

AGENDA
REGULAR BI-MONTHLY TOWN BOARD MEETING
MONDAY, March 28, 2022 at 7:00pm
1 Temple Dr., Tuxedo, NY 10987
Community Room

Call to Order
Pledge of Allegiance

Public Hearing - Creating Community Choice Aggregation Program

Public Hearing - Amending Chapter 98 of the Code of the Town of Tuxedo to Revise Special Use Permit Regulations for Existing Automotive Gas Stations

Public comments on Agenda Items

Agenda Items:

1. Resolution to approve Local Law “Creating Community Choice Aggregation Program”
2. Resolution to approve Local Law “Amending Chapter 98 of the Code of the Town of Tuxedo to Revise Special Use Permit Regulations for Existing Automotive Gas Stations”
3. Resolution to approve change order for Town Hall roof project
4. Resolution Authorizing Execution of Agreement with Warwick Humane Society for 2022 Animal Shelter Services
5. Resolution to retain Gary Rich – Licensed Land Surveyor, for survey of sewer system
6. Earth Day Cleanup approvals

Department Updates
Supervisor’s Update
Town Board Updates
Minutes

Vouchers

Public Comments

Any other Business that may come before the Board after this Agenda is posted

Adjournment

**TOWN BOARD MEETING
TOWN OF TUXEDO
Community Room
March 28, 2022**

Call to Order

_____ called to order the Town Board Meeting of March 28, 2022 at _____ pm

Pledge of Allegiance to the Flag

- Open Public Hearing

A Public Hearing regarding proposed Local Law “Creating Community Choice Aggregation Program” is called to order by _____ at _____ pm.

- Take Public Comments

- If ready to Close Public Hearing:

Motion made by _____, seconded by _____, that all persons desiring to be heard, having been heard, the Public Hearing regarding “Creating Community Choice Aggregation Program” be closed at _____ pm.

- Open Public Hearing

A Public Hearing regarding proposed Local Law “Amending Chapter 98 of the Code of the Town of Tuxedo to Revise Special Use Permit Regulations for Existing Automotive Gas Stations” is called to order by _____ at _____ pm.

Narrative Description from Marissa Logan:

The Code of the Town of Tuxedo will be amended by revising Section 51 Subsection D, titled “Individual standards for special uses. Automotive gas station,” of Chapter 98, titled “Zoning,” to delete the following sentence: “Nothing herein shall allow any increase in the amount of fuel stored on-site.”

The purpose of this local law is to remove a sentence within the current special use permit regulations for existing automotive gas stations that limits the expansion of fuel storage. It is the belief of the Town Board that limiting the amount of fuel on-site does not adequately allow for existing gas stations to replace existing tanks and make site improvements as technology advances, as newer technology tanks often have increased fuel capacity. The Town Board acknowledges that removing this prohibition does not automatically allow an existing station to increase fuel capacity and that existing site limitations and

Planning Board review of any proposed site plan/special use permit amendments are sufficient to limit and control proposed increased fuel storage at existing sites. As existing stations within the Town are limited, the Town Board also recognizes that the impact of this zoning code amendment will be minimal, yet still incentivize existing stations to update their fuel storage tanks as technology advances and safety measures are improved. There are no anticipated environmental impacts from this revision.

- Take Public Comments

- If ready Close Public Hearing

Motion made by _____, seconded by _____, that all persons desiring to be heard, having been heard, the Public Hearing regarding “Amending Chapter 98 of the Code of the Town of Tuxedo to Revise Special Use Permit Regulations for Existing Automotive Gas Stations” be closed at _____ pm.

Public Comments on Agenda Items

Agenda Item #1

**RESOLUTION OF ADOPTION
LOCAL LAW NO. 1 OF 2022
CREATING COMMUNITY CHOICE AGGREGATION PROGRAM**

WHEREAS, an introductory Local Law, entitled “Creating Community Choice Aggregation Program” was introduced before the Town Board of the Town of Tuxedo on February 28, 2022, and upon notice duly published and posted, a hearing was held on March 28, 2022, before the Town Board, and

WHEREAS, public discussion was heard at such hearing concerning the merits and environmental significance of said introductory local law,

NOW, THEREFORE,

BE IT RESOLVED, that the adoption of the introductory Local Law entitled “Creating Community Choice Aggregation Program” is a Type II action under SEQR and is hereby determined not to have a significant effect on the environment.

BE IT FURTHER RESOLVED, that the introductory Local Law entitled “Creating Community Choice Aggregation Program” of the Town of Tuxedo be and hereby is adopted as Local Law #1 of 2022 of the Town of Tuxedo on March 28, 2022.

