Scope of Collaboration

1. ILI will assign qualified staff to collaborate with the Town of Cornwall through the provision of social care coordination, case consultation, and linkage to community support.

2. ILI staff may accompany or consult with CPD officers to assist individuals in crisis or those identified as needing community-based resources, consistent with ILI's mission and program parameters.

3. The partnership will focus on connecting individuals to services such as mental health care, substance use treatment, housing assistance, benefits navigation, and disability supports.

4. ILI staff will not be considered employees or agents of the Cornwall Police Department.

Financial Responsibilities

1. All salary, fringe, supervision, and associated costs for ILI staff participating in this collaboration will be incurred solely by Independent Living, Inc.

2. ILI may seek reimbursement from its designated funding sources for services provided under this agreement and will retain all payments received.

3. No financial obligation is created for the Town of Cornwall through this MOU.

Information Sharing and Confidentiality

1. The parties may share limited client or case information necessary to coordinate care, in compliance with applicable confidentiality laws including HIPAA, 42 CFR Part 2, and other relevant federal and state privacy regulations.

2. Both parties agree to safeguard all shared information and limit use and disclosure to the minimum necessary for coordination and service delivery.

3. Neither party will access the other's electronic systems or records.

4. Where applicable, a separate Business Associate Agreement (BAA) or data-sharing agreement will be executed.

Term and Termination

1. This MOU will take effect upon signature by both parties and will remain in effect for a period of three (3) years, unless terminated earlier as provided herein. Upon expiration, this MOU may be renewed by mutual written agreement of both parties.
2. Either party may terminate this MOU without cause upon thirty (30) days' written notice to the other party.
3. Either party may terminate this MOU immediately upon written notice if the other party engages in conduct that jeopardizes public safety, violates applicable laws or regulations, or endangers the health, safety, or property of any person.
4. This MOU may be amended at any time by mutual written agreement of both parties.

Indemnification

Each party agrees to indemnify, defend, and hold harmless the other, its officers, employees, and agents from and against any and all claims, liabilities, losses, damages, or expenses (including reasonable attorney's fees) arising out of the acts or omissions of its own employees, agents, or representatives in connection with this MOU.

Insurance

Each party shall maintain, at its own expense, insurance coverage in amounts customary and reasonable for entities of similar size and scope, including but not limited to general liability insurance and, as applicable, professional liability insurance.

Each party shall be responsible for the acts and omissions of its own officers, employees, agents, and representatives. Upon request, either party shall provide proof of insurance coverage to the other.

Signatures

Independent Living, Inc.

Printed Name: _____
Title: _____
Date: _____

Town of Cornwall

Printed Name: _____
Title: _____
Date: _____

INDEPENDENT LIVING, INC.

BUSINESS ASSOCIATE AGREEMENT AND AGREEMENT REGARDING GENERAL INTERAGENCY DATA SHARING PROTOCOLS

This Business Associate Agreement ("Agreement") is entered into as of _____, 2026 ("Effective Date"), by and between **Independent Living, Inc.**, a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") ("Covered Entity"), and the **Town of Cornwall, by and through the Cornwall Police Department** ("Business Associate"). Covered Entity and Business Associate are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties have entered into a Memorandum of Understanding ("MOU") establishing a collaborative relationship;

WHEREAS, in connection with the MOU, Business Associate may create, receive, maintain, or transmit Protected Health Information ("PHI") on behalf of Covered Entity;

WHEREAS, the Parties intend to comply with HIPAA (45 CFR Parts 160 and 164), the HIPAA Breach Notification Rule, the HIPAA Security Rule, the New York SHIELD Act, and, where applicable, 42 CFR Part 2 governing Substance Use Disorder records;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

(a) Business Associate. "Business Associate" shall mean the entity defined above.

(b) Covered Entity. "Covered Entity" shall mean the entity defined above.

(c) Data Aggregation. "Data Aggregation" shall have the same meaning as the term "Data Aggregation" in 45 CFR § 164.501.

(d) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(e) HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and any amendments thereto.

(f) NYS SHIELD Act. "NYS SHIELD Act" shall mean the New York State Stop Hacks and Improve Electronic Data Security Act of 2019, codified at NYS General Business Law 899-aa(b) and 899-bb, and any amendments thereto.

(g) Privacy and Security Rules. "Privacy and Security Rules" shall mean the Standards for Privacy and Security of Individually Identifiable Health Information at 45 CFR Parts 160, 162 and 164.

(h) Privacy Standards. "Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(i) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 CFR § 164.501, limited to the information created, received, maintained or transmitted between the Parties.

(j) Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

(k) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(l) Private Information. "Private Information" shall have the same meaning as the term "Private Information" in NYS General Business Law 899-aa(b), as it relates to the information created, received, maintained and transmitted between the Parties.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate shall:
(a) Not use or disclose PHI except as permitted by this Agreement or Required by Law.

(b) Implement appropriate administrative, physical, and technical safeguards in compliance with the HIPAA Security Rule.

(c) Report to Covered Entity any use or disclosure not permitted by this Agreement, any Security Incident, and any Breach of Unsecured PHI, without unreasonable delay and in no event later than fifteen (15) calendar days after discovery. Such notice shall include, to the extent known, the identification of affected individuals, a description of the PHI involved, the date of the Breach and discovery, and steps taken to mitigate harm.

(d) Ensure subcontractors agree in writing to the same restrictions and conditions.

(e) Make PHI available for access, amendment, and accounting of disclosures as required by HIPAA.

(f) Make records available to the Secretary of HHS for compliance review.

3. PERMITTED USES AND DISCLOSURES

Business Associate may use PHI solely to perform services described in the MOU, for proper management and administration if Required by Law, and may de-identify PHI in accordance with 45 CFR §164.514.

4. 42 CFR PART 2 PROTECTIONS

To the extent Business Associate receives Substance Use Disorder records subject to 42 CFR Part 2:

(a) Such records may not be used or disclosed except as permitted by Part 2 or valid patient consent.

(b) Redisclosure is prohibited unless permitted by 42 CFR Part 2.

(c) Any redisclosure must include the required Part 2 prohibition notice.

(d) In the event of a breach involving Part 2 Records, Business Associate shall comply with HIPAA and applicable Part 2 requirements.

Where Part 2 imposes stricter requirements than HIPAA, Part 2 shall control.

5. OBLIGATIONS OF COVERED ENTITY

Covered Entity shall notify Business Associate of any limitation in its Notice of Privacy Practices, any revocation of authorization, and shall not request use or disclosure of PHI in violation of HIPAA.

6. TERM AND TERMINATION

(a) This Agreement shall remain in effect for three (3) years consistent with the MOU unless terminated earlier.

(b) Either Party may terminate without cause upon thirty (30) days' written notice.

(c) Either Party may terminate immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice; or engages in conduct that jeopardizes public safety, violates applicable federal or state privacy or security laws, or endangers persons or property.

(d) Upon termination, Business Associate shall return or destroy PHI and Part 2 Records, if feasible. If return or destruction is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible and shall continue to protect such information in accordance with this Agreement for so long as it retains such information.

(e) This Agreement automatically terminates upon termination or expiration of the MOU unless otherwise agreed in writing.

7. COMPLIANCE WITH LAW

The Parties agree to amend this Agreement as necessary to comply with changes in HIPAA, 42 CFR Part 2, or applicable law.

8. SURVIVAL

The obligations of Business Associate under Sections 2, 4, and 6(d) shall survive termination.

9. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement creates rights in any third party.

10. MISCELLANEOUS

This Agreement may be executed in counterparts and by electronic signature.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date written below.

