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

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. Zoning Change Request – Shore Road – Presentation
2. Traffic Safety - Update
3. **Action Item** - Correction of Resolution Dated May 19 2026
4. **Action Item** - Helpsy Bin for Municipalities
5. **Action Item** – Introduce Local Law & Schedule Public Hearing: "No Parking" Designation – Academy Avenue Extension
6. **Action Item** - Special Events Permits
    a. Chamber of Commerce Fall Festival & Halloween Spooktacular
    b. Storm King Decision – July 11th Event
    c. Storm King Fun Run
7. **Action Item** - Independent Living Inc & Town of Cornwall MOU & BAA
8. **Action Item** - Resolution - 2025 Justice Court Audit
9. **Action Item** - Resolution – Gift to Sands Ring Homestead
10. **Action Item** – Resolution – Dangerous Dog Proceedings
11. **Action Item** - Security Upgrades: Additional Security Cameras
12. **Action Item** - Fail Safe Technologies Renewal
13. **Action Item** - Millennium Strategies – Water Quality Improvement Program (WQIP) Grant Proposal
14. **Action Item** - CDBG Urban County Participation
15. Items Received After Final Agenda Publication

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

Public Comment – 3 Minute Limit

Committee Reports

-Town Board Member Liaison Reports

-Supervisor's Updates

Adjournment

Agenda Item #1

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.

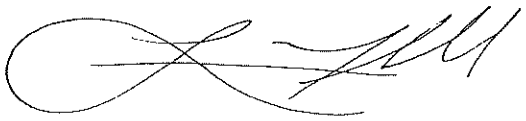
As a New York State certified Pro-Housing Community, this requested zoning change would assist the Town of Cornwall in meeting the goals of the New York State Homes and Community Renewal.

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.

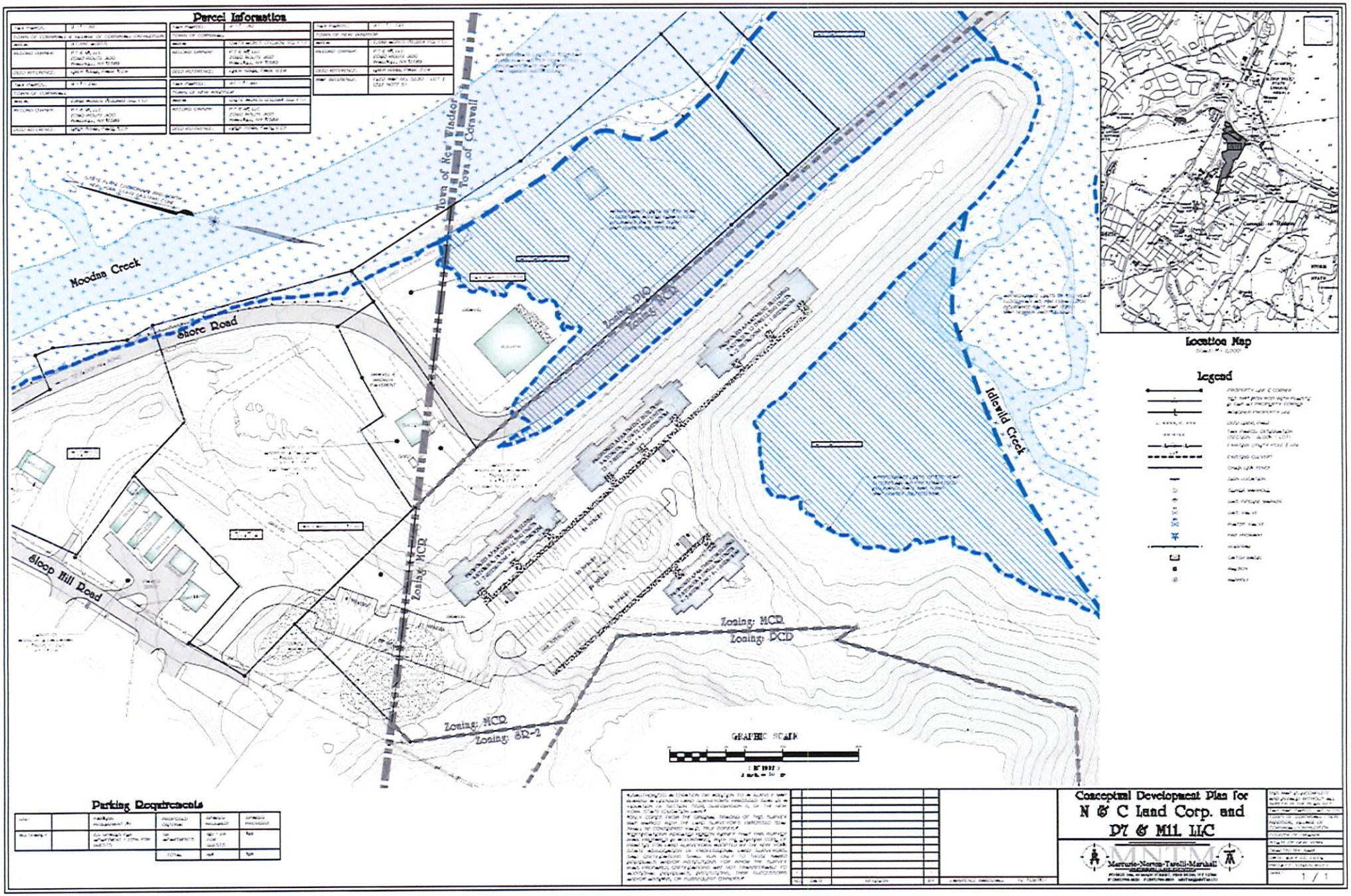
Sincerely,



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
Idlewild Creek
Zoning: HCR
Zoning: PID
Zoning: MCR
Zoning: PCD
Zoning: MCR
Zoning: SR-2
GRAPHIC SCALE
Location Map
Legend
Parking Requirements
Conceptual Development Plan for
N & C Land Corp. and
D7 & M11, LLC
MNTM
Mercurio-Norton-Tarolli-Marshall

Agenda Item #2

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 #3

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 #4

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 #5

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

Agenda Item #6

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

Greater Cornwall

Name of Applicant: Chamber of Commerce Telephone No. .

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.

RECEIVED APR 10 2026 TOWN CLERK - TOWN OF CORNWALL

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

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, Ky

Email (required): info@cornwallchamber.org

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

RECEIVED APR 10 2026 TOWN CLERK TOWN OF CORNWALL

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 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: 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 #

ACORD

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 1379367	All Active US Rotary Clubs & Districts 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 Included						MED EXP (Any one person)	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
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? N/A (Mandatory in NH)						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

#7

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 #8

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 #9

Agenda Item #10

WHEREAS, Drake Loeb PLLC, represent the Town under an annual Retainer Agreement; and

WHEREAS, the Town Board wishes to authorize Drake Loeb PLLC to prosecute all Town violations regarding dogs, including dangerous dog proceedings, for the year 2026;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Board does hereby create and establish a special prosecutor to prosecute all violations regarding dogs, including dangerous dog proceedings; and

2. That the Town Board does hereby appoint Drake Loeb PLLC, to act as "special prosecutor" in such cases for 2026;

_____ 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 _____

Agenda Item #11

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
Blw PD + Historical Society
0 • C

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

006

4 • 911 • 35 *

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Agenda Item #12

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 #13

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 #14

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. Rampfen

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 A Porr III

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