On the motion of _____, seconded by
_____, the foregoing resolution was adopted on a
vote of ____ Ayes, ____ Nays.

Agenda Item #2

**TOWN OF TUXEDO
INTRODUCTORY LOCAL LAW NO. 2 OF 2022**

**A LOCAL LAW AMENDING CHAPTER 98 OF THE CODE OF THE TOWN OF TUXEDO TO REVISE
SPECIAL USE PERMIT REGULATIONS
FOR EXISTING AUTOMOTIVE GAS STATIONS**

WHEREAS, an introductory Local Law, entitled “A Local Law Amending Chapter 98 of the Code of the Town of Tuxedo to Revise Special Use Permit Regulations for Existing Automotive Gas Stations” was introduced before the Town Board of the Town of Tuxedo on March 14, 2022, and upon notice duly published and posted, a hearing was held on March 28, 2022, before the Town Board, and

WHEREAS, public discussion was heard at such hearing concerning the merits and environmental significance of said introductory local law,

WHEREAS, the Orange County Department of Planning finds no intermunicipal or countywide impacts, and

WHEREAS, the Town of Tuxedo Planning Board had no comments or objections to the proposal.

NOW, THEREFORE,

BE IT RESOLVED, that the adoption of the introductory Local Law entitled “A Local Law Amending Chapter 98 of the Code of the Town of Tuxedo to Revise Special Use Permit Regulations for Existing Automotive Gas Stations” is an Unlisted action under SEQR and is hereby determined not to have a significant effect on the environment.

BE IT FURTHER RESOLVED, that the introductory Local Law entitled “A Local Law Amending Chapter 98 of the Code of the Town of Tuxedo to Revise Special Use Permit Regulations for Existing Automotive Gas Stations” of the Town of Tuxedo be and hereby is adopted as Local Law #2 of 2022 of the Town of Tuxedo on March 28, 2022.

On the motion of _____, seconded by _____, the foregoing resolution was adopted on a vote of _____ Ayes, _____ Nays.

Agenda Item #3

Resolution to approve change order for Town Hall roof project - TABLE

Agenda Item #4

Resolution Authorizing Execution of Agreement with Warwick Humane Society for 2022 Animal Shelter Services.

Motion made by _____, seconded by _____, that the Town Board hereby authorizes to enter into an agreement with the Warwick Valley Humane Society for animal control services for the period January 1, 2022 through December 31, 2022.

DOGS

WARWICK VALLEY HUMANE SOCIETY CONTRACT
TO PERFORM SERVICES FOR THE
TOWN OF TUXEDO
- 2022-

THIS AGREEMENT, made the first day of January 2022, pursuant to the provisions of Article 7, Section 115 of the Agriculture and Markets Law, by and between the TOWN OF TUXEDO, a municipal corporation of the State of New York, with principal offices at 1 Temple Drive, Town of Tuxedo, Orange County, New York, party of the first part, and the WARWICK VALLEY HUMANE SOCIETY, INC., not for profit membership corporation of the State of New York, with the principal offices at 48 Public Works Drive and mailing address of P.O. Box 61, Town of Warwick, Orange County, State of New York, party of the second part – Federal E.I.N. 14-1506519.

WITNESSETH

FIRST: That the party of the second part, in consideration of the payment to it by the party of the first part of the sum of money to be paid in the manner and at the times hereinafter described, hereby covenant and agrees that:

1. The party of the first part, through its duly appointed agents and employees, within the corporate limits of the party of the first part, will seize and impound any stray dog(s) and/or unlicensed dog(s) and cause them to be transported Monday through Friday 9am-4pm, and Saturday and Sunday 12noon – 4pm (by its duly appointed DCO) with prior notification and telephone confirmation to the shelter facility provided by the party of the second part.
2. The party of the second part in accordance with New York State Agriculture and Markets Law, Article 7, Section 117, will maintain the facilities provided by it, in a clean and sanitary condition for seized dogs and for lost, stray or homeless dogs pursuant and as provided in sub-section 3. Unidentified dogs shall be held for a period of five days as provided in sub-section 4 and identified dogs shall be held in accordance with sub-section 6. Upon the expiration of the appropriate redemption period, unredeemed dogs shall be made available for adoption or euthanized per sub-section 7.
3. The party of the second part will properly care for all dogs in such shelter, which during the term hereof, shall be under the care and charge of competent employees, and shall be open to the public Monday through Sunday by appointments only until further notice as to be of service to the general public, except seven legal holidays, and when necessary to close for adverse weather conditions, emergencies, fundraisers, or shelter improvements.
4. It is understood and agreed to that the party of the second part shall provide the facilities of the shelter in connection with the enforcement of the Dog Ordinance of the Town of Tuxedo.
5. It is understood and agreed to that the party of the first part will make known to the residents of Tuxedo the details of this dog impoundment arrangement.
6. The party of the second part will comply with all applicable provisions of the Public Health law of the State of New York, and Orange County Health Department during the term of this agreement
7. The party of the second part shall provide the party of the first part, on a quarterly basis, with the identity of each impounded dog from the Town of Tuxedo; the length of impoundment, and the disposition of each.
8. The fees and appropriate documents collected for all related impoundments by the party of the second part shall be forwarded to the party of the first part on a quarterly basis.
9. All fees (including medical) relating to the boarding of dangerous dogs shall be court ordered by the Tuxedo Town Justice to be paid by the owner of the dog to the Warwick Valley Humane Society. The party of the first part agrees to cooperate with party of the second part in any attempt by the party of the second part to obtain reimbursement for the court ordered fees relating to dangerous dogs from any dangerous dog owner. The court ordered euthanasia and cremation of the dog deemed dangerous by the court shall be the sole responsibility of the dog owner.

SECOND: In consideration of the performance by the party of the second part of the terms of this agreement, the party of the first part hereby agrees to pay the party of the second part for the sheltering and care of impounded dogs from the Town of Tuxedo based on the fee of \$85.00 per dog. A voucher will be submitted quarterly for the payment of fees by the Town of Tuxedo to the Warwick Valley Humane Society within thirty (30) days.

THIRD: Warwick Valley Humane Society, Inc. will impose and collect a \$20.00 per diem boarding fee after the first twenty-four-hour period of impoundment to be used for the care (cleaning, feeding, medicating if required by a NYS licensed veterinarian) of a dog until redeemed on or before the 5th day or forfeited after day five.

FOURTH: In the event that the Dog Control Officer (DCO) of the Town of Tuxedo is unavailable and the services of an Animal Control Officer is needed and requested by the Town of Tuxedo and/or its Police Department(s), the Animal Control Call-Out fee is \$100.00 per occurrence.

FIFTH: Any infraction of this agreement by the party of the first part will result in immediate cancellation of the agreement and no further services will be provided by the party of the second part.

SIXTH: This agreement shall be effective January 1, 2022 and shall terminate on December 31, 2022.

IN WITNESS THEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this agreement to be signed by their duly authorized officers, the date and year written below.

TOWN OF TUXEDO

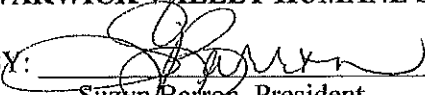
BY: _____

Sworn and Subscribed To

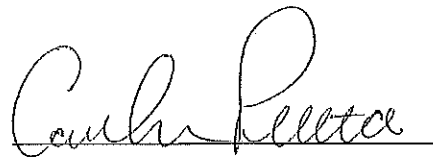
before me this _____ day

of _____, 20____

WARWICK VALLEY HUMANE SOCIETY, INC.

BY: 
Suzyn Barton, President

Sworn and Subscribed To



before me this 24th day

of MARCH, 2022

Carolyn Purta
Notary Public, State of New York
No. 01PU6073570
Qualified in Orange County
Commission Expires April 22, 2026

CATS

WARWICK VALLEY HUMANE SOCIETY CONTRACT
TO PERFORM SERVICES FOR THE
TOWN OF TUXEDO

- 2022 -

THIS AGREEMENT, made the first day of January 2022, by and between the TOWN OF TUXEDO, a municipal corporation of the State of New York, with principal offices at 1 Temple Drive, Town of Tuxedo, Orange County, New York, party of the first part, and the WARWICK VALLEY HUMANE SOCIETY, INC., not for profit membership corporation of the State of New York, with the principal offices at 48 Public Works Drive and mailing address of P.O. Box 61, Town of Warwick, Orange County, State of New York, party of the second part – Federal E.I.N. 14-1506519.

WITNESSETH

FIRST: That the party of the second part, in consideration of the payment to it by the party of the first part of the sum of money to be paid in the manner and at the times hereinafter described, hereby covenant, and agrees that:

1. Should the party of the first part, through its duly appointed agents, residents, and employees, within the corporate limits of the party of the first part, seize any stray cat(s), such cat(s) may be transported to the shelter facility provided by the party of the second part Monday through Friday 9am-4pm, with prior notification and telephone confirmation to the party of the second part. The transporting party must present to the Warwick Valley Humane Society, a letter of authorization signed by the Town Clerk of Tuxedo. Before leaving the animal shelter, the transporting party must sign a surrender form detailing the description of the cat and the name and address of the person surrendering the cat as well as sign an affidavit attesting that the cat is indeed a stray and not owned by the transporting party or any acquaintance of same.
2. The party of the second part will maintain the shelter facility provided by it, in a clean and sanitary condition for surrendered cats and those cats deemed un-safe and un-adoptable, will be humanely euthanized.
3. It is understood that the party of the first part will make known to the residents of Tuxedo the details of this cat intake arrangement.