If to Business Associate

By: Town of Cornwall / Cornwall Police Department

Printed Name: _____

Title: _____

If to Covered Entity, to:

By: Independent Living, Inc.

Printed Name: _____

Title: _____

Agenda Item #10

RESOLUTION – TOWN JUSTICE COURT AUDIT

WHEREAS, the Unified Justice Court Act ("UJCA") requires that town justices annually provide their court records and dockets for audit and that the results of the audit be entered into the minutes of Town Board proceedings, and

WHEREAS, the said audit has been performed, and

WHEREAS, UCS has requested that the Town provide copies of audits or examinations for fiscal year ending December 31, 2025,

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Town Board hereby authorizes the Supervisor to provide UCS with the most recent audit or examination reports for fiscal year ending December 31, 2025 and

That the Town Clerk is requested and directed to provide a certified copy of this resolution to be included with the submission of the audit or examination reports to UCS.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Mary A. Heed, Councilwoman, voting _____

Timothy McCarty, Councilman, voting _____

Rokhsha Michael-Razi, Councilwoman, voting _____

Irwin Gold, Councilman, voting _____

Joshua Wojehowski, Supervisor, voting _____

Cornwall Town Justice Court
183 Main Street
Cornwall, New York 12518
845-534-8717

Lynn A. Beesecker
Town Justice

Michael A. Ferraro
Town Justice

January 2, 2026

Dear Supervisor Wojehowski:

Pursuant to Uniform Justice Court Act §2019-a, it is the duty of every justice to present his/her records and docket, at least once a year and upon the last audit day of the town, to the auditing board of the town, which shall examine said records or docket, or cause same to be examined, and enter in the minutes of its proceedings the fact that they have been duly examined.

Consistent with Section 2019-a of the Uniform Justice Court Act, we hereby advise that the records and docket for the Town of Cornwall Justice Court for Calendar year 2025 are available to be presented for such examination. We look forward to working with you to schedule such examination in an expeditious manner.

It is our understanding that OCA's Internal Audit Services (IAS) unit will be corresponding with you as well in the very near future in this regard. Subsequent to the audit or examination, please forward to the IAS unit the audit report, as well as the Board's resolution noting that the records have been duly examined, and that the fines therein collected have been turned over to the proper officials of the Town, as required by law. Such materials may be mailed to:

Division of Internal Audit Services
Attn: Joan Casazza
185 Jordan Road, Suite 1
Troy, NY 12180

In the alternative, such materials may be sent via email to: jcasazza@nycourts.gov

Very truly yours,

Lynn A. Beesecker, Justice
Town of Cornwall

Michael A. Ferraro, Justice
Town of Cornwall

cc: Hon. William J. Giacomo
District Supervising Judge

Arielle Bryant, Esq.,
District Special Counsel

Supreme Court, Westchester County
111 Dr. Martin Luther King Jr. Blvd.
White Plains, NY 10601

Agenda Item #11

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF CORNWALL ACCEPTING CERTAIN RESIDUAL TRUST BEQUESTS ON BEHALF OF THE SANDS RING HOMESTEAD MUSEUM OWNED BY THE TOWN

WHEREAS, by deed dated November 21, 1951, and recorded in the Office of the Orange County Clerk on December 12, 1951 in Liber 1217 at Page 481, the Town of Cornwall acquired the real property located at 180 Main Street, Cornwall, New York, Tax Map No. 18-1-10, known as the Sands Ring Homestead (the "Property"), which includes among other improvements, the Sands Ring Homestead Museum (the "Museum"); and

WHEREAS, the Town is the current custodian and steward of the Property and the Museum; and

WHEREAS, the Museum is one of the named residuary distributees of two identical trusts known as the Maude Lamonte Irrevocable Trust U/A dated 12/10/92 as amended and restated, and the Olivia Van De Water Irrevocable Trust U/A dated 12/10/92 as amended and restated; and

WHEREAS, the Town must deliver a certified resolution to Northern Trust Company of Miami, Florida, which company serves as the Trustee of both of the aforementioned trusts, confirming that the Town is entitled to receive that portion of the trusts allocated to the Museum and further confirming that any trust funds received will be used exclusively for the benefit of the Museum; and

WHEREAS, it is the opinion of the Town Board that it is in the best interests of the residents of the Town to take all steps necessary to secure the trust funds as noted above,

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the Town Board hereby:

1. Authorizes the Town Supervisor, or the Deputy Supervisor, in conjunction with the Town Attorney and all necessary Town staff, to work with Northern Trust Company, inclusive of executing any and all documents necessary to secure the funds allocated to the Museum pursuant to the terms of the Maude Lamonte Irrevocable Trust U/A dated 12/10/92 as amended and restated, and the Olivia Van De Water Irrevocable Trust U/A dated 12/10/92 as amended and restated.

2. Directs that all funds received pursuant to the previous paragraph shall be exclusively used for the benefit and improvement of the Museum.

3. Directs that a certified copy of the instant resolution be delivered to Northern Trust Company along with any other required documentation to effectuate the intent of this resolution.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Mary A. Heed, Councilwoman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsha Michael-Razi , Councilwoman, voting _____

Irwin Gold, Councilman, voting _____

Joshua Wojehowski, Supervisor, voting_____

Agenda Item #12

RESOLUTION APPOINTING COUNSEL TO PROSECUTE CASES RELATED TO THE LICENSING AND CONTROL OF DOGS PURSUANT TO CHAPTER 77 OF THE CORNWALL TOWN CODE AND NEW YORK STATE AGRICULTURE AND MARKETS LAW

WHEREAS, the Town of Cornwall (the "Town") has adopted Chapter 77 of the Town Code to regulate the licensing and control of dogs; and

WHEREAS, it is necessary to appoint legal counsel to prosecute violations of Chapter 77 as well as New York State Agriculture and Markets Law §123 (Dangerous Dogs) in Town Court,

NOW, THEREFORE, it is hereby resolved that the Town Board of the Town of Cornwall hereby appoints the law firm of Drake Loeb PLLC to commence, prosecute, and resolve all cases brought under Town Code Chapter 77 and/or New York State Agriculture and Markets Law §123, effective immediately; and

BE IT FURTHER RESOLVED, that this appointment will remain in place until further resolution of the Town Board.

_____ presented the foregoing resolution which was seconded by

_____,

The vote on the foregoing resolution was as follows:

Mary A. Heed, Councilwoman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsha Michael-Razi , Councilwoman, voting _____

Irwin Gold, Councilman, voting _____

Joshua Wojehowski, Supervisor, voting_____

Agenda Item #13

Secretary Cornwall

From: Patrick Mangan
Sent: Friday, May 1, 2026 2:42 PM
To: Joseph Gebert; Tom Gschwind; Joshua Wojehowski; Timothy McCarty
Subject: Camera estimates

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Please see below estimates, broken down per site we talked about today. **One important note: the Meraki cellular gateway quoted on the icehouse part is on special promotion until May 14, if we move forward after that date, it may be more expensive.** Everything else isn't really time dependent for pricing.

The first four below utilize existing internet infrastructure to get back to the PD for recording. The ice house one is more expensive since we need to put in an internet infrastructure there to get the cameras back to the police department. The PD camera server is new and has enough capacity for this with no issue. Depending on which parts you want to move forward on we can discuss specifics with Tom for the install.

Tom should have enough wire in the outdoor cat5 box he has for the outdoor wiring runs. For the indoor ones we'd need to purchase a box of regular cable. The bulk of the labor is getting the wire around, my time through the IMA should be pretty minimal for just programming the cameras, point to point for little league, and actually installing the cameras, probably 6-8 hours including onsite time. Few other soft costs such as surge strips are not included, but nothing that should drastically change the overall price.

