

AGENDA

REGULAR BI-MONTHLY TOWN BOARD MEETING

Community Room, 1 Temple Dr., Tuxedo, NY 10987 and via Zoom

Monday, June 26, 2023 at 7:00pm

Call to Order

Pledge of Allegiance

Commendation Awards

Presented to Daisy Troop 40264 Members for donating their cookie sales to the Tuxedo Summer Camp Tuition Program

Public Hearing

Proposed amendments to the 2022 Special Use Permit for the Tuxedo Farms Planned Integration Development

Public Comment on Agenda Items

Agenda Items

1. Resolution to enter into an agreement with the Renaissance Entertainment Corporation
2. Resolution to consider accepting bid proposal for Repairs to Train Station project
3. Resolution Settling of Tax Certiorari Claim
4. Resolution to authorize RFP for Highway Truck
5. Resolution to authorize bid packet for Police Vehicle Outfitting
6. Resolution to appoint Summer Camp employees

Discussion Items

- Proposed Short-Term Rental local law
- Consideration for hiring an additional full-time police officer

Department Updates

Supervisor's Update

Town Board Update

Minutes

Vouchers

Public Comments

Other Business

Adjournment

Call to Order

_____ called to order the Town Board Meeting of June 26, 2023 at _____pm.

Pledge of Allegiance to the Flag

Commendation Awards

Presented to Daisy Troop 40264 Members for donating their cookie sales to the Tuxedo Summer Camp Tuition Program

- Retaj Aboushady
- Olivia Abrucci
- Abigail Clarke
- Charlie Evans
- Phoebe Fuller
- Arabella Hargroves
- Isabella Humphrey
- Raina Mallek
- Athena Mammato
- Virginia Potouridis
- Jocelyn Stearns

Public Hearing - Proposed amendments to the 2022 Special Use Permit for the Tuxedo Farms Planned Integration Development

Open Public Hearing:

A public hearing on Proposed amendments to the 2022 Special Use Permit for the Tuxedo Farms Planned Integration Development was opened by _____ at _____pm.

Open Public Comments

Keep PH Open? Close PH?

Public Comment(s) on Agenda Items

Agenda Item #1 – Resolution to enter into an agreement with the Renaissance Entertainment Corporation

AGREEMENT BETWEEN
RENAISSANCE ENTERTAINMENT CORPORATION
AND
THE TOWN OF TUXEDO

THIS AGREEMENT made this ___ day of June 2023, by and between Renaissance Entertainment Productions, Inc. d/b/a New York Renaissance Faire®, with its principal place of business at 600 Route 17A, Tuxedo, New York (hereinafter referred to as the "Faire") and the Town of Tuxedo, a Municipal Corporation with its principal place of business at One Temple Drive, Tuxedo, New York (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS the New York Renaissance Faire® is a popular recreational attraction geographically located off Route 17A, in proximity to Sterling Forest® State Park in Tuxedo, New York, in the Town of Tuxedo, County of Orange, State of New York; and

WHEREAS, in order to protect the health, safety and welfare of the general public and to keep peace in said area, it is necessary and desirable that additional police and traffic control protection be provided at the aforesaid site; and

WHEREAS, the Faire has requested the Town and its Police Department to provide the additional manpower necessary for the aforesaid peace-keeping purposes; and

WHEREAS, the Town has agreed to make the Tuxedo Police Department's manpower available for traffic control and peace-keeping purposes at the aforesaid Faire on the terms and conditions hereinafter set forth; and

WHEREAS it is necessary and desirable for the parties to formalize their agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

