AGENDA
Cornwall Town Board
Work Session / Regular Meeting
Tuesday, July 14, 2026
7:00 p.m.
TENTATIVE

Pledge of Allegiance

Public Comment on Agenda Items – 3 Minute Limit

Approval of Minutes: May 21, 2026 Comprehensive Plan Public Hearing, June 2, 2026 Special Meeting, June 9, 2026 Work Session, June 16, 2026 Regular Meeting

Public Hearings: Proposed Local Laws: No Parking Designation – Academy Ave Extension, Land Use Moratorium

Agenda Items

1. Star Warehouse Stormwater Control Facility Maintenance Agreement
2. Town Code Amendment Request – Park Regulations
3. Stop Sign Request - Sycamore & Shore Drive
4. **Action Item:** Intermunicipal Agreement - 2026-2027 Snow & Ice Control on Certain County Roads
5. **Action Item:** Request for Temporary Partial Road Closure – Russell Street
6. **Action Item:** Hudson Valley Golf Foundation & Town of Cornwall MOU
7. **Action Item:** Ice House Project - Authorize Bid
8. **Action Item:** M & R Energy Renewal
9. **Action Item:** Cornwall CSE Transportation Services – Amendment 7
10. **Action Item:** Correction of Minutes - May 19, 2026
11. **Action Item:** Committee Appointments: Cornwall Conservation Advisory Committee & BOE
12. **Action Item:** Warrant #7
13. Items Received After Final Agenda Publication

AGENDA
Cornwall Town Board
Work Session / Regular Meeting
Tuesday, July 14, 2026
7:00 p.m.
TENTATIVE

Public Comment – 3 Minute Limit

Committee Reports

-Tree Warden Report

-Town Board Member Liaison Reports

-Supervisor's Updates

Adjournment

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

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

Local Law Filing

Pursuant to Municipal Home Rule Law §27

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

_____ of the year 2026

Local Law Title:

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

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

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

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

For Office Use Only

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

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

TOWN OF CORNWALL
INTRODUCTORY LOCAL LAW NO. ___ OF 2026

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

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

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

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

Add to the list of enumerated locations the following text:

Name of Street	Side	Location
Academy Avenue Extension	Both	Entire Street

Section 3. Separability

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

Section 4. Superseding Provision.

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

Section 5. Repeal

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

Section 6. Effective Date

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

Local Law Filing

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

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

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

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

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

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____ and was
(Name of Legislative Body)
(approved)(not approved)(repassed after disapproval) by the _____ on
(Elective Chief Executive Officer)*
_____ 20____.
Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____ in accordance with the applicable provisions of law.

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

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

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

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

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

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

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

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

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

_____
Jennifer McCormick, Town Clerk

(Seal)

_____
(Date)

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

INTRODUCTORY LOCAL LAW NO. ____ OF THE YEAR 2026

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

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

Section 1. Intent and Authority

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

Section 2. Short Title

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

Section 3. Definitions

"Code" means the Town of Cornwall Code.

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

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

"Town" means the Town of Cornwall.

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

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

Section 4. Legislative Purpose

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5: Imposition of Moratorium

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

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

Section 6: Exceptions

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

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

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

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

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

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

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

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

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

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

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

Section 5. Alleviation of Extraordinary Hardship

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

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

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

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

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

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

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

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

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

Section 6. Penalties

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

Section 7. Superseding and Repealer Provisions

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

Section 8. Validity

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

Section 9. Effective Date

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

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

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

_____

Jennifer McCormick, Town Clerk
Town of Cornwall

Dated: _____ __, 2026

(SEAL)

STATE OF NEW YORK)
COUNTY OF ORANGE) ss:

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

_____

William A. Frank, Town Attorney
Town of Cornwall

Dated: _____ __, 2026

Agenda Item #1

WHITEMAN
OSTERMAN
& HANNA LLP

Attorneys at Law
www.woh.com

One Commerce Plaza
Albany, New York 12260
518.487.7600 phone
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Robert S. Rosborough IV
Partner
518.487.7608 phone
rrosborough@woh.com

June 26, 2026

VIA EMAIL AND FEDEX

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

RE: *Approval of Star Warehouse Stormwater Control Facility Maintenance Agreement*

Dear Supervisor Wojehowski and Members of the Town Board:

My firm office represents Cornwall Properties, LLC in connection with the above-referenced matter. Enclosed for your review and approval is the Stormwater Control Facility Maintenance Agreement between my client and the Town for the expansion of the Star Warehouse, tax lot 33-1-49.12, the site plan for which was previously approved by the Planning Board. The Agreement was previously provided to Town Attorney Dominic Cordisco for review and approval.

We respectfully request that the Town Board place the Star Warehouse Stormwater Control Facility Maintenance Agreement on its next meeting agenda for review and approval. Thank you for your consideration.

Respectfully submitted,

Robert S. Rosborough IV

Enclosure

cc: Dominic Cordisco, Esq.
Nick Rugnetta, Pietrzak & Pfau

Town of Cornwall
Orange County, New York
Stormwater Control Facility Maintenance Agreement

Whereas, the **TOWN OF CORNWALL**, Orange County, New York ("the Town"), a municipal corporation with an office located at 183 Main Street, Cornwall, New York 12518 and **CORNWALL PROPERTIES, LLC**, a New York limited liability company having an address at 1600 63rd Street, Brooklyn, New York 11204 ("the Facility Owner"), want to enter into an agreement to provide for the long term construction, maintenance and continuation of stormwater control measures approved by the Town for the project described in the project plans referred to below for property identified as tax lot 33-1-49.12 and further described on certain approved plan entitled "Star Warehouse Expansion Plan" prepared by Pietrzak & Pfau Engineering and Surveying, PLLC last revised on November 27, 2024 (the "Premises")

Whereas, there exists certain approved project plans ("Site Plans") entitled "Star Warehouse Expansion Plan," prepared by Pietrzak & Pfau Engineering and Surveying, PLLC, dated July 26, 2010 and last revised November 27, 2024, which is intended to be one and the same Site Plan as approved by the Planning Board, which plans depict the aforementioned stormwater control measures, which stormwater control measures the Facility Owner represents to the Town were designed in accordance with the prevailing and required stormwater control and treatment practices and regulations required by the Town and/or the New York State Department of Environmental Conservation ("DEC"), and

Whereas, the Town and the Facility Owner desire that the stormwater control measures be built in accordance with the Site Plan and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity by the Facility Owner, its heirs, successors and assigns in order to ensure the ongoing and intended performance of the components, and

Whereas, the stormwater control measures may also need to be periodically maintained, cleaned, repaired, and/or replaced to function in accordance with such practices and/or regulations as may be amended and/or revised from time-to-time by the governing body having jurisdiction over the same, and

Now, therefore, the Town and the Facility Owner agree as follows:

1. This agreement binds the Town and the Facility Owner, its heirs, successors and assigns, to the construction, maintenance and continuation of stormwater control measures depicted in the approved Site Plans that are attached as **Schedule A** of this agreement and made a part hereof. The stormwater control measures may include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices, catch basins, manholes and stormwater treatment and management ponds.

2. The Facility Owner, its heirs, successors and assigns shall be responsible for all expenses

related to the construction, maintenance and continuation of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

3. The Facility Owner, its heirs, successors and assigns shall provide for the periodic inspection of the stormwater control measures, not less than once in every three year period, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Town, within thirty days of the inspection, a written report of the findings including recommendations for those actions necessary for the repair and/or continuation of the stormwater control measures.

4. The Facility Owner, its heirs, successors and assigns shall maintain, clean, repair, replace and continue the stormwater control measures depicted in **Schedule A** as necessary to ensure their intended performance. At a minimum, the Facility Owner shall perform the tri-annual maintenance described in **Schedule B** hereto. Such maintenance shall be performed at least once every third calendar year. As part of such tri-annual maintenance, the Facility Owner shall also perform such work as recommended in the report prepared by the Professional Engineer in accordance with paragraph 3 above. Within thirty (30) days of the tri-annual maintenance being completed, the Facility Owner shall submit to the Town a verified statement attesting to the fact that the maintenance measures set forth on **Schedule B** have been completed and that the work recommended by the Professional Engineer has also been completed.

5. The Facility Owner, its heirs, successors and assigns shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Town, which approval the Town can withhold in its sole discretion.

6. The Facility Owner, its heirs, successors and assigns shall undertake necessary repairs and replacement of the stormwater control measures at the direction of the Town or in accordance with the recommendations of the inspecting engineer. The Town's right to require repairs and/or replacement shall not constitute a special duty, and it shall not relieve the Facility Owner of any obligation imposed on the Facility Owner by applicable law.

7. The Facility Owner, its heirs, successors and assigns shall provide to the Town within sixty (60) days of demand by notice therefor such financial security as is reasonable required by the Town. The financial security shall be for a sum of money that is sufficient for the maintenance and continuation of the stormwater control measures, and the sum of money shall be determined by the Town Engineer. The financial security shall be in the form of a letter of credit, performance bond or deposit of money into an escrow account maintained by the Town. If the security is via a letter of credit or performance bond, then it shall be a form satisfactory to the attorney and for the Town. The Town can require additional security to be posted by the Facility Owner by giving thirty (30) days advance written

notice to the Facility Owner, which notice shall be mailed to the last known address for the Facility Owner that is on record with the Assessor of the Town.

8. The Facility Owner irrevocably gives permission to the Town to enter the Premises and perform such inspections and/or patrols of the Premises as the Town deems, in its sole discretion, to be reasonably necessary to investigate the performance of the stormwater control measures and Facility Owner's performance of its obligations hereunder. Such inspections and/or patrols can be performed by the Town without notice or pre-conditions as the Town considers appropriate under the circumstances. Said inspections and/or patrols can be performed by any authorized person acting on behalf of the Town, including, but not limited to, its police officers, and/or code enforcement personnel. The permission granted hereby is in addition to any other right the Town has to inspect the Premises, and it is not a limitation thereof. This permission shall not be revoked so long as the Premises is used and operated on property within the Town of Wallkill that is open to the public and/or pursuant to an approved site plan or special use permit.

9. This agreement shall be recorded in the office of the County Clerk, County of Orange together with any deed for the common property, if any, and shall be included in the offering plan and/or prospectus, if applicable to the Site Plan. This agreement and the requirements contained herein (including the requirements set forth in Schedule A) shall run with the land and shall bind the Facility Owner, its heirs, successors and assigns forever. The Facility Owner, its heirs, successors and assigns agree to execute any documents required by the Town in connection with this agreement and the implementation of this agreement, and failure to so execute any such documents shall constitute a violation of this agreement.

10. If the Town determines that the Facility Owner, its heirs, successors and assigns has failed to construct or maintain the stormwater control measures in accordance with the Site Plan or has failed to undertake corrective action specified by the Town or by the inspecting engineer, or if the Facility Owner, its heirs, successors and assigns has failed to execute any documents required by the Town in connection with this agreement and the implementation of this agreement, and/or failed to post such security as required by the Town, then the Town is authorized to undertake such steps as may be reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property and/or levy and collect such expenses in the same form and manner as taxes are levied and collected on the Premises. The Town is authorized to take any and all other actions against the Facility Owner, its heirs, successors and assigns as may be allowed by local, County, State or Federal Law to enforce this agreement and/or collect any expenses incurred by the Town, to bring about performance of the Facility Owner's obligations hereunder.

11. In addition and without limitation to any other penal provision and/or enforcement mechanism available to the Town, it shall be a violation of the provisions of Chapter 121 of the Town Code of the Town of Cornwall to fail to maintain the stormwater control measures in conformity with the approved Site Plan, this Agreement or

applicable law. Any such violations shall be punishable as provided under applicable law, including enforcement action by the Town Building Inspector.

12. Whenever reference is made in this agreement to "the Town," the same shall be deemed to mean agents, elected officials, officers, employees and subcontractors of and consultants to the Town. Whenever reference is made in this agreement to "Facility Owner," the same shall be deemed to also refer to the Facility Owner's directors, officers, consultants and successors.

13. This agreement is effective as of _____ ____, 2025.

[*Signature Page Follows*]

TOWN OF CORNWALL

By: Joshua T. Wojehowski, Supervisor

FACILITY OWNER
CORNWALL PROPERTIES, LLC

By:
Title: Member

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

On the ____ day of _____, 2023, before me, the undersigned, a notary public in and for said state, personally appeared **Joshua T. Wojehowski**, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.:

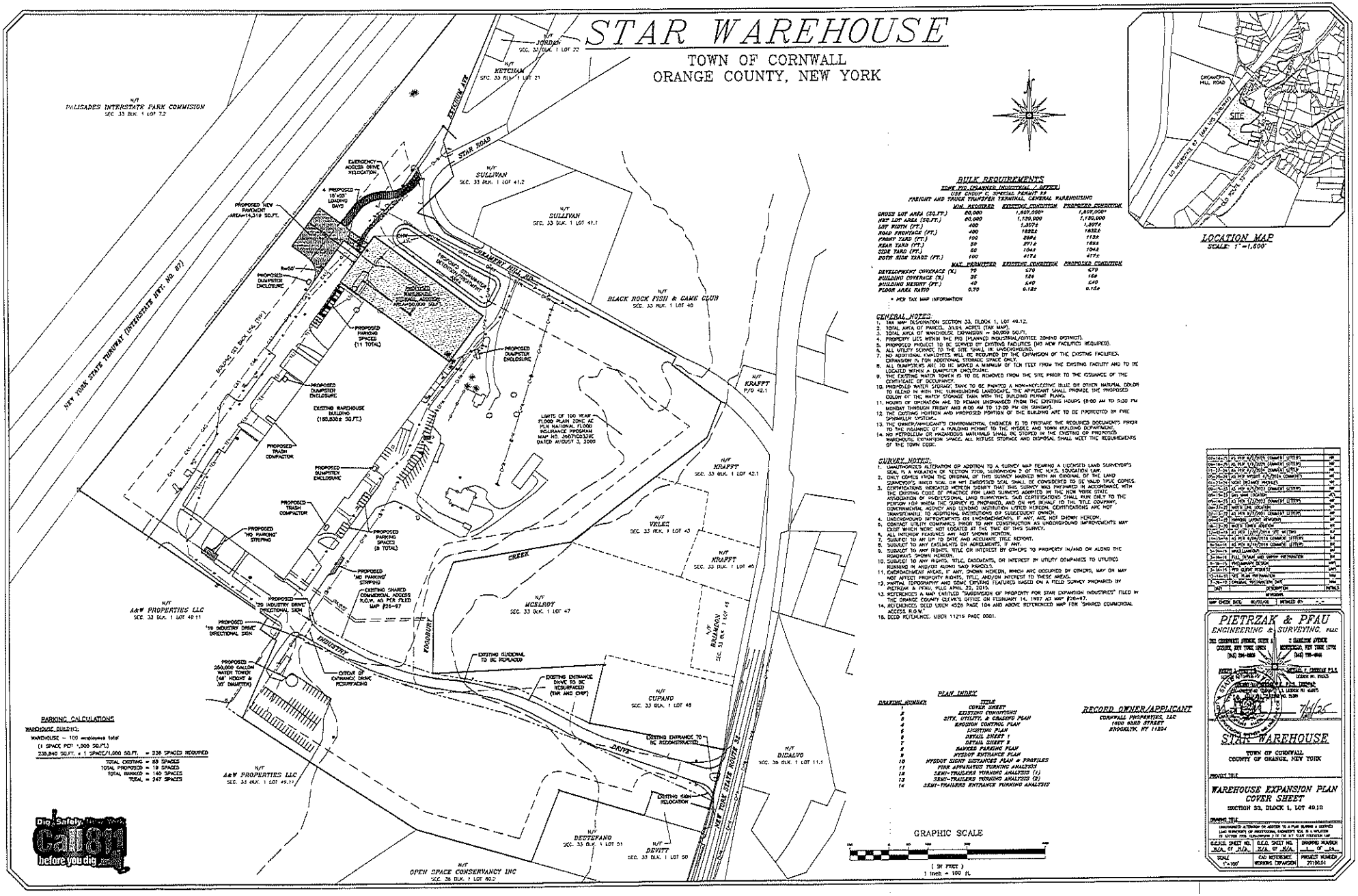
On the ____ day of_____, 2023, before me, the undersigned, a notary public in and for said state, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and he/she acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

STAR WAREHOUSE

TOWN OF CORNWALL
ORANGE COUNTY, NEW YORK



LOCATION MAP
SCALE: 1"=1,000'

BULK REQUIREMENTS

ZONE PID (PLANNED INDUSTRIAL / OFFICE)
USE GROUP C, SPECIAL PERMIT 23
FREIGHT AND TRUCK TRAFFIC/BUS TERMINAL, GENERAL WAREHOUSING

	MIN. REQUIRED	EXISTING CONDITION	PROPOSED CONDITION
GROSS LOT AREA (SQ.FT.)	80,000	1,607,000±	1,607,000±
NET LOT AREA (SQ.FT.)	80,000	1,130,000	1,130,000
LOT WIDTH (FT.)	400	1,307±	1,307±
ROAD FRONTAGE (FT.)	400	1852±	1852±
FRONT YARD (FT.)	100	2961±	1126±
REAR YARD (FT.)	50	291±	165±
SIDE YARD (FT.)	50	1045	1045
BOTH SIDE YARDS (FT.)	100	4171±	4171±
	MAX PERMITTED	EXISTING CONDITION	PROPOSED CONDITION
DEVELOPMENT COVERAGE (%)	70	47.0	47.0
BUILDING COVERAGE (%)	35	16.8	16.8
BUILDING HEIGHT (FT.)	45	54.0	54.0
FLOOR AREA RATIO	0.70	0.182	0.168

* PER TAX MAP INFORMATION

GENERAL NOTES:

1. TAX MAP DESIGNATION SECTION 33, BLOCK 1, LOT 49.12.
2. TOTAL AREA OF PARCEL: 36.9± ACRES (TAX MAP).
3. TOTAL AREA OF WAREHOUSE EXPANSION = 30,000 SQ.FT.
4. PROPERTY LIES WITHIN THE PID (PLANNED INDUSTRIAL/OFFICE ZONING DISTRICT).
5. PROPOSED PROJECT TO BE SERVED BY EXISTING FACILITIES (NO NEW FACILITIES REQUIRED).
6. ALL UTILITY SERVICES TO THE SITE SHALL BE UNDERGROUND.
7. NO ADDITIONAL EMPLOYEES WILL BE REQUIRED BY THE EXPANSION OF THE EXISTING FACILITIES. EXPANSION IS FOR ADDITIONAL STORAGE SPACE ONLY.
8. ALL DUMPSTERS ARE TO BE MOVED A MINIMUM OF TEN FEET FROM THE EXISTING FACILITY AND TO BE LOCATED WITHIN A DUMPSTER ENCLOSURE.
9. THE EXISTING WATER TOWER #3 TO BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
10. PROPOSED WATER STORAGE TANK TO BE PAINTED A NON-REFLECTIVE BLUE OR OTHER NATURAL COLOR TO BLEND IN WITH THE SURROUNDING LANDSCAPE. THE APPLICANT SHALL PROVIDE THE PROPOSED COLOR OF THE WATER STORAGE TANK WITH THE BUILDING PERMIT PLANS.
11. HOURS OF OPERATION ARE TO REMAIN UNCHANGED FROM THE EXISTING HOURS (8:00 AM TO 5:30 PM MONDAY THROUGH FRIDAY AND 8:00 AM TO 12:00 PM ON SUNDAY).
12. THE EXISTING PORTION AND PROPOSED PORTION OF THE BUILDING ARE TO BE PROTECTED BY FIRE SPRINKLER SYSTEMS.
13. THE OWNER/APPLICANT'S ENVIRONMENTAL ENGINEER IS TO PREPARE THE REQUIRED DOCUMENTS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT TO THE HYDRO AND TOWN BUILDING DEPARTMENT.
14. NO PETROLEUM OR HAZARDOUS MATERIALS SHALL BE STORED IN THE EXISTING OR PROPOSED WAREHOUSE EXPANSION SPACE. ALL REFUSE STORAGE AND DISPOSAL SHALL MEET THE REQUIREMENTS OF THE TOWN CODE.

SURVEY NOTES:

1. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE N.Y.S. EDUCATION LAW.
2. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED SEAL OR MAY EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.
3. CERTIFICATIONS INDICATED HEREON SIGNIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS. SAID CERTIFICATIONS SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON. CERTIFICATIONS ARE NOT TRANSFERRABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS, IF ANY, ARE NOT SHOWN HEREON.
5. CONTACT UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AS UNDERGROUND IMPROVEMENTS MAY EXIST WHICH WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
6. ALL INTERIOR FEATURES ARE NOT SHOWN HEREON.
7. SUBJECT TO AN UP TO DATE AND ACCURATE TITLE REPORT.
8. SUBJECT TO ANY EASEMENTS OR AGREEMENTS, IF ANY.
9. SUBJECT TO ANY RIGHTS, TITLE OR INTEREST BY OTHERS TO PROPERTY IN/AND OR ALONG THE ROADWAYS SHOWN HEREON.
10. SUBJECT TO ANY RIGHTS, TITLE, EASEMENTS, OR INTEREST BY UTILITY COMPANIES TO UTILITIES RUNNING IN AND/OR ALONG SAID PARCELS.
11. ENCROACHMENT AREAS, IF ANY, SHOWN HEREON, WHICH ARE OCCUPIED BY OTHERS, MAY OR MAY NOT AFFECT PROPERTY RIGHTS, TITLE AND/OR INTEREST TO THESE AREAS.
12. PARTIAL TOPOGRAPHY AND SOME CULTURAL FEATURES BASED ON A FIELD SURVEY PREPARED BY PIETRZAK & PFAU, PLLC APRIL 22, 2016.
13. REFERENCED A MAP ENTITLED "SUBDIVISION OF PROPERTY FOR STAR EXPANSION INDUSTRIES" FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON FEBRUARY 14, 1967 AS MAP #26-67.
14. RECONCILED DEED LIBER 4526 PAGE 104 AND ABOVE REFERENCED MAP FOR "SHARED COMMERCIAL ACCESS, R.O.W."
15. DEED REFERENCE: LIBER 11215 PAGE 0001.