The two camera types mentioned are regular cameras and 180's. Regular cameras have some zoom capability, a single lens and cover more of a straight on path. The 180's, like on the pole in front of town hall, combine two lenses into one camera, and provide a 180' non zoomed view. Great for covering a wider area.

Basketball Court/Pickleball:
2 new 180' degree cameras on each side of pole between basketball and pickleball.

- 1 x Existing 180' already purchased: $0 (move from original place to pole)
- 1 x 180' : $265
- 1 x Mount: $25
- 1 x Milestone Xpress License: $79

We may need to modernize the link between the PD and historical building for cameras, if so that'd be about $250 total added to this.
Total: $369

Tennis Court:
1 x bullet camera mounted above electrical room on town hall side facing. Camera will have to be zoomed a bit so full courts may not be fully covered with one camera, but the bulk should be.

- 1 x bullet camera: $229
- 1 x Mount: $25
- 1 x Milestone Xpress License: $79

Total: $333

Munger Cottage:
2 new cameras, inside, facing each entrance.

- 2 x Regular Cameras: $229 x2: $458
- 2 x Mount: $25 x 2: $50
- 2 x Milestone Xpress License: $79 x 2: $158

Total: $666

Little League:
Point to point to Munger Cottage with whatever selection of cameras Cornwall would want. Can adjust when ordering.

- 2 x Ubiquiti Point to Point Radios: $240
- 2 x Antenna Mount: $40
- 2 x 180' cameras (or whatever number or combo preferred): $265 x 2: $530
- 2 x Milestone Xpress Licenses: $79x2: $158
- 8 Port POE Switch: $70
- Lockable 6u wall mount box: $150

Total: $1188

Ice House:
Provide a cellular gateway and VPN back to police network for recording. Mount lockable box inside in location with power. Cornwall would need to activate cell service on gateway. Mount box higher under pavilion and get electric into it.

- Meraki MG52 Cellular Gateway w/ 3 year license: $1341.35
- 1 x Regular Camera for facing under pavilion: $229
- 1 x 180' Camera on front of pavilion to cover walkway: $265
- 2 x Mounts: $25 x2: $50
- 8 Port POE Switch: $70
- Outdoor Lockable NEMA box: $150

Total: $2105.35

With Modernized Link
B/w PD + Historical Society
0 • C

250 • 00 +
369 • 00 +
333 • 00 +
666 • 00 +
1 • 188 • 00 +
2 • 105 • 35 +

006

4 • 911 • 35 *

CONFIDENTIALITY NOTICE: This e-mail message (including attachments) is covered by the Electronic Communi
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otherwise protected from disclosure. Any unauthorized review, use, disclosure dissemination, copying, forwar
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Agenda Item #14

FAIL SAFE TECHNOLOGIES LLC

DON'T PANIC! LET FAIL SAFE TECH SOLVE IT

1940 DEAN STREET
NISKAYUNA, NY 12309-4112
OFFICE: 1-855-FAILSAFE
EMAIL: solutions@failsafetech.com
WEBSITE: www.failsafetech.com

NYS Vendor #: 1100225519 | UEI: Z4MSP3DLD8N7 | CAGE: 8DR12

Renewal Quote #: 0005152026-A01

Prepared Exclusively For:
The Honorable Joshua T. Wojehowski
Town Supervisor, Town of Cornwall
183 Main Street
Cornwall, NY 12518

Date: May 15 2026
Service Expiration: July 16 2026 E.O.D.
Valid Until: July 15 2026

Quantity	Service	Annual Fee
1	Annual License and Managed Service Agreement – Fail Safe Technologies LLC Public Safety Digital Infrastructure Suite	$10,000.00
	Payment due upon execution of this renewal quote.	**TOTAL $10,000.00**

Service Definition:

This renewal establishes a twelve (12) month Annual License and Managed Service Agreement granting the Town of Cornwall Office of Emergency Management a non-transferable, non-exclusive license to access and use the Fail Safe Technologies LLC Public Safety Digital Infrastructure Suite.

The service term shall continue without interruption from the current service expiration date and extend for twelve (12) consecutive months thereafter.

The Digital Infrastructure Suite consists of integrated platforms and supporting system components, including:

- *The Ready Public Safety Platform – DizReady™ (ready.cornwallny.gov)*
- *The Environmental Intelligence Platform – DizMesh™ and DizAlert™ (wx.cornwallny.gov, eoc.cornwallny.gov, mission-control.cornwallny.gov)*
- *Hosted infrastructure environment provisioned and maintained by Fail Safe Technologies LLC*
- *System monitoring, security patching, and vendor-issued version updates, and operation of supporting platform components required for functionality of deployed systems*
- *Administrative access credentials for designated municipal personnel for use of the deployed systems*

Deployment status remains active. This renewal maintains system availability and continuity of the platforms currently in operation.

All intellectual property rights remain the exclusive property of Fail Safe Technologies LLC.

The Town is solely responsible for its content, data entry, administrative management, and operational use of the licensed systems.

Continued availability of systems is contingent upon active service coverage under this agreement.

Scope:

Services under this agreement apply to the standard functionality of the systems currently deployed for the duration of the service term.

Requests involving modification, integration, expansion of functionality, custom development, structural changes, data migration, or additional services will be addressed separately under written scope and authorization.

Use of third-party systems, data sources, or services outside the deployed platforms is not included under this agreement.

Determination of whether requested work falls within this agreement or requires separate scope will be made at the time of request.

This renewal maintains continuity of systems currently deployed and in operation. No expansion of scope or additional functionality is included under this agreement.

Execution of this proposal constitutes authorization to proceed and acceptance of terms.

Client Purchase Order Number:_____

Signature:_____ Date: _____/_____/2026

Name:_____ Title:_____

Fail Safe Tech's Terms and Conditions may be found at ***www.failsafe.tech/terms***

Internal Use Only	Information
Consultant Services	A845F-12518-FYE26/TOCNYOEM
Type	U.S. Local Gov't | Public Safety
Renewal Quote Series	1st 05152026-HCO

Agenda Item

#15

MILLENNIUM
STRATEGIES

June 3, 2026

Hon. Joshua Wojehowski
Town Supervisor
Town of Cornwall
183 Main Street
Cornwall, NY, 12518

RE: Project Agreement – Millennium Strategies LLC

Dear Supervisor Wojehowski,

Millennium Strategies LLC is pleased to submit the following Project Agreement for your review and approval. Under this Agreement, Millennium agrees to prepare and submit the following grant applications on behalf of your organization. Compensation will be provided in accordance with the corresponding fee schedule.

Grant Applications	*Fee Schedule*
NYS Department of Environmental Conservation (DEC) – Water Quality Improvement Program (WQIP) Grant	$4,000.00 flat fee

If you agree to the terms outlined above, please indicate your acceptance by countersigning below and returning a fully executed copy to us. Thank you again for considering Millennium Strategies. Should you have any questions, please do not hesitate to contact our team at (973) 226-3329.

Sincerely,

David Jenkins
Director of New York Operations

AGREED TO AND ACCEPTED BY:

Signature _____ Date _____

Name _____ Title _____

Note: This Project Agreement is valid for a period of five (5) business days from the date affixed to the Agreement. Millennium reserves the right to void this agreement if it is not countersigned and returned within this timeframe. Once countersigned, this Agreement shall become binding. An invoice shall be submitted by Millennium following the submission of each grant application authorized. All fees are non-refundable as paid and are not contingent upon the successful award of grant funding.

