

AGENDA

REGULAR BI-MONTHLY TOWN BOARD MEETING

MONDAY, June 13, 2022 at 7:00pm

Via Webex

<https://www.tuxedogov.org/webex-virtual-meetings>

Call to Order
Pledge of Allegiance

Public Comment on Agenda Item

Agenda Item:

1. Resolution to approve equipment for Tuxedo PD

Discussion Items:

1. Tuxedo PD/Community Project – Lucky Park Cleanup
2. Update on Hamlet Revitalization

**Needs to be added to discussion - Police Vehicles

Monthly Reports
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 (Summer Camp agreement)

Adjournment

**TOWN BOARD MEETING
TOWN OF TUXEDO
Via Webex
June 13, 2022**

Call to Order

_____ called to order the Town Board Meeting of June 13, 2022 at _____ pm

Pledge of Allegiance to the Flag

Agenda Item:

1. Resolution Approving and Authorizing Supervisor to Sign Mobile Data Terminal INTERMUNICIPAL AGREEMENT with Orange County

***TOWN OF TUXEDO*
County of Orange, State of New York**

Resolution

Approving and Authorizing Supervisor to Sign
Mobile Data Terminal
INTERMUNICIPAL AGREEMENT
with Orange County

Introduced by: _____

Seconded by: _____

Date of Adoption: _____

WHEREAS, the Town of Tuxedo desires to enter into the annual agreement with the County of Orange, to provide a MDT (mobile data terminal consisting of a **Havis Docking station, a AP-Cell GPS, a Panasonic Toughbook CF-55 and Installation of the Equipment** for a vehicle at no cost to Tuxedo Town; and

WHEREAS, the Town of Tuxedo Town Board has reviewed the Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Town Board hereby approves and authorizes the Supervisor to sign the Agreement in the form annexed with the County of Orange,



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT (“IMA”) is entered into as of the **1st day of June, 2022** by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through the Office of the Orange County Sheriff (“Sheriff’s Office” which together with the County of Orange may be collectively referred to herein as the “COUNTY”) and the **TOWN OF TUXEDO**, a municipality within the State of New York, with its principal offices at 1 Temple Drive Tuxedo, NY 10982, by and through its Police Department (“MUNICIPALITY”).

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is the recipient of grant funds (“County Grant Funds”) from the State of New York (“State”) Law Enforcement Terrorism Prevention Program (SLETPP) (“Grant Program”), which grant funds are federal funds provided by the United States Department of Homeland Security (“USDHS”) that are administered by the State Division of Homeland Security and Emergency Services (“Grantor”). The County Grant Funds have been dispersed to the COUNTY for the purposes of expanding the COUNTY’s regional capacity to respond to terrorist or all-hazard events, enhancing counter-terrorism investigative and law enforcement capabilities, upgrading intelligence analysis and production levels, protecting critical infra-structure and preventing or protecting against a chemical, biological, radiological, nuclear or explosive event.

To that end, subject to the terms and conditions of this IMA, the COUNTY hereby awards to the MUNICIPALITY that equipment identified on Schedule A to this IMA, which Schedule A is attached to and made a part of this IMA (“Equipment”). The acceptance of the Equipment and all activity of the MUNICIPALITY relating to the Equipment must be in full compliance with the terms and conditions this IMA, applicable provisions of federal, State, and local laws, rules, and regulations, the COUNTY’s Grant Agreement with the Grantor together with all appendices annexed thereto pursuant to which the County Grant Funds were dispersed to the COUNTY, a copy of which agreement is marked as Exhibit A, attached to, and made a part of this IMA (“County Grant Agreement”), and the Grant Program administrative and fiscal guidelines.

ARTICLE 2. EXECUTORY CLAUSE.

The COUNTY shall have no liability under this IMA to the MUNICIPALITY, or to anyone else, beyond funds appropriated and available for this IMA.

ARTICLE 3. TERM

The term of this IMA commences on June 1, 2022 and ends August 30, 2022 (“Term”).

ARTICLE 4. PROCUREMENT OF IMA

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the Equipment paid hereunder from the MUNICIPALITY. This remedy, if effected, will not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor will it constitute a waiver of the COUNTY’s right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 5. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and will not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest

MUNICIPALITY if the County Grant Funds for such reimbursement are available to the COUNTY to pay such costs. MUNICIPALITY acknowledges and agrees that any funds due to COUNTY because of disallowed expenditures after audit will be MUNICIPALITY's responsibility.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein are not exclusive and are in addition to any other rights and remedies provided by law, in equity, or under this IMA.

