

**AGENDA**  
**Cornwall Town Board**  
**Regular Meeting**  
Tuesday, January 20, 2026  
7:00 p.m.  
FINAL

**Pledge of Allegiance**

**Public Comment on Agenda Items – 3 Minute Limit**

**Approval of Minutes:** December 4, 2025 Special Meeting, December 11, 2025 Special Meeting, December 11, 2025 Work Session & Special Meeting

**Agenda Items**

1. Appoint Town Board Councilperson
2. Resolution – West Shore Train Line Study
3. Land-Use Moratorium Hardship Waiver – Hudson Valley Golf Foundation – Schedule Public Hearing
4. Resolution – Land-Use Moratorium – Extend 90 Days
5. Resolution – Pro-Housing Community
6. Resolution – Establish Stipend for Hotel & Tourism Facility Tax Collection
7. Resolution – Establish Stipend for MS4 Stormwater Management Officer
8. Budget Adjustments
9. NYF – Riverlight Park Project: Award RFP
10. Resolution – Amend Towing Rates
11. Resolution - Home-Rule Legislation for Hotel and Tourism Facility Tax Extension Request
12. Ice Skating – Insurance Policy Quote
13. Streetlight Maintenance Agreement – Real Term Energy
14. Munistat Agreement
15. Deckard Technologies Agreement
16. Police Department – Vehicle Purchase Request
17. Police Department - Resignation

**AGENDA**  
**Cornwall Town Board**  
**Regular Meeting**  
Tuesday, January 20, 2026  
7:00 p.m.  
FINAL

- 18. 2026 Towing Application – Pat’s Towing
- 19. Committee Appointments
- 20. 2026 Summer Camp Update
- 21. Special Event Permit - Cornwall Public Library: Catskill Mountain Shakespeare’s ‘Hamlet’
- 22. Items Received After Final Agenda Publication

**Public Comment – 3 Minute Limit**

**Committee Reports:**

- Town Board Member Liaison Reports
- Supervisor’s Updates

**Executive Session**

**Closed Session – Seek Confidential Legal Advice of Counsel**

**Adjournment**

# Agenda Item

#1

# Agenda Item

## #2

## RESOLUTION – WEST SHORE TRAIN LINE STUDY

WHEREAS, the west side of the Hudson River in Orange, Ulster, and Rockland Counties lacks sufficient public transportation infrastructure, limiting mobility and economic opportunity for residents; and

WHEREAS, the CSX River Subdivision (West Shore Line) presents a unique opportunity for a new passenger rail corridor connecting Newburgh, Cornwall, and other west-of-Hudson communities to New York City and the greater metropolitan area; and

WHEREAS, All Aboard Hudson Valley envisions implementing passenger rail service along the West Shore Line to support regional goals related to smart growth, equitable access to transportation, economic development, and reduction of carbon emissions; and

WHEREAS, recent developments such as the proposed implementation of New York City's congestion pricing plan and the cancellation of the Newburgh-Beacon Ferry have underscored the urgent need for viable commuter alternatives on the west side of the Hudson River; and

WHEREAS, a restored and upgraded West Shore rail corridor would not only increase access to jobs and housing but would also support critical hubs such as Stewart International Airport and the potential Newburgh Intermodal Transportation Center, including multimodal connections with ferry, bus, rideshare, and future housing development; and

WHEREAS, such service could also provide future connections for tourism to the Catskills, improved access to West Point for events and ceremonies, and long-term opportunities for transit-oriented development in towns like Cornwall; and

WHEREAS, a feasibility study is the critical first step to assess operational, engineering, ridership, and economic viability of such service;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Cornwall hereby formally requests that New York State, in coordination with relevant regional planning agencies and transportation authorities, fund and initiate a feasibility study to evaluate the restoration of passenger rail service on the CSX River Subdivision (West Shore Line); and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to Governor Kathy Hochul, State Senator James Skoufis, Assemblyman Chris Eachus, Congressman Pat Ryan, the New York State Department of Transportation, and other relevant agencies and officials to express our full support and urge immediate action.

\_\_\_\_\_ presented the foregoing resolution which was seconded by \_\_\_\_\_,

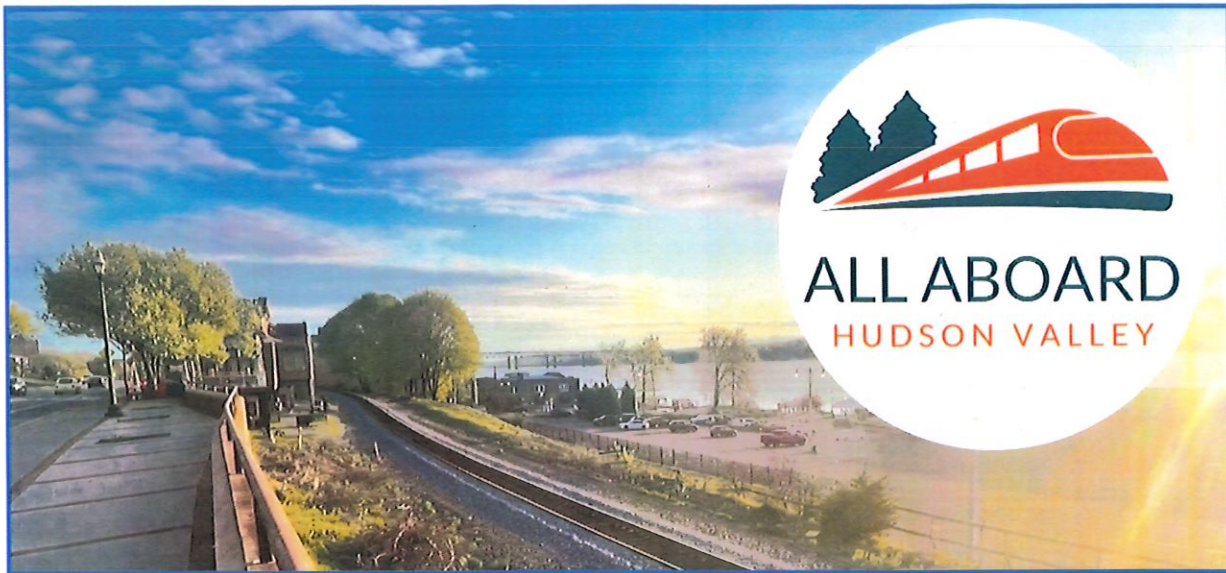
The vote on the foregoing resolution was as follows:

Mary A. Heed, Councilwoman, voting \_\_\_\_\_

Timothy I. McCarty, Councilman, voting \_\_\_\_\_

Rokhsa Michael-Razi , Councilwoman, voting \_\_\_\_\_

Joshua Wojehowski, Supervisor, voting \_\_\_\_\_

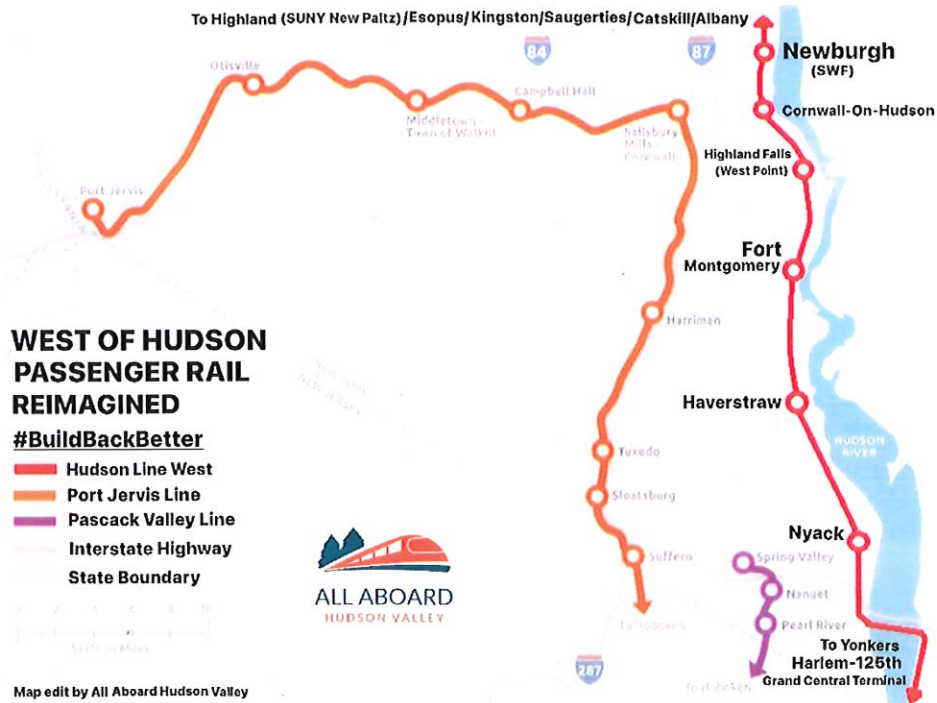


*Investing in Hudson Valley Rail Infrastructure to Propel the Full Growth Potential of the Region*

The Hudson Valley region of New York is a rapidly growing and developing area with an abundance of potential. Its gorgeous natural scenery, thriving art scene, and cozy communities, located just 60 miles north of NYC, are home to hardworking families and a popular destination for many adventure seekers. As the region continues to grow, it exposes many challenges that need to be addressed to allow the future development of the region to reach its true potential. Roads are becoming congested, and the existing infrastructure is quickly becoming more insufficient. This highlights a major issue with the Hudson Valley Region: connectivity.

Among the glaring gaps within the region's infrastructure lies a solution that can drive the Hudson Valley in the right direction – rail travel, specifically on the West side of the Hudson River. West of Hudson commuters must rely on an unreliable and infrequent Port Jervis line, which currently requires passengers commuting to NYC to make a mad dash to run upstairs and transfer to a connecting train at Secaucus. The line also does not directly serve some of the larger cities and towns along the west bank of the Hudson. The other option is to trek across the river, braving morning traffic on the way in and sitting in a traffic jam on the way home. This project provides a much needed solution to fill major transportation deficiencies in Orange, Ulster and Rockland counties.

All Aboard Hudson Valley envisions a project that will bring the West Side of the Hudson, along with the Hudson Valley as a whole, to its complete potential – the Hudson Line West. This project would introduce passenger train service to the West Shore of the Hudson Valley, utilizing an upgraded freight line known as the CSX River Subdivision (also known as the West Shore Railroad) to serve cities and towns along the line. The project would provide direct, one-seat rail access to cities like Newburgh, Kingston, and Nyack, instantly boosting their growth potential. Communities such as Cornwall-On-Hudson, Haverstraw, Highland Falls, Congers, and more would offer Hudson Valley families and citizens more livable options and better access to high-paying jobs. The line would not only significantly improve the daily lives of commuters it serves but would also function as a major catalyst for growth and potential.



**The Route:** The CSX River Subdivision runs between Ravena, NY and North Bergen, NJ, paralleling the West Bank of the Hudson River. All Aboard Hudson Valley’s proposal includes establishing regular passenger service between Newburgh, NY and Grand Central Terminal in Manhattan via a new rail link between Nyack and the Governor Mario Cuomo Bridge. Service is also proposed to extend north up to Kingston, NY with potential seasonal weekend service to Saugerties and Catskill. The current rail alignment also allows for a potential new station to be established in downtown Albany.

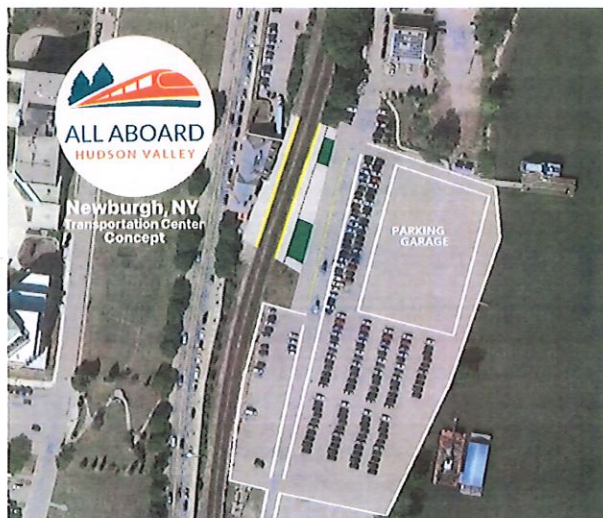
**The Objective:** All Aboard Hudson Valley requests the implementation of a Feasibility Study to research all construction requirements, costs, environmental impacts & community engagement.



## Project Benefits - All Aboard Hudson Valley plans for a strong New York future

### Benefits Highlighted

- **Anchor stop in Newburgh, NY** - Creation of the Newburgh Transportation Center - A Central transit hub where riders can conveniently connect Newburgh to NYC's high paying jobs and entertainment. The station would connect city bus lines, tourist boats, ferries to cross river access, easy access to Newburgh housing, restaurants, hotels and tourist attractions.
- **Several high impact connections can be served from the line:** Quick and direct shuttle access to NY Stewart International Airport via bus link at the Newburgh Waterfront Train Station via bus or new light rail connection.
- Special events stop established at West Point for football games, graduations, special events etc. to alleviate traffic over Route 9W.
- Direct rail access to the City of Kingston and Catskill region via either regular or seasonal service to Kingston, Saugerties and Catskill. A would be widely popular service for not only residents, but the many vacation goers drawn to the Catskill region.
- Stop in Highland with shuttle bus connection to SUNY New Paltz.
- **High Ridership Potential** - Establishing passenger train service in on this line will connect hard working Hudson Valley residents and families with direct service to high paying NYC jobs as well as connect NYC residents to a highly desirable tourism region in the Hudson Valley. Added connections to NY Stewart Airport, West Point and more would produce high ridership.
- **Positive and Impactful Hudson Valley Growth** - Bringing Passenger Rail to these communities in the Hudson Valley Region will bring the potential of attracting new companies, businesses and jobs to Rockland, Orange and Ulster Counties as well as create new and plentiful Transit Oriented Development and new housing connected to stops along the line.