ADDRESS: 60 COLUMBIA RD, BLDG B, STE 230, MORRISTOWN, NJ, 07960
PHONE 973.226.3329 - FAX 973.292.0832 - WEBSITE WWW.M-STRAT.COM

Agenda Item #16

Secretary Cornwall

From: Andersen, Nicole <NAndersen@orangecountygov.com>
Sent: Monday, June 8, 2026 12:20 PM
To: Town Clerk; Joshua Wojehowski
Cc: Cousins, Erin
Subject: 2027-2029 CDBG Urban County Participation Decision Letter
Attachments: Cornwall Town Decision Letter.pdf; Cornwall Town.pdf

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Dear Supervisor Wojehowski,

Attached please find the 2027-2029 CDBG Urban County Participation Decision Letter for your immediate review and attention and our current cooperation agreement that we would like to auto-renew through your continued participation.

Over the past 10 years, $770,500 of CDBG funds have been awarded to projects located in your municipality. In addition, your participation in the CDBG Urban County and HOME Consortium has enabled the County over the past 10 years to award $15 million of CDBG throughout Orange County, $7.5 million of Emergency Solutions Grants and HOME-ARP to prevent and address homelessness, and $3 million in CDBG-CV to respond to COVID related needs such as food insecurity, legal services, and public health services. We have also awarded more than $10 million of HOME funds over the past 10 years to develop affordable housing throughout the County.

We do hope your municipality continues to participate in the CDBG Urban County and the HOME Consortium.

Please call me at (845) 615-3819 or email nandersen@orangecountygov.com if you have any questions or are considering not participating in the Consortium as it will directly impact the other municipalities.

Thank you,

Nicole

Nicole Andersen
Director
Orange County Office of Community Development
40 Matthews Street, Suite 307A
Goshen, NY 10924
(845) 615-3819

nandersen@orangecountygov.com

Steven M. Neuhaus
County Executive

Office of Community Development

Nicole Andersen, Director

40 Matthews Street, Suite 307A
Goshen, NY 10924
Tel: (845) 615-3819
nandersen@OrangeCountyGov.com

URBAN COUNTY PARTICIPATION DECISION LETTER TO ORANGE COUNTY MUNICIPALITIES FY 2027-2029

June 8, 2026

Town of Cornwall
Joshua Wojehowski, Supervisor
183 Main Street
Cornwall, NY 12518
supervisor@cornwallny.gov

Dear Supervisor Wojehowski:

In 1982, Orange County municipalities joined together to form the Urban County Consortium which is the mechanism by which participating municipalities receive Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) entitlement funds each year. Every three years, the consortium must be requalified in order to continue to receive CDBG, HOME, and ESG entitlement funds. By continuing to participate in the consortium, your community will continue to be eligible to receive funds under these programs in Federal Fiscal Years 2027, 2028, and 2029.

Orange County is seeking to renew its Urban County status under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant, HOME Investment Partnerships, and Emergency Solutions Grant Programs (as applicable) for Federal Fiscal Years 2027, 2028, and 2029. Pursuant to HUD Notice CPD-26-08, issued May 15, 2026, the County must notify all units of general local government regarding their participation options for the upcoming three-year Urban County qualification period.

The County has enclosed our current Cooperation Agreement for your review. In compliance with HUD regulations and Notice CPD-26-08, Orange County is officially notifying your municipality of its options regarding participation in the Orange County Urban County Consortium and related CDBG, HOME, and ESG programs.

Towns and villages included in the Urban County Consortium will continue to be eligible to participate in the County's CDBG Program and will automatically participate in the HOME and ESG programs if the Urban County receives HOME and ESG funding respectively. While units of local government may only receive a HOME or ESG formula allocation through participation in the Urban County, participation in the Urban County does not preclude a municipality from applying for HOME or ESG funds through New York State if permitted by the State. Municipalities participating in the Urban County are not eligible to apply independently for New York State CDBG funding during the period of participation.

If you participate in the Orange County Urban County Program, your municipality will be eligible to apply for assistance through the CDBG program for public infrastructure, public facility, and other eligible activities that principally benefit low and moderate income persons, eliminate slum and blight conditions, or meet an urgent need as defined by HUD.

Your municipality's decision to continue participation, or elect exclusion, from the program will be effective for the entire three-year qualification period covering Federal Fiscal Years 2027, 2028, and 2029. The amount of CDBG and HOME funds awarded to Orange County is based in part on the population of participating municipalities.

If your municipality elects to participate in the Orange County Urban County Program, notify us in writing by **July 8, 2026**. The letter can be emailed to the Orange County Office of Community Development using my email: nandersen@orangecountygov.com. It should state:

The Town/Village of _____ elects to continue participation in the Orange County Urban County Consortium for the FY 2027-2029 qualification period pursuant to the existing Cooperation Agreement.

If you do not respond to this letter, your municipality will automatically be included in the 2027-2029 Urban County, and the attached cooperation agreement will auto-renew.

Your municipality has the right to be to be excluded from the Urban County for Fiscal Years 2027-2029. If your municipality elects to terminate the agreement and not participate in the Orange County Urban County Program for 2027-2029, you must notify both the Orange County Office of Community Development and the U.S. Department of Housing and Urban Development New York Field Office with an official letter by **July 8, 2026**.

HUD's address is:

Celia Jones, Director, Community Planning and Development Division
U.S. Department of Housing & Urban Development, New York Field Office-Region II
Jacob J. Javits Federal Building
26 Federal Plaza, Rm 3513
New York, NY 10278

Office of Community Development address is:

Nicole Andersen, Director
Orange County Office of Community Development
40 Matthews Street, Suite 307A
Goshen, NY 10940

If you have any questions, please call me at (845) 615-3819 or via email at nandersen@orangecountygov.com. The County of Orange and the Office of Community Development look forward to your continued participation in the County program.

Sincerely,

Nicole Andersen

Nicole Andersen
Director of Community Development

URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT

THIS URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT made as of this 26th day of July, 2023 ("Agreement"), by and between the County of Orange, a municipal corporation and one of the counties of the State of New York, having its principal office at 255-275 Main Street, Goshen, New York 10924 ("County") and the Town of Cornwall, a municipal corporation of the State of New York, having its principal office at 183 Main St, Cornwall, New York 12518 ("Municipality"). County and Municipality are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program ("CDBG Program"), provides federal funds to certain urban counties for eligible housing and community development activities therein; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, provides federal funds to certain urban counties through its Home Investment Partnership Program ("HOME Program") for eligible housing activities; and

WHEREAS, Subtitle B of title IV of the McKinney-Vento Homeless Assistance Act of 1987, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, provides federal funds to certain urban counties through its Emergency Solutions Grants ("ESG Program") for eligible uses related to emergency shelters for the homeless, and for homelessness prevention and rapid re-housing assistance; and

WHEREAS, participation by the County under the "urban county" designation in the CDBG, HOME and ESG Programs requires that the Municipality and the County enter into a cooperation agreement in order to be included in the CDBG Urban County and HOME consortia; and

WHEREAS, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power either individually or jointly with one or more other municipal corporation, to apply for, accept and expend funds made available by the federal government either directly or through the State, in order to administer, conduct or participate with the federal government in programs relating to the general welfare of the inhabitants of such municipal corporation; and

WHEREAS, applications for grants to finance community development and affordable housing programs under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended, and the McKinney-Vento Homeless Assistance Act of 1987, as amended (collectively, the "Acts"), and any "eligible activities" thereunder are not inconsistent with the statutes of the State of New York; and

WHEREAS, the Municipality and the County previously entered into a cooperation agreement covering the same subject matter which has been subsequently amended and automatically renewed by resolution and remained in full force and effect for all consecutive three-year urban county qualification periods including FYs 2021, 2022 and 2023; and

WHEREAS, the Municipality has determined that it is desirable and is in the public interest for the Municipality to be included in the urban county for the three-year qualification cycle of FYs 2024, 2025 and 2026; and

WHEREAS, the Municipality acknowledges the County's authority to undertake or assist in undertaking essential community development and housing assistance activities; and

WHEREAS, the County Executive has designated the Orange County Office of Community Development as the administrative agency for the CDBG, HOME and ESG Programs; and

WHEREAS, the Supervisor of the Municipality is authorized to execute this Agreement; and

WHEREAS, the County Executive, or his/her designee, is authorized to execute this Agreement; and

WHEREAS, the cooperation between the County and the Municipality is essential for the successful planning of the CDBG, HOME and ESG Programs under an urban county designation by HUD.