PLAN INDEX

DRAWING NUMBER	TITLE
1	COVER SHEET
2	EXISTING CONDITIONS
3	SITE, UTILITY, & GRADING PLAN
4	ENLARGED EXISTING PLAN
5	LIGHTING PLAN
6	DETAIL SHEET 1
7	DETAIL SHEET 2
8	BANKED PARKING PLAN
9	HYDRO ENTRANCE PLAN
10	HYDRO SIGHT DISTANCES PLAN & PROFILES
11	FIRE APPARATUS TURNING ANALYSIS
12	SEMI-TRAILERS TURNING ANALYSIS (1)
13	SEMI-TRAILERS TURNING ANALYSIS (2)
14	SEMI-TRAILERS ENTRANCE TURNING ANALYSIS

RECORD OWNER/APPLICANT

CORNWALL PROPERTIES, LLC
1400 BOYD STREET
BROOKLYN, NY 11224

PARKING CALCULATIONS

WAREHOUSE BUILDING:
WAREHOUSE – 100 employees total
(1 SPACE PER 1,000 SQ.FT.)
238,840 SQ.FT. x 1 SPACE/1,000 SQ.FT. = 238 SPACES REQUIRED

TOTAL EXISTING = 69 SPACES
TOTAL PROPOSED = 19 SPACES
TOTAL PARKED = 140 SPACES
TOTAL = 247 SPACES

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

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NO.	DESCRIPTION	INITIALS
	REVISIONS	

MAP CHECK DATE: 06/30/00 INITIALED BY:

PIETRZAK & PFAU
ENGINEERING & SURVEYING, PLLC
305 COMMERCIAL STREET, SUITE 4 — 4 GARDNER AVENUE
COCKEN, NEW YORK 12524 — NORTHVILLE, NEW YORK 12134
(845) 534-5959 — (845) 728-4644

MICHAEL J. PIETRZAK P.E. — MICHAEL F. PFAU P.E.
LICENSED PROFESSIONAL ENGINEER — LICENSED PROFESSIONAL ENGINEER
NO. 075943 — NO. 063673
LICENSED LAND SURVEYOR — LICENSED LAND SURVEYOR
NO. 050942 — NO. 50390

7/11/25

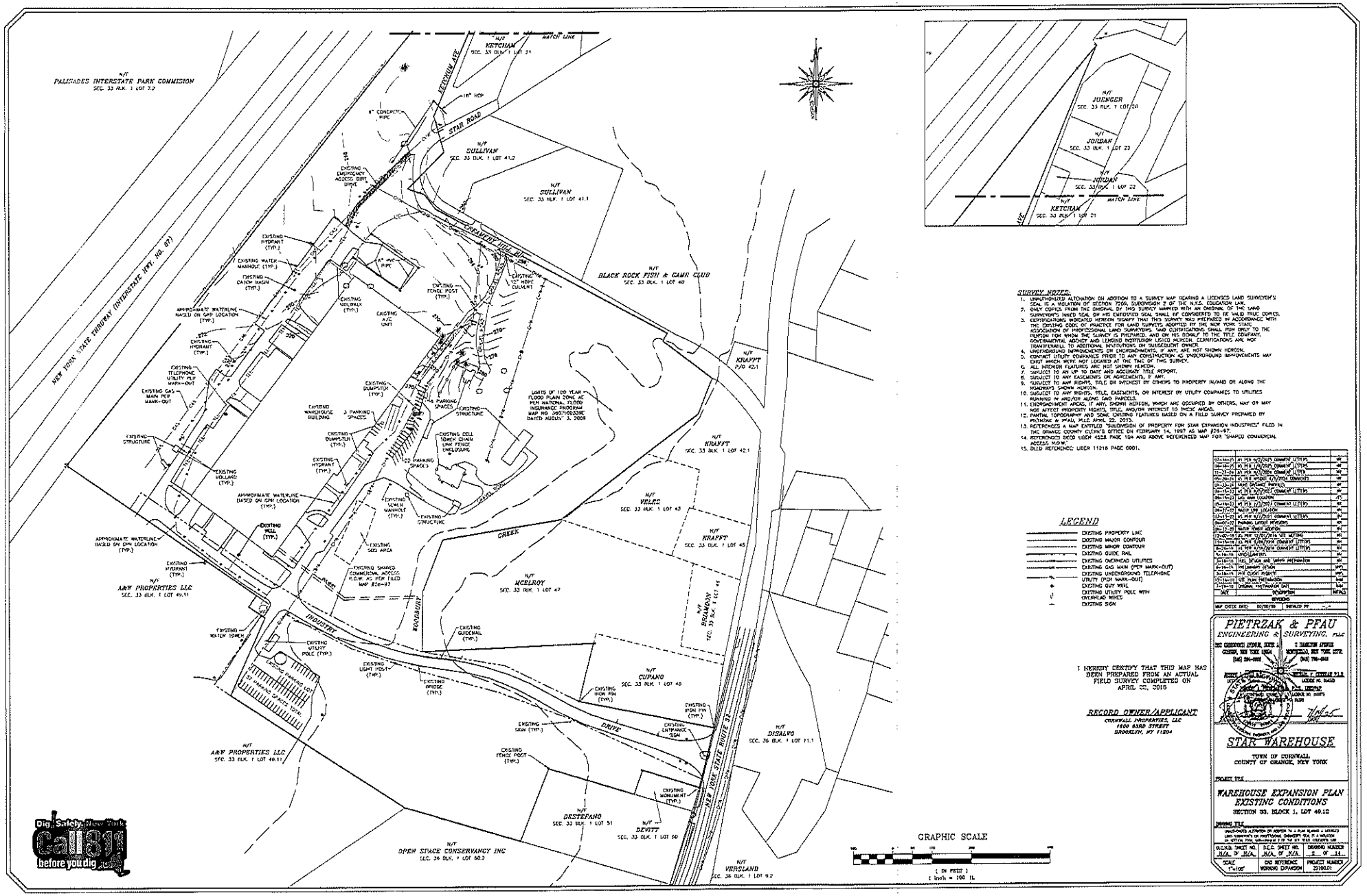
STAR WAREHOUSE
TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK

PROJECT TITLE
WAREHOUSE EXPANSION PLAN
COVER SHEET
SECTION 33, BLOCK 1, LOT 49.12

DRAWING TITLE
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW

SCALE	CAD REFERENCE: WORKING EXPANSION	PROJECT NUMBER 20106.01
1"=100'		

G.C.A.D. SHEET NO.	D.E.C. SHEET NO.	DRAWING NUMBER
N/A OF N/A	N/A OF N/A	1 OF 14



SURVEY NOTES:

1. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE N.Y.S. EDUCATION LAW.
2. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED SEAL OR HIS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.
3. CERTIFICATIONS INDICATED HEREON SIGNIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE CURRENT CODE OF PRACTICE FOR LAND SURVEYS, ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS. SAID CERTIFICATIONS SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNER.
4. UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS, IF ANY, ARE NOT SHOWN HEREON.
5. CONTACT UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION. LOCATIONS OF UNDERGROUND IMPROVEMENTS MAY EXIST WHICH WERE NOT LOCATED AT THE TIME OF THIS SURVEY.
6. ALL INTERIOR FEATURES ARE NOT SHOWN HEREON.
7. SUBJECT TO AN UP TO DATE AND ACCURATE TITLE REPORT.
8. SUBJECT TO ANY EASEMENTS OR AGREEMENTS, IF ANY.
9. SUBJECT TO ANY RIGHTS, TITLE OR INTEREST BY OTHERS TO PROPERTY INLAND OR ALONG THE BOUNDARYS SHOWN HEREON.
10. SUBJECT TO ANY RIGHTS, TITLE, EASEMENTS, OR INTEREST BY UTILITY COMPANIES TO UTILITIES RUNNING IN AND/OR ALONG SAID PARCELS.
11. ENCROACHMENT AREAS, IF ANY, SHOWN HEREON, WHICH ARE OCCUPIED BY OTHERS, MAY OR MAY NOT AFFECT PROPRIETY RIGHTS, TITLE, AND/OR INTEREST TO THESE AREAS.
12. PARTIAL TOPOGRAPHY AND SOME EXISTING FEATURES BASED ON A FIELD SURVEY PREPARED BY PIETRZAK & PFAU PLLC APRIL 22, 2013.
13. REFERENCES A MAP ENTITLED "SUBDIVISION OF PROPERTY FOR STAR EXPANSION INDUSTRIES" FILED IN THE ORANGE COUNTY CLERK'S OFFICE ON FEBRUARY 14, 1997 AS MAP #26-97.
14. REFERENCES DEED LIBER 4528 PAGE 194 AND ABOVE REFERENCED MAP FOR "SHARED COMMERCIAL ACCESS R.O.W."
15. OLD REFERENCE: LIBER 11216 PAGE 0001.

LEGEND

- EXISTING PROPERTY LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING GUIDE RAIL
- EXISTING OVERHEAD UTILITIES
- EXISTING GAS MAIN (PEP MARK-OUT)
- EXISTING UNDERGROUND TELEPHONE UTILITY (PDH MARK-OUT)
- EXISTING GUY WIRE
- EXISTING UTILITY POLE WITH OVERHEAD WIRES
- EXISTING SIGN

I HEREBY CERTIFY THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY COMPLETED ON APRIL 22, 2013

RECORD OWNER/APPLICANT
CRAWFALL PROPERTIES, LLC
1600 63RD STREET
BROOKLYN, NY 11204

MAP CHECK DATE:	10/22/13	INITIALED BY:

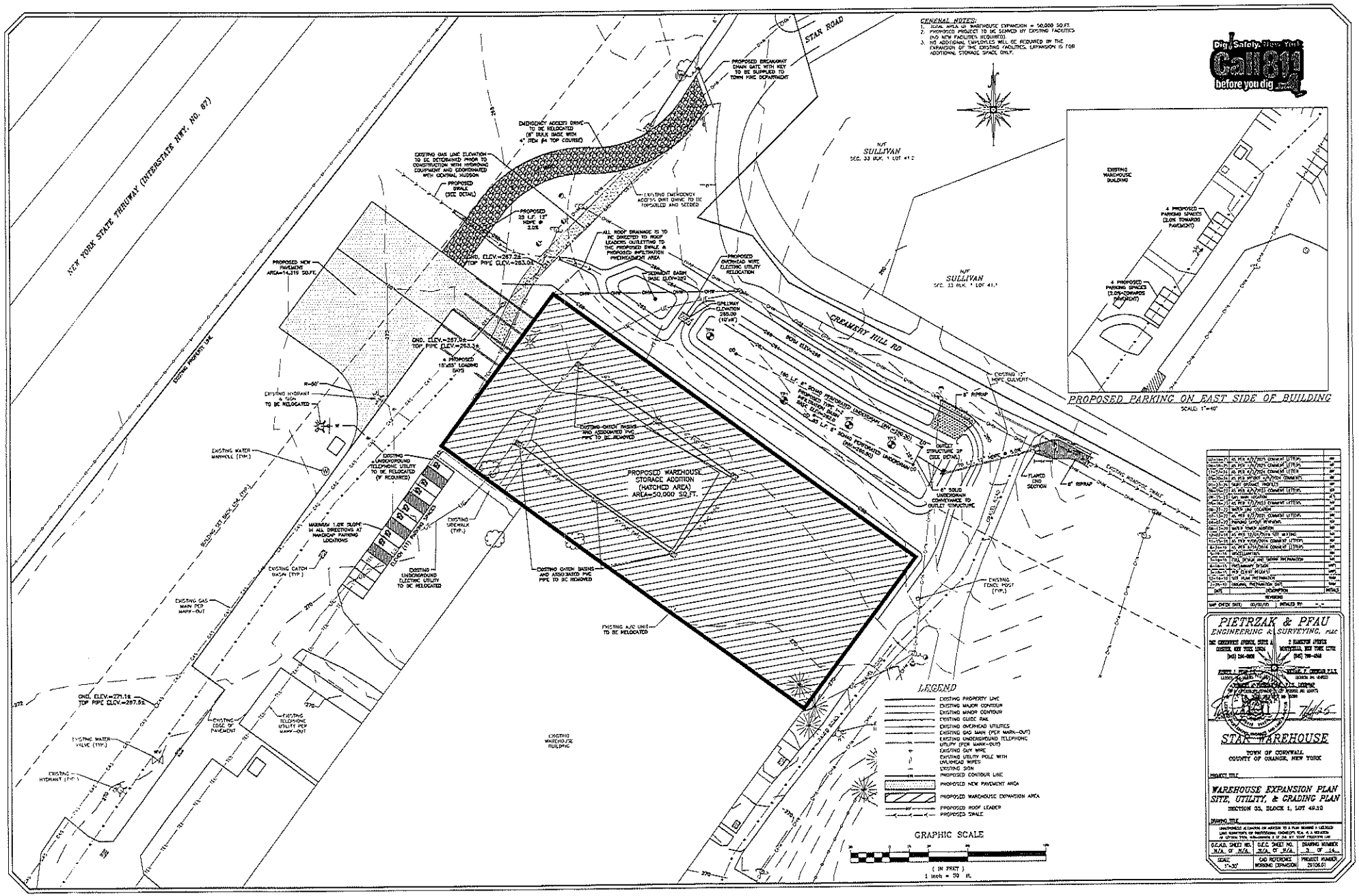
PIETRZAK & PFAU
ENGINEERING & SURVEYING, PLLC
(845) 294-3300 (845) 796-1868
LICENSED PROFESSIONAL ENGINEER
LICENSED LAND SURVEYOR

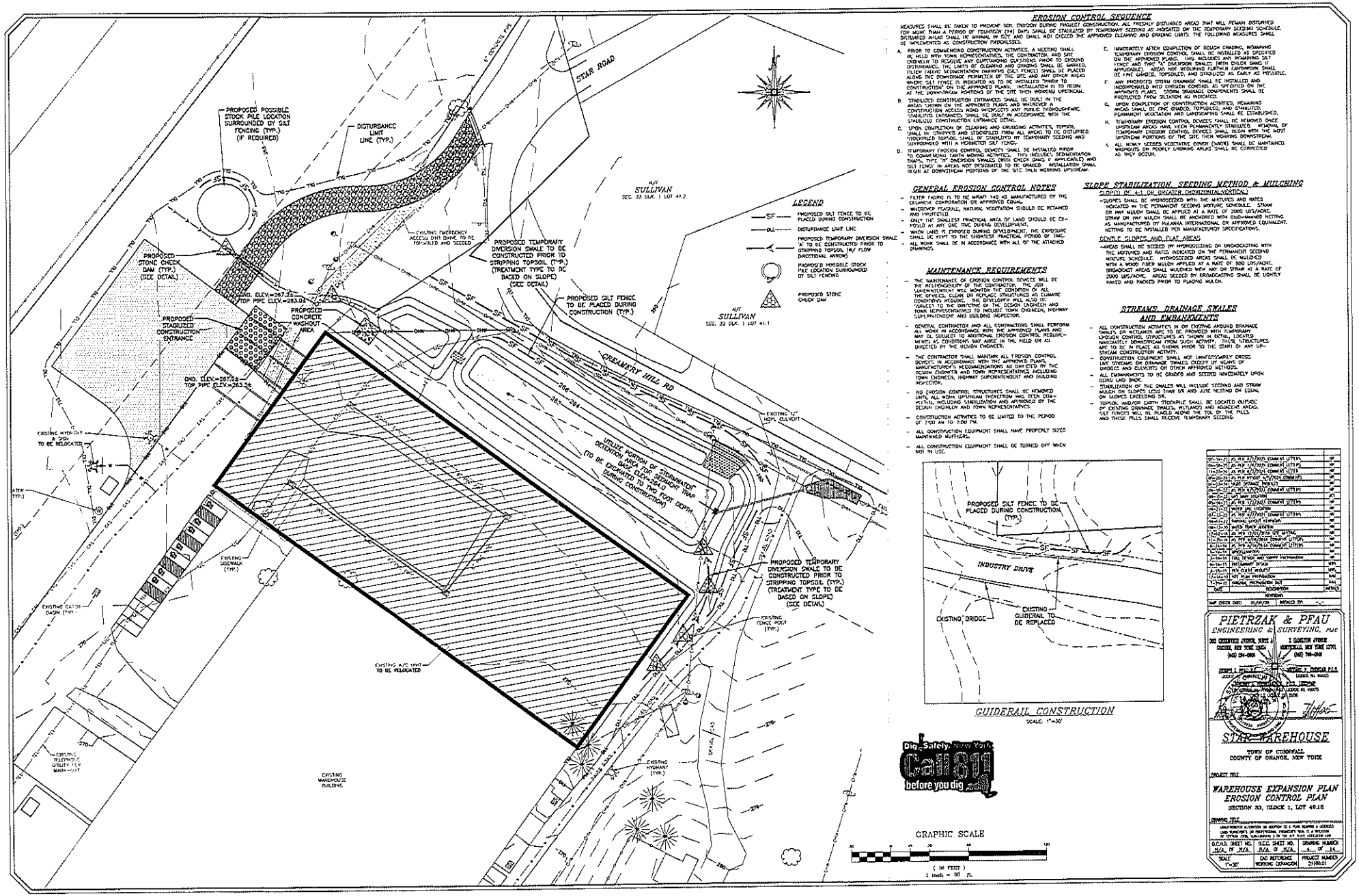
STAR WAREHOUSE
TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK

PROJECT TITLE
WAREHOUSE EXPANSION PLAN
EXISTING CONDITIONS
SECTION 33, BLOCK 1, LOT 49.12

DRAWING TITLE

SCALE	DO REFERENCE WORKING DRAWING	PROJECT NUMBER 23100.01
1"=100'		


GENERAL NOTES:
1. TOTAL AREA OF WAREHOUSE EXPANSION = 50,000 SQ.FT.
2. PROPOSED PROJECT TO BE SERVED BY EXISTING FACILITIES (NO NEW FACILITIES REQUIRED).
3. NO ADDITIONAL EMPLOYEES WILL BE REQUIRED BY THE EXPANSION OF THE EXISTING FACILITIES. EXPANSION IS FOR ADDITIONAL STORAGE SPACE ONLY.
Dig Safely. New York
Call 811 before you dig
STAR ROAD
NEW YORK STATE THRUWAY (INTERSTATE HWY. NO. 87)
EXISTING PROPERTY LINE
N/F SULLIVAN SEC. 33 BLK. 1 LOT 41.1
PROPOSED BREAKAWAY CHAIN GATE WITH KEY TO BE SUPPLIED TO TOWN FIRE DEPARTMENT
EMERGENCY ACCESS DRIVE TO BE RELOCATED (8" RUN BASE WITH 4" RCA #4 TOP COURSE)
EXISTING GAS LINE ELEVATION TO BE DETERMINED PRIOR TO CONSTRUCTION WITH HYDRONIC EQUIPMENT AND COORDINATED WITH CENTRAL HUDSON
PROPOSED SWALE (SEE DETAIL)
EXISTING EMERGENCY ACCESS DRIVE TO BE TOPSOILED AND SEEDED
PROPOSED 20 LF. 12" HDPE @ 2.0%
TOP
ALL ROOF DRAINAGE IS TO BE DIRECTED TO ROOF LEADERS, OUTLETTING TO THE PROPOSED SWALE & PROPOSED INFILTRATION PRETREATMENT AREA
PROPOSED OVERHEAD WIRE ELECTRIC UTILITY RELOCATION
CREAMERY HILL RD
SIGHT DISTANCE PROFILE
PROPOSED NEW PAVEMENT AREA=14,319 SQ.FT.
GND. ELEV.=267.22
TOP PIPE ELEV.=263.04
GND. ELEV.=267.38
TOP PIPE ELEV.=263.04
4 PROPOSED 10'x20' LOADING DAYS
EXISTING HYDRANT & SIGN TO BE RELOCATED
EXISTING WATER MANHOLE (TYP.)
EXISTING UNDERGROUND TELEPHONIC UTILITY TO BE RELOCATED (IF REQUIRED)
MAXIMUM 1.0% SLOPE IN ALL DIRECTIONS AT HANDICAP PARKING LOCATIONS
EXISTING CATCH BASIN (TYP.)
EXISTING UNDERGROUND ELECTRIC UTILITY TO BE RELOCATED
EXISTING SIDEWALK (TYP.)
EXISTING GAS MAIN PER MARK-OUT
EXISTING CATCH BASINS AND ASSOCIATED PIPE TO BE REMOVED
PROPOSED WAREHOUSE STORAGE ADDITION (HATCHED AREA) AREA=50,000 SQ.FT.
EXISTING A/C UNIT TO BE RELOCATED
EXISTING WAREHOUSE BUILDING
GND. ELEV.=271.16
TOP PIPE ELEV.=267.82
EXISTING WATER VALVE (TYP.)
EXISTING HYDRANT (TYP.)
EXISTING EDGE OF PAVEMENT
EXISTING TELEPHONE UTILITY PER MARK-OUT
EXISTING CATCH BASIN
PROPOSED 6" HDPE PERFORATED UNDERDRAIN (SEE DETAIL)
EXISTING 12" HDPE CULVERT
6" RIPRAP
OUTLET STRUCTURE (SEE DETAIL)
6" SOLID UNDERDRAIN CONVEYANCE TO OUTLET STRUCTURE
FLARED END SECTION
EXISTING WOODLINE (TYP.)
EXISTING FENCE POST (TYP.)
PROPOSED PARKING ON EAST SIDE OF BUILDING
SCALE: 1"=40'
EXISTING WAREHOUSE BUILDING
4 PROPOSED PARKING SPACES (2.00% COMPACT PAVEMENT)
LEGEND
EXISTING PROPERTY LINE
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR
EXISTING GUIDE RAIL
EXISTING OVERHEAD UTILITIES
EXISTING GAS MAIN (PER MARK-OUT)
EXISTING UNDERGROUND TELEPHONIC UTILITY (PER MARK-OUT)
EXISTING GUY WIRE
EXISTING UTILITY POLE WITH OVERHEAD WIRES
EXISTING SIGN
PROPOSED CONTOUR LINE
PROPOSED NEW PAVEMENT AREA
PROPOSED WAREHOUSE EXPANSION AREA
PROPOSED ROOF LEADER
PROPOSED SWALE
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
PIETRZAK & PFAU
ENGINEERING & SURVEYING, PLLC
STAR WAREHOUSE
TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK
WAREHOUSE EXPANSION PLAN
SITE, UTILITY, & GRADING PLAN
SECTION 33, BLOCK 1, LOT 49.10
SCALE: 1"=30'
PROJECT NUMBER: 2016.01