**Project Challenges - All Aboard Hudson Valley highlights three major challenges to be met when constructing this new service.**

### Challenges Highlighted

- **CSX** - With CSX Transportation owning the freight line needed for this project, establishing a relationship with the railroad would be necessary. The River Subdivision is one of the most important and heavily used freight lines in the country, as it is the direct freight line to the New York City market. Although the proposed passenger service would not require the entire use of CSX's territory, freight railroads are traditionally unfavorable to adding passenger trains to their line. Strong political and public support would be needed to establish this relationship
- **Crossing the Hudson** - A Hudson River crossing must be established to access NYC's train stations. The Hudson Line West proposal includes a rail connection in Nyack, branching off to the south and following I-87 to the Governor Mario Cuomo Bridge. The bridge was originally designed to have a rail line and room was left in the final construction for one to be added. Once across the bridge, the line can link up with either Metro North's Hudson or Harlem line, or a new right of way established using the Putnam trail through Westchester, which the alignment will allow the new ROW to connect with Metro North in the Bronx. An Alternative alignment to Penn Station could be attainable via a new connector built in South Jersey. Hudson Line West can also alternatively serve Penn Station/Moynihan Train hall via a new connector in Jersey city that would link up with the proposed Bergen Loop to the upper level at Secaucus. In order for this to be feasible, the Gateway tunnels will need to be completed and Penn Station platforms must be expanded, as Penn Station/Moynihan train hall does not currently have the capacity to handle extra trains.
- **NYC Station Access** - A new passenger line to Manhattan means capacity would be needed to handle the additional trains. For this reason, the line is proposed to serve Grand Central, which currently has the capacity to handle the extra trains. Hudson Line West serving Grand Central will also give Hudson Valley Residents in Orange, Ulster and Rockland an option to use Grand Central as their destination, where the Port Jervis Line provides the option to use Penn Station as the destination. This provides much needed robust transit options for the area, making the region more attractive and livable.

**Investing in Hudson Valley Rail infrastructure will bring positive growth to our region, boost our local & state economy and build our communities for generations to come. All Aboard Hudson Valley's Hudson Line West project would be the most impactful single project the Hudson Valley region could see. Let's take a bold step and plan for a better Hudson Valley and New York future!**



### For Further Inquiries

All Aboard Hudson Valley | Daniel DeFalco - Cornwall NY | Daniel.W.DeFalco@gmail.com

All Aboard Hudson Valley on Instagram



## **West Shore Line: History and Past Studies**

### **West Shore History**

Completed: 1884

- Purpose: A direct competitor to the New York Central Railroad's Hudson River Line (east shore).
- Route: Ran from Weehawken, NJ (opposite Midtown Manhattan) up along the west side of the Hudson River through Rockland, Orange, and Ulster Counties, continuing north to Albany and then Buffalo.

### **Passenger Service Era (1884–1959)**

- Initial Service: Offered both local commuter and long-distance passenger trains.
- Stations included: Weehawken, West Haverstraw, Highland Falls, Cornwall, Newburgh, Highland, Kingston, and beyond.
- Terminals:
  - Weehawken Terminal: Passengers connected to NYC via ferry across the Hudson.
  - Albany and Buffalo: Connected to long-distance trains across New York State.
- The line became part of the New York Central Railroad shortly after its construction due to bankruptcy and takeover (1885). The NYC operated both freight and passenger service for decades.

### **Decline and End of Service**

- Mid-20th century: Automobiles and improved highways (like the New York State Thruway) began to draw riders away.
- Passenger service ended: 1958–1959, with commuter and intercity service phased out entirely by the New York Central.

- Weehawken Terminal closed: Passenger operations ceased; the terminal was later demolished.

## **Past Studies**

### **1990s: MTA West-of-Hudson Study**

- The MTA conducted planning studies focused on Metro-North Railroad service west of the Hudson, which resulted in expanded Port Jervis Line service and the creation of Secaucus Junction.
- The West Shore Line was considered but ultimately not pursued, in part due to:
  - CSX ownership and heavy freight traffic
  - Lack of infrastructure such as passenger stations, passing sidings, and signaling for commuter trains

### **1997: NJ Transit West Shore Regional Rail Corridor Study**

Objective: To explore the feasibility of introducing commuter rail service along the West Shore Line, running from North Bergen, NJ through Bergen and Rockland Counties, and potentially up to Orange and Ulster Counties in New York.

### **Route Details Proposed**

- Origin: North Bergen, NJ (with potential connection to Secaucus and NYC via ferry or tunnel)
- Key stops in New Jersey: Ridgefield, Palisades Park, and other towns along Route 303 corridor
- Key stops proposed in New York:
  - Nyack
  - West Nyack
  - Nanuet
  - Blauvelt
  - Orangeburg
- Terminus (possible extensions): Some studies explored reaching Haverstraw or even Newburgh, although the 1997 plan was more localized to Rockland County.

### **Purpose and Justification**

- Severe congestion on parallel roadways (Route 303, Palisades Interstate Parkway, I-87)

- Lack of viable mass transit options on the west side of the Hudson
- Population growth in Bergen and Rockland Counties
- Equity concerns compared to better service east of the Hudson (Metro-North Hudson Line)

#### Findings and Outcomes

- The study found that a West Shore commuter line had strong ridership potential, especially if connected to:
  - Ferry service to Manhattan
  - Or a future cross-Hudson rail tunnel
- It would reduce vehicle miles traveled, improve commute times, and support transit-oriented development

#### **2003: NYMTC's "West Shore Corridor Study"**

- New York Metropolitan Transportation Council (NYMTC) studied future transit needs in the West Shore Corridor, including the West Shore Line.
- Key findings:
  - The corridor had strong potential for future commuter rail service
  - Proposed transit-oriented development in places like Nyack, Newburgh, and Highland
  - Noted significant barriers, including the need for dual tracking and CSX's freight operations
- No action was taken, but the study remains a key reference in regional transit planning discussions

Agenda Item

#3

**HUDSON VALLEY GOLF FOUNDATION**  
**18 Ridge Road**  
**Cornwall, NY 12518**

January 5, 2026

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

Dear Mr. Wojehowski,

I am writing to respectfully request a hardship consideration that would allow us to continue construction activities related to the Storm King Clubhouse, including the parking area, driveway modifications, and new water service, during the current land use building moratorium in the Town of Cornwall.

Construction on this project commenced prior to the adoption of the moratorium, and substantial planning, financial commitments, and obligations were undertaken in good faith based on the approvals and timelines in place at that time. Since construction began, we have invested significant resources and have reached a point where suspending work would result in material financial hardship and impair our ability to operate the property as a full-service golf facility.

A prolonged pause in construction would also introduce additional risks, including exposure of partially completed infrastructure, weather-related impacts, and increased long-term costs. These conditions could ultimately result in outcomes that are less favorable for both the project and the Town when construction resumes.

Our request is to work collaboratively with the Town to:

- Complete a new water service connection in partnership with the Village
- Modify the entrance on Ridge Road to improve safety and enhance visual impact
- Improve and reconfigure the parking area to increase safety
- Continue with previously approved clubhouse renovations, including the new entrance
- Add a new open deck area on the northeast side of the clubhouse

As demonstrated throughout the project to date, our intent is to continue work in an orderly, responsible, and fully compliant manner. We are seeking approval to proceed with the work already authorized, as well as the entrance modification and deck addition, to allow the project to move forward cohesively and safely.

We fully respect the purpose of the moratorium and the Town's broader planning objectives. Our goal is to minimize disruption while honoring existing commitments and avoiding unnecessary hardship. We believe that allowing continued construction under defined and reasonable conditions would best achieve this balance.

We are nearing completion of the maintenance building over the coming weeks. As previously discussed, our plan is to begin the clubhouse-related work by March 1, 2026, with completion anticipated by fall 2026.

We would welcome the opportunity to meet, provide additional documentation, or agree to any reasonable limitations or reporting requirements the Town may deem appropriate.

Thank you for your time, consideration, and continued leadership on behalf of the community. We appreciate the opportunity to submit this request and look forward to your guidance.

Respectfully,

*David Gang*

David A. Gang  
President  
Hudson Valley Golf Foundation

# Agenda Item

#4

**RESOLUTION EXTENDING MORATORIUM**

WHEREAS, the Town of Cornwall had adopted Local Law No. 7 of 2025 entitled: "A Local Law establishing a six (6) month Moratorium on the submission and processing of applications for Land Use Approvals within the Town of Cornwall" on August 12, 2025, and

WHEREAS, the Local Law enacting the moratorium provided that the said Moratorium may be extended by two (2) 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; and

WHEREAS, the Town Board wishes to extend the present Moratorium ninety (90) days from the present expiration date of February 12, 2026 to allow the Town sufficient time to complete the process of updating the Town's Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED as follows:

That the Town Board does hereby extend the Moratorium ninety (90) days from February 12, 2026 to May 13, 2026.

\_\_\_\_\_ 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 \_\_\_\_\_

Rokhsa Michael-Razi , Councilwoman, voting \_\_\_\_\_

Joshua Wojehowski, Supervisor, voting \_\_\_\_\_

# Agenda Item

#5

RESOLUTION ADOPTING  
THE PRO-HOUSING COMMUNITIES PLEDGE

WHEREAS, the Town of Cornwall believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State's economic growth and community well-being; and

WHEREAS, the Town believes that the housing crisis has negative effects at regional and local levels, and that every community must do its part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities; and

WHEREAS, the Town believe that supporting housing production of all kinds in its community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities; and

WHEREAS, the Town believes that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and

WHEREAS, the Town believes that affirmatively furthering fair housing and reducing segregation is not only required by law, but is essential for keeping its community strong and vibrant;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town of Cornwall, in order to take positive steps to alleviate the housing crisis, adopts the Pro-Housing Communities pledge, under which it will endeavor to take the following important steps:

1. Streamlining permitting for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing;
2. Adopting policies that affirmatively further fair housing;
3. Incorporating regional housing needs into planning decisions;
4. Increasing development capacity for residential uses;
5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.

\_\_\_\_\_ presented the foregoing resolution which was  
seconded by \_\_\_\_\_,

The vote on the foregoing resolution was as follows:

Mary Heed, Councilwoman, voting \_\_\_\_\_

Timothy McCarty, Councilman, voting \_\_\_\_\_

Rokhsha Michael-Razi, Councilwoman, voting \_\_\_\_\_

Joshua Wojehowski, Supervisor, voting \_\_\_\_\_

# Agenda Item

#6

RESOLUTION GRANTING A \$5,000 STIPEND FOR ADMINISTRATION &  
COLLECTION OF THE TOWN'S HOTEL ROOM OCCUPANCY TAX

WHEREAS, the Town of Cornwall recently enacted Town Code Chapter 132 imposing a  
Hotel Room Occupancy Tax; and

WHEREAS, the Town Clerk of the Town of Cornwall has been designated as the Town  
employee responsible for administration and collection of the Hotel Room Occupancy Tax; and

WHEREAS, the Town Board wishes to award an annual stipend in the amount of Five  
Thousand and 00/100 Dollars to the Town Clerk in consideration of the imposition of obligations  
and duties undertaken in administration and collection of the Hotel Room Occupancy Tax above  
and beyond the customary duties of the office of Town Clerk.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Clerk is hereby awarded an annual stipend in the amount of Five  
Thousand and 00/100 Dollars in consideration of her administration and collection of the Hotel  
Room Occupancy Tax; and

2. That the Town Supervisor is authorized to execute any and all documents  
necessary for the award of the said stipend.

\_\_\_\_\_ 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 \_\_\_\_\_

Rokhsa Michael-Razi, Councilwoman, voting \_\_\_\_\_

Joshua Wojehowski, Supervisor, voting \_\_\_\_\_

# Agenda Item

**#7**

RESOLUTION GRANTING A \$4,800 STIPEND FOR ADMINISTRATION OF THE TOWN'S MS4 STORMWATER MANAGEMENT PROGRAM

WHEREAS, New York State law requires municipalities to maintain an MS4 Stormwater Management Plan (SWMP) to control stormwater runoff within their boundaries; and

WHEREAS, the Town Supervisor of the Town of Cornwall has been tasked with administration of the Town's MS4 Stormwater Management Program; and

WHEREAS, the Town Board wishes to award an annual stipend in the amount of Four Thousand Eight Hundred and 00/100 Dollars to the Town Supervisor in consideration of the performance of the additional obligations and duties undertaken in administration of the Town's MS4 Stormwater Management Program.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Town Supervisor is hereby awarded an annual stipend in the amount of Four Thousand Eight Hundred and 00/100 Dollars in consideration of her administration Town's MS4 Stormwater Management Program.; and

2. That the Town Supervisor is authorized to execute any and all documents necessary for the award of the said stipend.

\_\_\_\_\_ 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 \_\_\_\_\_

Rokhsa Michael-Razi , Councilwoman, voting \_\_\_\_\_

Joshua Wojehowski, Supervisor, voting \_\_\_\_\_

# Justification for Establishing an MS-4 Stormwater Management Officer Stipend

## Town of Cornwall, New York

The Town of Cornwall is designated as a regulated **Municipal Separate Storm Sewer System (MS-4)** under the New York State Department of Environmental Conservation (NYSDEC) SPDES General Permit for Stormwater Discharges. Compliance with this permit is **not optional**; it is a **federal and state mandate** under the Clean Water Act. Failure to comply exposes the Town to significant financial penalties, enforcement actions, and reputational risk.

## Growing Responsibilities and Workload

Over the past decade, MS-4 requirements have expanded significantly. The Stormwater Management Officer (SMO) is now responsible for a broad range of technical, administrative, and regulatory duties, including:

- Preparation, certification, and filing of the **Annual MS-4 Compliance Report**
- Development and oversight of a comprehensive **Stormwater Management Program**
- Coordination with NYSDEC, town departments, engineers, and consultants
- Oversight of **construction runoff compliance**, inspections, and enforcement
- Public education and community engagement obligations
- Recordkeeping, documentation, mapping, and program reporting
- Ensuring the Town meets evolving state and federal stormwater standards

Cornwall is also a **growing, development-active community**, meaning there are more construction sites, more subdivision activity, and greater stormwater oversight responsibility than in smaller or stagnant towns. Increased development correlates directly to increased MS-4 workload.

## Why a Stipend is Warranted

These MS-4 responsibilities are **not part of the statutory duties of the Town Supervisor** under New York Town Law and represent a substantial additional workload.

Providing a stipend:

- Recognizes the mandated responsibilities placed on local government
- Ensures accountability, continuity, and professionalism in compliance
- Protects taxpayers by reducing the risk of fines, violations, or remediation costs
- Reflects the real workload associated with meeting state and federal mandates

## **Public Benefit**

The MS-4 program helps protect:

- Local waterways, streams, and wetlands
- Drinking water sources
- Public infrastructure
- Environmental quality and community health
- Property values and long-term sustainability

A stipend ensures this critical work is properly supported and prioritized.

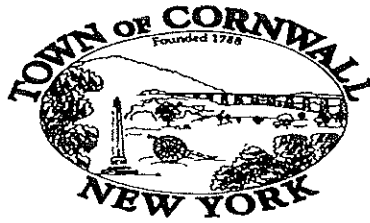
## **Conclusion**

Establishing an MS-4 Stormwater Management Officer stipend is fiscally responsible, legally justified, and operationally necessary. It recognizes the significant mandated responsibilities imposed on the Town, supports effective compliance management, and safeguards Cornwall's environment, infrastructure, and taxpayers.