1. The purpose of this Agreement is for the Town of Tuxedo Police Department to provide police protection to the general public at or near the entrance to the Faire located on Route 17A in the Town of Tuxedo, New York, with respect to the ingress and egress of the public at said site. The parties acknowledge that additional public safety officers shall be provided by the Orange County Sheriff's Office and the New York State Troopers pursuant to separate agreements with the Faire. Attached to this Agreement is a Security Plan detailing the staffing being provided by the Orange County Sheriff and by the New York State Police pursuant to contract with Faire.
2. The Town of Tuxedo Police Department shall make a portion of its manpower available to provide traffic direction, security, and general assistance with respect to the aforesaid FAIRE and Route 17A and the immediate surrounding area on the terms and conditions hereinafter set forth.
3. The Town of Tuxedo Police Department shall provide, for the aforesaid purposes, one (1) employee officer in one (1) vehicle on each Saturday and Sunday beginning August 26, 2023 through October 8, 2023, as well as Labor Day (Monday, September 4, 2023) from 10:00 a.m. to 7:30 p.m., including travel time, for the term of this Agreement at a rate of \$120.00 an hour per officer. In addition, Faire shall reimburse The Town for all expenses related to the deployment of up to six (6) Traffic Guards,

assigned at the discretion of the Tuxedo Police Chief or Police Lieutenant, who are billed at an hourly rate of \$27.

a. Faire, however, may, from time to time, request such additional officers and vehicles as it may require, and the Police Department may provide said manpower, upon notice to the Police Chief or, in his absence, the Police Lieutenant, on the same terms and conditions applicable to the first one (1) officer and one (1) vehicle provided. If the Police Chief or Police Lieutenant feel that two officers are required for any given shift, they can assign a second officer to that shift, or any part of that shift, without consulting the Renaissance Faire, with billing on the same terms and conditions applicable to the first officer and vehicle provided.

4. All staff provided by the Town will be considered employee of the Town and will receive all pay and benefits from the TOWN for work at the Faire.

a. The Town shall report to Faire on a weekly basis the days, times and hours worked by its employees. Faire will reimburse the Town for the full amount of any and all costs associated with the performance of the services by the Town, including a police vehicle operation and maintenance fee of \$100.00 per day and also including the employee's regular rate of pay, overtime where necessary, health and retirement benefits, and all other fringe or employment benefits due as compensation to the employee.

b. The Town will provide Faire with a weekly accounting of the vehicle charges and manpower expenses incurred. Payment from the Faire to the Town, as and for compensation for providing the services herein, will be made within thirty (30) days from the date of such statement.

5. An Escrow deposit of \$19,500 to be applied towards the Town costs is payable to the Town of Tuxedo, no later than Friday, August 11th, 2023. It is estimated that the cost for Police Officer coverage is \$52,000 based on 2022 services provided. The additional Traffic Agent detail is estimated to be \$26,000.

6. FAIRE agrees not to supervise or otherwise interfere with the Town of Tuxedo Police Department in its attempt to perform its duties and obligations hereunder, and Faire further agrees not to control, direct, or instruct the Town of Tuxedo Police Department, its agents, or employees, with respect to its aforesaid duties and obligations.

7. The intent of this agreement is to cover all of the Town's expenses that may be incurred. Based upon prior experience, the two categories and estimates of expenses (manpower and automobile) are contemplated to be sufficient. If, during the course of the contract season, the parties become aware of additional or excessive costs being incurred, the parties will work together to minimize such additional expenses and to arrive at a mutually agreeable payment plan.

8. This Agreement shall commence on August 11, 2023 and shall continue in full force and effect until the later of October 8, 2023 or full payment having been received by the Town, unless sooner terminated by three (3) days' written notice from either party to the other. This Agreement may be amended from time to time, in writing, by the parties hereto.

8. The Town acknowledges, represents, and agrees that its officers, agents, servants and/or employees will neither hold themselves out as, nor claim to be, employees of the Faire.

9. Faire, at its sole cost and expense, shall maintain a policy of general and comprehensive public liability insurance against claims for personal injury, death or property damage occurring upon the site and surrounding area; such insurance to afford protection with limits of not less than \$1,000,000.00 for the death or injury of one person, \$3,000,000.00 for the death or injury of more than one person per accident or occurrence, and \$500,000.00 for damage to property. All policies of insurance shall include the Town as a named insured. All policies shall further provide that they may not be cancelled, terminated or amended except after at least twenty (20) days' prior written notice to the Town. All policies of insurance shall be written by companies authorized to do business in the State of New York and approved by the Town. Said approval shall not be unreasonably withheld. Faire shall provide the Town with certificates of all insurance policies required by this Paragraph and said certificates shall comply with the provisions of this Paragraph. Faire shall make all policies of insurance which the Faire maintains pursuant to the provisions of this Paragraph available to the Town's inspection in the event the Town makes a request for such an inspection.