EROSION CONTROL SEQUENCE

MEASURES SHALL BE TAKEN TO PREVENT SOIL EROSION DURING PROJECT CONSTRUCTION. ALL FRESHLY DISTURBED AREAS THAT WILL REMAIN DISTURBED FOR MORE THAN A PERIOD OF FOURTEEN (14) DAYS SHALL BE STABILIZED BY TEMPORARY SEEDING AS INDICATED ON THE TEMPORARY SEEDING SCHEDULE. DISTURBED AREAS SHALL BE MINIMAL IN SIZE AND SHALL NOT EXCEED THE APPROVED CLEARING AND GRADING LIMITS. THE FOLLOWING MEASURES SHALL BE IMPLEMENTED AS CONSTRUCTION PROGRESSES:

A. PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES, A MEETING SHALL BE HELD WITH TOWN REPRESENTATIVES, THE CONTRACTOR, AND SITE ENGINEER TO RESOLVE ANY OUTSTANDING QUESTIONS PRIOR TO GROUND DISTURBANCE. THE LIMITS OF CLEARING AND GRADING SHALL BE MARKED. SILTEN FABRIC SEDIMENTATION BARRIERS (SILT FENCE) SHALL BE PLACED ALONG THE DOWNSTREAM PERIMETER OF THE SITE AND ANY OTHER AREAS WHERE SILT FENCE IS INDICATED AS TO BE INSTALLED PRIOR TO CONSTRUCTION ON THE APPROVED PLANS. INSTALLATION IS TO BEGIN AT THE DOWNSTREAM PORTIONS OF THE SITE WHEN WORKING UPSTREAM.

B. STABILIZED CONSTRUCTION ENTRANCES SHALL BE BUILT IN THE AREAS SHOWN ON THE APPROVED PLANS AND WHEREVER A CONSTRUCTION ACCESS ROAD INTERSECTS ANY PUBLIC THOROUGHFARE. STABILIZED ENTRANCES SHALL BE BUILT IN ACCORDANCE WITH THE STABILIZED CONSTRUCTION ENTRANCE DETAIL.

C. UPON COMPLETION OF CLEARING AND GRUBBING ACTIVITIES, TOPSOIL SHALL BE STRIPPED AND STOCKPILED FROM ALL AREAS TO BE DISTURBED. STOCKPILED TOPSOIL SHALL BE STABILIZED BY TEMPORARY SEEDING AND SURROUNDED WITH A PERIMETER SILT FENCE.

D. TEMPORARY EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO COMMENCING EARTH MOVING ACTIVITIES. THIS INCLUDES SEDIMENTATION TRAPS, TYPE 'D' DIVERSION SWALES (WITH CHECK DAMS IF APPLICABLE) AND SILT FENCE IN AREAS NOT DESIGNATED TO BE GRADED. INSTALLATION SHALL BEGIN AT DOWNSTREAM PORTIONS OF THE SITE THEN WORKING UPSTREAM.

E. IMMEDIATELY AFTER COMPLETION OF ROUGH GRADING, REMAINING TEMPORARY EROSION CONTROL SHALL BE INSTALLED AS SPECIFIED ON THE APPROVED PLANS. THIS INCLUDES ANY REMAINING SILT FENCE AND TYPE 'A' DIVERSION SWALES (WITH CHECK DAMS IF APPLICABLE). AREAS NOT WORKED FURTHER (EXPANSION SHALL BE +/-5' GRADED, TOPSOILED, AND STABILIZED AS EARLY AS POSSIBLE.

F. ANY PROPOSED STORM DRAINAGE SHALL BE INSTALLED AND INCORPORATED INTO EROSION CONTROL AS SPECIFIED ON THE APPROVED PLANS. STORM DRAINAGE COMPONENTS SHALL BE PROTECTED FROM SILTATION AS INDICATED.

G. UPON COMPLETION OF CONSTRUCTION ACTIVITIES, REMAINING AREAS SHALL BE FINE GRADED, TOPSOILED, AND STABILIZED. PERMANENT VEGETATION AND LANDSCAPING SHALL BE ESTABLISHED.

H. TEMPORARY EROSION CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION AREAS HAVE BEEN PERMANENTLY STABILIZED. REMOVAL OF TEMPORARY EROSION CONTROL DEVICES SHALL BEGIN WITH THE MOST UPSTREAM PORTIONS OF THE SITE THEN WORKING DOWNSTREAM.

I. ALL NEWLY SEEDED VEGETATIVE COVER (LAWN) SHALL BE MAINTAINED. WASHOUTS OR POORLY GROWING AREAS SHALL BE CORRECTED AS THEY OCCUR.

GENERAL EROSION CONTROL NOTES

- FILTER FABRIC IS TO BE MIRAFI 140 AS MANUFACTURED BY THE CELANESE CORPORATION OR APPROVED EQUAL.
- WHEREVER FEASIBLE, NATURAL VEGETATION SHOULD BE RETAINED AND PROTECTED.
- ONLY THE SMALLEST PRACTICAL AREA OF LAND SHOULD BE EXPOSED AT ANY ONE TIME DURING DEVELOPMENT.
- WHEN LAND IS EXPOSED DURING DEVELOPMENT, THE EXPOSURE SHALL BE KEPT TO THE SHORTEST PRACTICAL PERIOD OF TIME.
- ALL WORK SHALL BE IN ACCORDANCE WITH ALL OF THE ATTACHED DRAWINGS.

MAINTENANCE REQUIREMENTS

- THE MAINTENANCE OF EROSION CONTROL DEVICES WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE JOB SUPERINTENDENT WILL MONITOR THE CONDITION OF ALL THE DEVICES. CLEAN OR REPLACE STRUCTURES AS CLIMATIC CONDITIONS REQUIRE. THE DEVELOPER WILL ALSO BE SUBJECT TO THE DIRECTIONS OF THE DESIGN ENGINEER AND TOWN REPRESENTATIVES TO INCLUDE TOWN ENGINEER, HIGHWAY SUPERINTENDENT AND BUILDING INSPECTOR.
- GENERAL CONTRACTOR AND ALL CONTRACTORS SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE APPROVED PLANS AND MAY BE SUBJECT TO ADDITIONAL EROSION CONTROL REQUIREMENTS AS CONDITIONS MAY ARISE IN THE FIELD OR AS DIRECTED BY THE DESIGN ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES IN ACCORDANCE WITH THE APPROVED PLANS, MANUFACTURER'S RECOMMENDATIONS AS DIRECTED BY THE DESIGN ENGINEER AND TOWN REPRESENTATIVES INCLUDING TOWN ENGINEER, HIGHWAY SUPERINTENDENT AND BUILDING INSPECTOR.
- NO EROSION CONTROL STRUCTURES SHALL BE REMOVED UNTIL ALL WORK UPSTREAM THEREFROM HAS BEEN COMPLETED AND STABILIZED, INCLUDING STABILIZATION AS APPROVED BY THE DESIGN ENGINEER AND TOWN REPRESENTATIVES.
- CONSTRUCTION ACTIVITIES TO BE LIMITED TO THE PERIOD OF 7:00 AM TO 7:00 PM.
- ALL CONSTRUCTION EQUIPMENT SHALL HAVE PROPERLY SIZED MAINTAINED MUFFLERS.
- ALL CONSTRUCTION EQUIPMENT SHALL BE TURNED OFF WHEN NOT IN USE.

SLOPE STABILIZATION, SEEDING METHOD & MULCHING

SLOPES OF 4:1 OR GREATER (HORIZONTAL:VERTICAL):

- SLOPES SHALL BE HYDROSEEDED WITH THE MIXTURES AND RATES INDICATED IN THE PERMANENT SEEDING MIXTURE SCHEDULE. STRAW OR HAY MULCH SHALL BE APPLIED AT A RATE OF 2000 LBS/ACRE. STRAW OR HAY MULCH SHALL BE ANCHORED WITH BIO-DEGRADABLE NETTING AS MANUFACTURED BY NILANKA INTERNATIONAL OR APPROVED EQUIVALENT. NETTING TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.

GENTLE SLOPES AND FLAT AREAS

- AREAS SHALL BE SEEDED BY HYDROSEEDING OR BROADCASTING WITH THE MIXTURES AND RATES INDICATED ON THE PERMANENT SEEDING MIXTURE SCHEDULE. HYDROSEEDED AREAS SHALL BE MULCHED WITH A WOOD FIBER MULCH APPLIED AT A RATE OF 500 LBS/ACRE. BROADCAST AREAS SHALL MULCHED WITH HAY OR STRAW AT A RATE OF 2000 LBS/ACRE. AREAS SEEDED BY BROADCASTING SHALL BE LIGHTLY RAKED AND PACKED PRIOR TO PLACING MULCH.

STREAMS, DRAINAGE SWALES AND EMBANKMENTS

- ALL CONSTRUCTION ACTIVITIES IN OR EXISTING AROUND DRAINAGE SWALES OR WETLANDS ARE TO BE PROVIDED WITH TEMPORARY EROSION CONTROL STRUCTURES AS SHOWN IN DETAIL. LOCATED IMMEDIATELY DOWNSTREAM FROM SUCH ACTIVITY. THESE STRUCTURES ARE TO BE IN PLACE AS NORMAL PRIOR TO THE START OF ANY UP-STREAM CONSTRUCTION ACTIVITY.
- CONSTRUCTION EQUIPMENT SHALL NOT UNNECESSARILY CROSS LIVE STREAMS OR DRAINAGE SWALES EXCEPT BY MEANS OF BRIDGES AND CULVERTS OR OTHER APPROVED METHODS.
- ALL EMBANKMENTS TO BE GRADED AND SEEDED IMMEDIATELY UPON BEING LAID BACK.
- STABILIZATION OF THE SWALES WILL INCLUDE SEEDING AND STRAW MULCH ON SLOPES LESS THAN 5% AND JUTE NETTING ON EQUAL OR SLOPES EXCEEDING 5%.
- TOPSOIL AND/OR EARTH STOCKPILE SHALL BE LOCATED OUTSIDE OF EXISTING DRAINAGE SWALES, WETLANDS AND ADJACENT AREAS. SILT FENCES WILL BE PLACED ALONG THE TOE OF THE PILES AND THESE PILES SHALL RECEIVE TEMPORARY SEEDING.

GUIDERAIL CONSTRUCTION
SCALE: 1"=30'

Dig Safely. New York Call 811 before you dig

12	10-14-25	AS PER 9/2/2025 COMMENT LETTER
11	06-16-25	AS PER 5/9/2025 COMMENT LETTER
10	12-23-24	AS PER 11/27/2024 COMMENT LETTER
9	09-16-24	AS PER WORK 7/1/2024 COMMENTS
8	04-01-24	ADD DRAINAGE INFO (2)
7	03-04-24	ADD DRAINAGE INFO (1)
6	06-16-23	AS PER 6/6/2023 COMMENT LETTER
5	04-17-23	ADD SWM INFORM
4	03-16-23	AS PER 3/13/2023 COMMENT LETTER
3	02-17-23	AS PER 2/7/2023 COMMENT LETTER
2	01-23-23	REVISED LAYOUT INFORM
1	12-19-22	ADD SWPPP INFORM
0	12-12-22	AS PER 12/7/2022 SITE MEETING
11	11-21-18	AS PER 9/26/2018 COMMENT LETTER
10	10-31-18	AS PER 9/26/2018 COMMENT LETTER
9	10-15-18	MISCELLANEOUS
8	10-04-18	ADD SEWER AND SEPTIC INFORMATION
7	09-18-18	ADD DRAINAGE DETAILS
6	08-16-18	ADD SEWER DETAILS
5	07-31-18	ADD SEWER INFORMATION
4	07-16-18	ADD WATER INFORMATION
3	06-18-18	ADD SEWER INFORMATION
2	05-16-18	GENERAL REVISIONS (2)
1	04-16-18	GENERAL REVISIONS (1)
DATE		DESCRIPTION
		REVISIONS
MAP CHECK DATE:		DRAWN BY:

PIETRZAK & PFAU
ENGINEERING & SURVEYING, PLLC
302 CENTRAL AVENUE, SUITE 2 — CHESTER, NEW YORK 10918 — (845) 294-0606
2 HAMILTON AVENUE — MONTGOMERY, NEW YORK 12549 — (845) 786-2040

STAR WAREHOUSE

TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK

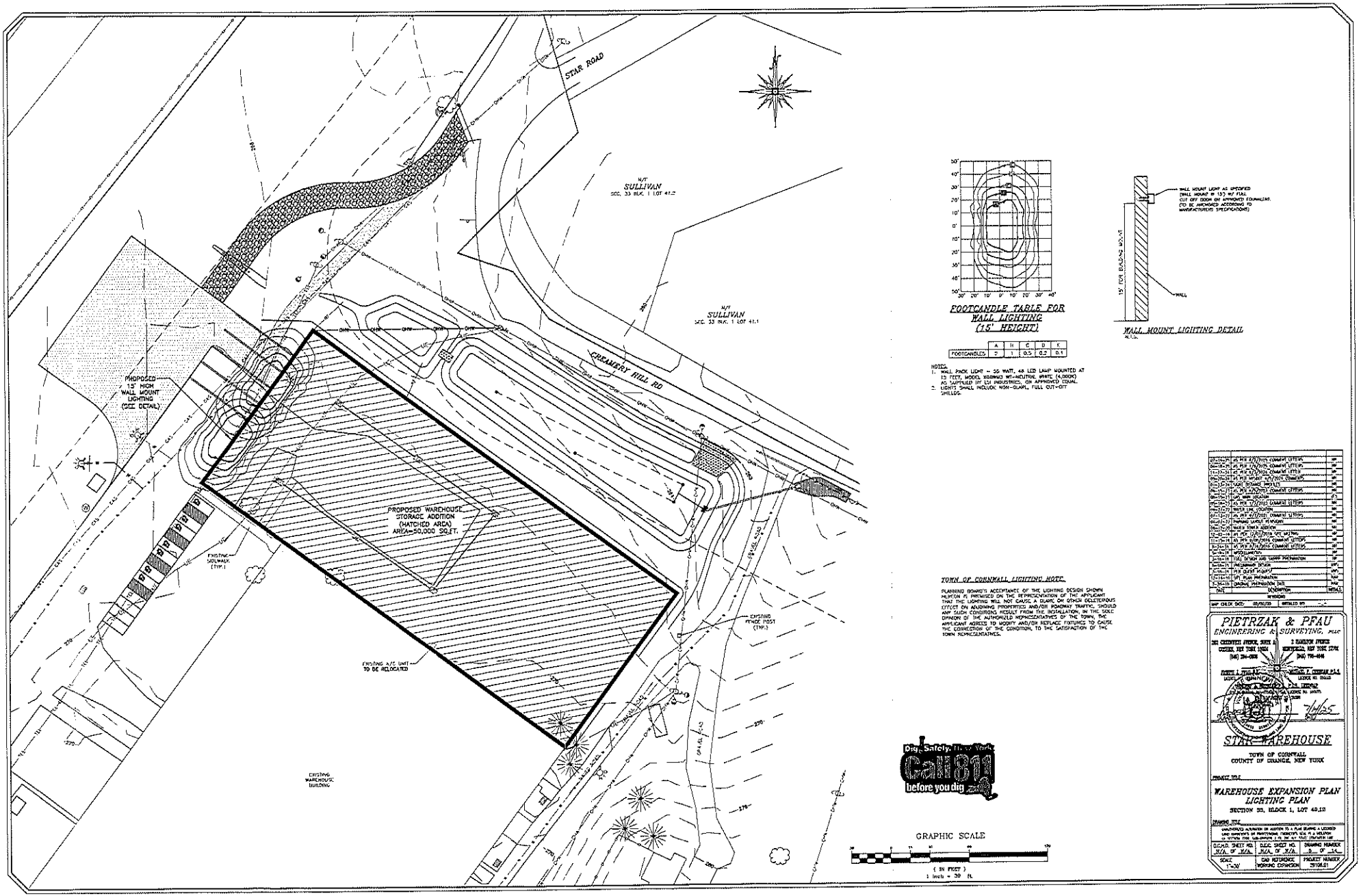
PROJECT TITLE

WAREHOUSE EXPANSION PLAN
EROSION CONTROL PLAN
SECTION 33, BLOCK 1, LOT 40.16

DRAWING TITLE

UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED LAND SURVEYOR'S OR PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF STATE LAW, SUBDIVISION 2 OF SECTION 7209 OF THE N.Y. STATE EDUCATION LAW

CAD SHEET NO.	DCC SHEET NO.	DRAWING NUMBER	
N/A OF N/A	N/A OF N/A	4 OF 14	
SCALE	CAD REFERENCE	PROJECT NUMBER	
1"=30'	WORKING EXPANSION	2516.01	



FOOTCANDLE TABLE FOR
WALL LIGHTING
(15' HEIGHT)

	A	B	C	D	E
FOOTCANDLES	0	1	0.5	0.2	0.1

NOTES:
1. WALL PACK LIGHT - 35 WATT, 48 LED LAMP MOUNTED AT 15 FEET, MODEL XSWM40 WT-NEUTRAL WHITE (4,000K) AS SUPPLIED BY LUI INDUSTRIES, OR APPROVED EQUAL.
2. LIGHTS SHALL INCLUDE NON-GLARE, FULL CUT-OFF SHIELDS.

WALL MOUNT LIGHTING DETAIL

TOWN OF CORNWALL LIGHTING NOTE

PLANNING BOARD'S ACCEPTANCE OF THE LIGHTING DESIGN SHOWN HEREON IS PREMISED ON THE REPRESENTATION OF THE APPLICANT THAT THE LIGHTING WILL NOT CAUSE A GLARE, OR OTHER OBJECTIONABLE EFFECT ON ADJOINING PROPERTIES AND/OR ROADWAY TRAFFIC. SHOULD ANY SUCH CONDITIONS RESULT FROM THE INSTALLATION, IN THE SOLE OPINION OF THE AUTHORIZED REPRESENTATIVES OF THE TOWN, THE APPLICANT AGREES TO MODIFY AND/OR REPLACE FIXTURES TO CAUSE THE CORRECTION OF THE CONDITION, TO THE SATISFACTION OF THE TOWN REPRESENTATIVES.