# Agenda Item

## #8

Town of Cornwall, NY  
183 Main Street  
Cornwall NY 12518  
TEL. (845) 534-3760



Office of the Supervisor  
Joshua Wojehowski  
Town Supervisor  
FAX (845) 534-4342

ORANGE COUNTY, NEW YORK

To: TOWN BOARD

RE: Budget Adjustments

Date: 1/13/26

Below are the following budget adjustments needed for the new stipends and current stipend increases:

Transfer 5,200.00 from line item A1220.1 (super salary) to line item A1340.1 (budget officer salary)

Transfer 4,800.00 from line item A1220.1 (super salary) to line item (new) A1230.1 (MS4 executive stipend)

Transfer 5,000.00 from line item A1410.1 (clerk salary) to line item A4020.1 (vitals)

Transfer 5,000.00 from line item A1410.1 (clerk salary) to line item (new) A1331.1 (Hotel and occupancy tax collection)

Pam Wood  
  
Bookkeeper

# **Justification for Increasing the Budget Officer Stipend**

## **Town of Cornwall, New York**

The Town of Cornwall's Budget Officer stipend has remained at **\$4,800 for nearly twenty years**, despite a dramatic increase in the size, complexity, financial risk, and administrative responsibilities of municipal budgeting and financial management. During that period, the demands of local government finance have evolved significantly, and the workload required to responsibly and professionally manage Cornwall's budget has expanded far beyond what the stipend level was originally designed to support.

## **Increased Financial Scope and Complexity**

Cornwall now manages a municipal budget that includes:

- **Multiple operating funds**
- **Millions of dollars in capital planning and infrastructure investment**
- **Complex multi-year financial forecasting**
- **Increasing pension, health care, and personnel cost pressures**
- **State and federal regulatory compliance**

The Town also administers **millions of dollars in grant funding**, requiring sophisticated oversight, tracking, reporting, and coordination across departments and funding agencies. Grant management today is effectively a second layer of financial administration beyond the general operating budget.

## **Expanded Responsibilities and Year-Round Work**

The role of Budget Officer is no longer seasonal or limited to annual budget adoption. It is now a **full-year financial management responsibility** requiring:

- **Continuous monitoring of revenues and expenditures**
- **Ongoing budget adjustments and financial analysis**
- **Coordination with auditors and financial consultants**
- **Communication of financial information to the Town Board and public**
- **Support for long-term fiscal planning and capital investment decisions**

Additionally, the Town Board has established a **Strategic Budget Advisory Committee**, which introduces new public engagement responsibilities, financial analysis expectations, and long-range planning coordination that fall within the scope of budget administration.

## **Professional Standards and Best Practices**

Comparable towns across New York State recognize that modern municipal budgeting requires professional-level work, sophisticated financial expertise, and year-round commitment.

Increasing the stipend to **\$10,000**:

- Reflects the true level of responsibility carried by the Budget Officer
- Aligns Cornwall with best practices in peer municipalities
- Ensures strong, accountable fiscal management
- Supports transparency, long-term planning, and taxpayer protection

## **Fiscal Responsibility and Public Benefit**

This adjustment is a **responsible investment in good government**. Strong financial management protects taxpayers by:

- Preventing financial mismanagement or costly errors
- Strengthening long-term stability and creditworthiness
- Ensuring efficient use of public dollars
- Supporting infrastructure investment and community priorities

## **Conclusion**

Given the significantly expanded financial responsibilities, the complexity of managing millions in public funds, the addition of grant administration and capital planning, the creation of the Strategic Budget Advisory Committee, and the fact that the stipend has not been adjusted in nearly two decades, increasing the Budget Officer stipend from **\$4,800 to \$10,000** is reasonable, justified, and in the best interest of the Town of Cornwall and its taxpayers.

# Agenda Item

## #9

# MHE

ENGINEERING

**RESPONSE TO  
REQUEST FOR PROPOSALS  
Riverlight Park Improvement Project**

**TOWN OF CORNWALL  
PROFESSIONAL ENGINEERING SERVICES**

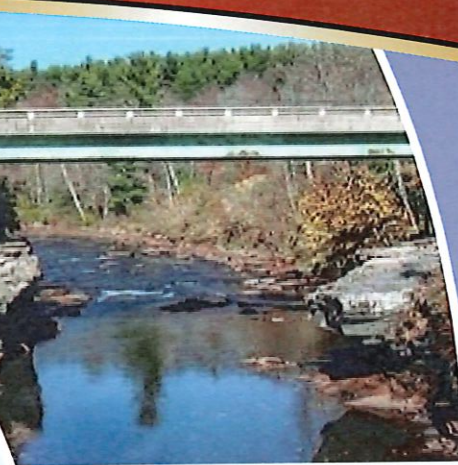


**Town Clerk's Office  
Town of Cornwall  
183 Main Street  
Cornwall, NY 12518**

**19 December 2025**

New York Office

33 Airport Center Drive Suite 202  
New Windsor, New York  
12553 845-567-3100



Pennsylvania Office

111 Wheatfield Drive Suite 1  
Milford, Pennsylvania 18337  
570-296-2765

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19 December 2025

Town of Cornwall  
183 Main Street  
Cornwall, NY 12518

ATTENTION: JOSHUA WOJEHOWSKI, TOWN SUPERVISOR AND TOWN BOARD MEMBERS  
SUBJECT: RESPONSE TO REQUEST FOR PROPOSALS FOR ENGINEERING DESIGN SERVICES  
RIVERLIGHT PARK IMPROVEMENTS PROJECT

Dear Mr. Wojehowski and Town Board Members:

Thank you for considering MHE Engineering to provide Design, Construction Management and Grant Administration for the Town of Cornwall's NY Forward Riverlight Park Improvement Project. Attached under the cover of this letter is our response to your request for a proposal for professional engineering services. I, Michael J. Lamoreaux, P.E., will be the point-of-contact for this project, alongside Quinn Mullarkey, P.E. as Project Manager.

We trust that upon your review of our submitted qualifications, that MHE will be considered to provide you with our unique multi-service capabilities with our licensed and experienced staff. We look forward to having the opportunity to discuss the services we can provide in greater detail.

As Principal of MHE Engineering, D.P.C., I duly provide my signature herein and confirm I am authorized to legally bind our firm to the contract.

Respectfully submitted,

**MHE Engineering, D.P.C.**

A handwritten signature in black ink, appearing to read 'Michael J. Lamoreaux', is written over a faint, light grey circular graphic element.

Michael J. Lamoreaux, P.E.  
Principal

**NEW YORK OFFICE**

33 Airport Center Drive, Suite 202, New Windsor, NY 12553  
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

**PENNSYLVANIA OFFICE**

111 Wheatfield Drive, Suite 1, Milford, PA 18337  
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

# FEE STRUCTURE

## MUNICIPAL FEE SCHEDULE

### A. HOURLY RATES:

<b>Firm Representative</b>	<b>Hourly</b>
Principal	\$ 213.00
Associate	\$ 200.00
Senior Engineer	\$ 193.00
Senior Architect	\$ 193.00
Senior Project Manager	\$ 186.00
Senior Planner	\$ 185.00
Project Engineer	\$ 155.00
Project Manager	\$ 150.00
Staff Professional	\$ 129.00
Technician III	\$ 135.00
Technician II	\$ 128.00
Technician I	\$ 118.00
Engineering Intern	\$ 70.00
Intern Support	\$ 50.00
Administrative Services	\$ 110.00
Clerical/Secretarial	\$ 75.00

### B. GENERAL CONDITIONS:

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. In addition to the above fees, all out-of-pocket and traveling expenses, reproduction charges, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at the approved Federal rate.
3. Without a prior appointment, services of personnel cannot be assured for any certain day.
4. Reproduction charges are based on \$0.25 per photocopy (8.5" x 11") and in-house \$3.60 per D size plan (24' x 36") and \$5.25 per E size plan (30" x 42"), unless otherwise stipulated by agreement.
5. Field Representative rate is based on an 8-hour daytime work period, weekdays. Other time periods will be billable at an overtime rate (1-1/2 rate).

**HOURLY ESTIMATED ENGINEERING COST: \$390,000**

# *FIRM QUALIFICATIONS AND EXPERIENCE*

MHE Engineering, D.P.C. (MHE) is pleased to submit the following qualifications for Professional Engineering Services for the NY Forward Riverlight Park Improvements Project.

MHE was founded in 1978 and was built on a foundation of providing Municipal Engineering Services. Municipal Engineering continues to be the cornerstone of MHE today serving numerous Towns, Villages and Government Agencies in Orange, Sullivan, and Ulster County, NY as well as, Pike County Pennsylvania and surrounding areas.

Our office locations reinforce our founding principles of being engaged with the communities we represent, hiring and maintaining quality professional staff that not only were born and raised in the region, but who have decided to stay and raise families and be a part of these communities.

MHE Engineering, D.P.C. is a multi-service professional engineering design firm, with a longstanding reputation for excellence in public sector and governmental work. With a staff of over 40 employees, we have the in-house capability and manpower to best provide the requested services.

Along with the civil and structural engineering services we can provide, MHE has an in house architectural department as well as grant administration capabilities. Our office has assisted municipal clients with various grants and is knowledgeable with regulatory requirements necessary to facilitate the grant.

MHE is experienced in public bidding, agency regulations, and multi-prime capital projects. Our firm is well-versed in ADA Compliance measures to be undertaken on projects such as yours.

**DEDICATED  
PROFESSIONALS  
COMMITTED TO  
PROVIDING QUALITY  
ENGINEERING**

**CIVIL**

**STRUCTURAL**

**ENVIRONMENTAL**

**MUNICIPAL**

**ARCHITECTURAL  
SERVICES**

**SITE DEVELOPMENT**

**CONSTRUCTION  
SERVICES**

**BUILDING SERVICES**

**GRANT  
ADMINISTRATION**

**PLANNING**

## EDUCATION:

ME, Civil  
Engineering  
/Structural Design  
Focus, University of  
Virginia, 1997  
BS, Ocean  
Engineering,  
Florida Institute of  
Technology, 1992

## YEARS OF EXPERIENCE:

34

## REGISTRATION:

Professional  
Engineer:

New York,  
Pennsylvania, New  
Jersey, Vermont,  
Virginia,  
Connecticut  
Certified Structural  
Engineer, S.E.C.B.

## PROJECT ASSIGNMENT:

Principal-in-  
Charge/Client  
Manager

# *MICHAEL J. LAMOREAUX, P.E* *PRINCIPAL*

**Michael J. Lamoreaux, P.E.** joined MHE Engineering, D.P.C. in the Spring of 2001, bringing with him ten (10) years of experience as an engineer. Mr. Lamoreaux is the Firms President and maintains day to day involvement with all departments within the Firm. Mr. Lamoreaux has performed as the Firms Project Leader on most bridge and building projects for the past 25 years. Day-to-day areas of responsibility include overall project coordination, review of structural engineering design and analysis, oversight of engineers and engineering technicians, structural and building general consultation, review of detailed plans and specifications, Building Code compliance consultations, coordination with sub-consultants, expert testimony and Building Department Municipal Consultation.

For nearly 20 years Mr. Lamoreaux has provided Expert Testimony to assist Architects, Engineers, Clients, and Contractors in design, construction, and contract disputes. These cases have ranged in size from small arbitration to large cases in excess of \$100 million. This experience in researching “what went wrong” has provided Mr. Lamoreaux with extensive insight into heading off challenges before they become significant problems and providing conflict resolution to aid in maintaining work schedules and project costs.

# ***QUINN M. MULLARKEY, P.E.*** ***SENIOR ENGINEER***

## **EDUCATION:**

BS, Civil  
Engineering, SUNY  
Buffalo, 2020

## **YEARS OF EXPERIENCE:**

6

## **REGISTRATION:**

Professional  
Engineer:

New York, 2024

## **PROJECT ASSIGNMENT:**

Senior Engineer/  
Project Manager

**Quinn M. Mullarkey, P.E.** joined MHE Engineering, D.P.C. in 2020 after an internship with MHE during her Senior year at SUNY Buffalo. Quinn's experience with MHE has consisted of design, permitting, project management, construction administration, and grant administration of projects for water distribution & treatment, wastewater collection & treatment, and drainage and site improvements.

Responsible for project design and management, from preliminary design to project completion, for numerous municipal water, wastewater, drainage and other public improvement projects. Tasks include preparation of preliminary plans, contract plans and specifications; shop drawing review and approval; evaluation of alternate proposals; representation of firm at project meetings with owner, contractor and/or governmental agencies; process evaluation and equipment performance testing; and existing system evaluation.

Projects included design and construction review/administration of numerous local water main installation projects up to \$450,000, numerous sewage treatment collection systems up to \$6 million, designs for modifications to change in treatments of deep well potable water treatment facilities, potable water iron and manganese sequestration and filtration design, water distribution and storage, drainage and roadway design and review and on-site disposal systems review.

**MHE'S PROFESSIONAL  
STAFF HAVE  
DEMONSTRATED  
EXPERTISE IN THE  
FOLLOWING AREAS:**

**ENGINEERING AND  
PLANNING REVIEW**

**REGULATORY  
COMPLIANCE AND  
PERMITTING**

**STORMWATER  
MANAGEMENT AND  
DRAINAGE**

**WATER AND WASTEWATER  
OPERATOR SUPPORT**

**WATER AND WASTEWATER  
SYSTEMS DESIGN**

**BUILDING DEPARTMENT  
SUPPORT**

**BRIDGE INSPECTIONS  
/REHABILITATION AND  
DESIGN**

**BIDDING AND CONTRACTS**

**CONSTRUCTION  
ADMINISTRATION AND  
OBSERVATION**

**GRANT ADMINISTRATION**

***MUNICIPAL EXPERIENCE  
AND REFERENCES***

Supervisor Stephen A. Bedetti  
Town of New Windsor  
555 Union Avenue  
New Windsor, NY 12553  
(845) 563-4610

Matthew Osterberg  
Pike County  
506 Broad Street  
Milford, PA 18337

Mayor Dominic Cicalese  
City of Port Jervis  
20 Hammond Street  
Port Jervis, NY 1271  
(845) 858-4000

Supervisor George Serrano  
Town of Wallkill  
99 Tower Drive  
Middletown, NY 10941  
(845) 692-7832

Supervisor Scott Corcoran  
Town of Marlborough  
21 Milton Turnpike  
Marlborough, NY 12

Supervisor Gil Piaquadio  
Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

Supervisor Robert C. Jeroloman  
Town of Blooming Grove  
6 Horton Road  
Blooming Grove, NY 10914  
(845) 496-5223 x1

Supervisor Robert Rohner  
Lehman Township  
193 Municipal Drive  
Bushkill, PA 18324

Supervisor Anthony Cardone  
Town of Monroe  
1465 Orange Turnpike  
Monroe, NY 10950  
(845) 783-1900 ext 105

Supervisor Jesse Dwyer  
Town of Warwick  
132 Kings Hwy  
Warwick, NY 10990  
( 845) 986-1120

Supervisor William J. Rieber Jr.  
Town of Thompson  
4052 State Route 42  
Monticello, NY 12701  
(845) 794-2500 Ext 306

# PROJECT LIST

## TOWN OF CORNWALL ELM STREET SIDEWALK INSTALLATION

Contact: Joshua Wojehowski, Town Supervisor  
Location: Elm Street, Town of Cornwall  
Key Personnel: Quinn Mullarkey  
Agencies: CDBG  
Construction Cost: \$287,000  
Year Complete: 2024

Scope: MHE provided design, bidding, permitting and construction phase services for the installation of approximately 780 LF of ADA compliant concrete sidewalks and 5 thermoplastic crosswalks for the Town of Cornwall.