10. This Agreement shall be governed by the Laws of the State of New York. It constitutes the entire Agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

11. This Agreement sets forth the entire understanding and agreement between the Town and Faire and supersedes any prior or contemporaneous oral or written agreements or representations.

Agenda Item #2 - Resolution to consider accepting bid proposal for Repairs to Train Station project

Agenda Item #3 - Resolution Settling of Tax Certiorari Claim

TOWN OF TUXEDO

RESOLUTION

Settling of Tax Certiorari Claim

At a meeting of the Town Board of the Town of Tuxedo, County of Orange, State of New York, held at Town Hall in said Town on the 26th day of June, 2023;

WHEREAS, SAID & KAREN HAIDAR have commenced a tax certiorari proceeding against the Town of Tuxedo in the Supreme Court of the State of New York, County of Orange for the following years:

2022-23 tax assessment year bearing Orange County Index # EF004108-2022

WHEREAS, it appears from the recommendation of the Town Assessor and Kara J. Cavallo, Esq., of J&G Law, LLP, counsel for the Town of Tuxedo in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the Town would involve considerable expense with the attendant uncertainty of the outcome and that the settlement of the above matter as more fully set forth below is reasonable and in the best interests of the Town; and

WHEREAS, SAID & KAREN HAIDAR, are willing to settle this proceeding without interest, costs or disbursement, in the following manner:

(1) That the proceeding for the 2022-23 tax year be compromised and settled by the assessment being reduced from \$690,000 to a total assessment of \$621,000 for a total reduction in assessment of \$69,000 for tax map no. 103-1-5;

(2) That the Petitioner's real property taxes on said parcel above described for the 2022-23 School taxes and for the 2023 County and Town taxes be adjusted accordingly and the Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be;

(3) That the assessment for the 2023 assessment year shall be reduced to \$621,000 with the provisions of Real Property Tax Law §727 to apply.

NOW, BE IT THEREFORE RESOLVED, that the proposed settlement as set forth and described above is hereby accepted pursuant to §68 of the Town Law, and it is further;

RESOLVED, that Jim Davies, Assessor of the Town of Tuxedo and Kara J. Cavallo, Esq. on behalf of J&G Law, LLP, be and they hereby are designated as the officers of the Town who shall apply for such approval pursuant to the aforesaid section and law and be it further;

On a motion by Councilperson _____, seconded by Councilperson _____, the foregoing resolution was adopted to a vote of _____Ayes, _____Nays.

Agenda Item #4 - Resolution to authorize bid packet for Highway Truck

Agenda Item #5 - Resolution to authorize bid packet for Police Vehicle Outfitting

Motion made by _____, seconded by _____, that
the Town Board of the Town of Tuxedo hereby authorizes the Town Supervisor to

Discussion:

Short Term Rentals

Department Updates:

TOWN SUPERVISOR/TOWN BOARD UPDATE:

MINUTES

Motion made by _____, seconded by _____ to accept the Minutes of the Regular Bi-Monthly Town Board Meeting held on June 12, 2023.

VOUCHERS

Below are any vouchers exceeding \$5000:

On a motion made by _____, seconded by _____, that the following vouchers, having been audited by the Town Board, are hereby approved for payment:

Claim numbers:

General Fund:	
Part-Town Fund:	

Highway Town Wide:	
Highway Part Town	
Hamlet Sewer District	
Refuse and Garbage Disposal	\$
Trust and Agency	\$
<u>Total Abstract Amount:</u>	\$

PUBLIC COMMENTS

ADJOURNMENT

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