Dig Safely. New York
Call 811
before you dig

NO.	DESCRIPTION	INITIALS
	REVISIONS	
MAP CHECK DATE: 03/30/22	INITIALED BY:	

PIETRZAK & PFAU
ENGINEERING & SURVEYING, PLLC

STAR WAREHOUSE

TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK

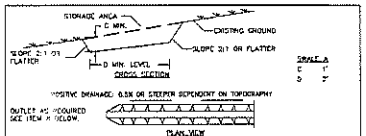
PROJECT TITLE

WAREHOUSE EXPANSION PLAN
LIGHTING PLAN

SECTION 33, BLOCK 1, LOT 40.12

DRAWING TITLE

O.C.H.D. SHEET NO.	D.E.C. SHEET NO.	DRAWING NUMBER
N/A OF N/A	N/A OF N/A	9 OF 14
SCALE: 1"=30'	CAD REFERENCE: WORKING COPY.DWG	PROJECT NUMBER: 21106.01



CONSTRUCTION SPECIFICATIONS

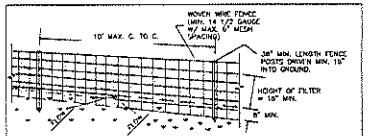
1. ALL TEMPORARY SWALES SHALL HAVE UNINTERRUPTED POSITIVE GRADE TO AN OUTLET.
2. DIVERTED RUNOFF FROM A DISTURBED AREA SHALL BE CONVEYED TO A SEDIMENT TRAPPING DEVICE.
3. DIVERTED RUNOFF FROM AN UNDISTURBED AREA SHALL OUTLET DIRECTLY INTO AN UNDISTURBED STABILIZED AREA AT NON-EROSIVE VELOCITY.
4. ALL TREES, BRUSH, STUMPS, OBSTRUCTIONS, AND OTHER OBJECTIONABLE MATERIAL SHALL BE REMOVED AND DISPOSED OF SO AS NOT TO INTERFERE WITH THE PROPER FUNCTIONING OF THE SWALE.
5. THE SWALE SHALL BE EXCAVATED OR SHAPED TO LINE, GRADE, AND CROSS SECTION AS REQUIRED TO MEET THE CRITERIA SPECIFIED HEREON AND BE FREE OF BANK PROJECTIONS OR OTHER IRREGULARITIES WHICH WILL IMPEDE NORMAL FLOW.
6. FILLS SHALL BE COMPACTED BY EARTH MOVING EQUIPMENT.
7. ALL EARTH REMOVED AND NOT NEEDED FOR CONSTRUCTION SHALL BE PLACED SO THAT IT WILL NOT INTERFERE WITH THE FUNCTIONING OF THE SWALE.
8. STABILIZATION SHALL BE AS PER THE FLOW CHANNEL STABILIZATION CHART BELOW

TYPE OF SWALE	CHANNEL GRADE	SEED AND STRAW MULCH	SOD
1	0.5-3.0%	SEED AND STRAW MULCH	SEED AND STRAW MULCH
2	3.1-8.0%	SEED AND STRAW MULCH	SOD USING APE OR EXCELSION, SOD
3	8.1-15.0%	SEED WITH APE OR EXCELSION, SOD	LINED WITH 4-6" RIP-RAP OR RECYCLED CONCRETE EQUIVALENT EMBEDDED EDGE
4	15.1-20.0	LINED WITH 4-6" RIP-RAP	

9. PERIODIC INSPECTION AND REQUIRED MAINTENANCE MUST BE PROVIDED AFTER EACH RAIN EVENT.

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
NEW YORK STATE SOIL & WATER CONSERVATION COMMITTEE

TEMPORARY SWALE

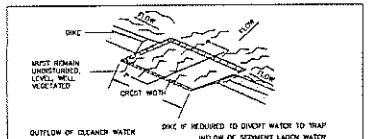


CONSTRUCTION SPECIFICATIONS

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES. POSTS SHALL BE STEEL EITHER "T" OR "U" TYPE OR HARDWOOD.
2. FILTER CLOTH TO BE TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION. FENCE SHALL BE WOVEN WIRE, 12 1/2 GAUGE, 6" MAXIMUM MESH OPENING.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED. FILTER CLOTH SHALL BE EITHER FILTER X, MIRAFI 100X, STABILINKA T140N, OR APPROVED EQUIVALENT.
4. PREFABRICATED UNITS SHALL BE GEOFAB, ENVIROFENCE, OR APPROVED EQUIVALENT.
5. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

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NEW YORK STATE SOIL & WATER CONSERVATION COMMITTEE

SILT FENCE



CONSTRUCTION SPECIFICATIONS

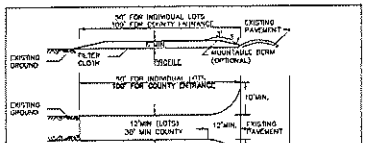
1. VOLUME OF SEDIMENT STORAGE SHALL BE 1800 CUBIC FEET PER ACRE OF CONTRIBUTORY DRAINAGE AREA.
2. MINIMUM CREST WIDTH SHALL BE 4 + DRAINAGE AREA
3. SEDIMENT SHALL BE REMOVED AND TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/2 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
4. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
5. CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION SHALL BE MINIMIZED.
6. THE SEDIMENT TRAP SHALL BE REMOVED AND AREA STABILIZED WHEN THE REMAINING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED
7. ALL CUT SLOPES SHALL BE 1:1 OR FLATTER.

MAXIMUM DRAINAGE AREA: 5 ACRES

SEDIMENT TRAP SIZE TABLE		
REQUIRED TRAP SIZE (CU.FT.)	TRAP SIZE	MINIMUM CREST WIDTH
7,400		12'

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NEW YORK STATE SOIL & WATER CONSERVATION COMMITTEE

GRASS OUTLET SEDIMENT TRAP ST-II

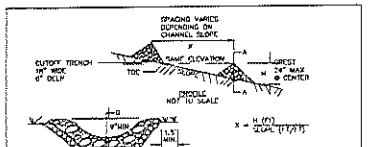


CONSTRUCTION SPECIFICATIONS

1. STONE SIZE – USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH – NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY).
3. THICKNESS – NOT LESS THAN SIX (6) INCHES.
4. WIDTH – TWELVE (12) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS. TWENTY-FOUR (24) FOOT IF SINGLE ENTRANCE TO SITE.
5. FILTER CLOTH – WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER – ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTAINLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE – THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

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STABILIZED CONSTRUCTION ENTRANCE



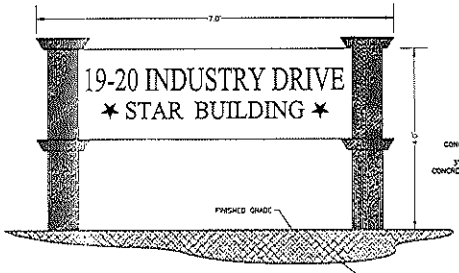
CONSTRUCTION SPECIFICATIONS

1. STONE WILL BE PLACED ON A FILTER FABRIC FOUNDATION TO THE LINES, GRADES AND LOCATIONS SHOWN IN THE PLAN.
2. SET SPACING OF CHECK DAMS TO ASSURE THAT THE ELEVATIONS OF THE CREST OF THE DOWNSTREAM DAM IS AT THE SAME ELEVATION OF THE TOE OF THE UPSTREAM DAM.
3. EXTEND THE STONE A MINIMUM OF 1.5 FEET BEYOND THE DITCH BANKS TO PREVENT CUTTING AROUND THE DAM.
4. PROTECT THE CHANNEL DOWNSTREAM OF THE LOWEST CHECK DAM FROM SCOUR AND EROSION WITH STONE OR LINER AS APPROPRIATE.
5. ENSURE THAT CHANNEL APPURTENANCES SUCH AS CULVERT ENTRANCES BELOW CHECK DAMS ARE NOT SUBJECT TO DAMAGE OR BLOCKAGE FROM DISPLACED STONE.

MAXIMUM DRAINAGE AREA 2 ACRES.

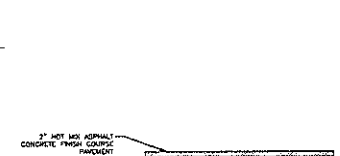
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
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NEW YORK STATE SOIL & WATER CONSERVATION COMMITTEE

CHECK DAM

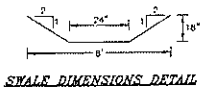


ENTRANCE SIGN DETAIL
N.T.S.

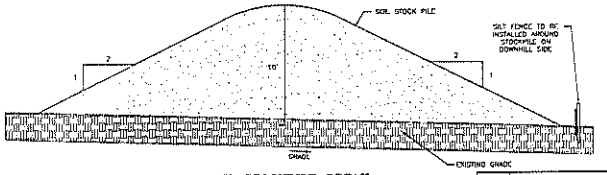
NOTES:
1. PRIOR TO CONSTRUCTION, A FINAL SIGN DETAIL IS TO BE SUBMITTED TO THE TOWN OF CORNWALL BUILDING INSPECTOR FOR APPROVAL AND ISSUANCE OF A SIGN PERMIT.
2. THE FINAL SIGN DETAIL IS TO INCLUDE A DESIGN FOR THE SIGN BASE AND FOUNDATION, PROPOSED BY THE SIGN MANUFACTURER.
3. THE SIGN IS TO MEET ALL OF THE REGULATIONS AND REQUIREMENTS SET FORTH IN THE TOWN OF CORNWALL TOWN CODE, SECTION 156-18 "SUPPLEMENTARY SIGN REGULATIONS".
4. THE WORDING AND COLORATION OF THE SIGN IS TO MATCH THE EXISTING ENTRANCE SIGN IF IS PROPOSED TO REPLACE.
5. WORDING TO BE SIX INCHES HEIGHT MINIMUM.
6. SIGN LOCATION IS NOT TO OBSTRUCT VEHICLE SIGHT LINES.
7. SIGN SHALL NOT BE ILLUMINATED.



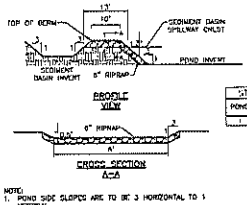
PARKING LOT CROSS-SECTION
N.T.S.



SWALE DIMENSIONS DETAIL
N.T.S.



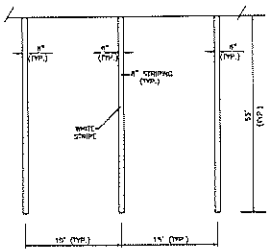
SOIL STOCKPILE DETAIL
N.T.S.



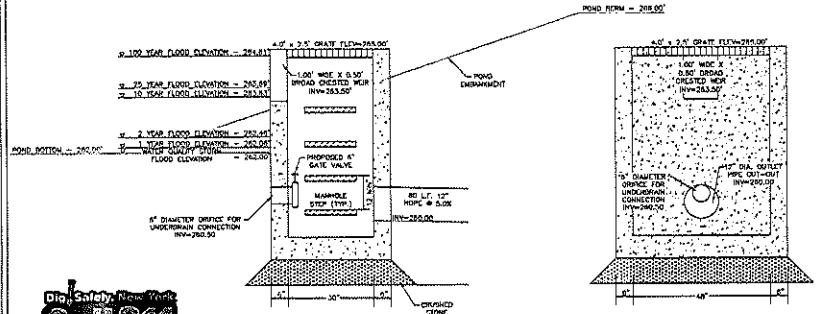
STORMWATER POND ELEVATIONS			
POND	SEDIMENT BASIN INVERT FL.	POND INVERT FL.	TOP OF BERM EL.
1	264.00	262.00	268.00

NOTE:
1. POND SIDE SLOPES ARE TO BE 3 HORIZONTAL TO 1 VERTICAL.

TYPICAL STORMWATER POND DETAIL
N.T.S.

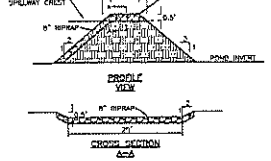


LOADING BAY STRIPING DETAIL
N.T.S.

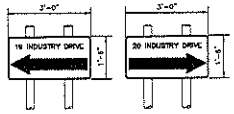


SIDE VIEW *FRONT VIEW*

PROPOSED OUTLET CONTROL STRUCTURE 2P DETAIL
N.T.S.



STORMWATER POND EMERGENCY SPILLWAY DETAIL
N.T.S.



INTERIOR SIGN DETAILS
N.T.S.

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NO.	DESCRIPTION	DATE
1	REVISIONS PER TOWN COMMENT LETTER	10/31/16
2	REVISIONS PER TOWN COMMENT LETTER	12/19/16
3	REVISIONS PER TOWN COMMENT LETTER	1/27/17
4	REVISIONS PER TOWN COMMENT LETTER	2/24/17
5	MINOR DRAINAGE IMPROVEMENTS	3/31/17
6	REVISIONS PER TOWN COMMENT LETTER	4/28/17
7	REVISIONS PER TOWN COMMENT LETTER	5/26/17
8	CAPE MAY TOUCHDOWN	6/23/17
9	REVISIONS PER TOWN COMMENT LETTER	7/28/17
10	WATER LINE LOCATION	8/25/17
11	REVISIONS PER TOWN COMMENT LETTER	9/29/17
12	PARKING LOT/SITE IMPROVEMENTS	10/27/17
13	WATER LINE LOCATION	11/30/17
14	REVISIONS PER TOWN COMMENT LETTER	12/28/17
15	REVISIONS PER TOWN COMMENT LETTER	1/25/18
16	REVISIONS PER TOWN COMMENT LETTER	2/22/18
17	REVISIONS PER TOWN COMMENT LETTER	3/29/18
18	REVISIONS PER TOWN COMMENT LETTER	4/26/18
19	REVISIONS PER TOWN COMMENT LETTER	5/31/18
20	MISCELLANEOUS	6/28/18
21	SIGN DETAILS AND SIGNAGE INFORMATION	7/26/18
22	MISCELLANEOUS	8/30/18
23	REVISIONS PER TOWN COMMENT LETTER	9/27/18
24	REVISIONS PER TOWN COMMENT LETTER	10/25/18
25	SIGN DETAILS AND SIGNAGE INFORMATION	11/29/18
26	ADDITIONAL SIGNAGE INFORMATION	12/20/18

SHT CHECK DATE: 05/30/00 DRAWN BY: ---

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STEVEN J. PIETRZAK P.E. LICENSE NO. 065525
JOHN J. PFAU P.L.S. LICENSE NO. 049879

STAR WAREHOUSE

TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK

PROJECT TITLE

WAREHOUSE EXPANSION PLAN DETAIL SHEET 1

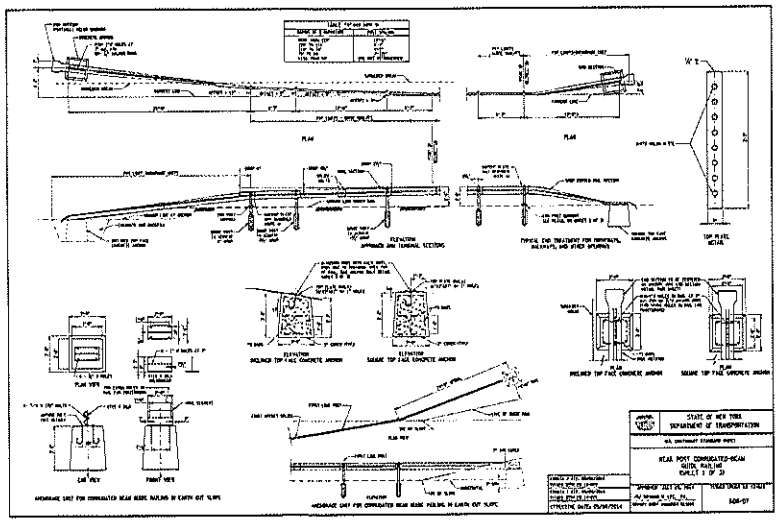
SECTION 33, BLOCK 1, LOT 49.12

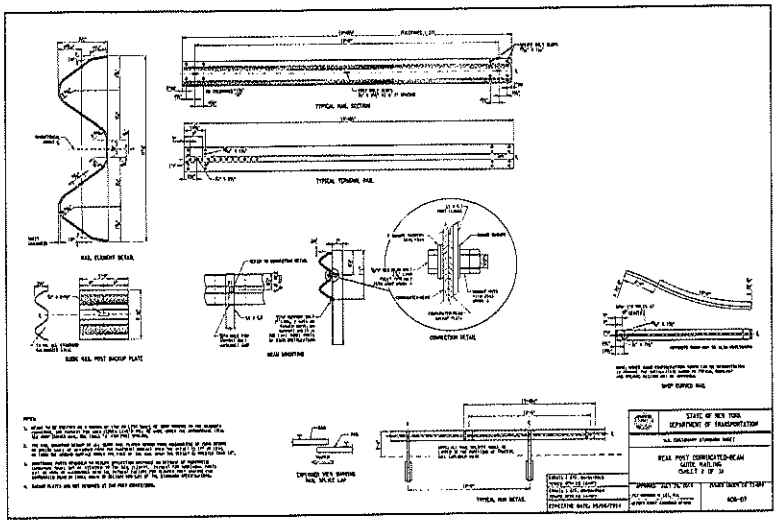
DRAWING TITLE

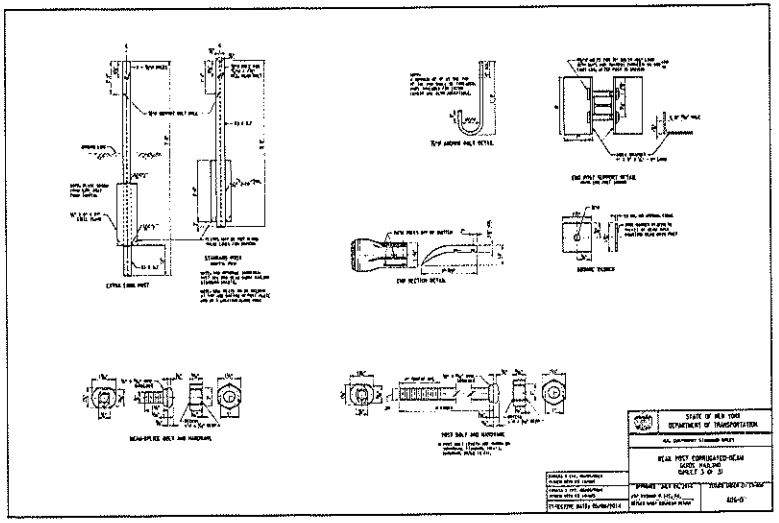
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED LAND SURVEYOR'S OR PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE N.Y. STATE EDUCATION LAW

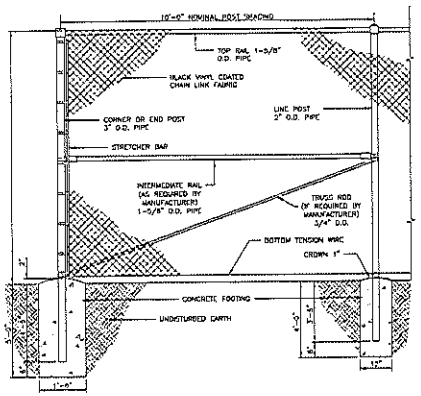
D.E.C.P.S. SHEET NO.	D.E.C. SHEET NO.	DRAWING NUMBER
N/A OF N/A	N/A OF N/A	9 OF 14

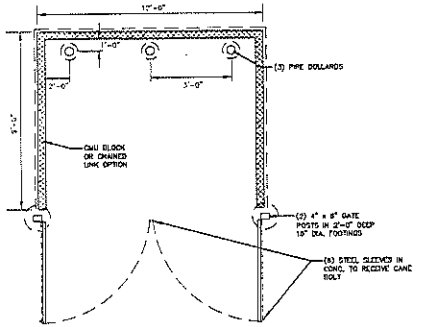
SCALE	CAD REFERENCE	PROJECT NUMBER
N.T.S.	WORKING EXPANSION	23106.01

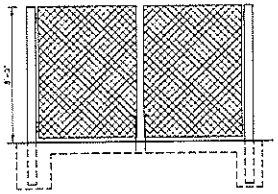


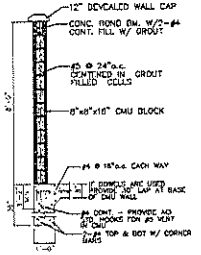








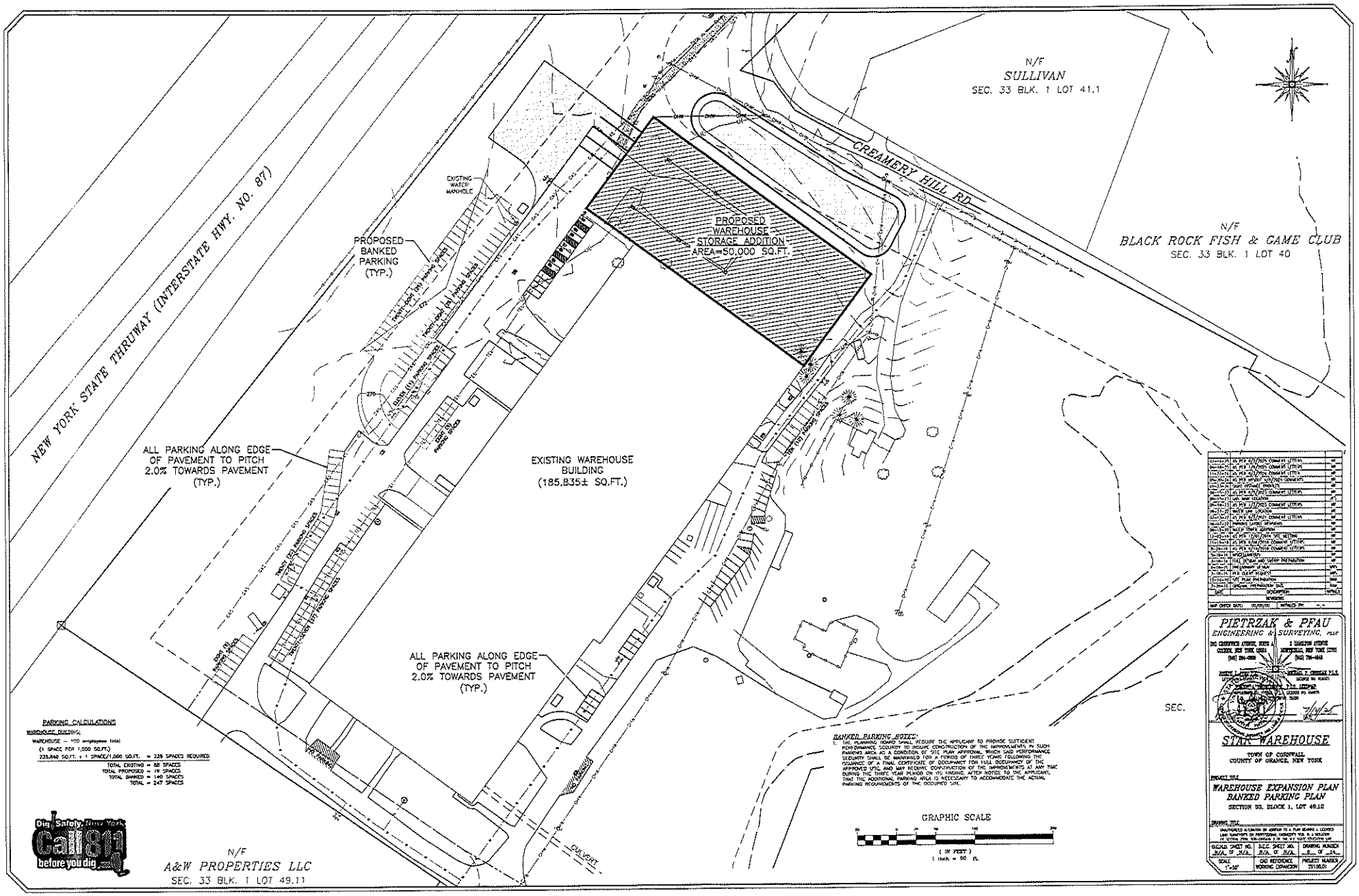




NOTES:
1. DUMPSTER ENCLOSURE SHALL MATCH THE PROPOSED BUILDING FACADE OR BLACK CHAIN LINKED OPTIONAL.
2. DUMPSTER ENCLOSURE GATES SHALL BE BLACK VINYL COATED CHAIN LINK.
3. MINIMUM DUMPSTER ENCLOSURE SIZE MAY BE INCREASED, IF NECESSARY.