## TOWN OF CORNWALL SIDEWALK REPLACEMENT PROJECT (ELM AND CHESTNUT ST)

Contact: Joshua Wojehowski, Town Supervisor  
Location: Along Elm and Chestnut Street in the Town of Cornwall  
Key Personnel: Quinn Mullarkey  
Agencies: CDBG  
Construction Cost: \$406,000  
Year Complete: 2024

Scope: MHE provided design, bidding, permitting and construction phase services for the replacement of approximately 2,170 LF of ADA compliant concrete sidewalks including ramps, sidewalks, monolithic curb, and driveway ramps.

## BUSHKILL OUTREACH AND SENIOR CENTER - LEHMAN TOWNSHIP

Contact: Supervisor Robert Rohner  
Location: Lehman Township  
Key Personnel: Michael Lamoreaux  
Construction Cost: \$5,349,154  
Year Complete: 2024

Scope: MHE provided design and construction phase services for the construction of the 11,000 square foot community and senior center building.

## TOWN OF CRAWFORD WALKING PATH

Contact: Michael Menendez, Town Supervisor  
Location: Town of Crawford  
Key Personnel: Michael Lamoreaux  
Construction Cost: \$380,278  
Year Complete: 2023

Scope: MHE provided design and construction phase services for the installation of 1200 LF of 10 foot wide ADA compliant walking path and associated site improvements for parking.

## TOWN OF NEWBURGH RECREATIONAL FACILITY

Contact: Gilbert Piaquadio, Town Supervisor  
Location: Chadwick Lake Park, Town of Newburgh  
Key Personnel: Michael Lamoreaux  
Agencies: DASNY  
Construction Cost: \$12,414,863  
Year Complete: 2025

Scope: MHE provided design, bidding, permitting and construction phase services for the construction of a new +/- 37,000 square foot multi-purpose recreational facility and associated parking.

## TOWN OF CORNWALL HASBROUCK AREA DRAINAGE

Contact: Joshua Wojehowski, Town Supervisor  
Location: Hasbrouck Road, Town of Cornwall  
Key Personnel: Michael Lamoreaux  
Agencies: EPA, DHSES/FEMA  
Construction Cost: \$5,945,192  
Year Complete: Ongoing- 2026

Scope: MHE provided construction management and grant admin for drainage improvements along a residential corridor to mitigate frequent flooding damages. Project received grant funding via DHSES for design and EPA for construction.

# Agenda Item

## #10

RESOLUTION AMENDING THE TOWN'S SCHEDULE OF FEES FOR TOWING  
IMPOUND AND STORAGE CHARGES

WHEREAS, the Town of Cornwall establishes the amounts that may be charged by  
towers on the Town's Towing List for impound and storage charges; and

WHEREAS, the under the Town's Schedule of Fees the following amounts are  
authorized: Impound - \$125, Snow or Holiday Impound - \$150, Outside Storage - \$40 per day,  
Inside Storage - \$60 per day; and

WHEREAS, the aforesaid amounts for impound and storage charges were set by the  
Town Board in 2011; and

WHEREAS, participants in the Town's Towing List have requested that the said charges  
be increased by approximately 20%.

NOW, THEREFORE, it is hereby resolved that the Town's Schedule of Fees in regard to  
vehicle impound and storage charges is hereby amended as follows:

Impound - \$150

Snow or Holiday Impound - \$180

Outside Storage - \$50 per day,

Inside Storage - \$75 per day.

\_\_\_\_\_ 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 \_\_\_\_\_

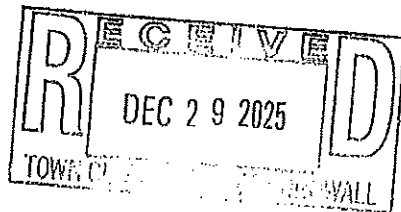
Rokhsha Michael-Razi , Councilwoman, voting \_\_\_\_\_

Joshua Wojehowski, Supervisor, voting \_\_\_\_\_



161 Windsor Highway  
New Windsor, NY 12553  
24hr. Hotline (845) 567-1212  
Fax # (845) 568-0004  
E-MAIL: econotowing@aol.com

NYS Facility # 7059589 Tax ID # 14-1727377 US DOT# 568295



Joseph Gebert  
Town of Cornwall Police  
Chief of Police

Dear Chief Gebert I am writing this letter on behalf for all the towing companies presently on the Town of Cornwall towing roster. We would like to request a 20% increase across the board for all of the current rates allowed by the Town of Cornwall. The town has not had an increase to the towing rates in numerous years. And with rising costs to carryout business we are asking for this increase.

Sincerely:

ECONO TOWING

# Agenda Item

#11

RESOLUTION AUTHORIZING HOME RULE REQUEST TO EXTEND THE TOWN'S  
SHORT-TERM RENTAL AND HOTEL OCCUPANCY TAX

WHEREAS, the New York State Legislature enacted special legislation which allowed the Town of Cornwall to impose local taxes on short-term rental and hotel occupancies subject to a three-year term; and

WHEREAS, the three-year term of the said legislation will expire on August 23, 2026;  
and

WHEREAS, the Town Board wishes to extend the term of the short-term rental and hotel occupancy tax; and

WHEREAS, to secure such an extension, it is necessary for the Town of Cornwall to complete and submit a Home Rule Request.

NOW, THEREFORE, it is hereby resolved that the Town Board does hereby authorize the Town Supervisor to contact the Town's elected representatives in the New York State Senate and Assembly to secure Home Rule Legislation extending the term of the Town's Short-Term Rental and Hotel Occupancy Tax.

\_\_\_\_\_ 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 \_\_\_\_\_

Joshua Wojehowski, Supervisor, voting \_\_\_\_\_

# STATE OF NEW YORK

4073

2023-2024 Regular Sessions

## IN SENATE

February 2, 2023

Introduced by Sen. SKOUFIS -- read twice and ordered printed, and when printed to be committed to the Committee on Investigations and Government Operations

AN ACT to amend the tax law, in relation to authorizing the town of Cornwall to impose a hotel and motel tax; and providing for the repeal of such provisions upon expiration thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The tax law is amended by adding a new section 1202-gg-1 to  
2 read as follows:

3 § 1202-gg-1. Hotel or motel taxes in the town of Cornwall. (1)  
4 Notwithstanding any other provisions of law to the contrary, the town of  
5 Cornwall, in the county of Orange, is hereby authorized and empowered to  
6 adopt and amend local laws imposing in such town a tax, in addition to  
7 any other tax authorized and imposed pursuant to this article such as  
8 the legislature has or would have the power and authority to impose upon  
9 persons occupying hotel or motel rooms in such town. For the purposes of  
10 this section, the term "hotel" or "motel" shall mean and include any  
11 facility consisting of rentable units and providing lodging on an over-  
12 night basis and shall include those facilities designated and commonly  
13 known as "bed and breakfast" and "tourist" facilities. The rates of such  
14 tax shall not exceed five percent of the per diem rental rate for each  
15 room, provided however, that such tax shall not be applicable to a  
16 permanent resident of a hotel or motel. For the purposes of this section  
17 the term "permanent resident" shall mean a person occupying any room or  
18 rooms in a hotel or motel for at least ninety consecutive days.

19 (2) Such tax may be collected and administered by the chief fiscal  
20 officer of the town of Cornwall by such means and in such manner as  
21 other taxes which are now collected and administered by such officer or  
22 as otherwise may be provided by such local law.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

LBD02735-01-3

1 (3) Such local laws may provide that any tax imposed shall be paid by  
2 the person liable therefor to the owner of the hotel or motel room occu-  
3 pied or to the person entitled to be paid the rent or charge for the  
4 hotel or motel room occupied for and on account of the town of Cornwall  
5 imposing the tax and that such owner or person entitled to be paid the  
6 rent or charge shall be liable for the collection and payment of the  
7 tax; and that such owner or person entitled to be paid the rent or  
8 charge shall have the same right in respect to collecting the tax from  
9 the person occupying the hotel or motel room, or in respect to nonpay-  
10 ment of the tax by the person occupying the hotel or motel room, as if  
11 the tax were a part of the rent or charge and payable at the same time  
12 as the rent or charge; provided, however, that the chief fiscal officer  
13 of the town, specified in such local law, shall be joined as a party in  
14 any action or proceeding brought to collect the tax by the owner or by  
15 the person entitled to be paid the rent or charge.

16 (4) Such local laws may provide for the filing of returns and the  
17 payment of the tax on a monthly basis or on the basis of any longer or  
18 shorter period of time.

19 (5) This section shall not authorize the imposition of such tax upon  
20 any transaction, by or with any of the following in accordance with  
21 section twelve hundred thirty of this article:

22 a. The state of New York, or any public corporation (including a  
23 public corporation created pursuant to agreement or compact with another  
24 state or the Dominion of Canada), improvement district or other poli-  
25 tical subdivision of the state;

26 b. The United States of America, insofar as it is immune from taxa-  
27 tion;

28 c. Any corporation or association, or trust, or community chest, fund  
29 or foundation organized and operated exclusively for religious, charita-  
30 ble or educational purposes, or for the prevention of cruelty to chil-  
31 dren or animals, and no part of the net earnings of which inures to the  
32 benefit of any private shareholder or individual and no substantial part  
33 of the activities of which is carrying on propaganda, or otherwise  
34 attempting to influence legislation; provided, however, that nothing in  
35 this paragraph shall include an organization operated for the primary  
36 purpose of carrying on a trade or business for profit, whether or not  
37 all of its profits are payable to one or more organizations described in  
38 this paragraph.

39 (6) Any final determination of the amount of any tax payable hereunder  
40 shall be reviewable for error, illegality or unconstitutionality or any  
41 other reason whatsoever by a proceeding under article seventy-eight of  
42 the civil practice law and rules if application therefor is made to the  
43 supreme court within thirty days after the giving of the notice of such  
44 final determination, provided, however, that any such proceeding under  
45 article seventy-eight of the civil practice law and rules shall not be  
46 instituted unless:

47 a. The amount of any tax sought to be reviewed, with such interest and  
48 penalties thereon as may be provided for by local law shall be first  
49 deposited and there is filed an undertaking, issued by a surety company  
50 authorized to transact business in this state and approved by the super-  
51 intendent of financial services of this state as to solvency and respon-  
52 sibility, in such amount as a justice of the supreme court shall approve  
53 to the effect that if such proceeding be dismissed or the tax confirmed  
54 the petitioner will pay all costs and charges which may accrue in the  
55 prosecution of such proceeding; or

1 b. At the option of the petitioner such undertaking may be in a sum  
2 sufficient to cover the taxes, interests and penalties stated in such  
3 determination plus the costs and charges which may accrue against it in  
4 the prosecution of the proceeding, in which event the petitioner shall  
5 not be required to pay such taxes, interest or penalties as a condition  
6 precedent to the application.

7 (7) Where any tax imposed hereunder shall have been erroneously, ille-  
8 gally or unconstitutionally collected and application for the refund  
9 thereof duly made to the proper fiscal officer or officers, and such  
10 officer or officers shall have made a determination denying such refund,  
11 such determination shall be reviewable by a proceeding under article  
12 seventy-eight of the civil practice law and rules, provided, however,  
13 that such proceeding is instituted within thirty days after the giving  
14 of the notice of such denial, that a final determination of tax due was  
15 not previously made, and that an undertaking is filed with the proper  
16 fiscal officer or officers in such amount and with such sureties as a  
17 justice of the supreme court shall approve to the effect that if such  
18 proceeding be dismissed or the tax confirmed, the petitioner will pay  
19 all costs and charges which may accrue in the prosecution of such  
20 proceeding.

21 (8) Except in the case of a wilfully false or fraudulent return with  
22 intent to evade the tax, no assessment of additional tax shall be made  
23 after the expiration of more than three years from the date of the  
24 filing of a return, provided, however, that where no return has been  
25 filed as provided by law the tax may be assessed at any time.

26 (9) All revenues resulting from the imposition of the tax under the  
27 local laws shall be paid into the treasury of the town of Cornwall and  
28 shall be credited to and deposited in the general fund of the town. Such  
29 revenues may be used for any lawful purpose.

30 (10) If any provision of this section or the application thereof to  
31 any person or circumstance shall be held invalid, the remainder of this  
32 section and the application of such provision to other persons or  
33 circumstances shall not be affected thereby.

34 § 2. This act shall take effect immediately and shall expire and be  
35 deemed repealed 3 years after such date.

# Agenda Item

#12



RT Specialty  
6467 Main Street Suite 100  
Williamsville, NY 14224  
Derek Brann  
716-393-4850

## Insurance Proposal

January 14, 2026

**The Reis Group Insurance Agency, Inc.**

Attn: Melissa Petramale-Salmi

475 Washington Avenue Kingston, NY 12402

**Applicant:** Town of Cornwall  
83 Main Street  
Cornwall, NY 12518

**Submission #:** APP83313264

**Policy Period:** 01/14/2026 12:01 AM To 03/01/2026 12:01 AM

**Coverage:** Liability

**Issuing Company:** Kinsale Insurance Company

---

We are pleased to submit our proposal for the above captioned applicant.

Please read the attached quote carefully as coverage offered may be more limited than coverage requested.

Note :

Minimum earned premium may apply to this policy. See attached carrier quote for specifics. Please note that all fees are fully earned at inception.

TRIA coverage if applicable is offered on the attached carrier's quote.

Please review any minimum and deposit, audit, and/or cancellation provisions on the attached carrier quote for details regarding possible return premiums and additional premium charges.

I look forward to hearing from you, and please call if you have any questions.

Thank you for your business.