ARTICLE 12. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the Equipment and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 13. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the Term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 14. GOVERNING LAW

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

This IMA is governed by the laws of the State. The MUNICIPALITY shall utilize the Equipment in accordance with this IMA and applicable provisions of federal, State, and local laws, rules, regulations, and Grant Program administrative and fiscal guidelines.

ARTICLE 15. NO ARBITRATION

Any and all disputes involving this IMA, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the COUNTY, but must instead only be heard in the Supreme Court of the State, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 16. ENTIRE AGREEMENT; ORDER OF PRECEDENCE; SEVERABILITY

The rights and obligations of the parties and their respective agents, successors, and assignees are subject to and governed by this IMA, which supersedes any other understandings or writings between or among the parties. In the event of a conflict by and among the main body of this IMA (Articles 1 through 17) and Schedule A, the terms and conditions of the main body of this IMA (Articles 1 through 17) will control over the terms and conditions of Schedule A. In the event of a conflict by and among the IMA including Schedule A and Exhibit A, the terms and conditions of Exhibit A will control. Any provision of this IMA including Schedule A that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions of the IMA.

ARTICLE 17. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA will be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that are not made in compliance with the above, and which impose on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA apply with full force and effect to any such amendment, modification or change order.

Other Business ?

1. Summer Camp agreement

Discussion Items:

1. Lucky Skate Park Clean Up

2. Update on Hamlet Revitalization

3. Police Vehicles

Considerations for Town of Tuxedo Police Fleet Vehicles

I) Introduction

The Town of Tuxedo encompasses 47 square miles.

Two State Highways and 3 County Highways make up the most of the thoroughfare in terms of transport around town.

These roads traverse through mountains and valleys, many twisty and full of hills.

A leisurely ride from one end of the jurisdiction to the other takes close to 20 minutes.

During an emergency, a town of Tuxedo Patrol does not have the luxury of leisure, instead a patrol must get quickly and safely to its destination to be of service to the emergency caller, no matter the road conditions the patrol will face. From traffic, to weather, to mountains and yes, even wild animals, a Tuxedo Patrol must perform, safely, reliably and dependably.

In order to perform the task of policing, a hardy vehicle is necessary.

Manufacturers put out a display of various vehicles stating they are designed for such purpose. Some vehicles are, some are not, despite the claims.

In any case, the residents, commuters, of which there are thousands per day, and visitors in the Town of Tuxedo need and expect police services, and police officers require the tools necessary to deliver such services, chief amongst such tools is the patrol vehicle. Such vehicle must be dependable and capable, in all weather, including snow storms, rain storms and all other conditions.

Thus, it is imperative that the Town of Tuxedo Police Department choose the proper vehicle amongst the presentations to get the job done.

It is practice among most Police Departments to remove a vehicle from a fleet when mileage reaches 120,000. Some departments will only go to 75,000 or 100,000. And some departments will only keep a vehicle in service for a certain number of years, between 3 and 5. Budgets will usually be the most dominant feature when making these determinations. See two articles, attached, that address vehicle mileage and age retirement from fleet.

The Town of Tuxedo does not have any such policy for vehicle retirement, however, in recognition of the practice, it is wise to examine your vehicle condition and be pro-active in rotating dependable vehicles into your fleet as vehicles will be prone to break down with the high mileage, resulting in costly repairs and extended down time. Such policy must be implemented in full cooperation with the Town Board. Often enough, our vehicles are replaced when it

becomes too expensive to continue to address repeated repairs and down time has rendered vehicles useless.

The Town of Tuxedo police department has been lucky enough to maintain 9 vehicles in its fleet currently. These vehicles are rotated amongst the officers on shift or assigned to officers, which results in an officer taking pride in his assigned vehicle and being proactive in its upkeep.

II) Current Fleet Condition

1) The mileage condition of our vehicles is as follows:

962 is a 2013 Ford Police Interceptor all-wheel drive with 157,000 miles.

963 is a 2015 Ford Police Interceptor all-wheel drive with 133,300.

964 is a 2013 Ford Police Interceptor all-wheel drive with 190,971 miles.

965 is a 2020 Ford Police Utility (SUV) all-wheel drive with 18,046 miles.

966 is a 2020 Ford Police Utility (SUV) all-wheel drive with 31,229 miles.

9767 is a 2012 Chevrolet Tahoe SUV 4-wheel drive with 120,000 miles.