DUMPSTER ENCLOSURE DETAIL
N.T.S.

10/20/25	#1 PER 9/17/2025 COMMENT LETTER	MK
09/15/25	#2 PER 7/14/2025 COMMENT LETTER	MK
07/21/25	#3 PER 6/27/2025 COMMENT LETTER	MK
06/27/25	#4 PER MEMO# 4/24/2025 COMMENTS	MK
05/23/25	SUBMISSION	MK
04/23/25	#5 PER 3/27/2025 COMMENT LETTER	MK
03/27/25	#6 PER 2/27/2025 COMMENT LETTER	MK
02/27/25	#7 PER 1/27/2025 COMMENT LETTER	MK
01/27/25	SPR MARK LOCATION	MK
12/27/24	#8 PER 12/2/2024 COMMENT LETTER	MK
12/02/24	#9 PER 11/7/2024 COMMENT LETTER	MK
11/07/24	#10 PER 10/7/2024 COMMENT LETTER	MK
10/07/24	#11 PER 9/9/2024 COMMENT LETTER	MK
09/09/24	#12 PER 8/12/2024 COMMENT LETTER	MK
08/12/24	#13 PER 7/15/2024 COMMENT LETTER	MK
07/15/24	#14 PER 6/17/2024 COMMENT LETTER	MK
06/17/24	#15 PER 5/20/2024 COMMENT LETTER	MK
05/20/24	#16 PER 4/22/2024 COMMENT LETTER	MK
04/22/24	#17 PER 3/25/2024 COMMENT LETTER	MK
03/25/24	#18 PER 2/26/2024 COMMENT LETTER	MK
02/26/24	#19 PER 1/29/2024 COMMENT LETTER	MK
01/29/24	#20 PER 12/20/2023 COMMENT LETTER	MK
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03/31/91	#414 PER 2/28/1991 COMMENT LETTER	MK
02/28/91	#415 PER 1/31/1991 COMMENT LETTER	MK
01/31/91	#416 PER 12/30/1990 COMMENT LETTER	MK
12/30/90	#417 PER 11/30/1990 COMMENT LETTER	MK
11/30/90	#418 PER 10/31/1990 COMMENT LETTER	MK
10/31/90	#419 PER 9/30/1990 COMMENT LETTER	MK
09/30/90	#420 PER 8/31/1990 COMMENT LETTER	MK
08/31/90	#421 PER 7/31/1990 COMMENT LETTER	MK
07/31/90	#422 PER 6/30/1990 COMMENT LETTER	MK
06/30/90	#423 PER 5/31/1990 COMMENT LETTER	MK
05/31/90	#424 PER 4/30/1990 COMMENT LETTER	MK
04/30/90	#425 PER 3/31/1990 COMMENT LETTER	MK
03/31/90	#426 PER 2/28/1990 COMMENT LETTER	MK
02/28/90	#427 PER 1/31/1990 COMMENT LETTER	MK
01/31/90	#428 PER 12/30/1989 COMMENT LETTER	MK
12/30/89	#429 PER 11/30/1989 COMMENT LETTER	MK
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10/31/89	#431 PER 9/30/1989 COMMENT LETTER	MK
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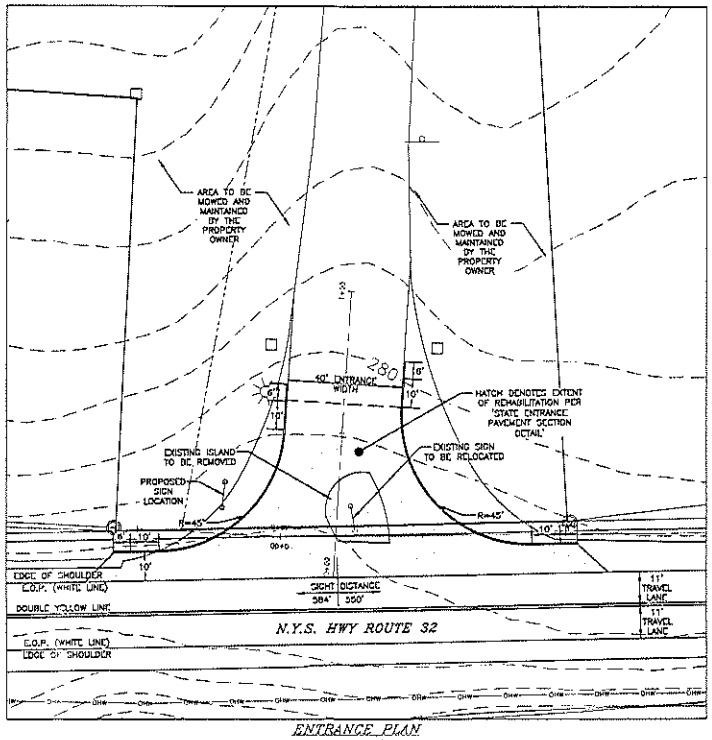


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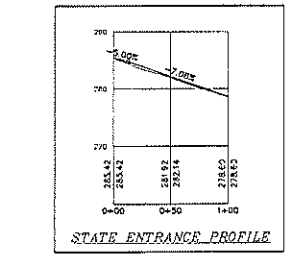
STAR WAREHOUSE
TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK

WAREHOUSE EXPANSION PLAN
BANKED PARKING PLAN
SECTION 33, BLOCK 1, LOT 49.12

BUILD. SHEET NO.	A.C.C. SHEET NO.	DRAWING NUMBER
N/A OF N/A	N/A OF N/A	2 OF 4
SCALE	CAD REFERENCE	PROJECT NUMBER
1"=60'	WORKING DRAWING	2510.01

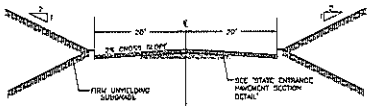


ENTRANCE PLAN
SCALE: 1"=20'

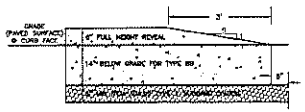


STATE ENTRANCE PROFILE

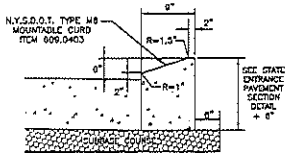
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 10'



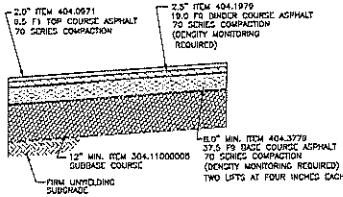
NYSDOT DRIVEWAY ENTRANCE TYPICAL SECTION
N.T.S.



STATE ENTRANCE CURB TERMINAL DETAIL
NOT TO SCALE



STATE ENTRANCE MOUNTABLE CURB DETAIL
N.T.S.



* NOTE: ALL THICKNESSES ARE MINIMUM
ALL PAVEMENT TO BE SLOPED TO PROVIDE POSITIVE DRAINAGE

NOTES:
1. BASE COURSES ARE TO BE CONSTRUCTED IN TWO LIFTS AT FOUR INCHES EACH.
2. STRAIGHT TACK COAT (ITEM 407.0103) IS TO BE APPLIED BETWEEN EACH LAYER AND AT THE VERTICAL EDGES OF EXISTING PAVEMENT CUTS.

STATE ENTRANCE PAVEMENT CROSS-SECTION
N.T.S.

LEGEND

- EXISTING PROPERTY LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING GUIDE RAIL
- OHE — EXISTING OVERHEAD UTILITIES
- EXISTING GAS MAIN (PCH MARK-OUT)
- EXISTING UNDERGROUND TELEPHONE UTILITY (PCH MARK-OUT)
- EXISTING GUY WIRE
- EXISTING UTILITY POLE WITH OVERHEAD WIRES
- EXISTING SIGN

NO.	DESCRIPTION	INITIALS
	REVISIONS	

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ENGINEERING & SURVEYING, PLLC
245 INVERNESS DRIVE, SUITE B
CHILI, NEW YORK 14624
(585) 594-2000
2 HAMILTON AVENUE
SARATOGA SPRINGS, NEW YORK 12866
(845) 795-4645

WILLIAM J. PIETRZAK P.E.
LICENSED IN: 062222
CHRISTINE
LICENSED IN: 102222
LICENSED TO PRACTICE AS: LICENSED AS: WHITE
LICENSED IN: 32286

7/14/25

STAR WAREHOUSE
TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK

PROJECT TITLE
WAREHOUSE EXPANSION PLAN
NYSDOT ENTRANCE PLAN
SECTION 50, BLOCK 1, LOT 49.12

DRAWING TITLE

QUAD. SHEET NO.	D.E.C. SHEET NO.	DRAWING NUMBER
N/A, OF N/A	N/A, OF N/A	9 OF 14
SCALE: AS SHOWN	CAD REFERENCE: WORKING DRAWINGS	PROJECT NUMBER: 25106.01

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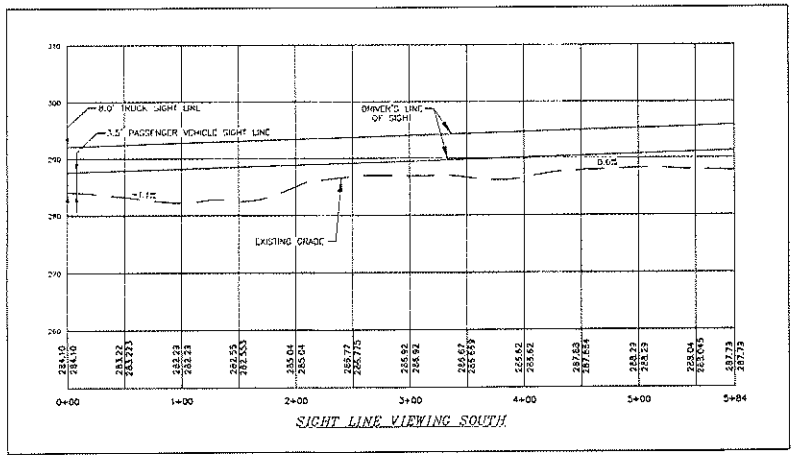


SITE DISTANCE PLAN

SCALE: 1"=60'

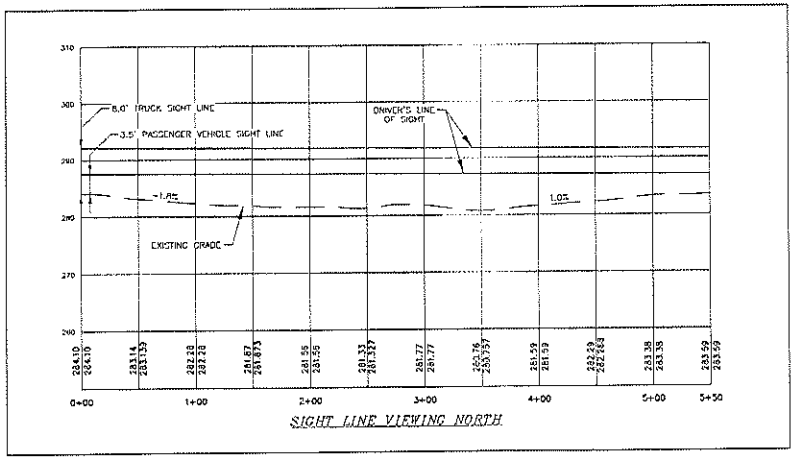
Available Sight Distance (in feet)		
Direction of Travel	Southbound	Northbound
Existing Site	500	824
400' Left Turner sighting SB traffic	500	
500' sighting left turner into site	-	634
Sight Distances for 85th Percentile Speeds (MPH) in Feet*		
85th Percentile Speeds	50 mph	50 mph
Stopping Sight Distance AASHTO (Tables 3-1, 9-7, and relevant notes) †	425**	425**
Intersection Sight Distance HCM6†† Passenger Cars		
Left turn exiting site †	720**	
Left turn* across both lanes from northbound lane	610"/490"	610"/495"
Left turn into site from northbound lane	445**	480**
Combination Trucks*		
Left turn* exiting site †	990"	
Left turn * cross over two lanes	930"/900"	1000"/1050"
Left turn into site from northbound lane	615"	700"

* Intersection sight distance values provided are for passenger vehicles.
** Per Exhibit 9-74, Exhibit 9-75, and Exhibit 9-76 of AASHTO and Sight Distance Diagram 4 June 2019 LID text from prior project.
† Assume vehicle between one and two full lanes from curb, consistent values used in AASHTO and NYSDOT for passenger vehicles, per instructions provided below in footnote ‡.
‡ Passenger vehicles, per instructions provided below in footnote ‡ cross over, have an eyeheight of 3.5 feet and an object height of 2.0 feet, per AASHTO Table 9-7 and Table 9-9.
†† American Association of State and Highway Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, fourteen edition, (by Federal 2018).
* Taken from New York State Department of Transportation (NYSDOT) Highway Design Manual-Attachment 5D, intersection Sight Distance charts Tables 5D-2,5D-4, and 5D-5 and Jan 16 2019 memo on AASHTO Tables 9-7 and 9-9.



SIGHT LINE VIEWING SOUTH

SCALE:
HORIZONTAL 1" = 50'
VERTICAL 1" = 10'



SIGHT LINE VIEWING NORTH

SCALE:
HORIZONTAL 1" = 50'
VERTICAL 1" = 10'

DATE	DESCRIPTION	INITIALS
	REVISIONS	
MAP ISSUE DATE: 05/10/22	INITIALED BY: ---	

PIETRZAK & PFAU
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ONE CHURCHILL PLACE, SUITE 410 CHESTER, NEW YORK 10918 [P] 845-469-4942
1 HAMILTON AVENUE MONTGOMERY, NEW YORK 12549 [P] 845-778-4868

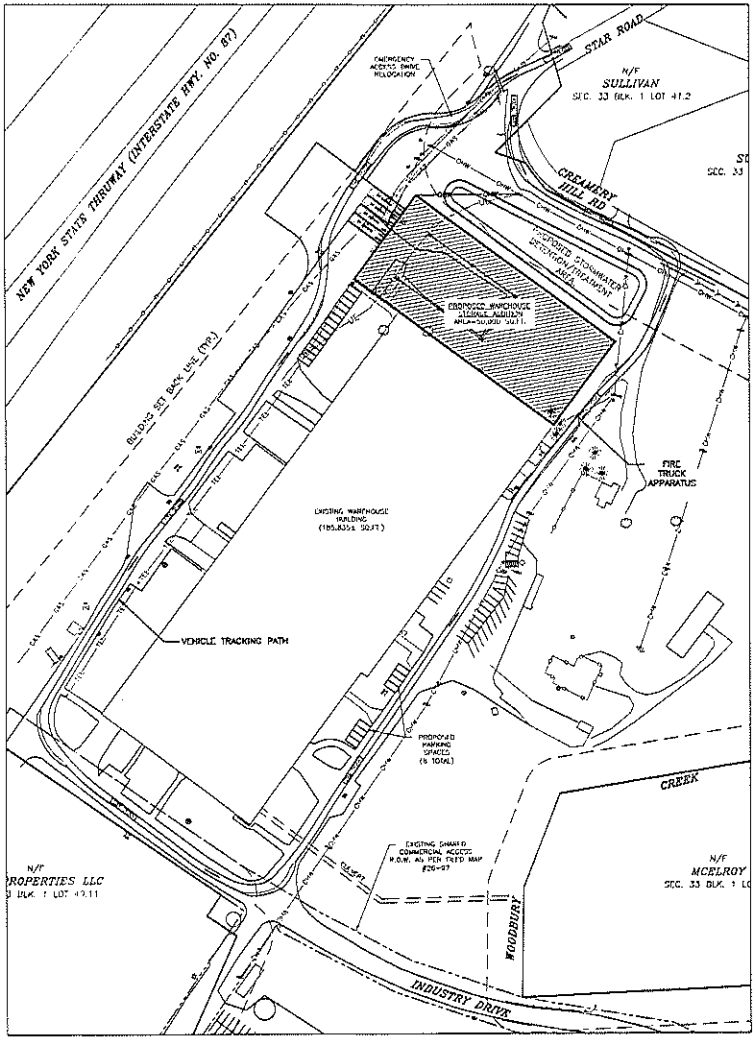
STAR WAREHOUSE
TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK

PROJECT TITLE
WAREHOUSE EXPANSION PLAN
NYSDOT SIGHT DISTANCES
PLAN & PROFILES
SECTION 50, BLOCK 1, LOT 48.12

DRAWING TITLE
UNAUTHORIZED ALTERATION OR ADDITION TO A PLAN BEARING A LICENSED ENGINEER'S OR LAND SURVEYOR'S SEAL IS A VIOLATION OF NEW YORK STATE EDUCATION LAW

G.E.N.O. SHEET NO.	D.E.C. SHEET NO.	DRAWING NUMBER
N/A OF N/A	N/A OF N/A	18 OF 18
SCALE: AS SHOWN	CAD REFERENCE: WORKING DRAWINGS	PROJECT NUMBER: 21036.01

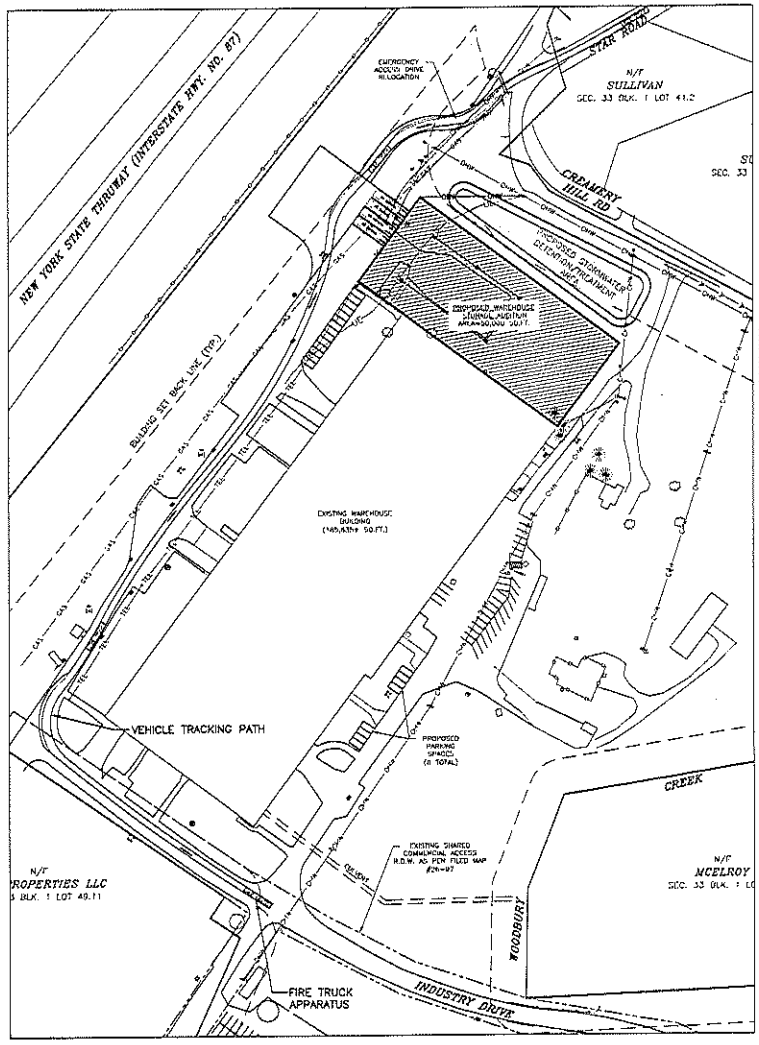
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FIRE TRUCK TURNING ANALYSIS 1:
STAR ROAD ENTRANCE - CREAMERY HILL ROAD EXIT

GRAPHIC SCALE

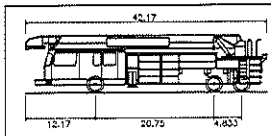
(IN FEET)
1 inch = 80 ft.