Regards,

Derek Brann  
Senior Underwriter - RTS  
RT Specialty  
Derek.Brann@rtspecialty.com  
716-393-4850

Amanda Slawicz  
Associate Underwriter  
RT Specialty  
Amanda.Slawicz@rtspecialty.com  
716-393-4849



RT Specialty  
 6467 Main Street Suite 100  
 Williamsville, NY 14224  
 Derek Brann  
 716-393-4850

## Insurance Proposal

### Cost Summary

General Liability Premium	\$3,500.00
Carrier Policy Fee	\$300.00
New York Broker Fee	\$200.00
NY Surplus Lines Tax	\$136.80
NY Stamp Fee	\$5.70
<hr/>	
<b>Total Policy Cost</b>	<b>\$4,142.50</b>

#### Minimum Earned

Note: There may be a minimum earned on this policy. Please refer to the carrier quote for more details on the minimum earned percentage.

**Agent Commission: 7.50%**

#### Disclosures

RT Specialty is typically compensated through commission from the insurer for the placement of policies in most transactions. The amount of the commission varies by insurance line and by carrier. RT Specialty might also receive additional compensation. In order to place the insurance requested we may charge a reasonable fee for additional services such as performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies, or servicing the policy after issuance. Any fees charged are fully earned at inception of the policy. Third-party inspection or other fees may be separately itemized upon request. Our fees are applied to new policies, renewal policies, and endorsements. Fees applicable to each renewal and endorsement will be set forth in the quotes. It is the insurance carrier's decision whether to offer the insurance quoted, and your client's decision whether to accept the quote. Our fee is not imposed by state law or the Insurer.

Depending upon the Insurer involved with your placement, we might also have an agreement with the Insurer that we are proposing for this placement that might pay us future additional compensation. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date. Because of variables in these agreements, we often do not have an accurate means at the time of placement to determine the amount of any additional compensation that might be attributable to any single placement. You, as the retail broker with the direct relationship with the Insured, must comply with all applicable laws and regulations related to disclosure of and consent and agreement to, compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. If we request a copy of any legally required insured consent or agreement, you will provide us with a copy. If you need additional information about the compensation arrangements for services provided by RT Specialty affiliates, please contact your RT Specialty representative.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).



RT Specialty  
6467 Main Street Suite 100  
Williamsville, NY 14224  
Derek Brann  
716-393-4850

## Insurance Proposal

### Subjectivities

- Completed Total Cost Form
- Completed Surplus Lines Affidavit
- Refer to Carrier Quote for terms, conditions, bind requirements, and forms/endorsements that will apply to this policy
- Manual Subjectivity 2:  
Subject to acknowledgement that all policy change or cancellation requests will be provided to Kinsale in advance of policy change or cancellation effective dates. Kinsale will not backdate if requests are received after the intended effective date.
- Manual Subjectivity 1:  
Subject to confirmation of event premises address prior to binding.
- Subjectivities:  
Subject to confirmation agent is in receipt of 100% minimum earned premium deposit payment prior to binding. Failure to do so may result in a declination to bind.

**The Subjectivities outlined above are required prior to binding. Please forward all requested information with your bind request. No coverage is considered bound until confirmed in writing and all subjectivities have been addressed.**

### Remarks

For non-admitted business, the retail agents NY broker license number is required prior to binding.

Coverage will not be bound until all contingency items listed on Carrier Quote have been reviewed and accepted by Kinsale

# Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)  
Financial Size Category: XIV

## QUOTE

RE: Town Of Cornwall  
183 Main St  
Cornwall, NY 12518

Submission #:06749024  
Quote Letter #:24720461  
Quote Date:01/13/2026

Company: Kinsale Insurance Company  
Coverage Form: Athletic Facilities General Liability Only (Occurrence)  
Description Of Operations: Ice Skating Rink

Policy Term: 01/14/2026 - 03/01/2026  
Retro Date: n/a

We are pleased to offer the following quote. This quote is valid until 01/13/2026 unless extended and agreed to in writing by us. Please read carefully as the terms and conditions of coverage may differ from those requested. **THIS IS NOT A BINDER OF INSURANCE.**

### Limits

Each Occurrence Limit	\$1,000,000
Damages to Premises Rented to You Limit	\$100,000
Medical Expense Limit	Excluded
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations Aggregate Limit	\$2,000,000
Each Claimant Limit	\$100,000
Policy Aggregate Limit	\$2,000,000
Each Wrongful Act Limit	Excluded
Fitness Training Professional Liability Aggregate Limit	Excluded

### Deductibles

Per Claim	\$2,500
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\*\* Deductibles apply to all coverages, damages, and expenses.

### Coverage Enhancements

Additional Insured	
Waiver of Subrogation Endorsement - Blanket	
Primary / Non-Contributory Endorsement - Blanket	

### Basis of Premium

Class Description	Exposure Base	Exposure Units	Rate
Special Events	per Attendee	2,300.00	1.5217

Premium	\$3,500
Company Fees	\$300
Minimum Earned Premium At Binding	100.00%
Minimum Deposit Premium	100.00%

Company Fees are fully earned.

Premium is 100.00% minimum and deposit.

Taxes, fees and surcharges are the responsibility of the broker.

If this quote indicates the policy is subject to audit, then the initial premium payable at inception is considered an estimated and deposit premium only; we may conduct a premium audit on or about the cancellation or expiration date of the policy to determine the actual earned premium based on the amount of risk exposure during the policy term. Any refusal or failure by you to maintain, provide records, or to allow us to conduct an audit of such records, will result in the application of the Audit Noncompliance Charge Factor (if listed on this quote), or our calculating a final audit premium based on information available to us.

**Quote Options with Corresponding Additional Premium** Additional premiums will increase the rate accordingly.  
 Claimant Limit: \$200,000 \$3,500

**Contingencies:**  
 This Quote is subject to our receipt and acceptance of the following items:  
 1) Subject to confirmation agent is in receipt of 100% minimum earned premium deposit payment prior to binding. Failure to do so may result in a declination to bind.  
 2) Subject to confirmation of event premises address prior to binding.  
 3) Subject to acknowledgement that all policy change or cancellation requests will be provided to Kinsale in advance of policy change or cancellation effective dates. Kinsale will not backdate if requests are received after the intended effective date.

The schedule of Names Insureds will include only the entities listed on this quote (and will not include entities requested in the submission, but not listed in this quote). Any adjustments to this schedule will be made effective no earlier than the date a request to amend the schedule is received by Kinsale.

**Comments:**  
 Pricing, terms, or viability of this quote may change pending review of the contingency items noted above. We may rescind this quote in the event these items are unavailable for review.

**Exclusions and Endorsements:**  
 ENT1002-0921 - Athletic Facility General Liability Declarations With Fitness Training Professional Liability  
 ADF9013-1125 - Notice - Where to Report a Claim  
 ADF4001-0110 - Schedule of Forms  
 ENT0003-0925 - Athletic Facility General Liability with Fitness Trainer Professional Liability Coverage Form  
 ADF2000-0622 - Policy Amendment - Extrinsic Evidence  
 ADF2003-0325 - Non-Renewable Policy Endorsement  
 ENT2000-0421 - Waiver And Release Condition  
 ENT2010-1024 - Limitation of Coverage to Designated Event (Name of Designated Event: Skating Rink Date(s) of Designated Event: 1/13/2026-2/28/2026 Location(s) of Designated Event: TBD PRIOR TO BINDING Limited to Skating Rink Event areas only at Rings Pond in Cornwall NY 12518)

ADF4002-0824 - Basis of Premium  
CAS4018-1121 - Additional Policy Provisions - Premium  
ENT4015-1021 - Waiver of Transfer of Rights of Recovery Against Others to Us - Blanket  
ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism  
ADF3017-0622 - Exclusion - Biometric Information Privacy Laws  
ENT3000-0321 - Exclusion - All Construction  
ENT3001-0321 - Exclusion - Participants - Designated Activity (Hockey;)  
ENT3003-0321 - Exclusion - Fire or Fire-Related Injury or Damage  
ENT3005-0321 - Absolute Exclusion - Motorized Vehicles  
ENT3017-0421 - Exclusion - Services Furnished By Healthcare Providers  
ENT3020-0421 - Exclusion - Injury Or Damage To Volunteers  
ENT3021-0421 - Exclusion - Intellectual Property  
ENT3024-0421 - Exclusion - Water Related Bodily Injury And Property Damage  
ENT3041-0821 - Exclusion - Fitness Trainer Professional Liability  
ENT3048-1021 - Exclusion - Fairness Conditions  
ENT3052-1021 - Absolute Exclusion - Injury to Independent Contractors or Subcontractors  
ENT3056-0222 - Exclusion - Medical Payments  
ENT3057-1223 - Absolute Exclusion - Firearms  
ENT3059-0324 - Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)  
ENT5000-0421 - Additional Insured As Required By Written Contract  
ENT5001-0321 - Additional Insured As Required By Written Contract - Mortgagee, Assignee, Or Receiver  
ENT5002-0421 - Additional Insured As Required By Written Contract - Managers Or Lessors Of Premises  
ENT5003-0421 - Additional Insured - State Or Governmental Agency or Subdivision Or Political Subdivision - Permits - Blanket  
ENT5004-0921 - Additional Insured - Primary And Non-Contributory Endorsement  
ADF9010-0321 - Notice of Terrorism Insurance Coverage  
IL0985-1220 - Disclosure Pursuant to Terrorism Risk Insurance Act  
ADF4003-0110 - New York Amendatory Endorsement - Notice Provisions  
ADF9004-0110 - Signature Endorsement  
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

This quote is subject to the specified conditions and may be withdrawn at any time prior to acceptance and in no event will it remain open beyond the quote expiration date unless extended by us in writing. Changes in classifications, operations, exposure or risk specific information require notification to us and may result in changes to this quote. Coverage may not be bound without written confirmation from us. By accepting this quote, you consent to receiving the policy electronically. You agree that such electronic delivery satisfies any legal requirement that such delivery be in writing. Once bound, coverage cannot be cancelled flat. If you cancel coverage or the policy, the greater of the minimum earned premium or the 10% short-rate penalty will apply.

**Kinsale Insurance Company**  
P. O. Box 17008  
Richmond, VA 23226  
(804) 289-1300  
[www.kinsaleins.com](http://www.kinsaleins.com)

## NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), the Company must make available insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. This Policy includes such coverage for damages arising out of certified acts of terrorism and is limited by the terms, conditions, exclusions, limits, other provisions of the coverage quote or renewal application/questionnaire to which this offer is attached and by the Policy, any endorsements to the Policy and generally applicable rules of law.

The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**YOU SHOULD KNOW THAT LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM FOR WHICH THIS POLICY PROVIDES COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THE FORMULA, BEGINNING ON JANUARY 1, 2020, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.**

**NO PREMIUM IS CHARGED FOR THIS COVERAGE NOR IS ANY CHARGE MADE FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

***YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS' LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED "ACTS OF TERRORISM" WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.***

***COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN "ACTS OF TERRORISM".***

# Agenda Item

#13



## STREET LIGHT MAINTENANCE AND REPAIR SERVICES

### OPEN-BOOK AGREEMENT

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2026 (hereinafter referred to as the Effective Date), between RTE Energy Services, L.P., a Delaware limited partnership, with a mailing address of 201 West Street, Suite 200, Annapolis, MD 21401 (hereinafter referred to as SERVICE PROVIDER), and the Town of Cornwall, NY, with a mailing address of 183 Main Street Cornwall NY 12518 (hereinafter referred to as CLIENT).

#### RECITALS

WHEREAS, subsequent to the completed acquisition of the streetlight assets from Central Hudson, as well as the completed LED streetlight conversion with smart controls (converting both pre-existing utility-installed LEDs and new SERVICE PROVIDER-installed LEDs), the CLIENT now owns an inventory of approximately 510 streetlights.

WHEREAS, the CLIENT signed up for a 2-Year Extended Warranty following the completion of the installation of the new LED streetlights with smart controls, which expires on February 15, 2026.

WHEREAS, the CLIENT wishes to engage the SERVICE PROVIDER to provide maintenance and repair services to its streetlight network following the expiration of the 2-Year Extended Warranty.

WHEREAS, the SERVICE PROVIDER will be engaging a third-party electrical subcontractor to perform a portion of the services defined herein.

Now, therefore the parties agree as follows:

#### TERMS

The SERVICE PROVIDER shall have the following task obligations:

##### **1. Qualified Personnel & Subcontractor**

The SERVICE PROVIDER shall engage a qualified and experienced electrical contractor with sufficient resources and equipment available to respond to reports of streetlight outages and diagnose and repair the malfunction within the time requirements outlined in this AGREEMENT and throughout its term. The electrical contractor must also be approved by Central Hudson as per Central Hudson requirements. SERVICE PROVIDER will assist with the proper approval process with Central Hudson.

##### **2. License Classification**

The SERVICE PROVIDER shall ensure that all personnel and subcontractor(s) engaged in performing services under this agreement possess all required State and local permits, certificates and/or licences throughout the term of this AGREEMENT.

##### **3. Insurance Requirements**

The SERVICE PROVIDER and any subcontractor engaged by it will be required to maintain commercial general liability with a limit of not less than \$5,000,000.00 per occurrence and aggregate, for bodily injury and property damage. The policy shall include contractual liability and insure the indemnification obligations of SERVICE PROVIDER under this Agreement but only to the extent of the coverage afforded by such policy. The policy shall be endorsed to name the CLIENT and Central Hudson as an additional insured, on a primary and non-contributory basis, insofar as this AGREEMENT is concerned, contain a cross-liability clause, and provide that written notice shall be given to CLIENT and Central Hudson at least 30 days prior to cancellation or material change in the form of such policies or endorsements. The SERVICE PROVIDER and any subcontractor engaged by it will also be required to maintain auto liability, in an amount not less than \$1,000,000, if automobiles are used in connection with its business. Upon

request, the SERVICE PROVIDER will provide the CLIENT and Central Hudson certificates of insurance. The SERVICE PROVIDER and any subcontractor engaged by it shall be responsible for its personal property, including its equipment.

#### **4. Indemnity Requirements**

The SERVICE PROVIDER shall defend, hold harmless, and indemnify the CLIENT, its representatives, agents, elected officials, officers, directors, and employees in any actions and from all damages arising out of the acts or failure to act of SERVICE PROVIDER, or its authorized representatives, in the performance of any act or its obligations under the terms of this AGREEMENT. The SERVICE PROVIDER shall not be liable for damages caused by the sole negligence or willful misconduct of the CLIENT.

#### **5. General**

In general, the work to be done consists of providing street and pathway light maintenance and emergency services for the street and pathway lights located within the CLIENT's geographical boundaries. The SERVICE PROVIDER shall have available and readily accessible all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the lighting systems. The SERVICE PROVIDER shall ensure that both its qualified workforce and that of any subcontractor engaged by it shall be sufficient to respond to emergency calls that may be received from time to time and to promptly make temporary and permanent repairs. The work force shall be qualified to perform such work as required by any Municipal, State or Federal regulations.