SECOND: The party of the second part will comply with all applicable provisions of the Public Health Law of the State of New York and the Orange County Health Department during the term of this agreement.

THIRD: The party of the second part shall submit a voucher to the party of the first part, on a quarterly basis, with the number of cats brought to the Warwick Valley Humane Society facility during that quarter.

FOURTH: In consideration of the performance by the party of the second part of the terms of this agreement, the party of the first part hereby agrees to pay to the party of the second part, the sum of \$100.00 per cat payable in full no later than January 31, 2023.

FIFTH: Any infraction of this agreement by the party of the first part will result in the immediate cancellation of the agreement and no further services will be provided by the party of the second part.

SIXTH: This agreement shall be effective January 1, 2022 and shall terminate on December 31, 2022.

IN WITNESS THEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this agreement to be signed by their duly authorized officers, the date and year written below.

TOWN OF TUXEDO

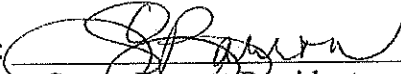
BY: _____

Sworn and Subscribed To _____

before me this _____ day

of _____, 20____

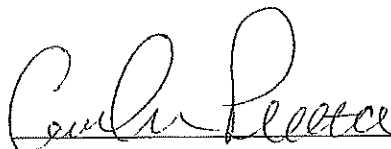
WARWICK VALLEY HUMANE SOCIETY, INC.

BY: 
Suzyn Barron, President

Sworn and Subscribed To _____

before me this 24th day

of MARCH, 2022



Carolyn Purta
Notary Public, State of New York
No. 01PU6073570
Qualified in Orange County
Commission Expires April 22, 2026

Agenda Item #5

Resolution to retain Gary Rich, Licensed Land Surveyor, for survey of sewer system

On a motion made by _____, seconded by _____, the Town Board of the Town of Tuxedo hereby approves hiring Gary Rich according to the attached proposal dated March 16, 2022 with the following costs:

- \$12,000 for the Boundary and Topographic Survey and
- \$600 per easement map.

GARY R. RICH
LICENSED LAND SURVEYOR
24 LANG DRIVE
PINE BUSH, NEW YORK 12566
(845) 361-3022 grich@hvc.rr.com

March 16, 2022

Sean Hoffman, PE
Town of Tuxedo
1 Temple Drive
Tuxedo, NY 10987

Dear Sean,

We are pleased to submit a proposal for survey work to be performed for the sewer realignment and proposed pump station on Contractors Road in the Town of Tuxedo, Orange County, New York, tax map section 12 as follows:

1. Topography and site plan of outlined area of Contractors Road as specified by Engineer. Boundary of the right away lines and the parcels affected. \$12,000.00
2. Easement maps and legal descriptions (as needed) to be billed at \$600.00/map.

If this proposal meets your approval, please return with your signature. Thank you for contacting us and we are looking forward to working with you.

Sincerely,



Gary R. Rich, LLS

X _____
Signature Date

Agenda Item #6

Earth Day Cleanup suggested by Tuxedo Union Free student, Marley Vaught.

Department Updates:

TOWN SUPERVISOR/TOWN BOARD UPDATE:

Resolution Accepting Minutes

Motions made by _____, seconded by _____ to accept the Minutes of the Regular Bi-Monthly Town Board Meeting held on March 14, 2022.

VOUCHERS

Motion made by _____, seconded by _____, that the following vouchers, having been audited by the Town Board, are hereby approved for payment

Claim numbers: 2012919808 through 3012919860
Voucher 2012919855 was deleted at the request of Rob Dollbaum

General Fund :	\$73,730.27
Part-Town Fund:	\$3,234.30
Highway Town Wide :	\$41,347.40
Highway Part Town	\$215.94
Hamlet Sewer District	\$2,307.13
Refuse and Garbage	\$30,516.24
Trust and Agency	\$7,121.00
Total Abstract Amount:	\$158,472.28

Other Business

PUBLIC COMMENTS

ADJOURNMENT

Motion made by _____ seconded by _____, to adjourn the meeting at _____ pm.