FIRE TRUCK TURNING ANALYSIS 2:
ROUTE 32 ENTRANCE - STAR ROAD EXIT

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.



Town of Cornwall 100' Aerial Ladder Truck

Overall Length	42.17 ft
Overall Width	8.00 ft
Overall Body Height	11.33 ft
Wheelbase	20.75 ft
Wall to Wall Turning Radius	46.95 ft
Curb to Curb Turning Radius	38.85 ft

FIRE APPARATUS
SCALE: 1"=10'

NO.	DATE	REVISION	BY
1	10/26/21	AS PER 9/7/2021 COMMENT LETTER	MH
2	12/02/21	AS PER 11/4/2021 COMMENT LETTER	MH
3	12/16/21	AS PER 12/2/2021 COMMENT LETTER	MH
4	01/04/22	AS PER HYDRO 1/3/2022 COMMENT	MH
5	02/02/22	MINOR SITEWORK PHOTOS	MH
6	03/15/22	AS PER 2/2/2022 COMMENT LETTER	MH
7	04/19/22	ADD MAP LOCATION	MH
8	05/16/22	AS PER 5/3/2022 COMMENT LETTER	MH
9	06/27/22	WATER LINE LOCATION	MH
10	08/15/22	AS PER 8/2/2022 COMMENT LETTER	MH
11	09/27/22	PARKING LAYOUT REVISIONS	MH
12	11/21/22	SHELF SAFETY ADDITION	MH
13	12/16/22	AS PER 12/12/2022 SITE MEETING	MH
14	01/26/23	AS PER 9/27/2022 COMMENT LETTER	MH
15	02/16/23	AS PER 9/27/2022 COMMENT LETTER	MH
16	03/16/23	SPCC/LAYOUTS	MH
17	04/20/23	FIRE TRUCK AND TANKER INFORMATION	MH
18	05/18/23	TAX MAP#/ 19-1-24	MH
19	06/15/23	PER CLIENT REQUEST	MH
20	07/20/23	SITE PLAN INFORMATION	MH
21	08/17/23	ORIGINAL PRE-SUBMISSION DATE	MH

MAP CHECK DATE: 05/05/20 | SURVEY BY: J.C.

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MONTVILLE, NEW YORK 12701
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ANDREW J. PIETRZAK P.E.
LICENSED NO. 084533

JOHN J. PFAU L.S.
LICENSED NO. 050394

STAR WAREHOUSE

TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK

PROJECT TITLE
WAREHOUSE EXPANSION PLAN
FIRE APPARATUS
TURNING ANALYSIS
SECTION 55, BLOCK 1, LOT 49.12

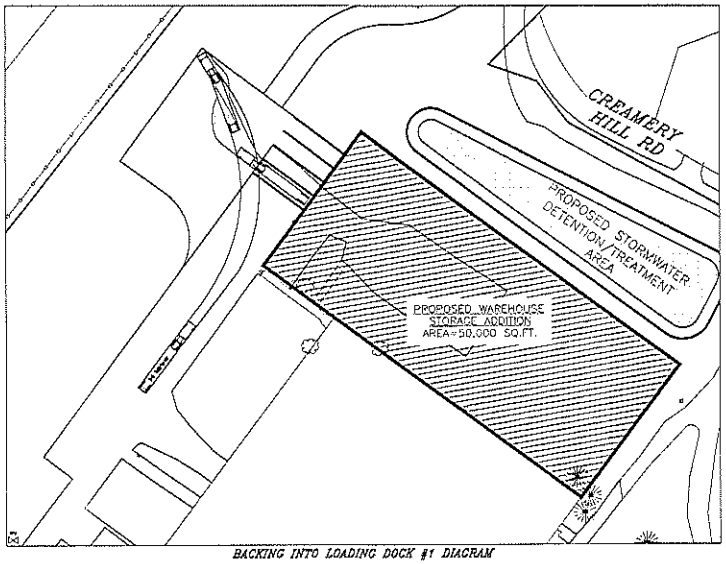
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G.C.M.B. SHEET NO.	D.E.C. SHEET NO.	DRAWING NUMBER
N/A OF N/A	N/A OF N/A	11 OF 14

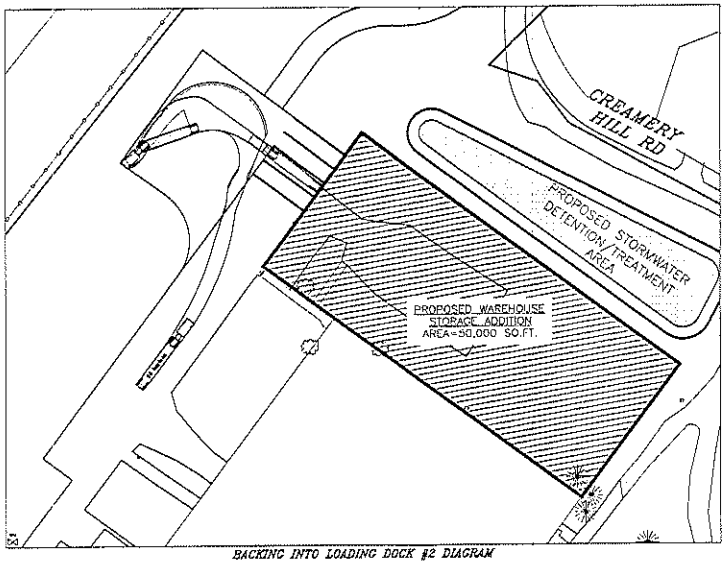
SCALE	CAD REFERENCE	PROJECT NUMBER
AS SHOWN	WORKING DRAWINGS	2104.01

RESERVED FOR TOWN PLANNING BOARD APPROVAL (CORNWALL PB #19-08)

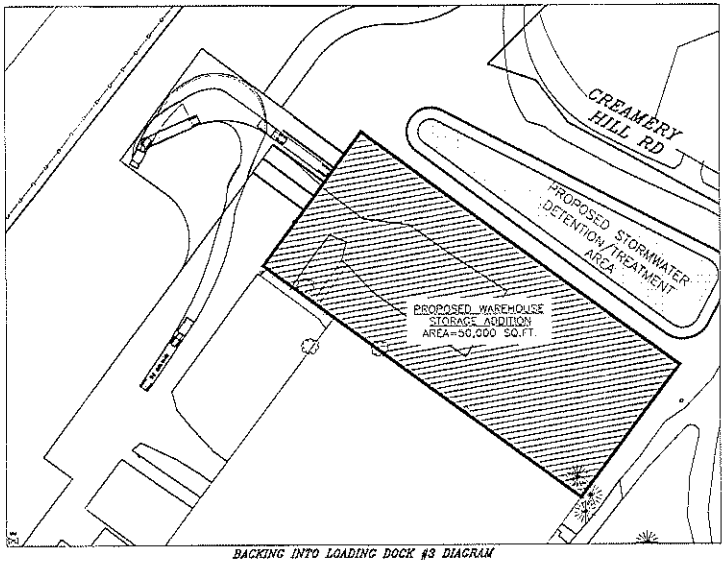
Dig Safely. New York Call 811 before you dig



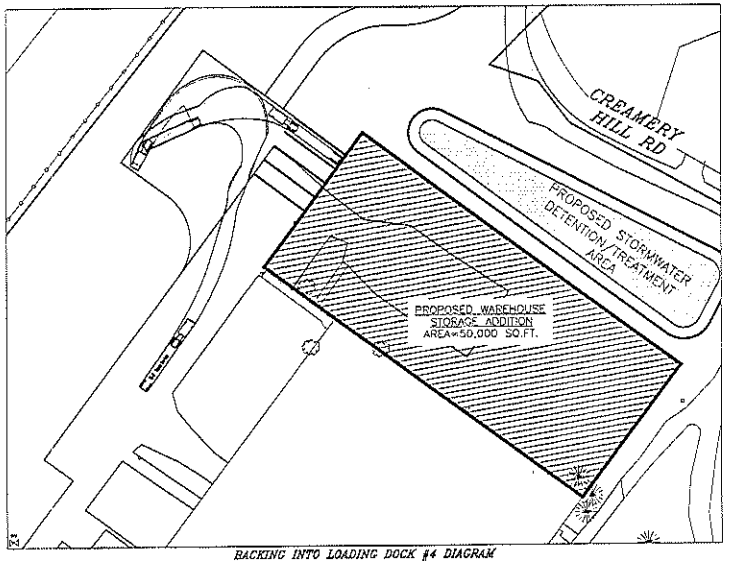
BACKING INTO LOADING DOCK #1 DIAGRAM



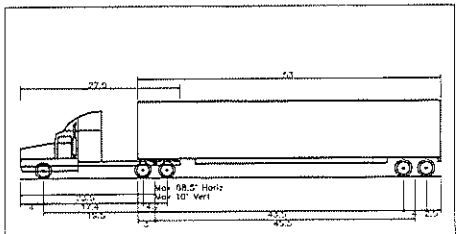
BACKING INTO LOADING DOCK #2 DIAGRAM



BACKING INTO LOADING DOCK #3 DIAGRAM



BACKING INTO LOADING DOCK #4 DIAGRAM



WB-67 - Interstate Semi-Trailer	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.0s
Max Steering Angle (Virtual)	28.40°

WB-67 INTERSTATE SEMI-TRAILER

SCALE: 1"=10'

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

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DATE	REVISIONS DESCRIPTION	DETAILS
MAP CHECK DATE: 01/30/20	METHOD BY: ---	

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STAR WAREHOUSE

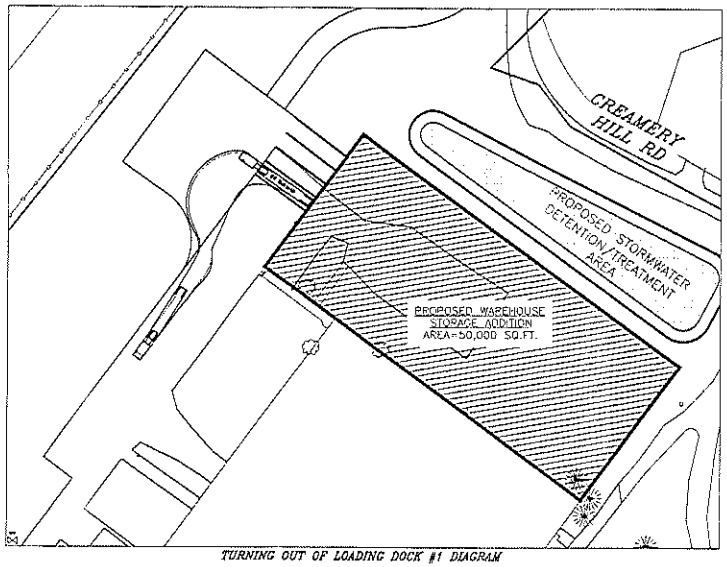
TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK

PROJECT TITLE

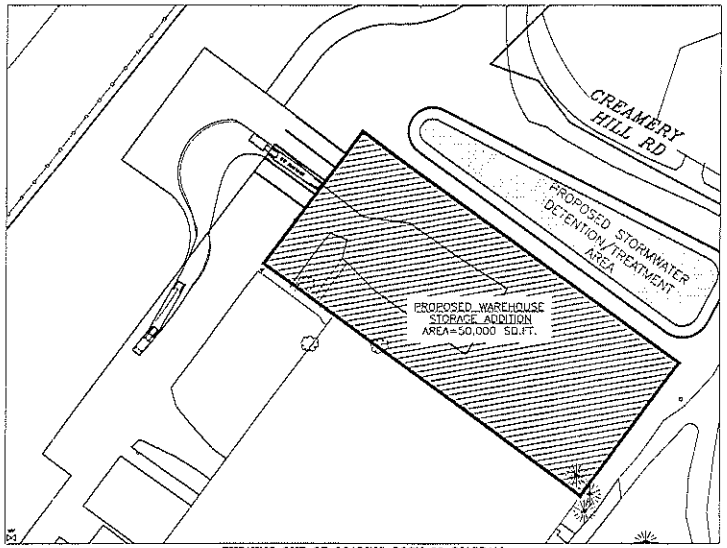
WAREHOUSE EXPANSION PLAN
SEMI-TRAILERS
TURNING ANALYSIS (1)
SECTION 33, BLOCK 1, LOT 49.15

O.C.N.O. SHEET NO.	D.E.C. SHEET NO.	DRAWING NUMBER
N/A OF N/A	N/A OF N/A	12 OF 14
SCALE: AS SHOWN	CAD REFERENCE: WORKING EXPANSION	PROJECT NUMBER: 2019.01

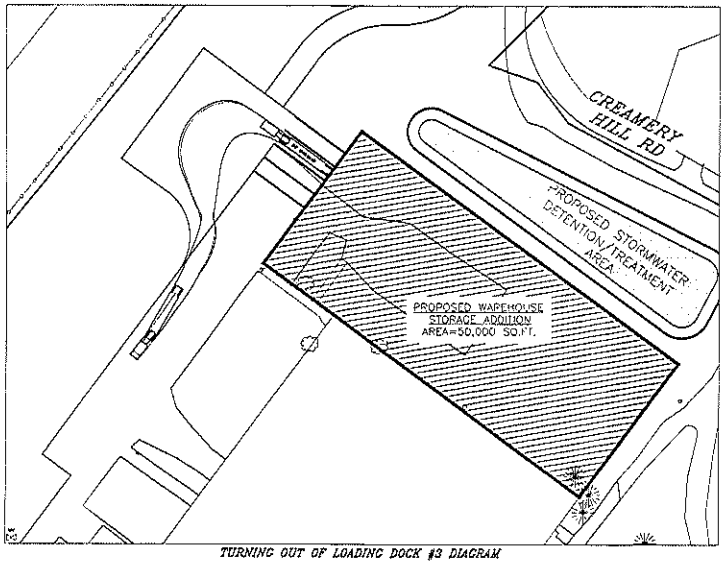
RECEIVED FOR TOWN PLANNING BOARD APPROVAL (CORNWALL PB #19-08)



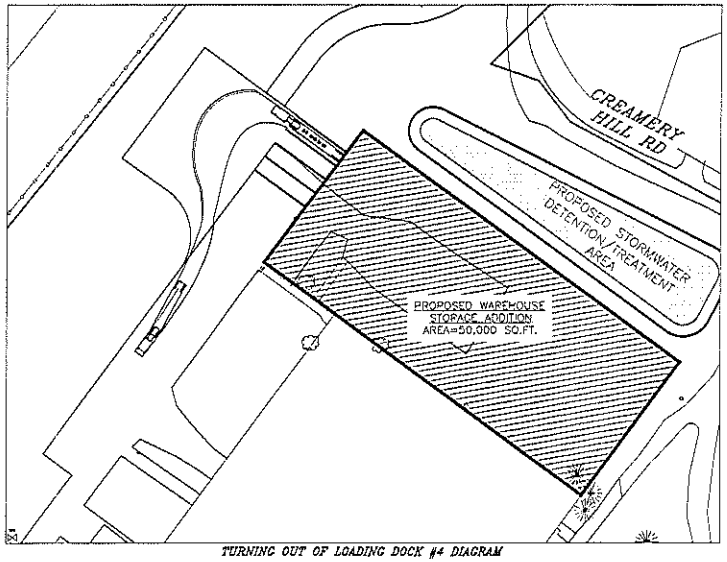
TURNING OUT OF LOADING DOCK #1 DIAGRAM



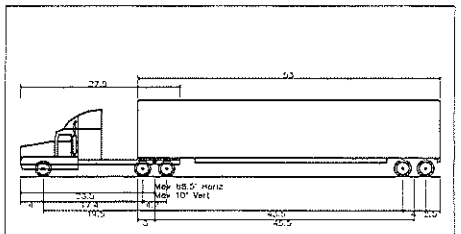
TURNING OUT OF LOADING DOCK #2 DIAGRAM



TURNING OUT OF LOADING DOCK #3 DIAGRAM



TURNING OUT OF LOADING DOCK #4 DIAGRAM



WB-67 – Interstate Semi-Trailer	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

WB-67 INTERSTATE SEMI-TRAILER

SCALE: 1"=10'

GRAPHIC SCALE

(IN FEET)

1 inch = 60 ft.

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RESERVED FOR TOWN PLANNING BOARD APPROVAL (CORNWALL PB #18-07)

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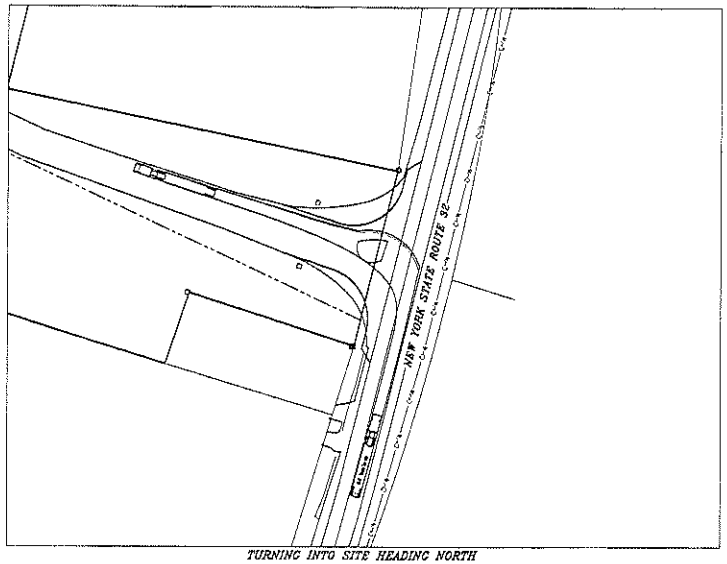
STAR WAREHOUSE

TOWN OF CORNWALL
COUNTY OF ORANGE, NEW YORK

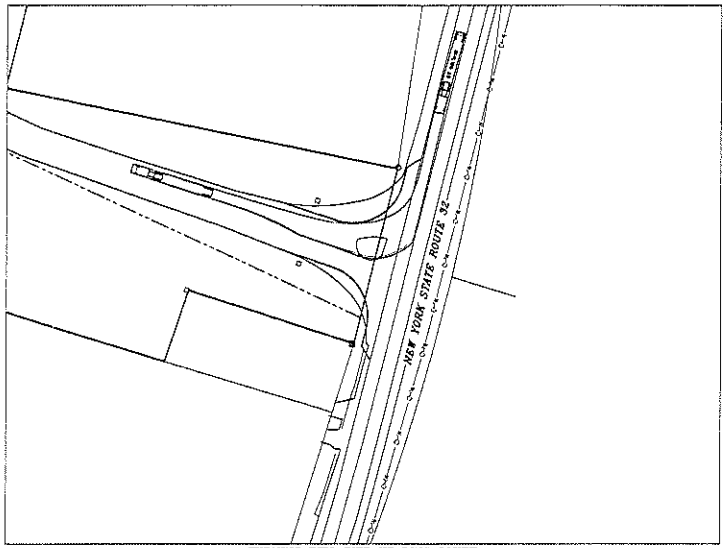
WAREHOUSE EXPANSION PLAN
SEMI-TRAILERS
TURNING ANALYSIS (2)

SECTION 33, BLOCK 1, LOT 48.12

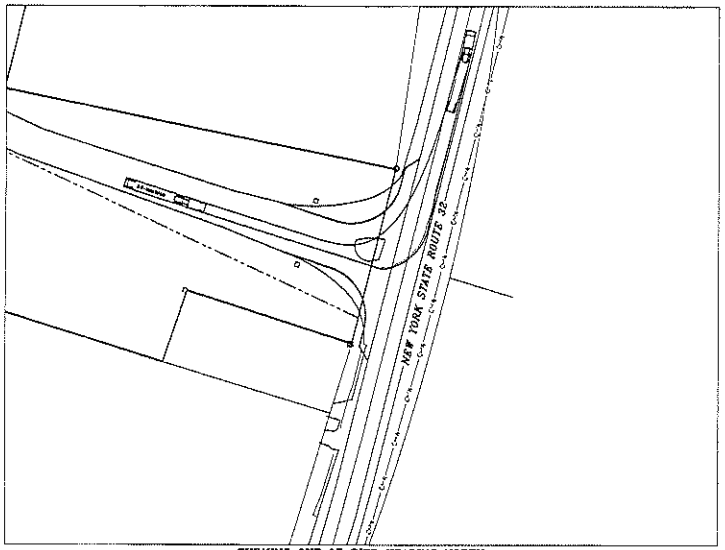
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AS SHOWN		2018.01



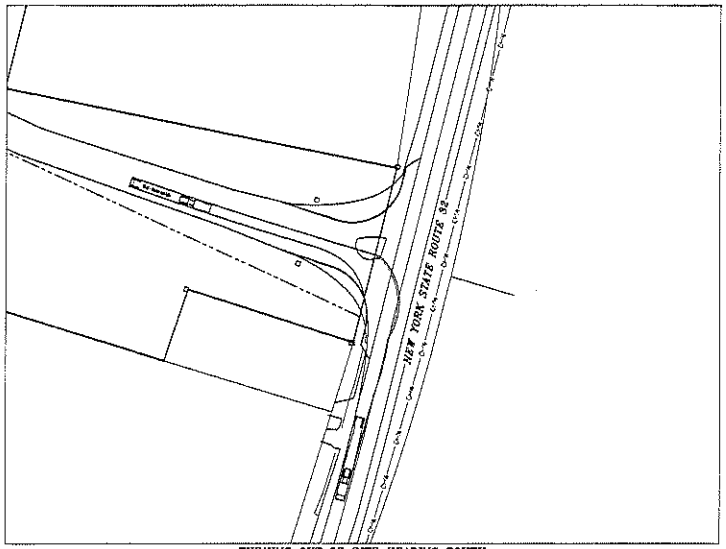
TURNING INTO SITE HEADING NORTH



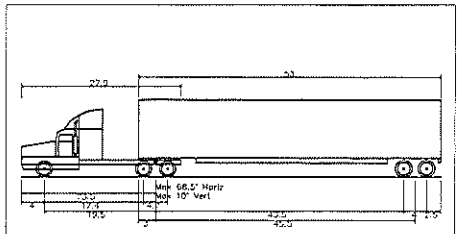
TURNING INTO SITE HEADING SOUTH



TURNING OUT OF SITE HEADING NORTH



TURNING OUT OF SITE HEADING SOUTH



WB-67 – Interstate Semi-Trailer	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

WB-67 INTERSTATE SEMI-TRAILER

SCALE: 1"=10'

GRAPHIC SCALE

(IN FEET)

1 inch = 50 ft.