#### **6. Required Maintenance**

The SERVICE PROVIDER will only respond to requests generated and approved by the CLIENT during the term of this AGREEMENT. The SERVICE PROVIDER shall repair, replace or otherwise render in good working order all defective parts of the street, park and pathway lights as instructed and authorized by the CLIENT. The SERVICE PROVIDER shall furnish all tools, equipment, apparatus, facilities, labor, services and materials, and perform all work necessary to maintain the equipment in good workmanlike manner. Service requests shall be classified into two (2) levels of priority:

- i. **Level 1 Maintenance Request (Low Priority)** applies to lights deemed to be non-critical by the CLIENT, includes repair of the **LED** street, parking lot or pathway lights consisting of furnishing a qualified lighting maintenance technician (or technicians) and a service vehicle, removing and replacing any combination of lamp, lens, photocell, ballast, or igniter, etc. SERVICE PROVIDER will dispatch a qualified lighting maintenance technician (or technicians) and a service vehicle to repair the light within 20 working days of receiving authorization to proceed.
- ii. **Level 2 Maintenance Request (High Priority)** applies to **LED** lights deemed by the CLIENT to be of significant safety consideration. SERVICE PROVIDER will dispatch a qualified lighting maintenance technician (or technicians) and a service vehicle to repair the light within 5 working days of receiving authorization to proceed.

It is understood that Central Hudson-owned equipment, privately-owned lights and traffic signal poles are excluded from this AGREEMENT.

#### **7. Making a service request**

The CLIENT will have access to the SERVICE PROVIDER's web-based maintenance map to report and track all streetlight outages in one platform. This service is available at all times and the CLIENT may report a problem through this portal by completing a simple on-line form. This is the recommended option.

As an alternative option, the CLIENT may wish to send an email at [service@rte-es.com](mailto:service@rte-es.com) which must include the following information:

1. Service Level Request: 1 or 2.
2. Municipal street address nearest to light.
3. RTE ID number that identifies the fixture (this information can be obtained from the map provided to the Town)
4. Description of the issue. (i.e. failed light, flickering, day burner etc.)

The SERVICE PROVIDER shall acknowledge receipt of the email request within one business day.

The SERVICE PROVIDER will dispatch an electrical contractor to repair the Luminaire within the time frame chosen in accordance with the corresponding service level. Upon completion of the repairs the CLIENT will be notified via e-mail as to the status of the repairs, and a description of the work completed.

## **8. Warranty**

The SERVICE PROVIDER warrants that, unless otherwise specified, all materials and equipment incorporated in any services provided under this Agreement shall be new and in good working condition.

The SERVICE PROVIDER further warrants that all workmanship shall be of the highest quality and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective and shall be remediated by SERVICE PROVIDER. The Workmanship Warranty period for maintenance services shall be thirty days (30) days from the date of completion of the service. This Workmanship Warranty does not cover any cost related to fixture, photocell and related products and parts failure. Such costs are covered by their individual manufacturers' warranty as applicable. The SERVICE PROVIDER shall ensure that the CLIENT is provided with all manufacturers' warranties for equipment and materials installed. Notwithstanding the above, the Workmanship Warranty shall cover any cost related to fixture, photocell and related products and parts failure that is not covered by the manufacturer's warranty due to the SERVICE PROVIDER'S installation or repair service.

The CLIENT shall promptly give the SERVICE PROVIDER notice in writing of observed defects and deficiencies in the work that appear during the warranty period.

All warranty claims shall be sent via e-mail to [service@rte-es.com](mailto:service@rte-es.com). The SERVICE PROVIDER shall acknowledge receipt of the e-mail request within forty-eight (48) hours.

The SERVICE PROVIDER shall promptly correct, at the SERVICE PROVIDER's expense, any work that is not in accordance with the Contract Documents or defects or deficiencies in the work, which are reported during the warranty period.

## **9. Compensation and Payment Terms**

- a) The SERVICE PROVIDER shall maintain an "open-book, cost plus approach" in relation to this AGREEMENT to enable the CLIENT to monitor, scrutinize and verify the accuracy of all material and subcontracted labor charges. On request by the CLIENT, the SERVICE PROVIDER shall provide the CLIENT an open-book account of these charges, setting out full and transparent details of each charge to the CLIENT.
- b) The CLIENT understands that the charge for completion of the services shall be based upon a cost-plus basis whereby the SERVICE PROVIDER agrees to charge the actual amount invoiced to it by the subcontractor plus a mark-up of 20%. In the first year of this AGREEMENT, invoicing to the CLIENT will be charged according to the Pricing Schedule detailed in Exhibit "A". In addition, the SERVICE PROVIDER shall charge a fixed monthly fee of **\$200.00** to maintain and administer this service offering. Rates may be reviewed annually by the SERVICE PROVIDER and the CLIENT and rate increases may be requested in writing with detailed justification from the SERVICE PROVIDER and may only be implemented upon the mutual agreement of the Parties.

- c) Invoices from the SERVICE PROVIDER to the CLIENT shall be submitted no more frequently than once per month. Invoices for work completed shall be submitted by SERVICE PROVIDER to CLIENT upon subcontractor invoices being received by SERVICE PROVIDER. All invoices are due and payable within thirty (30) days of receipt.

## **10. Subcontractors**

The SERVICE PROVIDER shall be fully responsible for the acts and omissions of any subcontractors and of persons both directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as the SERVICE PROVIDER is held under this Agreement. The SERVICE PROVIDER shall ensure that all subcontractors engaged to provide services under this AGREEMENT shall possess all necessary permits, licenses, and certifications as required under any Municipal, State or Federal regulations. Subcontractors shall not be deemed employees of the CLIENT under any circumstances and the SERVICE PROVIDER assumes full responsibility for payment of compensation, taxes and all other benefits due and payable to all such personnel involved in performing services under this Agreement. This Agreement is not intended to create a joint venture, employment relationship or partnership and the relationship between the parties is that of independent contractors. SERVICE PROVIDER has a substantive investment in its facilities, tools, instruments, materials and knowledge used by its employees to complete the services referenced herein. The services performed by SERVICE PROVIDER fall outside the usual course of business of the CLIENT, and SERVICE PROVIDER is not required to work exclusively for the CLIENT. SERVICE PROVIDER is contractually responsible for satisfactory completion of the services, and payment to SERVICE PROVIDER is based on factors directly related to the services performed. SERVICE PROVIDER agrees that the persons retained by it to provide services hereunder are SERVICE PROVIDER's employees or subcontractors working directly for SERVICE PROVIDER and are not employees of the CLIENT for any purpose and therefore such persons are not entitled to any rights or benefits, whether present or future, under any collective bargaining agreement, retirement, or other benefit plan of the CLIENT; or the payment by the CLIENT of social security taxes, workers compensation premiums, unemployment insurance premiums, overtime or other compensation, and any other SERVICE PROVIDER benefits, including withholding of federal or state income taxes, and that SERVICE PROVIDER shall be solely responsible for these obligations. SERVICE PROVIDER agrees to indemnify, save harmless and defend the CLIENT and its affiliates from, and accepts full responsibility for any and all claims related to SERVICE PROVIDER's obligations to its own employees or independent contractors engaged in the Services, relating to any governmental action or claim arising out of SERVICE PROVIDER's obligations to its own employees or independent contractors.

## **11. Contract Term**

The term of this AGREEMENT shall be for a term of twelve (12) months beginning on the effective date with an option to extend the Agreement by an additional twelve (12) month term. The CLIENT shall notify the SERVICE PROVIDER in writing at least thirty (30) days prior to the anniversary of the Agreement if it does not intend to extend the Agreement. If said notice is not timely provided, this Agreement shall automatically renew for an additional twelve (12) month term.

## **12. Termination**

- a) Termination for Convenience: Either party may terminate this AGREEMENT for convenience upon thirty (30) day written notice to the other party. Unless otherwise directed by the CLIENT, the SERVICE PROVIDER shall cease its performance of Services as quickly and effectively as possible following receipt of CLIENT's convenience termination notice and terminate all commitments to third parties in connection with the Services. In the event of a termination for convenience, the SERVICE PROVIDER shall be compensated for Services performed through the date of termination and expiration of the thirty (30) day notice period, plus its reasonable overhead and profit. SERVICE PROVIDER shall submit and CLIENT shall process SERVICE PROVIDER's convenience termination payment invoice within thirty (30) days of receipt of said invoice.
- b) Termination by CLIENT for Non-Performance: The CLIENT may terminate this Agreement at any

time for non-performance of its obligations ("Default") under this agreement after giving the SERVICE PROVIDER written notice with fifteen (15) business days to cure the same, provided, however that if the Default in question cannot reasonably be cured within such fifteen (15) business days, then so long as the SERVICE PROVIDER commences cure within fifteen (15) business days and continues to use commercially reasonable efforts to pursue such cure, then such Default shall not be deemed a Default hereunder.

- c) Termination by SERVICE PROVIDER for Non-Payment: If the CLIENT fails to pay the SERVICE PROVIDER within thirty (30) days of the payment due date as set forth in Article 11, the SERVICE PROVIDER will promptly provide notice to the CLIENT of the non-payment and provide the CLIENT an opportunity to cure. If, after the expiration of fifteen (15) days, the CLIENT still has not made payment to the SERVICE PROVIDER, the SERVICE PROVIDER may, in its sole discretion, cease all operations and/or terminate the Agreement.

**13. Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding its conflict of law principles.

**14. Assignment or Delegation**

The SERVICE PROVIDER may assign its rights, duties, and obligations pursuant to this Agreement to any entity (i) with which the SERVICE PROVIDER is Affiliated, (ii) into which the SERVICE PROVIDER may be merged or reorganized, or (iii) to which a substantial portion of the SERVICE PROVIDER's assets may be sold or assigned.

**15. Legal Notice**

All notices, requests, demands or other communications to or from the parties hereto, unrelated to outages and service call requests, shall be in writing and shall be given by overnight delivery service, by hand delivery, telecopy or e-mail to the addressee as follows:

(i) If to the SERVICE PROVIDER:

RTE Energy Services, L.P.  
201 West Street  
Annapolis, Maryland 21401  
Attention: Alexis Lauzon  
Phone: (410) 934-1740 Ext. 0312  
E-mail: alauzon@rte-es.com

(ii) If to the CLIENT:

Town of Cornwall  
183 Main Street  
Cornwall NY 12518  
Attention: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**16. Entire Agreement**

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control. The provisions of this Agreement, including the scope of the Services stated in Section 6, may not be modified unless the modification is (i) in writing; (ii) specifically references this Agreement; and (iii) is signed by authorized representatives of both parties.

**17. Counterparts**

This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

EXECUTED the day and year set forth above.

By: RTE Energy Services, L.P.

By: \_\_\_\_\_

Name: Angelos Vlasopoulos

Title: CEO

Date:

By: Town of Cornwall, NY

By: \_\_\_\_\_

Name:

Title:

Date:

**EXHIBIT "A"**  
**Pricing Schedule**

<b>Table 1 - Basic Service</b>		
<b>Item</b>	<b>Description</b>	<b>Estimated Hourly Rate (Normal Working Hours)</b>
1	Electrician and bucket truck	\$250.00-\$300.00* + RTE Mark-up

<b>Table 2 - Additional Services (only if required)</b>		
<b>Item</b>	<b>Description</b>	<b>Estimated Hourly Rate (Normal Working Hours)</b>
1	Bucket Truck Ground Worker	\$50.00 + RTE Mark-up
2	Flaggers (two)	\$60.00 + RTE Mark-up

**Note** – final rates will be based on subcontractor invoices. The rates above are indicative hourly rates. The final subcontractor to service the CLIENT will be selected by the SERVICE PROVIDER (with input from the CLIENT, if desired by the CLIENT), and rates will be confirmed at that time; therefore, a range of rates is provided. Additionally, SERVICE PROVIDER may engage more than one subcontractor during the term of this agreement, depending on subcontractor resource availability. RTE Mark-up and fees will remain as per the structure of this agreement.

\* The SERVICE PROVIDER coordinated the most recent repairs under the 2-Year Extended Warranty with D&M Electrical, whose hourly rate for an electrician and bucket truck is \$366.00/hour. As the CLIENT is aware, the SERVICE PROVIDER is also working with a local subcontractor, RPC Electric, as a potential long-term solution. RPC Electric is not yet approved by Central Hudson but is in the process of securing the required linemen. Final rates for this subcontractor are still to be confirmed. The rates shown in Table 1 represent the SERVICE PROVIDER's current best estimates for utilizing a local subcontractor. Final subcontractor rates will be shared with the CLIENT once confirmed.

**Minimum Callout is typically 4 hours (Portal to Portal).**

Table 1 Hourly Rates exclude the following items:

- Materials (i.e. Lamps, Ballasts, Wiring, Fusing, etc.)
- Disposal
- Traffic control (if required)
- Police Detail (if required)
- Any State and/or Municipality Permits
- Any other required Services
- Adders for urgent or emergency call-outs

All exclusions shall be invoiced in addition to rates outlined in Table 1.

Normal Working Hours are as follows:

- Monday to Friday from 7:00 AM to 3:30 PM up to a maximum of 8 Hours per day and/or 40 hours per week.

Services provided outside of Normal Working Hours will be invoiced as follows:

- Overtime: 1.5 times the Hourly Rate for Normal Working Hours.
- Saturday, Sundays and Holidays: 2 times the Hourly Rate for Normal Working Hours.