NOW THEREFORE, it is hereby agreed by the County and the participating Municipality as follows:

1. The purpose of this Agreement is to establish a legal mechanism through which the County may apply for, receive, and disburse federal funds available to eligible counties under the CDBG, HOME and ESG Programs, and to take such actions in the benefits of these programs. Federal funds received by the County shall be for such functions as urban renewal, water and sewer facilities, neighborhood facilities, public facilities, open space, housing activities, prevention of homelessness, and such other purposes as are authorized by the Acts.

2. In addition to such assurances and agreements as may have been made by previously executed cooperation agreements, the County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specific urban renewal, and publicly assisted housing.

3. This Agreement shall supplement any previous cooperation agreements entered between the Parties for purposes of CDBG Urban County Qualification and shall replace and supersede any previously agreed upon provision should such a provision conflict or be inconsistent with this Agreement.

4. This Agreement shall be in effect for the three-year program period of Federal Fiscal Years 2024, 2025 and 2026, and until the CDBG, HOME and ESG funds and program income received (with respect to activities carried out during the three-year urban county qualification period) are expended and the funded activities completed.

5. The Parties understand and agree that neither the County nor the Municipality can terminate or withdraw from this Agreement while it remains in effect, except as allowed in legislation enacted by the US Congress for termination or withdrawal from the Urban County Program and as permitted by HUD. The Agreement shall remain in effect until expressly terminated by one of the

Parties hereto but said termination may only occur at the end of each three-year urban county requalification period.

6. The County shall, by the date specified in HUD's urban county qualification notice for the next qualifying period, notify the Municipality by letter of its right not to participate. This Agreement will be renewed automatically for participation in successive three-year urban county qualification periods unless the County or the Municipality elect not to participate in a new qualification period in three-year intervals, provided written notices are given in conformity with HUD requirements as set forth herein. Copies of the County's notification to the Municipality of its right not to participate in a new qualification period, as well as the notice of the Municipality's decision not to participate in the renewal shall be sent to the HUD Field Office by the dates specified in the urban county qualification schedule of the applicable notice.

7. Nothing contained in this Agreement shall deprive the Municipality of any powers of zoning, development control, or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as herein provided.

8. The participating Municipality agrees not to apply for grants under the State CDBG Programs for the fiscal years during the period in which the Municipality participates in the urban county's CDBG Program. Nonetheless, while the Municipality may only receive a formula allocation under the HOME and ESG Programs as part of the urban county, it is not precluded by this Agreement from applying for HOME or ESG funds from the State of New York, provided the State allows it.

9. The County shall have the authority to carry out activities, which will be funded with annual CDBG, HOME and ESG Programs funds appropriated for FYs 2024-2026 and from any program income generated from the expenditure of such funds.

10. The eligible activities to be undertaken during the term of this Agreement will be chosen by the Municipality from those authorized by HUD Rules and Regulations governing the CDBG HOME and ESG Programs, and any regulations which may be applicable to future supplemental Federal Programs. The County shall have the final responsibility for selecting CDBG, HOME and ESG activities and annually filing grant application with HUD. In preparing such a grant application, the County shall give due consideration to the Municipality's analysis of community development needs and proposed activities.

11. The County will take full responsibility for and assume all obligations required of an applicant, including the analysis of needs, setting of objectives, development of community development and comprehensive housing affordability strategy plans, one-year community development program, assurances, and certifications, including HUD 424-B.

12. The County certifies that it is following an adopted Consolidated Plan as required by 24 CFR Part 91. The Parties agree to cooperate to fulfill housing goals established by the HUD approved Consolidated Plan for the period of this Agreement.

13. The County understands and agrees that it may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in

exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

14. The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing as required under 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779) codified or to be codified at 24 CFR 5.151 and 5.152. The Parties shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations. The Parties agree that urban county funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification. Noncompliance with this provision is cause for sanctions and other remedial actions by HUD.

15. The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for subsequent qualification cycles, when applicable. The County will notify the Municipality of its right to terminate its participation in the program based on the adoption of any such amendment. Failure by either Party to adopt any such amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the HUD issued Urban County Qualification Notice applicable for subsequent three-year urban county qualification period, and to submit such amendment to HUD will void the automatic renewal of such qualification period.

16. The County and the Municipality each have adopted and are enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
b. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of nonviolent civil rights demonstrations within its jurisdiction.

17. By executing this Cooperation Agreement, the Municipality understands, agrees and acknowledges that:

a. The Municipality may not apply for grants from appropriations under the State CDBG Programs for fiscal years during the period in which it participates in the urban county's CDBG program.
b. The Municipality may receive a formula allocation under the HOME Program and ESG Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot

form a HOME consortium with other local governments. This, nonetheless, does not preclude the Municipality participating with the urban county from applying to the State for HOME and ESG funds if the State allows.

c. The Municipality may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
d. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
e. The Municipality must inform the County, through periodic reports requested by the County, of any income generated by the expenditure of CDBG and HOME funds received. All program income, including income received subsequent to project close-out or change in status of the Municipality must be paid to the County within ninety (90) days after the expiration of the term of this Agreement unless it is agreed by the Parties in writing that the Municipality may retain the income. All program income must be used exclusively for eligible activities as determined by the County and in accordance with CDBG and/or HOME Program requirements, as applicable.
f. The Municipality shall keep and maintain appropriate records on the use of program income as required by the County as the county has the responsibility of monitoring and reporting income to HUD.
g. The Municipality agrees that real property acquired or improved in whole or in part, using CDBG funds, will be used in accordance with the standards set forth in 24 CFR 570.505. The Municipality shall reimburse the County an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations. Program income generated from disposition or transfer of property prior to or subsequent to close-out or a change in status of the Municipality, or termination of this Agreement must be paid to the County unless otherwise agreed upon in writing.
h. Any proposed modification or change of use of any real property acquired or improved in whole or in part by the Municipality using CDBG funds (from the use planned at the time of the acquisition or improvement), including disposition, must be reported to the County. The County may approve the proposed modification or change of use. The Municipality shall not implement the modification or change in use without the County's approval.
i. The Municipality may not terminate or withdraw from this Agreement, except if the County fails to requalify as an urban county, while it remains in effect until the CDBG, HOME, and where applicable ESG funds and income received with respect to the three-year qualification period are expended and the funded activities completed.
j. The Municipality may not receive urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.
k. The Municipality shall comply with the requirements, laws and policies of the CDBG, HOME and ESG Programs, and all applicable laws, ordinances, and codes of the State

and local governments, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

18. The Municipality shall not discriminate against any of its employees or applicants for employment because of race, color, religion, sex, or national origin, disability or familial status. The Municipality shall take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, sex, national origin, disability or familial status. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause. The Municipality shall incorporate the foregoing requirements of this Section 18 in all its contracts and subcontracts for CDBG, HOME and ESG funded work.