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RELEASED FOR TOWN PLANNING BOARD APPROVAL (CORNWALL PB #25-05)

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STAR WAREHOUSE

TOWN OF CORNWALL

COUNTY OF ORANGE, NEW YORK

WAREHOUSE EXPANSION PLAN

SEMI-TRAILERS

ENTRANCE TURNING ANALYSIS

SECTION 33, BLOCK 1, LOT 48.11

SCALE	CAD REFERENCE	PROJECT NUMBER
AS SHOWN	WORKING EXPANSION	25105.01

SCHEDULE B

Stormwater Infrastructure Maintenance:

Long term maintenance of all drainage pipes and treatment devices will be the responsibility of the property owners once construction of these items is completed.

Long term maintenance shall include the following:

Inspection: The pond and infrastructure should be inspected periodically for the first few months after construction and on an annual basis thereafter. The drainage infrastructure should also be inspected after major storm events to ensure that the orifices, if any and inlets remain open. Particular attention should be given to:

- Evidence of clogging
- Erosion of the flow path
- Condition of the embankments
- Condition of any spillways
- Accumulation of sediment at the culvert inlets and outlets, and in the proposed swales
- Erosion of bio-swales or riprap aprons
- Sources of erosion in the contributory drainage, which should be stabilized.

Debris and Litter Control: Removal of debris and litter should be accomplished during mowing operations. Particular attention should be given to removing debris and trash around inlets and outlets to prevent clogging.

Erosion Control: Eroding soils in drainage areas should be stabilized immediately with vegetative practices or other erosion control practices. Potential problems are erosion that may occur on the embankment, slopes, and any spillways. Also, attention should be given to repositioning protective riprap where appropriate.

Sediment Removal: Sediment should be removed periodically in order to preserve the available stormwater treatment capacity of the infiltration pond and, to prevent inlets and outlets from becoming clogged. Also, unless removed, accumulated sediment may become unsightly. While more frequent clean-out may be needed around the inlets and outlets, a typical clean-out cycle for the entire stormwater infrastructure should range from 5 to 6 years or after 25 percent of the water quality volume capacity has been lost. Sediment excavated from the facilities is not considered toxic or hazardous material, and can be safely disposed of by either land application or land filling.

Agenda Item #2

Town of Cornwall Police Department

183 Main Street
Cornwall, New York 12518

Joseph Gebert *Chief of Police* *(845) 534-8100*

6/18/2026

Town of Cornwall Town Board,

I respectfully request the Town Board consider an amendment to the current Town of Cornwall local code regarding section 108-3 Park Regulations. Currently, the town code restricts the public from entering or remaining on town grounds after 9 p.m. However, several exceptions to the restricted hours are included in the law. Chapter 108-3 subsection B(6) allows for persons using the tennis and basketball courts to remain on those facilities indefinitely.

We do notice quite a few teenage groups and adults remaining on the courts after 9 p.m. We have not had any issues we these individuals as of late, and I personally believe that teenagers playing sports next to a police station during the evening hours is a perfectly suitable activity, considering the alternatives they might get into without use of these facilities. That being said, I believe the code should provide for a reasonable time to close the courts at night, sometime after 9 p.m. but before midnight.

☐ **§ 108-3 Park Regulations.**

[Amended 6-8-1987 by L.L. No. 4-1987; 12-8-1997 by L.L. No. 6-1997; 8-14-2006 by L.L. No. 2-2006; 10-12-2010 by L.L. No. 5-2010]

A. Hours of operation. No person shall remain on, conduct any activity on, be involved in any activity or be present on Town Park grounds or in any of the improvements thereon between 9:00 p.m. and 6:00 a.m.

B. Exceptions. The provisions of Subsection A above shall not apply in the following circumstances:

(1) Persons who are present on the Town Park grounds or within any of the improvements on the Town Park grounds as part of any activity, permission for which has been granted by the Town Board or by any official of the Town designated by the Town Board to grant such permission.

(2) Persons attending any meeting of any board or committee of the Town of Cornwall or any judicial function of the Town Court.

(3) Persons parking motor vehicles on any of the parking lots within the Town Hall Park grounds to be used by persons in attendance at the meetings of boards or committees of the Town of Cornwall or of the Town Court.

(4) Any Town official or any person meeting with any Town official on the Town Hall Park grounds or within any of the improvements on the Town Hall Park grounds.

(5) Persons parking motor vehicles on any of the parking lots within the Town Hall Park grounds after a precipitation of snow of 2 1/2 inches or more, provided that the Town Hall Park grounds' parking lots have been cleared of snow and provided further that such person registers his or her vehicle with the Town Dispatcher in Town Hall.

(6) Persons using the tennis courts and basketball courts, provided that such persons are accompanied by an adult either as a participant or as a supervisor of those persons participating in tennis or basketball.

Joseph G. Gebert, Chief of Police

Agenda Item #3

TOM GSCHWIND
Superintendent of Highways
tgschwind@cornwallny.gov

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

ORANGE COUNTY, NEW YORK

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

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

To: Supervisor Wojehowski & Town Board

Date: July 13th 2026

From: Tom Gschwind, Highway Superintendent

Re: Request for a 3-way stop – Shore Dr at Sycamore Dr

Mr. Wojehowski,

I am requesting that the Town Board consider installing a three-way stop at the intersection of Shore Drive and Sycamore Drive in the Beaver Dam Lake neighborhood.

With the upcoming opening of Cornwall Social, which will include a farm-to-table restaurant, a farm stand and artisan market, a large recreational hall with games and performance space, and a greenhouse for growing vegetables, flowers, and herbs, I anticipate a significant increase in traffic in this area.

The intersection of Shore Drive and Sycamore Drive already serves as an important access point for neighborhood residents. As traffic volumes increase due to visitors, deliveries, and special events associated with Cornwall Social, a three-way stop would help improve safety for motorists, pedestrians, cyclists, and local residents. It would also help create a safer driving environment for everyone traveling through the neighborhood. Given the anticipated increase in traffic, I believe installing a three-way stop at this intersection is a proactive and practical solution to improve public safety. This measure would help reduce the risk of accidents, encourage drivers to slow down, and provide a safer crossing for pedestrians and cyclists.

Thanks,

Tom Gschwind

Highway Superintendent

Agenda Item #4

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF CORNWALL AUTHORIZING THE TOWN SUPERVISOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH ORANGE COUNTY FOR THE CONTROL OF SNOW AND ICE ON CERTAIN COUNTY ROADS DURING THE 2026-2027 WINTER SEASON

WHEREAS, the Town of Cornwall (the "Town") wishes to enter into an intermunicipal agreement with Orange County to provide snow and ice control and removal services for certain County roads located within the Town, which are described as County Roads No. 9, 20, 65, 32 and 107; and

WHEREAS, the Town would receive monetary compensation in the amount of $74,556.00 from the County for performing the aforementioned services; and

WHEREAS, the Town has the necessary machinery, equipment and manpower to exercise the required snow removal and salting or otherwise treating of those certain County roads; and

WHEREAS, the Town Board has determined that it is in the overall best interests of the Town to enter into an intermunicipal agreement with Orange County for the aforesaid snow and ice control and removal services,

NOW THEREFORE, IT IS HEREBY

RESOLVED, that the Town Board of the Town of Cornwall hereby authorizes the Town Supervisor to execute an intermunicipal agreement between the Town of Cornwall and Orange County for the furnishing of all resources necessary to provide snow and ice control services on the aforementioned County roads during the 2026-2027 Winter season as required to effectuate the intent of this Resolution, which intermunicipal agreement, amendments and any contributing documents shall be subject to review and approval by the Town Attorney.

_____ 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_____

ORANGE COUNTY
DEPARTMENT OF PUBLIC WORKS

Erik Denega, P.E., P.M.P.
Commissioner

Steven M. Neuhaus
County Executive

P.O. Box 509, 2455-2459 Route 17M
Goshen, New York 10924-0509
TEL (845) 291-2750 FAX (845) 291-2778
www.orangecountygov.com

June 29, 2026

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

RE: Agreement for Snow and Ice Control on Certain County Roads for the 2026-2027 Season

Dear Mr. Wojehowski:

Enclosed herewith is one (1) copy of the proposed *Intermunicipal Agreement for the Control of Snow and Ice on Certain County Roads* for the 2026-2027 season with your municipality. Please execute the Agreement and **return it to this office no later than August 14, 2026** with the following documents:

1) **Original Agreement: Signed, Dated, and with Corporate Seal**

2) **Resolution enacted by the municipality to enter in the Agreement. Resolution must be original and certified by the Town Clerk, with your Corporate Seal.**

3) **Certificates of Insurance** as outlined in ARTICLE 13 of the Vendor Services Agreement; **(Please see Paragraph 8 in the Agreement for specified amounts.):**

- **Comprehensive General Liability and Automobile Liability**, naming County of Orange additionally insured
- **Certificate of Insurance for NYS Workers' Compensation** (Must be separate from ACORD; i.e. Form C-105.2)
- **Certificate of Insurance for NYS Disability Benefits** (Must be separate from ACORD; i.e. Form DB-120.1)

Certificate holder information should read as follows: **County of Orange c/o Dept of Public Works**
P.O. Box 509, 2455-2459 Route 17M
Goshen, NY 10924

Thank you for your prompt attention to this matter.

Very truly yours,

Erik Denega, P.E., P.M.P.
Commissioner

ED/cl
Enclosures

INTERMUNICIPAL AGREEMENT
FOR THE CONTROL OF SNOW AND ICE ON CERTAIN COUNTY ROADS

This **INTERMUNICIPAL AGREEMENT** ("Agreement"), dated and effective as of the 1st day of October, 2026, between the **County of Orange**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions (hereinafter the "**County**"), and the **Town of Cornwall**, Orange County, New York (hereinafter the "**Municipality**"), collectively referred to as "Parties."

WITNESSETH

WHEREAS, the **County** owns, operates and maintains a highway system (hereinafter "roadways") in the towns and villages of the **County**; and

WHEREAS, the Orange County Department of Public Works has general charge and supervision of the work of constructing, improving, repairing and maintaining all **County** roadways; and

WHEREAS, **County** funds may be expended for the control and removal of snow and ice from **County** roadways; and

WHEREAS, the **County** may contract with the **Municipality** for snow removal and for salting or otherwise treating **County** roadways for the purposes of removing the danger of ice and snow; and

WHEREAS, the **Municipality** has the necessary machinery and equipment to exercise snow removal and salting or otherwise treating certain **County** roadways in said **Municipality**; and

WHEREAS, it will be beneficial to the **County** for said work to be performed by the **Municipality**; and

WHEREAS, the **Municipality** is willing to contract with the **County** for snow and ice control services based on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties hereto as follows:

1. **Term.** This Agreement shall be in effect for a period commencing on **October 1, 2026** and will terminate on **April 30, 2027** (hereinafter the "Term"). This Agreement is subject to approval by resolution of the Orange County Legislature and the Municipality's legislative body pursuant to New York Highway Law §135-a, set forth in **Schedule "B"**.

2. **Scope of Work.** This Agreement shall include all activities necessary to control snow and ice, together with all necessary labor, equipment and materials for the **County** roadways designated in **Schedule "A"** which is annexed hereto and incorporated herein (hereinafter the "Work").

    a. The **Municipality** will furnish all personnel, necessary highway tools and equipment and cause the Work to be performed in accordance with the rules and regulations of the **County's** Commissioner of Public Works.

    b. The **Municipality** will provide all necessary sanding for the purposes of removing the danger of snow and ice on the **County** roadways designated in **Schedule "A."**

c. Plowing shall always be done with the plowing trucks moving in the direction of traffic. Snow should not be plowed to the side of the truck on which traffic has an opportunity to pass.

3. **Payment.** In consideration for the Work, the **County** will pay the **Municipality** in accordance with the rates set forth in **Schedule "A"**. **Municipality** shall submit a detailed invoice for all Work rendered pursuant to this Agreement. The **County** will pay the **Municipality** on or before **April 15, 2027** or, in the event that an invoice is not tendered to the **County** on or before **March 15, 2027, County** shall issue payment within thirty (30) days receipt of such invoice.

4. **Municipality Responsibilities.** In addition to the obligations set forth in this Agreement, **Municipality** shall:

   a. Notify the **County's** Commissioner of Public Work, through **Municipality's** Superintendent, of any action, proceeding, claim or demand against **Municipality** arising from or out of the manner of performance of the functions under this Agreement;

   b. Maintain a sufficient level of manpower, equipment and materials to enable it to meet the objections of this Agreement;

   c. Clear the **County** roadways described in **Schedule "A"** to the extent that the **County** may deem necessary to provide reasonable passage and movement of vehicles over such roadways all in accordance with the terms, rules and regulations as may be deemed by the **County** to be in the best interest of the public; and

   d. Adhere to all applicable local and state driving laws including the New York State Department of Transportation guidelines for any employees possessing a Commercial driver's license.

5. **Compliance with Local Law No. 10 of 2013. AS PROVIDED IN LOCAL LAW NO. 10 OF 2013, THE MUNICIPALITY ACKNOWLEDGES THAT THE PLACEMENT OF BRINE ON ANY ROAD OR PROPERTY OF THE COUNTY IS UNLAWFUL. MUNICIPALITY AGREES THAT NO BRINE, AS DEFINED BY LOCAL LAW NO. 10 OF 2013, WILL BE UTILIZED ON OR PLACED ON ANY PROPERTY OF THE COUNTY IN PERFORMING THE WORK.**

6. **Expenses. Municipality** shall be responsible for all costs and expenses incident to the performance of this Agreement, including but not limited to, all costs of materials, equipment, all fees, fines, licenses or bonds required or imposed against **Municipality** and all other costs associated with the Work. The **County** shall not be responsible for any expense incurred by **Municipality** in performing the Work.

7. **Parties' Status.** It is the expressed intention of the Parties that the **Municipality** is an independent entity and not an employee, agent, joint venture or partner of the **County**. Nothing shall be interpreted or construed as creating or establishing the relationship of employer and employee between the **County** and **Municipality**.

8. **Municipality's Insurance.** The **Municipality** shall maintain the following insurances covering both the **Municipality** and the **County** as it applies to liability under this Agreement: (A) General Liability Insurance with a combined single limit of $1,000,000; (B) Auto Liability Insurance with

a combined single limit of $1,000,000; and (C) Workers' Compensation and Disability coverage as required by the New York State Workers' Compensation Law.

a. The **Municipality** shall attach to this Agreement a current Certificate of Insurance. The Certificate of Insurance will name the "County of Orange" as an additional insured with respect to this Agreement.

b. In the event the **Municipality** does not carry liability insurance, it shall provide the **County** with a letter of indemnification that holds the **County** harmless in the event of any action brought against the **County**. Said letter shall be approved by the Orange County Department of Law in advance of any performance of the Work.

c. Each insurance policy required by this Agreement shall be endorsed to state that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, to the **County's** Risk Management Division. Any insurance coverage replaced or renewed during this Agreement will be evidenced by a new Certificate of Insurance being supplied to the **County** by the **Municipality**.

d. The **Municipality's** insurance coverage or self-insurance deductible shall be primary insurance with respect to the **County**, its officials, employees, agents or volunteers; and shall be in excess of the **Municipality's** insurance or self-insurance/deductible and shall not contribute with it.

e. The **Municipality** may not subcontract or utilize subcontractors for Work to be performed under this Agreement without the express written consent of the **County**. In that the **County** provides written consent for the **Municipality** to subcontract or utilize subcontractors to perform the Work, the **Municipality** shall include any subcontractors as insured under the aforementioned insurance policies or shall furnish separate certificates for each subcontractor. Coverage for subcontractors shall be subject to all the requirements stated herein.

9. **Additional Insurance.** The **County** will provide insurance with limits of $2,000,000 in excess of the amounts set forth in Paragraph 8(A) and 8(B) hereof that will cover the **Municipality's** liability as it applies under this Agreement.

10. **Indemnification.**

a. The **Municipality** hereby agrees to defend, indemnify and hold harmless the **County**, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third-party of any other person or entity, arising out of services pursuant 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, or agents. The **Municipality** further agrees to defend, indemnify and hold harmless the **County** against any claim arising from or occasioned by the manner of performance or non-performance of the Work under this Agreement.

b. In the event that any claim is made or any action is brought against the **County** arising out of the negligence, fault, act or omission of an employee, representative,

subcontractor, assignee or agent of the **Municipality**, either within or without the scope of his or her respective employment, representation, agreement or agency, or arising out of the **Municipality's** negligence, fault, act or omission, then the **County** shall have the right to require payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the **County** provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

11. **Termination.** The **County** may terminate this Agreement upon thirty (30) days written notice to the **Municipality** subject to the fulfillment of all outstanding obligations to the **County** under the provisions of this Agreement. If this Agreement is so terminated, the **Municipality** shall be paid for that portion of the Work satisfactorily completed.

12. **Prohibition against assignment.** In accordance with the provisions of section 109 of the General Municipal Law, the Parties are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement to any other municipality, officer, person or corporation without the previous consent in writing of the other party.

13. **Construction of Agreement.** This Agreement shall be construed in accordance with the laws of the State of New York and jurisdiction and venue for any disputes arising herewith shall reside with the Orange County Supreme Court in and for the State of New York.

14. **Notices.** All notices shall be in writing and hand-delivered or sent by United States certified or registered mail, return receipt requested to the address of the other party or to such other address as such party may designate from time to time by such notice and shall take effect when mailed.

15. **Entire Agreement.** This Agreement constitutes the entire Agreement between the **County** and **Municipality** with reference to the subject matter hereof. There are no terms, conditions or obligations other than those contained herein and there are no written or verbal statements or representations, warranties or agreements with respect to this Agreement which have not been embodied herein.

16. **Modification.** This Agreement shall not be modified except by writing, subscribed by both Parties.

17. **Non-Waiver.** No delay for failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

18. **Severability and Compliance with Applicable Law.** Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions or the application thereof shall be deemed severable and shall not be affected thereby.

19. **Headings.** The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.

20. **Interpretation.** The Parties acknowledge that that they have had an opportunity to review this Agreement and confer with counsel of their choosing. This Agreement shall be interpreted in

accordance with its plain meaning, and the rule that ambiguities shall be construed against the drafter of the document shall not apply in connection with the construction or interpretation hereof.

IN WITNESS THEREOF, the Parties have hereunto executed this Agreement to be effective as of the date set forth above.