**RTE ENERGY**  
SERVICES

To: Town of Cornwall  
Address: 183 Main Street  
Cornwall NY 12518

RTE Energy Services, L.P.  
Tel. 410-934-1740  
Fax 433-440-5204

Contact: Pam Wood  
Telephone: (845) 534-3760  
E-Mail: pwood@cornwallny.gov

**Payment Schedule for the Period February 16, 2026 to February 28, 2027**

DESCRIPTION	Period Start	Period End	Invoice Date	Invoice Due Date	Amount Due
Town of Cornwall Streetlight Maintenance	16-Feb-2026	28-Feb-2026	16-Feb-2026	18-Mar-2026	\$ 93.00
	1-Mar-2026	31-Mar-2026	1-Mar-2026	31-Mar-2026	\$ 200.00
	1-Apr-2026	30-Apr-2026	1-Apr-2026	1-May-2026	\$ 200.00
Total Per Year \$ 2,400.00	1-May-2026	31-May-2026	1-May-2026	31-May-2026	\$ 200.00
Total Per Month \$ 200.00	1-Jun-2026	30-Jun-2026	1-Jun-2026	1-Jul-2026	\$ 200.00
	1-Jul-2026	31-Jul-2026	1-Jul-2026	31-Jul-2026	\$ 200.00
<i>* Note - Schedule adjusted such that the period starts on the first day of each month and ends on the last day of each month going forward. As such, the schedule for this year only covers more than 12 months.</i>	1-Aug-2026	31-Aug-2026	1-Aug-2026	31-Aug-2026	\$ 200.00
	1-Sep-2026	30-Sep-2026	1-Sep-2026	1-Oct-2026	\$ 200.00
	1-Oct-2026	31-Oct-2026	1-Oct-2026	31-Oct-2026	\$ 200.00
	1-Nov-2026	30-Nov-2026	1-Nov-2026	1-Dec-2026	\$ 200.00
	1-Dec-2026	31-Dec-2026	1-Dec-2026	31-Dec-2026	\$ 200.00
	1-Jan-2027	31-Jan-2027	1-Jan-2027	31-Jan-2027	\$ 200.00
	1-Feb-2027	28-Feb-2027	1-Feb-2027	3-Mar-2027	\$ 200.00
Total (If paid monthly):					\$ 2,493.00

**A 5% discount is offered if full-year payment is made upon receipt of this schedule:**

Total amount due (with 5% discount): \$ 2,368.35

**Wiring / ACH Information:** Please make payment to RTE Energy Services, L.P. *\*Preferred Method of Payment*  
City National Bank  
2001 North Main Street, Suite 200  
Walnut Creek, CA 94596  
Bank Account #: 665820726  
ABA/Routing Number: 026013958

**Payment by check:** Please make payment to RTE Energy Services, L.P.  
File 2422  
1801 W Olympic Blvd  
Pasadena, CA 91199-2422

# Agenda Item

#14

NEW YORK OFFICE  
12 Roosevelt Avenue  
Port Jefferson Station, NY 11776  
631-331-8888



CONNECTICUT OFFICE  
129 Samson Rock Drive, Suite A  
Madison, CT 06443  
203-421-2860, 203-421-2087

January 6, 2026

## MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of \_\_\_\_\_ (The "Effective Date") between the Town of Cornwall ("Town") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

### RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the Town desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** ("Work Orders"), and Munistat desires to provide services to the Town in connection with such Work Orders.

### AGREEMENT

NOW THEREFOR, the Parties agree as follows:

- Municipal Advisory Services. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders. The Town acknowledges and agrees that most tasks requested by the Town will not require all services provided for in the Work Orders and, as such, the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the services described in the Work Orders shall be promptly reflected in an amendment to this Agreement and such amendment may be agreed to either in writing or electronically by email.
- Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B**.
- Agreement to Provide Information. The Town agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Town further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided.

4. Compensation. Munistat shall receive a fee for any services rendered to the Town pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.

5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.

6. Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the Town's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472.

The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. Disclosure of Conflicts of Interest. The Town acknowledges that it has received those disclosures set forth and contained within Appendix C attached hereto and incorporated herein by reference. The Town further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Town hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the Town as noted in Appendix C and such disclosures shall be incorporated by reference into this Agreement to the same extent as if set forth herein. In this regard, Town hereby authorizes the Town Supervisor to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the Town.

Munistat certifies, under penalty of perjury, that it has and implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Our policy meets the requirements of section 201-g of the Labor Law.

*[Signature page follows]*


SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

**TOWN OF CORNWALL**

**MUNISTAT SERVICES, INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Noah Nadelson

Title: \_\_\_\_\_

Title: Chief Executive Officer

## APPENDIX A

### SERVICES

Munistat shall provide, upon request, services related to the issuance of debt, as applicable, and set forth below. The Town acknowledges and agrees that most tasks requested by the Town will not require all the services described below, and as such, the specific scope of services for such task shall be limited to those services required to complete the transaction. Any material changes in or additions to the scope of services described below shall be promptly reflected in an amendment to this Agreement.

#### Bond Financings:

- Meet with appropriate Town Officials to discuss plan of finance and establish the timeline.
- Preparation of maturity and estimated debt service schedules for bond issues in accordance with Local Finance Law.
- We will assist the Town with the preparation of the Official Statement, based on information provided by the Town and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and/or Notices of Sale to the investment community through various information repositories and post the documents on "Ipreo", a third party, distribution and electronic bidding platform.
- If necessary, we submit requested documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the Town's rating.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- For issues over \$5 million, we ensure the publication of the Notice of Sale for bond issues within the required time limits.
- For issues over \$5 million, we prepare the Debt Statement for certain bond issues and file it with the State Comptroller's office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Town, bond counsel, the underwriter, and the bond insurance company (if applicable).

- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, and bond counsel.

### **Note Financings:**

- Meet with appropriate Town Officials to discuss plan of finance and establish the timeline.
- We will assist the Town with the preparation of the Official Statement, based on information provided by the Town and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and Notices of Sale to the investment community through various information repositories and post the documents on "Ipreo", a third party, distribution and electronic bidding platform.
- Prior to the sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the Town, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the computation of note interest and principal payment due (and, where applicable, the apportionments of such overall payments due into the appropriate funds), and distribute copies of such schedules to the issuer.

### **EFC Financings:**

- We assist the Town in short-term and long-term financings with the Environmental Facilities Corporation. Such financings require much of the services described above. Additional services include, but are not limited to: coordinate the collection of financial and operating information during the application process, participation in conference calls, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and tax impact analysis.

## **Lease Financings:**

- If appropriate, we assist the Town in lease financings (energy performance contract, vehicle, LED lighting, etc.). Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids via competitive public sale on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.

## **Continuing Disclosure:**

In accordance with SEC Rule 15c2-12 and the Undertaking to Provide Continuing Disclosure as executed by the Town in connection with the sale of certain bonds and delivered at the closing for such bonds, the Town may be obligated to file a Statement of Annual Financial and Operating Information with the Electronic Municipal Market Access System ("EMMA") according to the Agreement. We will assist the Town to ensure compliance with its Continuing Disclosure Undertakings.

- Review continuing disclosure agreements in offering documents relating to the Town's outstanding debt issues
- Research the Town's other debt obligations, if any, to determine whether filings are required
- Compile the Town filing requirements and any appropriate voluntary filings
- Based on filing requirements, maintain a schedule to collect financial documents from the Town
- Notify the Town of upcoming filing dates
- Monitor changes in the broader market that may affect the Town's filing requirements
- Review documents for compliance with terms of continuing disclosure agreements
- Execute required filings on the MSRB's EMMA website
- Confirm execution to the Town

The Town acknowledges and agrees that while Munistat will make every effort to locate, obtain and file any required disclosures under SEC Rule 15c2-12 (the "Rule"), there may be times when the Town is in possession of reportable information of which Munistat is not aware. The Town accepts responsibility for promptly informing Munistat of any event that requires reporting under the Rule:

## **Event Disclosures Specified by SEC Rule 15c2-12 (Must be filed within 10 business days of event)**

- Principal and interest payment delinquencies
- Non-payment related defaults if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions or events affecting the tax-exempt status of the security if material
- Modifications to rights of security holders
- Bond calls and tender offers
- Defeasances
- Release, substitution or sale of property securing repayment of the securities
- Rating changes

- Bankruptcy, insolvency or receivership
- Merger, acquisition or sale of all issuer assets
- Appointment of successor trustee
- Financial Obligation – Incurrence or Agreement
- Financial Obligation – Event Reflecting Financial Difficulties

## APPENDIX B

### FEEES AND EXPENSES

The fees for our services for capital project financings will *not exceed* the following: Serial Bonds - \$11,500 for each bond issue with an Official Statement and \$0.85 per \$1,000 thereafter, prior to any reduction of premium; Refunding Serial Bonds - \$14,500 for each bond issue with an Official Statement and \$1.85 per \$1,000 thereafter, based on total proceeds; Bond Anticipation Notes – Base fee of \$4,500 for each note with an Official Statement and \$0.50 per \$1,000 thereafter; Lease financings - \$6,500 and \$0.35 per \$1,000 thereafter; Environmental Facilities Corporation Financings - \$4,500 due upon closing of short-term financings and an additional \$7,500 plus \$0.75 per \$1,000 thereafter due upon closing of the long term financing. The fee for general consulting services will be billed hourly with the terms of the service agreed upon prior to the engagement.

The fee for preparation and filing of the Statement of Annual Financial and Operating Information in accordance with SEC Rule 15c2-12, and the Town's Continuing Disclosure Undertaking will be \$2,150. There is no charge for the filing of material event notices.

All of the above fees represent our experience in working with local governments for the last several years, a general understanding of the capital project plans and the necessary time expected to execute each transaction. It should be noted that these fees represent a “not to exceed” amount. Munistat has historically discounted much of the above fees due to size, the issuance of more than one bond issue in a given year, or single-purpose borrowings.

The fee for our services includes all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the Town by the respective parties.

Munistat Services, Inc. will not charge to attend meetings of the Board, work sessions, meetings with bond counsel, ratings agencies, or any other meetings associated with a capital project. We do not charge any fees for services delivered prior to a referendum, including preparation of estimated debt service and tax rate impact schedules. There will be no charge until, and unless the closing of the bonds or notes take place.

## APPENDIX C

### DISCLOSURE OF CONFLICTS OF INTEREST

#### FIXED FEE

Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

#### CONTINGENT COMPENSATION

Certain fees to be paid by the Town to Munistat Services, Inc. are contingent on the size and successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings or to recommend a larger transaction to the Town. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

#### HOURLY FEE

Certain fees due under this Agreement are based on hourly fees of Munistat's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Town and Munistat do not agree on a reasonable maximum amount at the outset of the engagement, because Munistat does not have a financial incentive to recommend alternatives that would result in fewer hours worked.

Munistat Services, Inc. manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the Town ahead of its own.

#### OTHER MATERIAL CONFLICTS OF INTEREST

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the Town in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

# Agenda Item

#15

## MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5<sup>th</sup> Avenue, Suite 400, San Diego, CA 92101 and \_\_\_\_\_ Town of Cornwall \_\_\_\_\_ ("Client"), having its principal offices at \_\_\_\_\_ 183 Main Street Cornwall NY 12518 \_\_\_\_\_

### RECITALS

**WHEREAS**, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

**WHEREAS**, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

**NOW THEREFORE**, the parties hereby agree as follows:

#### 1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If a SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

**2. Performance of Services.** In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

### **3. Fees.**

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 30 days of Client's receipt of such invoice.

3.3. Client agrees that custom development requests outside of the scope of work may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

**4. Taxes.** Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

### **5. Term and Termination.**

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.3. **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: (i) carry out an orderly winding down of the affected work; (ii) deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, (iii) return any property of the Client then in Deckard's possession; and (iv) submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. **Cooperation.** Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: (a) responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or (b) exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. **Deckard Personnel.** Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. **Relationship of the Parties.** Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. **Representations and Warranties.**

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

9.2. Client represents and warrants that: **Town of Cornwall**

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

**10. Nondisclosure of Confidential Information.** During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is (a) rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; (b) independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or (c) publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies.

**11. Liability Limitations; Disclaimer.** ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO DECKARD UNDER THIS AGREEMENT.

**12. Indemnification.** Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of (a) injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; (b) a claim that the Services infringe the intellectual property rights of any third party; and (c) any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be

unreasonably withheld or delayed. Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of (a) injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; (b) any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

**13. Proprietary Rights.** The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

**14. Governing Law.** This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of California, except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in **Orange County, New York**. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

**15. Assignment.** Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

**16. Severability; Survival.** If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 10 through 22 will survive such termination.

**17. Waiver of Breach.** The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

**18. Force Majeure.** Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or

negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

**19. Compliance with Laws.** Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

**20. Dispute Resolution.** In the event of a claim or dispute between the parties arising under this Agreement, such claim or dispute shall be settled by mutual agreement between the senior management of the parties. If an agreement is not reached within a reasonable time, except as otherwise provided in this section, any dispute concerning the terms and conditions of this Agreement may be resolved by pursuing any right or remedy available at law or in equity in accordance with this Agreement. Deckard shall, at all times, proceed diligently with the performance of the Services hereunder. Notwithstanding the above, Client's contract with a governmental entity may include a disputes clause under FAR 52.233-01 (the "Disputes Clause"), pursuant to which a prime contractor may pursue certain procedures in the event of a dispute between the customer and Client with respect to questions of law or fact relating to the government contract. In such case, all Deckard claims, controversies or disputes concerning matters that are subject to the Disputes Clause of the government contract shall be governed solely by such disputes clause Deckard shall be responsible for providing any and all certifications required by law or Client to enable Client or its customer to verify, support, or confirm such certifications. Both parties agree that the occurrence of a dispute under the Disputes Clause shall not interfere with either party's performance or other obligations under this Agreement.

**21. Entire Agreement.** This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

**22. Communications and Notices.** Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client: Town of Cornwall

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the case of Deckard

Nickolas R. Del Pego, CEO  
1620 Fifth Ave Suite 400  
San Diego, CA 92101  
admin@deckard.com

**23. Media and/or Logo Use.** Client agrees that Deckard shall have the right to use Client's name and logo on website, marketing materials and advertisements. In addition, Client and Deckard will work together to identify appropriate testimonials to promote Rentalscape and to generate announcements, press engagements and public speaking events with respect to the benefits of the Services. Client shall have the right to revoke Deckard's right to use its name and logo by providing Deckard with 30 days' advance written notice. Upon the expiration or termination of this Agreement the rights set forth in this Section 23 shall terminate.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below.

**DECKARD TECHNOLOGIES, INC.**

**CLIENT Town of Cornwall**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### STATEMENT OF WORK

This Statement of Work ("SOW") will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and the **Town of Cornwall** dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the "**Master Agreement**"). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

**1. Short Term Rental Service.** Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals ("STRs") on all identifiable properties within the Town of: Cornwall in the State of New York based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1. Information on STRs currently active in the Designated Geography;
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The major platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
  - 1.7.1. Listings or advertisements that do not include an STR permit number;
  - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
  - 1.7.3. Properties advertised as STRs that are only permitted as long-term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and
- 1.11. List the permit history of each property offering STRs in the Designated Geography.

**2. Designated Geography. Town of Cornwall**

3. **Reporting Period.** Reports available in the Rentalscape Platform throughout the year.

4. **Fees; Payments.**

4.1. Annual Software Subscription: **\$4,800.00** (Identification, Compliance Monitoring and Rental Activity based on properties that are listed in Rentalscape as identified STRs). We approximate xxx properties by the end of year one as being Monitored in Rentalscape.

4.2. Outreach Campaign: **Included** to drive compliance. Three letter campaign to inform and encourage property owners to become compliant with the Registration Process.