968 is a 2012 Chevrolet Tahoe SUV 4-wheel drive with 115,145 miles.

969 is a 2015 Ford Police Interceptor all-wheel drive with 121,585 miles.

970 is a 2021 Chevrolet Tahoe SSV (Special Services Vehicle) 4 wheel drive with 13,700 miles.

2) Condition

- a. 962 is out of service for fuel pump and sensor issues, Highway Mechanic Travis Artrip has been waiting for replacement parts for 2 weeks.
- b. 963 is in service.
- c. 964 has been out for repairs at the time of your reading this document, at Mahwah Ford for about a month, after repeated repairs to various breakdowns including turbos, and transmission issues.
- d. 965 is in service.
- e. 966 is in service but has a check engine light on, Artrip is scheduling repair but vehicle is drivable.
- f. 967 is in service.
- g. 968 just went out of service 6/3/22 and needs a transmission.
- h. 969 has been out of service for about 1 week awaiting repairs for a transfer case.
- i. 970 is in service.

3) Half of our fleet, especially those with high mileage, is out of service.

4) 9 vehicles may seem a bit of a high number for our department, however, it is how we've kept our mileage down and the vehicles in service.

- 5) It is a wise decision to rotate some of these vehicles out of service as soon as possible, as very expensive and repeated repairs, extensive down time along with lack of dependability and possible danger to officers exist with the older, high mileage vehicles.
- 6) As we consider new purchases, we need to consider what we should purchase to rotate into the fleet.

III) Vehicle purchase considerations.

- a. When we look at vehicle purchases, several concerns are important:
 - i. Dependability
 - ii. Safety
 - iii. Performance for the tasks of policing
 - iv. Weather and hazard capabilities.
 - v. NYS or other competitive bidding and procurement processes.
 - vi. Special considerations (electric vehicles, unmarked for detective work, supervisory and other non-uniform, non-descript low key functions, etc.)
 - vii. How well does it fit into our program in terms of costs; both short and long term, duty expectations and performance?

IV) Fleet offerings-What is out there? What is on NYS Bid?

- a. Chevrolet
 - i. Tahoe SSV (Special Services Vehicle)
 - ii. Tahoe PPV (Police Pursuit Vehicle)
 1. The two above are full time 4 wheel drive, necessary to allow police to get to calls for service during snow storms and other inclement weather or environmental obstacles.
- b. Ford
 - i. Police Interceptor Utility
 1. All wheel drive.
 - ii. Ford Mustang-E (not a police package, but Town wants electric vehicle options)
 1. Electric vehicle possibility. Has no police package, instead it is being converted by some departments, but scored very low as a police vehicle.
- c. Chrysler/ Dodge
 - i. Dodge Durango Pursuit SUV (only all wheel drive).
 - ii. Dodge Charger pursuit vehicle (Has all wheel drive option)
 - iii. Dodge Special Services Vehicle (Not pursuit rated, 4 wheel drive is optional, raising vehicle costs).
- d. All three major manufactures also make a pick up truck, 4 wheel drive, which I suggest would be great for Tuxedo PD to haul cones, barricades and which would be capable in other special circumstances, but I think we should wait until the fleet is replenished somewhat and stable.

- e. Costs on state bid for the for the vehicles offered should be around \$35,000, however, we have to wait for bid openings for actual price.

V) Summary

- a. As shown, the Tuxedo Police Department fleet is old and many of the vehicles should be replaced. Failure to do so will result in further very expensive repairs and down time. Departments with a vehicle policy would be replacing these vehicles already, or as soon as possible. We are down to 5 vehicles to be used amongst 13 officers. The miles are piling up on the cars we have left, and the earliest projection in that 969 will be back in no less than 1 week.
- b. In considering what we should rotate in, I and the members highly suggest 2 Chevrolet Tahoe Police Pursuit vehicles. These vehicles will allow us to meet the residents demand for service in many ways. Most importantly, they will get us through the deep snow storms that the other vehicles can not get us through. Additionally, they allow us to perform the traffic demands that are necessary.
- c. Our other 4x4's are 10 years old and one has just blown a transmission. The 4x4's are the work horses of our fleet and are a must during the deep snow storms. No matter what we face, we must answer the call from residents.
- d. The Tahoe has received the highest dependability rating of all vehicles presented for police use, other than the pick up trucks, which are limited, specialty vehicles.
- e. The rest of the vehicles can be rotated out as needed and once again I suggest we use SUV's for the future, especially those equipped with four wheel drive. Ford is not making a patrol car any more, nor is Chevrolet. Dodge still has the charger offering, but the cars are becoming an outdated notion. SUVs get the job done and have all around capabilities while getting gas mileage just as good as the car type vehicles, and are pursuit rated.
- f. Electrical vehicles are not offered as police packages, with upgraded suspensions, pre-wiring packages and other needed items. They will need power charging stations installed. They must have down time for recharging. They will not make it through a shift in the Town of Tuxedo. They do not have 4 wheel drive, off road capability.
- g. Sergeant Eichengreen, an electrical vehicle owner for a few years, has written his opinion concerning electrical vehicles. Please read it. Such vehicles are not ready as police use vehicles in a stand alone capacity.
- h. Electrical vehicles can make a nice supplement to the fleet in pristine conditions, but they can not be relied upon on a cold winter night to get through a shift, nor get officers where they need to go. Lastly, they can not be immediately pressed back into service as they will need to recharge. If there is a power outage, they can not be charged at all.