TOWN OF CORNWALL	COUNTY OF ORANGE
By: _____	By: _____
Joshua T. Wojehowski SUPERVISOR	Stefan ("Steven") M. Neuhaus COUNTY EXECUTIVE
Date: _____	Date: _____

Seal Affixed;

Schedule "A"

Town of Cornwall

Item	Description	Distance Per Mile	Rate per Mile	Total
A.	A portion of the Central Valley-Cornwall, County Road No. 9, Part 2, beginning at its intersection with County Road No. 65 and extending to its northerly end, a distance of 2.65 miles; thence continuing northerly along County Road No. 9, Part 3, to its intersection with State Route 218 at the New York Military Academy, a distance of 1.01 miles	3.66	$5,700.00	$20,862.00
B.	County Road No. 65 leading from County Road No. 9 to State Route No. 32	0.91	$5,700.00	$5,187.00
C.	All of the Orrs Mills-Firthcliffe, County Road No. 32	2.02	$5,700.00	$11,514.00
D.	County Road No. 79, Pleasant Hill Road, from County Road No. 20, southerly to State Road No. 32	2.00	$5,700.00	$11,400.00
E	County Road No. 20, Orrs Mills-Salisbury Mills, from N. Y. State Route No. 94, a Distance of 3.42 miles in the Town of Cornwall and 0.50 miles in the Town of Blooming Grove	3.92	$5,700.00	$22,344.00
F	County Road No. 107 leading from State Highway 32 to N. Federal Highway 9W Ramp	0.57	$5,700.00	$3,249.00
	Total Contract	**13.08**	$5,700.00	**$74,556.00**

Schedule "B"

Town Resolution

Agenda Item #5

Agenda Item #6

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF CORNWALL AUTHORIZING THE SUPERVISOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR A PROPERTY EXCHANGE WITH HUDSON VALLEY GOLF FOUNDATION IN CONNECTION WITH THE BOULEVARD BRIDGE REPLACEMENT PROJECT

WHEREAS, the Town is responsible for the maintenance, repair and replacement of the bridge for vehicular traffic on Boulevard and Ridge Road; and

WHEREAS, the aforesaid bridge needs to be replaced on and/or near the property owned by Hudson Valley Golf Foundation ("HVGF"); and

WHEREAS, a portion of HVGF's golf operations are built on Town property and a portion of HFGF's property lies near the Town's right of way on Boulevard and Ridge Road; and

WHEREAS, the Town and HVGF have agreed to exchange certain real property in the form of a lot line change agreement in order for both parties to have more efficient access to the real property needed for their respective operations; and

WHEREAS, the Town and HVGF have agreed to the terms of the attached Memorandum of Understanding which outlines the basic terms of the lot line change and also contemplates the execution of a formal written agreement further detailing the terms of the lot line change and respective responsibilities of the parties; and

WHEREAS, the Town Board has determined that it is in the overall best interests of the Town to enter into the attached Memorandum of Understanding with HVGF and the subsequent formal agreement,

NOW THEREFORE, IT IS HEREBY

RESOLVED, that the Town Board of the Town of Cornwall hereby authorizes the Town Supervisor, or his designee, to enter into the attached Memorandum of Understanding with HVGF and the subsequent formal written agreement setting forth the terms of the lot line change agreement between the Town and HVGF, and to execute any other appropriate documents, all of which shall be subject to review and approval by the Town Attorney.

_____ 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, Councilwoman, voting _____
Joshua Wojehowski, Supervisor, voting_____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made as of the 10th day of July 2026 (the "Effective Date"), by and between

HUDSON VALLEY GOLF FOUNDATION, a Delaware not-for-profit corporation, with offices at 18 Ridge Road, Cornwall, NY 12518 ("**HVGF**") and

TOWN OF CORNWALL (the "**TOWN**"), a municipal corporation organized and existing under the laws of the State of New York with its principal offices located at Town Hall, 183 Main Street, Town of Cornwall, Orange County, NY 12518.

1. HVGF is the fee simple owner of certain real property located in the Town of Cornwall, County of Orange, State of New York as follows:

   i) 25 Boulevard, Cornwall, New York, which is identified on the Town Tax Map as Section 38, Block 1, Lot 18; and

   ii) 18 Ridge Road, Cornwall, Orange County, New York which is identified on the Town Tax Map as Section 38, Block 1, Lot 19.2

   (collectively the "HVGF Property").

2. The TOWN previously installed a bridge on and/or near the HVGF Property to allow for vehicular traffic on Boulevard and Ridge Road, which needs to be replaced on and/or near the HVGF Property.

3. HVGF will transfer a +/- 0.97 acre portion of the HVGF Parcel to the TOWN to be added to Boulevard by virtue of a lot line change; and ii) the Town to transfer a +/- 0.13 acre portion of Boulevard to HVGF to be added to the HVGF Property by virtue of a lot line change (See Exhibit "A" annexed hereto).

4. The Parties shall equally share the costs and expenses of engineering and other necessary services, for obtaining all required approvals, including, but not limited to, subdivision/lot line change approval from the Town of Cornwall Planning Board, to effectuate the intent of this Agreement in a joint Planning Board application (the "Approvals").

5. The Parties shall cooperate with each other in a commercially reasonable manner, including the execution of any consents or other documents, reasonably required by either Party or the Town of Cornwall, in order to make a joint application for such municipal approvals.

6. Following the execution of this Memorandum, the TOWN, its employees, consultants, agents and contractors, shall be permitted to enter those portions of the HVGF Parcel

on and surrounding the Conveyance Areas identified on Exhibit "A" to undertake all aspects of the bridge replacement Project, including staging of equipment, ground preparation and actual replacement of the bridge. **No portion of the golf playing areas of the HVGF Parcel shall be disturbed by the Town.**

7. THE TOWN will be responsible for all damage or injury to any person or property resulting from any entry on the HVGF Parcel by the TOWN. The TOWN will indemnify, defend and hold harmless HVGF for, from and against any loss, claim, demand, lien, liability, cost or expense (including attorney's fees) arising out of or related to the TOWN or any of its employees, agents, representatives or contractors entry on the HVGF Parcel.

8. Prior to entering upon the HVGF Parcel, the TOWN and its agents, representatives and contractors will obtain a policy of general commercial liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence covering the activities of the TOWN and its agents, representatives and contractors under this Agreement. HVGF will be added as an additional insured under such insurance policy.

9. Prior to accessing the Property, the TOWN shall give reasonable notice to the HVGF, and no work on the Project will be conducted by the TOWN, or its employees and agents, on weekends or holidays or outside the hours of 7:00 a.m. to 5:00 p.m. on weekdays, without HVGF'S prior consent.

10. **The parties agree that the forgoing will be further memorialized in a written agreement between the parties to be negotiated in good faith with an expected execution date of no later than forty-five (45) days from the date of full execution of this Memorandum.**

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

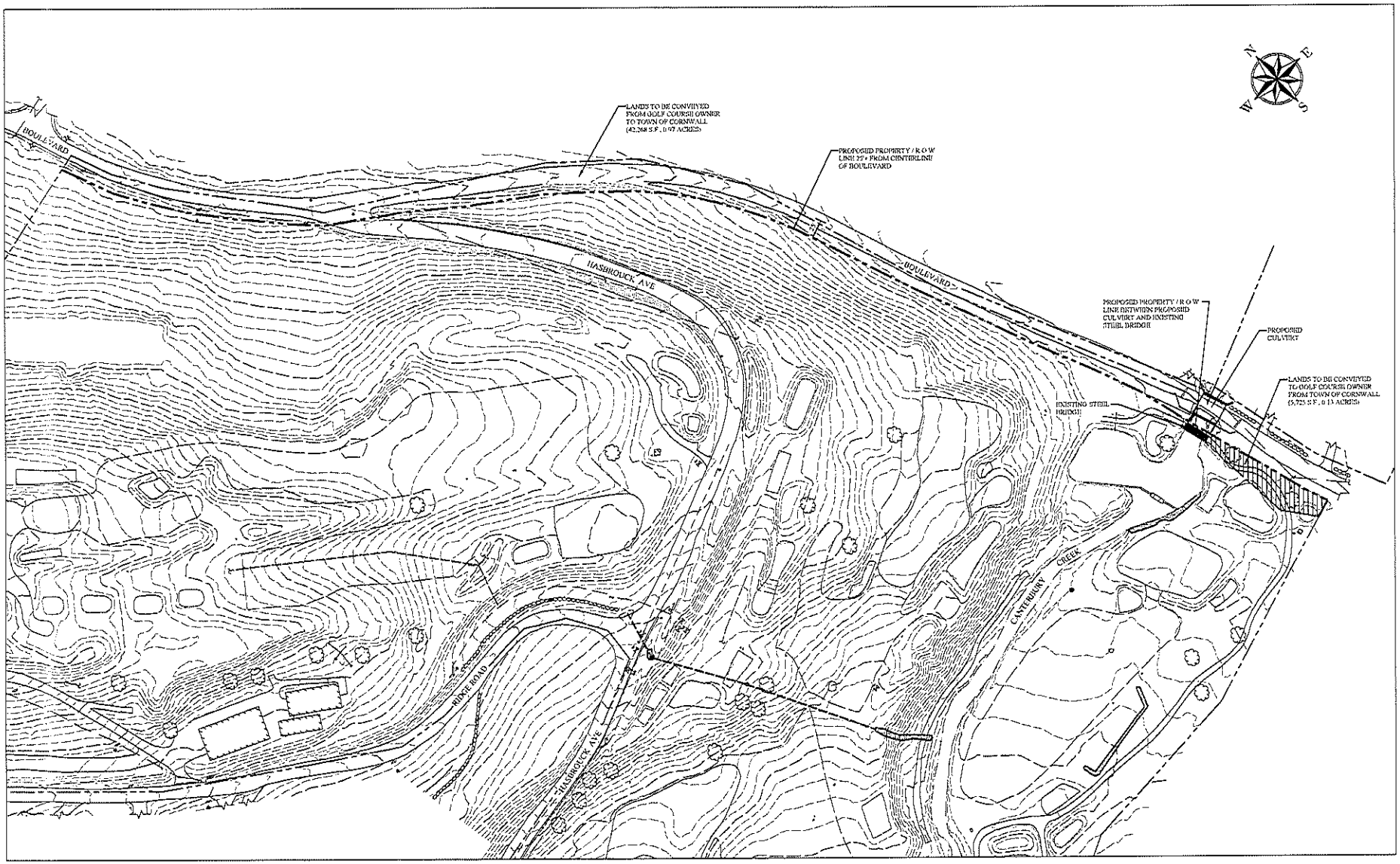
HUDSON VALLEY GOLF FOUNDATION
By:

David A Gang

David Gang, President

TOWN OF CORNWALL
By:

Joshua Wojehowski,
Supervisor



1 SK-1 PROPOSED LOT LINE CHANGE CONCEPT PLAN
SCALE: 1" = 50'

GRAPHIC SCALE

Agenda Item #7

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF CORNWALL AUTHORIZING THE SUPERVISOR TO SOLICIT PROPOSALS FOR IMPROVEMENTS TO THE ICEHOUSE PAVILION PURSUANT TO A DASNY GRANT AWARD

WHEREAS, the Town of Cornwall has received a grant from the Dormitory Authority of the State of New York for the purpose of renovating and upgrading the Icehouse Pavilion adjacent to Rings Pond, including a new roof, flooring, lighting, electricity and other improvements; and

WHEREAS, the Town Board is of the opinion that it is necessary and in the best interest of the Town to solicit bids from interested parties to perform the necessary construction work in order to insure that the Town selects the proposal that is most beneficial to the Town,

NOW, THEREFORE, IT IS HEREBY

RESOLVED as follows,

1. That the Town Board hereby authorizes and directs the Supervisor to solicit proposals from outside contractors to provide construction services in connection with the aforementioned improvements at Icehouse Pavilion with said proposals to be submitted no later than 2:00 p.m. August 25th, 2026, and

2. To thereafter report back to the Town Board with the results of said proposals.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Mary A. Heed, Councilwoman, voting _____

Timothy I. McCarty, Councilman, voting _____

Rokhsha Michael-Razi , Councilwoman, voting _____

Irwin Gold, Councilman, voting _____

Joshua Wojehowski, Supervisor, voting_____

Agenda Item #8

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF CORNWALL AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE A CONTRACT TO FIX THE TOWN'S ENERGY RATE COSTS

WHEREAS, the Town of Cornwall (the "Town") is responsible for paying the electric and gas for its municipal buildings and said services result in significant energy costs paid by taxpayers;

WHEREAS, _____, the Town's current contract vendor, has made a proposal to broker a fixed rate for energy costs for all Town buildings for the duration of a certain fixed term from _____, 2026 through _____, 202___, as recommended by the Town's consultant, M&R Energy Resources Corp, based on its analysis of the relevant data, such as current and projected Town energy usage, and current and projected future rates;

WHEREAS, by accepting a fixed-rate plan for all of the Town's energy costs, the Town will save taxpayer money spent on energy costs over the recommended period of time;

WHEREAS, the Town Board has determined that it is in the overall best interests of the residents of the Town to enter into a contract with _____ for the aforesaid utilities fixed-rate plan;

NOW THEREFORE, IT IS HEREBY

RESOLVED, that the Town Board of the Town of Cornwall hereby authorizes the Town Supervisor to execute a contract with _____ to fix the Town's energy costs in accordance with the proposal annexed hereto for a period of _____, 2026 through _____, 202___, along with any other appropriate documents to effectuate the intent of this Resolution, all of which shall be subject to review and approval by the Town Attorney.

_____ 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 #9

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF CORNWALL AUTHORIZING THE SUPERVISOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF ORANGE FOR CSE TRANSPORTATION SERVICES TO RESIDENTS 60 AND OVER

WHEREAS, the Town of Cornwall and County of Orange are parties to a Community Services for the Elderly ("CSE") Transportation Contract dated July 1, 2021, as amended, for residents over the age of 60 years; and

WHEREAS, the County of Orange has issued the annexed contract amendment for the continuation of the CSE Transportation program, and

WHEREAS, the Town Board believes that it is in the best interest of the Town residents to authorize the Supervisor to execute the aforesaid amendment to the CSE Transportation agreement,

NOW, THEREFORE, IT IS HEREBY

RESOLVED that the Town Board of the Town of Cornwall hereby authorizes and directs the Supervisor, or his designee, to execute and submit the annexed amendment to the CSE Transportation agreement, subject to the approval of form of the amendment by the Town Attorney.

_____ 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_____

ORANGE COUNTY

AMENDMENT

NO: 7 **EFFECTIVE DATE:** May _____, 2026

VENDOR: Town of Cornwall

AGREEMENT FOR: CSE Transportation Services for Residents 60 and Over (RFP-OFA04-21)

The Agreement for Vendor Services, dated July 1, 2021 between the **COUNTY OF ORANGE** ("County") and **Town of Cornwall** ("Vendor"), as previously amended and extended by Amendment No. 6 dated April 1, 2025, as previously amended and extended by Amendment No. 5 dated April 1, 2024, as previously amended by Amendment No. 4 dated January 1, 2024, as previously amended by Amendment No. 3 dated November 17, 2023, as previously amended and extended by Amendment No. 2 dated April 1, 2023, as previously amended and extended by Amendment No. 1 dated April 1, 2022 ("Agreement") is hereby further amended and extended as follows:

1) **EXTENSION OF TERM.** Not Applicable.

2) **NOT-TO-EXCEED COST**. The not-to-exceed cost set forth in Article 3 of the Agreement is increased by $31,748.50 to $126,370.50 as more particularly set forth below.

3) During Renewal Term #4, the vendor shall provide the Units of Service specified in the annexed Schedule B-5, which is hereby incorporated into and made a part of this Amendment No. 7. The annexed Schedule B-5 hereby supersedes and replaces Schedule B-4 (annexed to Amendment No. 5)

4) **SEXUAL HARASSMENT CERTIFICATION.** Pursuant to the New York State Finance Law §139-l, by execution of this Amendment No. 7, the Vendor and the individual signing this Amendment No. 7 on behalf of the Vendor certifies, under penalty of perjury, that the Vendor 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

4). **INTEGRATION.** Except as modified by this Amendment No. 7, the Agreement shall remain unchanged and in full force and effect. The terms used in this Amendment No. 7, unless otherwise defined in this Amendment No. 7, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment No. 7 and the Agreement, the terms and conditions of this Amendment No. 7 shall control.

5). **SIGNATURES.** A manually signed copy of this Amendment No. 7 delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Amendment No. 7.

The foregoing changes result in the following adjustment of Agreement not-to-exceed cost and term as follows:

Agreement Not-to-Exceed Cost Prior to this Amendment	$94,622.00
Net Increase resulting from this Amendment	$31,748.50
Agreement Not-to- Exceed Cost including this Amendment	$126,370.50

Agreement Term Prior to this Amendment	07/01/2021 – 03/31/2026
Agreement Term including this Amendment	07/01/2021 – 03/31/2026

COUNTY

By: _____
Title: _____
Date: _____

VENDOR

By: _____
Title: _____
Date: _____

SCHEDULE B-5

FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	COST OF SERVICE
3915 units of Transportation	$17.00 (per one way trip per person)	$66,555

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of $66,555.00 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed **$45,748.50.**

(b) Anticipated Income – Voluntary contributions in amount of $1,200.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of $19,606.50 to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the $1,200.00 projected on Schedule B-5 to the Agreement shall be borne by Vendor.

DISCLOSURE OF PRIOR NON-RESPONSBILITY DETERMINATIONS
See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

_____

Address:_____

_____

Name and Title of Person Submitting this Form:_____

_____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Instructions for Completing the
Offeror Disclosure of Prior Non-Responsibility Determinations

Background:
New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf .

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

> By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

_____	_____
DATE	SIGNATURE
_____	_____
BUSINESS NAME	NAME
	_____
	TITLE

Agenda Item #10

Corrections 2

Agenda Item #9-Riverlight Park Improvements:

Basketball Hoop Replacements

A motion to approve the purchase of four new basketball hoops from Hercules Diamond at $3,249.00 each for a total amount of $12,996.00.00 from the recreation fund was made by Councilwoman Michael-Razi seconded by Councilman Gold.

Roll Call Vote:

Councilman McCarty	Aye
Councilwoman Heed	Aye
Councilwoman Michael-Razi	Aye
Councilman Gold	Aye
Supervisor Wojehowski	Aye

Motion carried.

Purchase of New Pond Fountains

A motion to approve the purchase of one fountain from The Pond & Lake Connection in the amount of $7,554.00 from the recreation fund was made by Councilman McCarty seconded by Councilwoman Michael-Razi.

Roll Call Vote:

Councilman McCarty	Aye
Councilwoman Heed	Aye
Councilwoman Michael-Razi	Aye
Councilman Gold	Aye
Supervisor Wojehowski	Aye

Motion carried.

Purchase of Barley for Pond Treatment

To save on shipping costs, we will order 4 drums of the barley.

A motion to authorize the purchase of 4 drums of barley from 123 Ponds in the amount of $8,279.96 from the recreation fund was made by Councilwoman Heed seconded by Councilman Gold.

Roll Call Vote:

Councilman McCarty	Aye
Councilwoman Heed	Aye
Councilwoman Michael-Razi	Aye
Councilman Gold	Aye
Supervisor Wojehowski	Aye

Motion carried.

Councilwoman Heed	Aye
Councilwoman Michael-Razi	Aye
Councilman Gold	Aye
Supervisor Wojehowski	Aye

Motion carried.

Agenda Item #7-Webster Bank Debt Service Payment Program Agreement

A motion to authorize the Supervisor to execute the Webster Bank Municipal Account Debt Service Payment Program Agreement was made by Councilman McCarty seconded by Councilwoman Michael-Razi.

Roll Call Vote:

Councilman McCarty	Aye
Councilwoman Heed	Aye
Councilwoman Michael-Razi	Aye
Councilman Gold	Aye
Supervisor Wojehowski	Aye

Motion carried.

Agenda Item #8-Ricoh Copier Lease Agreements – Assessor & Supervisor's Office

A motion to approve agreements for both the Police Department and the Assessor's office was made by Councilwoman Heed seconded by Councilwoman Michael-Razi.

Roll Call Vote:

Councilman McCarty	Aye
Councilwoman Heed	Aye
Councilwoman Michael-Razi	Aye
Councilman Gold	Aye
Supervisor Wojehowski	Aye

Motion carried.

Agenda Item #9-Riverlight Park Improvements:

Basketball Hoop Replacements

A motion to approve the purchase of new basketball hoops from Hercules Diamond in the amount of $3,249.00 was made by Councilwoman Michael-Razi seconded by Councilman Gold.

Roll Call Vote:

Councilman McCarty	Aye
Councilwoman Heed	Aye
Councilwoman Michael-Razi	Aye
Councilman Gold	Aye
Supervisor Wojehowski	Aye

Motion carried.

Purchase of New Pond Fountains

A motion to approve the purchase of 2 fountains from The Pond & Lake Connection in the amount of $7,554.00 was made by Councilman McCarty seconded by Councilwoman Michael-Razi.

Roll Call Vote:

Councilman McCarty	Aye
Councilwoman Heed	Aye

Councilwoman Michael-Razi	Aye
Councilman Gold	Aye
Supervisor Wojehowski	Aye

Motion carried.



Purchase of Barley for Pond Treatment

To save on shipping costs, we will order 4 drums of the barley.

A motion to authorize the purchase of 4 drums of barley from the Pond & Lake Connection in the amount of $7, 554.00 was made by Councilwoman Heed seconded by Councilman Gold.

Roll Call Vote:

Councilman McCarty	Aye
Councilwoman Heed	Aye
Councilwoman Michael-Razi	Aye
Councilman Gold	Aye
Supervisor Wojehowski	Aye

Motion carried.

Agenda Item #10-Touch-a-Truck 2026

A motion for the Town to participate in the annual Touch-a-Truck was made by Councilman McCarty seconded by Councilman Gold.

Roll Call Vote:

Councilman McCarty	Aye
Councilwoman Heed	Aye
Councilwoman Michael-Razi	Aye
Councilman Gold	Aye
Supervisor Wojehowski	Aye

Motion carried.

Agenda Item #11-Liquor License Application – Pho Rush LLC

A motion to waive the 30-day advance requirement notice was made by Councilwoman Heed seconded by Councilman Gold.

Roll Call Vote:

Councilman McCarty	Abstain
Councilwoman Heed	Aye
Councilwoman Michael-Razi	Aye
Councilman Gold	Aye
Supervisor Wojehowski	Aye

Motion carried.

Agenda Item #12-Resolution - Personnel – Highway & Sanitation Department – Transfers, New Hire, and Temp Hires

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

Agenda Item #11

Agenda Item #12

Agenda Item #13