4.3. Maximum Price: In no event will the total subscription fees in the first year exceed **\$4,800.00** Future years' renewals will be subject to an annual increase not to exceed 3% per annum.

4.4. Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard.

**Portals below can be added as needed**

4.4. STR Registration/Licensing Portal: **\$5,000.00** annually. Develop and host an online portal for Registration depending on the needs of the City/County with Stripe payment interface with daily reconciliation to finance.

4.6. Tax Collection Portal: **\$5,000.00** annually. Develop and host an online portal for Tax collection on a monthly or quarterly basis depending on the needs of the City/County with Stripe payment interface with daily reconciliation to finance.

4.7. Optional Expert Services upon Request by the City/County are available at \$250 per hour.

4.8. Online Complaint Form: **\$2,000.00** annually. Host an online complaint form for the City/County that alerts these complaints to Code Enforcement through the Rentalscape platform.

4.9. 24/7 Live Hotline. **\$1,500.00** annually. Live answered Hotline that can dispatch to responsible parties depending on identified call flow.

4.10. Public Facing Portal. **\$5000.00** annually. Public Facing Portal to be hosted on City site illustrating permitted STR properties in the City with Parcel Number, Permit Number and Responsible Party Contact information per City guidelines.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

**SOW AGREED TO AND ACCEPTED BY:**

DECKARD TECHNOLOGIES, INC.

CLIENT Town of Cornwall

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# Agenda Item

#16



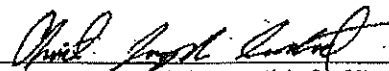
**Town of Cornwall Police  
Department**

# Memo

**To:** Cornwall Town Board  
**From:** Chief Gebert  
**cc:**  
**Date:** 1/12/2026  
**Re:** Vehicle Purchase

---

I respectfully request The Cornwall Town Board authorize the purchase of a 2026 Ford Utility Police Interceptor, at the state contract pricing of \$54,120.83 from Van Bortel Ford of Rochester, N.Y. This unmarked vehicle will be assigned to our Detective, and was included in our 2026 budget.

  
\_\_\_\_\_  
Joseph G. Gebert, Chief of Police



71 Marsh Rd East Rochester, NY 14445 585-586-7705 Fax 585-586-7706

Vehicle Purchase Proposal

Attention: Chief Joseph Gebert

PO:

Final Order Date Yet To Be Determined

Town of Cornwall PD

Quote# 37299

183 Main St

Onondaga Bid 0010808

Cornwall NY 12518

Item 2 Gas

Phone: 845-534-8100 Fax: 845-534-5958

Mobile: 845-629-0669 Email: jgebert@cornwallny.gov

Item Description	Code	Qty	Your Price	MSRP
2026 Ford Utility Police Interceptor AWD	K8A	1	\$ 44,466.83	\$ 50,245.00
Agate Black	UM	1	\$ 0.00	\$ 0.00
3.3L V6 DI Engine	99B	1	\$ 0.00	\$ 0.00
10-speed Automatic Transmission (with 99B/99C)	44U	1	\$ 0.00	\$ 0.00
License Plate Bracket - Front	153	1	\$ 0.00	\$ 0.00
1st and 2nd row carpet floor covering (incl. floor mats, front and rear) Included w/ 65U	16C	1	\$ 0.00	\$ 0.00
Global Lock / Unjock feature	18D	1	\$ 0.00	\$ 0.00
Keyed Alike - 1284x	59B	1	\$ 46.00	\$ 50.00
Noise Suppression Bonds (Ground Straps)	60R	1	\$ 92.00	\$ 100.00
Rear Quarter Glass Side Marker Lights	63L	1	\$ 533.60	\$ 580.00
Cargo Storage Vault	63V	1	\$ 248.40	\$ 270.00
18 Inch Painted Aluminum Wheel (with 65U)	64E	1	\$ 0.00	\$ 0.00
Police Upgrade Package	65U	1	\$ 561.20	\$ 610.00
Front Headlamp Lighting Solution	66A	1	\$ 0.00	\$ 0.00
Tail Lamp Lighting Solution	66B	1	\$ 395.60	\$ 430.00
Rear Lighting Solution	66C	1	\$ 423.20	\$ 460.00
Police Wire Harness Connector Kit - Front/Rear	67V	1	\$ 184.00	\$ 200.00
Front Console Plate - Delete	85D	1	\$ 0.00	\$ 0.00
1/4 Size Picture in Picture	87M	1	\$ 0.00	\$ 0.00
Rear Spoiler Traffic Warning Lights	96T	1	\$ 1,380.00	\$ 1,500.00
LIGHTS TO HANDHELD SIREN .....16..... Part: SOUNDOFF HANDHELD LIGHT AND SIREN CONTROLLER .....1..... Part: SOUNDOFF 100WATT SIREN SPEAKER .....1..... Part: SOUNDOFF FRONT VISOR BAR RED W/ TAKE DOWNS (HAS OPTION FRONT CRASH DETECTION) .....1..... Part: TINT 2 FRNT WINDOWS TO MATCH REAR .....1..... Part: SOUNDOFF GRILL LAMPS R/W .....2..... Part: SOUNDOFF OEM 6" R/W DOME LAMP UPFRONT .....1.....		1	\$ 5,428.00	\$ 5,900.00
Delivery to Region 5	Reg 5	1	\$ 362.00	\$ 362.00
Term is Net 15 Days A.R.V. Delivery from factory to dealer is estimated at 16-20 weeks. This Quote Expires In 60 Days or final Order date, whichever comes first. Any attempt in canceling an order is subject to the manufacturers ability to cancel the order.	Total Price:		\$ 54,120.83	
Quantity on this Order: 1	Grand Total:		\$ 54,120.83	

To place an order please sign and date this proposal and return it to Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Van Bortel Ford Inc (WBE) Federal ID 16-1609383 Salesperson: George Lunney Quote: 37299

# Agenda Item

**#17**

Michael Gheller

Cornwall, NY 12586

01/14/2026

Joseph Gebert  
Chief of Police  
Town of Cornwall Police

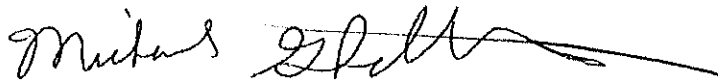
Dear Chief Gebert,

Please accept this letter as formal notice of my resignation from my position as police officer at the Town of Cornwall Police Department. My last day of employment will be 01/31/2026.

Thank you for giving me the opportunity to work in this position for the past few years. I have thoroughly enjoyed working here and appreciate all of the opportunities you have given me. However, I have decided it is time for me to move on to my next challenge.

Thank you again for the opportunity, and I wish you and Town of Cornwall Police Department all the best for the future.

Yours sincerely,

A handwritten signature in cursive script that reads "Michael Gheller". The signature is written in black ink and includes a long, sweeping horizontal line at the end.

Michael Gheller

# Agenda Item

#18

## Secretary Cornwall

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**From:** Ceil Iovine  
**Sent:** Monday, January 5, 2026 1:26 PM  
**To:** Secretary Cornwall; Jennifer McCormick  
**Cc:** Joseph Gebert; Debbie Jersey  
**Subject:** RE: Towing List 2026

The application from Pat's Towing has been received and the facility inspection was completed on December 31, 2025. We are requesting Pat's Towing be added to the 2026 Cornwall Tow List effective 2/1/2026.

Thank you.

---

**From:** Ceil Iovine  
**Sent:** Wednesday, December 10, 2025 1:51 PM  
**To:** Secretary Cornwall <Secretary@cornwallny.gov>; Jennifer McCormick <jmccormick@cornwallny.gov>  
**Cc:** Joseph Gebert <jgebert@cornwallny.gov>; Debbie Jersey <debbie@cornwallny.gov>  
**Subject:** Towing List 2026

Pending compliance of facility inspections and adherence to the Town Code, we are requesting the following companies be approved for the 2026 Tow List:

Michael Bigg Towing	(requirements met)
Quality Auto Towing	(requirements met)
Express Towing & Recovery	(requirements met)
Econo/Scott Hecht	(awaiting facility inspection)
Econo/Holly & Hunter	(awaiting facility inspection)

Regards,  
Ceil

*Cecilia J. Iovine*  
Deputy Town Clerk  
Town of Cornwall  
183 Main St.  
Cornwall, NY 12518  
[ceil@cornwallny.gov](mailto:ceil@cornwallny.gov)  
(845) 534-9100

# Agenda Item

#19

## **SUPERVISOR'S COMMITTEE APPOINTMENTS**

Supervisor Wojehowski will sit on all committees.

### **Tim McCarty – Deputy Supervisor**

Emergency Services (Cornwall EMS/NWEMS & Fire Service)

DPW (Highway/Sanitation/Buildings & Grounds)

Municipal Water & Sewer (Includes all external committees)

### **Mary Heed**

Building Department

Economic Development/Housing (Includes all internal and external committees)

Environmental/Conservation Advisory Committee/Moodna Watershed Council

### **Rokhsa Michael-Razi**

Parks and Recreation (Includes all internal and external committees)

Senior and Youth Programming

Sands Ring Homestead

### **Vacancy**

Comprehensive Plan Committee

Planning/Zoning Boards

Transportation

Communications

The Supervisor will be the liaison for the Strategic Budget Advisory Committee, Communications, Police, Human Resources/Workforce, Insurance and School District.

## **TOWN BOARD APPOINTMENTS**

Deputy Receiver of Taxes	Regina Hines
Tree Warden	Angelo Schembari
Moodna Creek Watershed Council Rep	Simon Gruber
Moodna Creek Watershed Council Alt Rep	Ed Warren
Emergency Management Director	Kurt W. Hahn
Town Holidays	See attached list
Committees, Boards & Bureaus	See attached list

## **Conservation Advisory Council (2 year term)**

Carol Gold	December 31, 2026
Carla Castillo	December 31, 2027
Christopher Howe	December 31, 2027
Kate Krimsky	December 31, 2027
Katy Stone Wallace	December 31, 2026
Nicole Augstein	December 31, 2026
Angelo Schembari	December 31, 2026
Kurt Chowanski	December 31, 2026
Edward Warren	December 31, 2026

## **Economic Development Advisory Committee (5 Year Term)**

Andrew Vaccarelli	December 31, 2029
Jason Burnham	December 31, 2026
Mary Heed	December 31, 2026
Hillary Stuchin	December 31, 2027
Steven Jones	December 31, 2028
Lucinda Poindexter	December 31, 2028
Sebastian Persico	December 31, 2029
Thomas Leibold	December 31, 2026
VACANT	December 31, 2026

**Sands Ring Board of Trustees (2 Years)**

Elsa Cameron	December 31, 2027
Joanna Doyle	December 31, 2027
Mary Beth Greene	December 31, 2027
Mary C. Davis	December 31, 2027
Sarah Racite	December 31, 2027
Scott Stewart	December 31, 2027
Colette Fulton	December 31, 2027
Christopher Crescenzo	December 31, 2027
Colleen Zlock	December 31, 2027

**Senior Advisory Committee**

Carmen Aponte  
Anne Fowler  
Alice Hall  
Patricia Johnson  
Elizabeth Longinott  
VACANT  
VACANT  
Recreation Department Representative

**Main Street Revitalization Committee (Annual Reappointments)**

Maureen Buckley  
Mary Davis  
Eileen Hartmann  
Elizabeth Heldt  
Michele Powell

**Parks and Recreation Committee (Annual Reappointments)**

Elizabeth Bruschi  
Sally Faith Dorfman  
Eileen Hartmann  
Elizabeth Heldt  
Michele Powell

**Zoning Board of Appeals (5 year term)**

Richard Randazzo	December 31, 2026
Eileen Regan	December 31, 2029
Cheryl Lee	December 31, 2030
Jackie Keegan	December 31, 2028
Lenora Ransom	December 31, 2027

**Planning Board (5 year term)**

Amy Richmond	December 31, 2026
Steven Drabick	December 31, 2028
Led Klosky	December 31, 2029
Randy Clark	December 31, 2027
Neil Novesky	December 31, 2030
John Hines	December 31, 2028
Mary Beth Greene	December 31, 2027

**Board of Ethics (5 year term)**

Catherine Fiorello	December 31, 2028
Richard Greenblatt	December 31, 2030
Anna Krafft	December 31, 2026
Andrew Pskowski	December 31, 2029
Justin Kimple	December 31, 2029

**Board of Assessment Review (5 year term)**

James Kline	September 30, 2027
VACANT	September 30, 2027
Dawn Patterson	September 30, 2028
Lauren Solner	September 30, 2026
VACANT	September 30, 2030

**Hazard Mitigation Planning Committee**

Thomas Gschwind, Town Highway Supt.  
Joseph Gebert, Chief of Police  
Michael Lamoreaux, P.E., Engineer for Town  
Gary Vinson, Building, Zoning and Fire Inspector for Town  
Patrick Hines, Fire Chief, Canterbury Fire District (Cornwall Fire Department)  
Michael Bigg, Representative of Cornwall EMS  
Walter Moran, Cornwall Central School District  
Kurt Hahn, Cornwall Emergency Management Coordinator

Village of Cornwall-on-Hudson  
(Representatives selected by Village)

Representative of Village Department of Public Works  
Representative of Storm King Engine Co.  
Representative of Village Water Department  
Representative of Village Police Department

# Agenda Item

#20

# Agenda Item

#21

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

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

Name of Applicant: Aaron Gaines/CPL Telephone No. 845-534-8282

Address of Applicant: 395 Hudson St., Cornwall, NY 12518

Email (required): againes@rcfs.org

Name & Location of Event: Cornwall Public Library presents Catskill  
Mountain Shakespeare's 'Hamlet' @ Town Hall Bandstand + Lawn

Date & Time of Event: Saturday, April 18, 2026 @ 2PM (total hours 1PM-4:30PM)

Description of Event: Free performance of Catskill Mountain Shakespeare's (CMS)  
90-minute touring production of 'Hamlet'. In case of rain, the performance  
will move to Munger Cottage.

Number of Participants: 6 actors; (approx.) 75 audience

Assistance from Town (police, crowd control, etc.) No on-site assistance needed.

We request law enforcement be notified of the event in case of emergency.

Description of security, crowd control, first aid plans proposed for event: CPL will provide a  
first aid kit. We request local EMS be notified of the event in case of emergency.

Description of provisions for sanitary facilities: Public restrooms will be available  
to audience. CMS will have access to CPL and Munger facilities.

Description of trash removal and clean-up plans: CPL staff and volunteers will  
remove trash after the event.

Description of live or record music if any & means of broadcast and/or amplification: Any  
music will be acoustic/unamplified or amplified by personal electronic device  
(phone or mini-amp)

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

Aaron Gaines (c) 916-335-2175 (w) 845-534-8282

Signature of person/persons in charge: A. Gaines

# Agenda Item

#22