19. The Municipality is subject to the requirements of Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968. (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, or lease, or other transfer of land acquired, cleared, or improved with the assistance provided under this Agreement, the Municipality shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, disability, familial status, or national origin in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected thereon, and providing that the Municipality and the United States are beneficiaries of and entitled to enforce such covenant. The Municipality in undertaking its obligation in carrying out the programs assisted hereunder agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

20. Pursuant to the New York State Finance Law §139-l, by execution of this Agreement, the Municipality and the individual signing this Agreement on behalf of the Municipality certifies, under penalty of perjury, that the Municipality has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

https://www.ny.gov/programs/combating-sexual-harassment-workplace.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

https://www.orangecountygov.com/1137/Human-Resources.

21. The Municipality shall indemnify, defend and hold harmless the County, including its officials, agents and employees against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) arising out of, incidental to or in any way connected with work done under this Agreement, and in any way resulting from or related to this Agreement which the County, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of the Municipality, its employees, representatives, subcontractors, assignees, agents, vendors, or invitees. The rights and remedies of the County provided for in this Section 21 shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

22. The Municipality shall further indemnify, defend and hold harmless the County, including its officials, agents and employees against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) incurred by the County as a result of a determination by HUD that activities undertaken by the Municipality under the Municipality's application failed to comply with any laws, regulations, or policies applicable thereto, or that any funds forwarded to the Municipality under this Agreement were improperly expended.

23. This Agreement shall apply to any supplemental program which HUD makes available through the CDBG, HOME or ESG Programs.

24. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

25. The governing body of the County and the governing body of the Municipality authorize this Agreement.

26. This Agreement may be executed in one or more counterparts and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement. A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto, pursuant to authorization from properly adopted resolution, executed this agreement on this 26th day of July, 2023.

COUNTY OF ORANGE

By: _____
Stefan ("Steven") M. Neuhaus
County Executive

TOWN OF CORNWALL

By: _____
Joshua T. Wojehowski
Supervisor

Approved as to Form and Required County Attorney's Statement:

"The terms and provisions of the Agreement are fully authorized under the State and local law and the Agreement provides full legal authority for the County to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities."

Date: 7.26.23

By: _____
Richard B. Golden
County Attorney

A RESOLUTION TO RENEW, RENEW and AMEND, and/or EXECUTE A NEW 3- YEAR COOPERATION AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE TOWN OF CORNWALL TO PARTICIPATE IN THE ORANGE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS PROGRAMS, AND EMERGENCY SOLUTIONS GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026 (AND SUCCESSIVE THREE-YEAR QUALIFICATION PERIODS), PURSUANT TO TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, THE CRANSTON GONZALEZ NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED, AND SUBTITLE B OF TITLE IV OF THE MCKINNEY-VENTO HOMELESS ASSISTANCE ACT OF 1987, AS AMENDED.

WHEREAS, the Secretary of Housing and Urban Development of the United States is authorized under Title I of the Housing and Community Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act of 1987, as amended to make grants to states and other units of general local government to help finance Community Development and Affordable Housing Programs; and

WHEREAS, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power, either individually or jointly with one or more other municipal corporations, to apply for, accept, and expend funds made available through the State, pursuant to the provision of any Federal law which is not inconsistent with the statutes or condition of this State, in order to administer, conduct or participate with the Federal Government in programs relating to the general welfare of the inhabitants of such municipal corporation; and;

WHEREAS, a number of municipalities have requested participation and the County of Orange had determined that it is desirable and in the public interest that it

make application for Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grant (ESG) funds as an Urban County; and

WHEREAS, participation by the County of Orange as an Urban County in the Community Development, HOME, and ESG Programs requires that municipalities and the County of Orange cooperate to undertake or assist in undertaking essential community housing and development activities that benefit low and moderate income people; and

WHEREAS, the Town of Cornwall agrees to participate in eligible activities to be conducted under the Orange County Urban County Entitlement Community Development Block Grant Program; and

WHEREAS, the Town Supervisor of the Town of Cornwall is authorized to renew, renew and amend, and/or execute a Cooperation Agreement and send notice of this election to the U.S. Department of Housing and Urban Development at the New York Field Office; and

WHEREAS, the aforesaid activities are in the best interest of the Town; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. the Town Supervisor is authorized to renew, renew and amend, and/or execute the Urban County CDBG Cooperation Agreement with the County of Orange to participate in the Orange County Urban County Entitlement Community Development Block Grant Program, HOME Investment Partnerships Program, and Emergency Solutions Grant pursuant to the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzalez National Affordable Housing Act of 1990,

as amended, and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act of 1987, as amended for the program years commencing Federal Fiscal Years 2024, 2025 and 2026 (and successive three-year qualification periods); and

2. this resolution shall take effect immediately upon its enactment, as provided by law.

Councilman McGuinness presented the foregoing resolution which was seconded by Councilwoman Michael-Razi ,

The vote on the foregoing resolution was as follows:

Virginia A. Scott, Councilwoman, voting AYE

J. Kerry McGuinness, Councilman, voting AYE

Timothy I. McCarty, Councilman, voting AYE

Rokhsha Michael-Razi , Councilwoman, voting AYE

Joshua Wojehowski, Supervisor, voting AYE

OFFICE OF TOWN CLERK
Town of Cornwall
County of Orange
State of New York

Jennifer McCormick
Town Clerk

183 Main Street
Cornwall, New York
12518

Phone (845)534-9100
FAX (845)534-4387

STATE of NEW YORK)

COUNTY of ORANGE)

TOWN of CORNWALL)

I, JENNIFER MCCORMICK, the duly elected and serving Town Clerk of the Town of Cornwall, Orange County, New York, do hereby certify that I have compared the preceding copy of the Resolution with the original thereof filed in my office on the 20th day of June 2023 and that the same is a true and correct copy of said original and the whole thereof, as far as the same relates to the subject matters referred therein.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of THE TOWN of CORNWALL This 23th day of June 2023.

Jennifer McCormick
Town Clerk, Town of Cornwall
Orange County, New York

SEAL:

ORANGE COUNTY LEGISLATURE

Committee: **Education and Economic Development**
Sponsors: **Sassi, Luján**
Co-Sponsors: **Paduch, Ramos, Tautel**

Agenda No. 16

RESOLUTION NO. 172 OF 2023

RESOLUTION AUTHORIZING THE ORANGE COUNTY URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT CONSORTIUM (hereinafter called "COUNTY") TO RENEW, RENEW AND AMEND AND/OR EXECUTE A NEW COOPERATION AGREEMENT WITH PARTICIPATING MUNICIPALITIES FOR THE PURPOSE OF UNDERTAKING THE HOME PROGRAM FOR THE PROGRAM YEAR COMMENCING FEDERAL FISCAL YEAR 2024 AND CONTINUING THROUGH FEDERAL FISCAL YEAR 2026 (AND SUCCESSIVE THREE-YEAR QUALIFICATION PERIODS) PURSUANT TO TITLE 11 OF THE CRANSTON-GONZALEZ NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED, (hereinafter called the "ACT").

WHEREAS, the Secretary of the U.S. Department of Housing and Urban Development ("HUD") is authorized, under the "ACT" to make grants to states and other units of general local government to help finance Affordable Housing Programs; and

WHEREAS, it is desirable and in the public interest that the COUNTY participate in the aforesaid HOME Program for the program year commencing Federal Fiscal Years 2024 through 2026 (and successive three-year qualification periods); and

WHEREAS, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power, either individually or jointly with one or more other municipal corporations, to apply for, accept and expend funds made available by the Federal government either directly or through the State, pursuant to the provisions of any Federal Law which is not inconsistent with the Statutes or Constitution of this State, in order to administer, conduct or participate with the Federal government in programs relating to the general welfare of the inhabitants of such municipal corporation; and

WHEREAS, applications for grants to finance Affordable Housing Programs under the "ACT" and any "Eligible Activities" thereunder are not inconsistent with the Statutes or Constitution of this State; and

WHEREAS, the COUNTY shall take all required actions to comply with the Urban County's certification required by the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, religion, sex, disability, familial status, or national origin under any program or activity receiving Federal financial assistance, Title VIII of the Civil Rights Act of 1968, Executive order 11988, the Fair Housing Act, and other applicable laws; and

WHEREAS, the HOME Program funding is specifically prohibited from activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction, or that impedes that County's action to comply with its fair housing certification; and

WHEREAS, participation by the COUNTY as an urban county in the HOME Programs requires that PARTICIPATING MUNICIPALITIES and the COUNTY cooperate in undertaking or assisting in undertaking essential housing activities pursuant to said Act, specifically those activities authorized by Statutes and pursuant to Articles 9 and 17 of the New York State Constitution; and

WHEREAS, the COUNTY and PARTICIPATING MUNICIPALITIES will cooperate in developing Affordable Housing Programs and applications for the HOME Investment Partnership ("HOME Program") which will be designed primarily for the purpose of meeting the priority needs and objectives of the participating localities based upon an inventory of housing needs developed mutually by local and county officials; and

WHEREAS, this Legislature deems it to be in the public interest for the COUNTY to automatically renew, renew and amend the existing Cooperation Agreement and/or execute a new Cooperation Agreement with PARTICIPATING MUNICIPALITIES for the aforesaid purposes.

NOW, THEREFORE, it is hereby

RESOLVED, that the County Executive of Orange County be and hereby is authorized to renew, renew and amend and/or execute a new Cooperation Agreement with the participating municipalities for the purpose of undertaking the HOME Program, pursuant to Title II of the National Affordable Housing Act of 1990, as amended for the program year commencing Federal Fiscal Years 2024, 2025 and 2026 (and successive three-year qualification periods).

ADOPTED BY THE FOLLOWING VOTE:
Ayes 19; Noes 0; Excused 1; Absent 1
(Excused: Sierra)
(Absent: Anagnostakis)

APPROVED: JUNE 1, 2023

Harold Porr III

HAROLD PORR, III, ACTING COUNTY EXECUTIVE
FOR
STEFAN "STEVEN" M. NEUHAUS, COUNTY EXECUTIVE

STATE OF NEW YORK
COUNTY OF ORANGE

THIS IS TO CERTIFY THAT I, JEAN M. RAMPPEN, Clerk of the County Legislature of said County of Orange, have compared the foregoing copy of resolution with the original resolution now on file in my office and which was passed by the County Legislature of said County of Orange on the 1st day of June, 2023 and that the same is a correct and true transcript of such original resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of said County Legislature this 2nd day of June, 2023.

Jean M. Rampen

Clerk of the County Legislature of the County of Orange

SCHEDULE "A"

ORANGE COUNTY HOME CONSORTIUM CONFIGURATION

QUALIFICATION PERIOD: FEDERAL FISCAL YEARS 2024, 2025 AND 2026

I. ORANGE COUNTY URBAN COUNTY CONSORTIUM MEMBERS

1. TOWN OF BLOOMING GROVE
2. TOWN OF CHESTER
3. TOWN OF CORNWALL
4. TOWN OF CRAWFORD
5. TOWN OF DEERPARK
6. TOWN OF GOSHEN
7. TOWN OF GREENVILLE
8. TOWN OF HAMPTONBURGH
9. TOWN OF HIGHLANDS
10. TOWN OF MINISINK
11. TOWN OF MONROE
12. TOWN OF MONTGOMERY
13. TOWN OF MOUNT HOPE
14. TOWN OF NEW WINDSOR
15. TOWN OF NEWBURGH
16. TOWN OF TUXEDO
17. TOWN OF WALLKILL
18. TOWN OF WARWICK
19. TOWN OF WAWAYANDA
20. TOWN OF WOODBURY
21. VILLAGE OF CHESTER
22. VILLAGE OF CORNWALL-ON-HUDSON
23. VILLAGE OF FLORIDA
24. VILLAGE OF GOSHEN
25. VILLAGE OF GREENWOOD LAKE
26. VILLAGE OF HARRIMAN
27. VILLAGE OF HIGHLAND FALLS
28. VILLAGE OF MAYBROOK
29. VILLAGE OF MONROE
30. VILLAGE OF MONTGOMERY
31. VILLAGE OF OTISVILLE
32. VILLAGE OF SOUTH BLOOMING GROVE
33. VILLAGE OF TUXEDO PARK
34. VILLAGE OF UNIONVILLE
35. VILLAGE OF WARWICK
36. VILLAGE OF WASHINGTONVILLE
37. VILLAGE OF WALDEN
38. VILLAGE OF WOODBURY

CITIES:

39. CITY OF MIDDLETOWN
40. CITY OF NEWBURGH
41. CITY OF PORT JERVIS

RECEIVED
JUN - 6 2023
BY:

ORANGE COUNTY LEGISLATURE

Committee: Education and Economic Development
Sponsors: Sassi, Luján
Co-Sponsors: Paduch, Ramos, Tautel

Agenda No. 17

RESOLUTION NO. 173 OF 2023

RESOLUTION AUTHORIZING THE COUNTY OF ORANGE TO RENEW, RENEW AND AMEND AND/OR EXECUTE NEW COOPERATION AGREEMENTS WITH COOPERATING COMMUNITIES LISTED ON THE SCHEDULE "A" ATTACHED HERETO, FOR THE PURPOSE OF UNDERTAKING COMMUNITY DEVELOPMENT AND HOME PROGRAMS FOR THE PROGRAM YEARS COMMENCING FEDERAL FISCAL YEARS 2024, 2025 AND 2026 (AND SUCCESSIVE THREE-YEAR QUALIFICATION PERIODS), PURSUANT TO TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, THE CRANSTON - GONZALEZ NATIONAL AFFORDABLE HOUSING ACT OF 1990, AS AMENDED, AND SUBTITLE B OF TITLE IV OF THE MCKINNEY-VENTO HOMELESS ASSISTANCE ACT OF 1987, AS AMENDED.

WHEREAS, the Secretary of Housing and Urban Development of the United States is authorized under Title I of the Housing and Community Act of 1974, as amended, and the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act of 1987, as amended, to make grants to states and other units of general local government to help finance Community Development and Affordable Housing Programs; and

WHEREAS, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power, either individually or jointly with one or more other municipal corporations, to apply for, accept, and expend funds made available through the State, pursuant to the provision of any Federal law which is not inconsistent with the statutes or condition of this State, in order to administer, conduct or participate with the Federal Government in programs relating to the general welfare of the inhabitants of such municipal corporation; and;

WHEREAS, a number of municipalities have requested participation and the County of Orange had determined that it is desirable and in the public interest that it make application for Community Development Block Grant, HOME Investment Partnerships Program and Emergency Solutions Grant (ESG) funds as an Urban County; and

WHEREAS, participation by the County of Orange as an Urban County in the Community Development, HOME, and ESG Programs requires that municipalities and the County of Orange cooperate to undertake or assist in undertaking essential community renewal and lower income housing assistance activities; and

WHEREAS, this Legislature deems it to be in the public interest for the County of Orange to amend and renew, automatically renew existing Cooperation Agreements, and/or execute new Cooperation Agreements with the municipalities listed on Schedule "A," attached hereto for the aforesaid purposes.

NOW, THEREFORE, it is hereby.

RESOLVED, that the County Executive of Orange County be and hereby is authorized to renew and amend, renew, and/or execute new Cooperation Agreements with the participating municipalities listed on Schedule "A," attached hereto, for the purposes of undertaking Community Development and HOME programs, pursuant to the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act of 1987, as amended for the program years commencing Federal Fiscal Years 2024, 2025 and 2026 (and successive three-year qualification periods).

ADOPTED BY THE FOLLOWING VOTE:
Ayes 19; Noes 0; Excused 1; Absent 1
(Excused: Sierra)
(Absent: Anagnostakis)

APPROVED: JUNE 1, 2023

Harold Porr

HAROLD PORR, III, ACTING COUNTY EXECUTIVE
FOR
STEFAN "STEVEN" M. NEUHAUS, COUNTY EXECUTIVE
139

STATE OF NEW YORK
COUNTY OF ORANGE

THIS IS TO CERTIFY THAT I, JEAN M. RAMPPEN, Clerk of the County Legislature of said County of Orange, have compared the foregoing copy of resolution with the original resolution now on file in my office and which was passed by the County Legislature of said County of Orange on the 1st day of June, 2023 and that the same is a correct and true transcript of such original resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of said County Legislature this 2nd day of June, 2023.

Jean M Ramppen

Clerk of the County Legislature of the County of Orange

SCHEDULE "A"

ORANGE COUNTY URBAN COUNTY CONSORTIUM CONFIGURATION

QUALIFICATION PERIOD: FEDERAL FISCAL YEARS 2024, 2025, AND 2026

I. ORANGE COUNTY URBAN COUNTY CONSORTIUM MEMBERS

1. TOWN OF BLOOMING GROVE
2. TOWN OF CHESTER
3. TOWN OF CORNWALL
4. TOWN OF CRAWFORD
5. TOWN OF DEERPARK
6. TOWN OF GOSHEN
7. TOWN OF GREENVILLE
8. TOWN OF HAMPTONBURGH
9. TOWN OF HIGHLANDS
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18. TOWN OF WARWICK
19. TOWN OF WAWAYANDA
20. TOWN OF WOODBURY
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33. VILLAGE OF TUXEDO PARK
34. VILLAGE OF UNIONVILLE
35. VILLAGE OF WARWICK
36. VILLAGE OF WASHINGTONVILLE
37. VILLAGE OF WALDEN
38. VILLAGE OF WOODBURY

Agenda Item #17

HAWKINS

HAWKINS DELAFIELD & WOOD LLP
140 BROADWAY, NEW YORK, NY 10005
(212) 820-9300 I HAWKINS.COM

(212) 820-9662

April 28, 2026

Town of Cornwall, New York
$375,000 Sanitation Truck
(Our File Designation: 5530/49105)

Pam Wood
Town of Cornwall
Town Hall
183 Main Street
Cornwall, NY 12518

Dear Pam:

Pursuant to the Town's request, we have prepared the attached Extract of Minutes of a Town Board meeting to be held June 16, 2026, showing adoption of the above bond resolution. Please note that the bond resolution is to be adopted by at least a two-thirds vote of the entire membership of the Town Board, without taking into consideration any temporary absences or vacancies. Therefore, four votes are required for adoption.

Exhibit A contains the form of Notice of Permissive Referendum to be published in the official Town newspaper and posted on the sign board of the Town maintained pursuant to subdivision 6 of §30 of the Town Law within ten (10) days after adoption of the bond resolution. Also attached is the Affidavit of Posting to be executed by the Town Clerk. A copy of the Notice, as posted, should be attached to this Affidavit.

Please obtain and forward to me a certified copy of the Extract of Minutes, an executed Affidavit of Posting, and an original or copy of the Affidavit of Publication. Upon receipt of such items, we will forward to the Village the additional documents required with respect to the estoppel publication.

With best regards, I am

Very truly yours,

Robert P. Smith

RPS/ml
Enclosures

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Cornwall, in the

County of Orange, New York

June 16, 2026

* * *

A meeting of the Town Board of the Town of Cornwall, in the County of Orange, New York, was held at the Town Hall, Cornwall, New York, on June 16, 2026.

There were present: Hon. Joshua T. Wojehowski, Supervisor; and

Councilpersons:

There were absent:

Also present: Jennifer McCormick, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

BOND RESOLUTION OF THE TOWN OF CORNWALL, NEW YORK, ADOPTED JUNE 16, 2026, AUTHORIZING THE ISSUANCE OF BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $375,000 TO FINANCE THE ACQUISITION OF A SANITATION TRUCK, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $375,000 AND APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE

THE TOWN BOARD OF THE TOWN OF CORNWALL, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. The Town of Cornwall, in the County of Orange, New York (herein called the "Town"), is hereby authorized to issue bonds in a principal amount not to exceed $375,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance the acquisition of a sanitation truck.

Section 2. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $375,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in a principal amount not to exceed $375,000 to finance said appropriation, the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 28 of the Law, is fifteen (15) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of

the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and Section 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to publish or cause to be published, in full, in the official newspaper of the Town, having a general circulation within said Town, and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form appearing in Exhibit A hereto.

Section 8. The Town Clerk is hereby authorized and directed, after said bond resolution shall take effect, to cause said bond resolution to be published, in summary, in the

official newspaper of the Town, having a general circulation within said Town, together with a Notice in substantially the form as provided by Section 81.00 of the Law.

Section 9. This resolution replaces the Bond Resolution in the amount of $375,000.00 adopted by the Town Board on May 19, 2026, which resolution is hereby repealed.

* * *

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

AYES:

NOES:

The resolution was declared adopted.

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EXHIBIT A

(Below is the Notice for Publication and Posting)

TOWN OF CORNWALL, NEW YORK

PLEASE TAKE NOTICE that on June 16, 2026, the Town Board of the Town of Cornwall, in the County of Orange, New York, adopted a bond resolution entitled:

> "Bond Resolution of the Town of Cornwall, New York, adopted June 16, 2026, authorizing the issuance of bonds in a principal amount not to exceed $375,000 to finance the acquisition of a sanitation truck, stating the estimated maximum cost thereof is $375,000 and appropriating said amount for such purpose,"

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING the Town of Cornwall, New York to issue bonds in a principal amount not to exceed $375,000 pursuant to the Local Finance Law of the State of New York, to finance the acquisition of a sanitation truck at the estimated maximum cost of $375,000.

SECOND: STATING that the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $375,000; appropriating said amount for such purpose; and STATING that the plan of financing includes the issuance of bonds in a principal amount not to exceed $375,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable;

THIRD: DETERMINING and STATING that the period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purposes for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds and any bond anticipation notes issued in anticipation of said bonds and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof;

SIXTH: STATING the conditions under which the validity of the bonds and any notes issued in anticipation thereof may be contested: and

SEVENTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: June 16, 2026

Jennifer McCormick
Town Clerk

CERTIFICATE

I, JENNIFER McCORMICK, Town Clerk of the Town of Cornwall, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Cornwall duly called and held on June 16, 2026, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Cornwall this 16th day of June, 2026.

(SEAL)

_____

Town Clerk

AFFIDAVIT OF POSTING

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

JENNIFER McCORMICK, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned she was the duly qualified and acting Town Clerk of the Town of Cornwall, State of New York;

That on _____, 2026, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on June 16, 2026, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

_____
Town Clerk

Subscribed and sworn to before me

this _____ day of May, 2026.

_____
Notary Public, State of New York