Respectfully submitted,

Lt John P Norton

Monthly Reports

Supervisor English is in receipt of the following monthly reports:

- Justice Court
- Town Clerk

Justice Information**Municipal Name** Town of Tuxedo**Justice ID** 3338400**Justice Number** 407**Justice Name** Shawn Brown

Thank you for submitting your monthly Justice Report. You will receive an email with the status of your report. Please print and retain this page for your records as confirmation of your filing.

Submission Log

06/02/2022 10:10:28 AM / Shawn Brown / Town of Tuxedo / Submitted Document

Report Certification**Date Filed** 06/02/2022**Report Period** 05/2022**Report Amount** \$38,091.00**Date Check Sent to CFO** 06/02/2022**AC-1030 Report File** AC220533.407

Justice Information	
Municipal Name	Town of Tuxedo
Justice ID	3338400
Justice Number	444
Justice Name	Alyse McCathern

Thank you for submitting your monthly Justice Report. You will receive an email with the status of your report. Please print and retain this page for your records as confirmation of your filing.

Submission Log
06/02/2022 10:44:52 AM / Alyse McCathern / Town of Tuxedo / Submitted Document

Report Certification	
Date Filed	06/02/2022
Report Period	05/2022
Report Amount	\$38,955.00
Date Check Sent to CFO	06/02/2022
AC-1030 Report File	AC220533.444

Account#	Account Description	Fee Description	Qty	Local Share
A 1255	Marriage Licenses	MARRIAGE LICENSE FEE	3	52.50
	MARRIAGE TRANS	Marriage Trans	2	20.00
			Sub-Total:	\$72.50
A 1603	Vital Statistic Fees	Vital Trans - Town	15	150.00
			Sub-Total:	\$150.00
A.1720	Parking Lot and garages	Parking Permit	9	1,604.00
			Sub-Total:	\$1,604.00
A1255	Conservation	Conservation	1	1.38
			Sub-Total:	\$1.38
A2544	Dog Licensing	Female, Spayed	3	27.00
		Male, Neutered	2	18.00
			Sub-Total:	\$45.00
			Total Local Shares Remitted:	\$1,872.88
Amount paid to:	NYS Ag. & Mkts. for Surcharge			5.00
Amount paid to:	NYS Environmental Conservation			23.62
Amount paid to:	State Health Dept. for Marriage Licenses			67.50
Total State, County & Local Revenues:		\$1,969.00	Total Non-Local Revenues: \$96.12	

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Marisa Dollbaum, Town Clerk, Town of Tuxedo, during the period stated above, in connection with my office, excepting only such fees and monies the application of which are otherwise provided for by law.

_____	_____	_____	_____
Supervisor	Date	Town Clerk	Date

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 May 23, 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: 2012920094 through 2012920195.

Voucher 2012920143 was deleted

General Fund :	\$357,687.82
Part-Town Fund:	\$53,396.31
Highway Town Wide :	\$8,616.29
Highway Part Town	\$43,827.64
Hamlet Sewer District	\$8,775.34
Refuse and Garbage	\$0
Trust and Agency	\$8,857.25
Total Abstract Amount:	\$519,160.65

PUBLIC COMMENTS

ADJOURNMENT

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

June 13th, 2022

- Primary Election is Tuesday, June 28th from 6am-9pm. All 3 voting locations are open in Tuxedo. Early voting begins this Saturday, June 18th at 10am. There are 8 early voting locations open to any registered voter in Orange County; Monroe and Warwick Town Halls are the closest locations. There are no local positions on the ballot for the primary and sample ballots will be posted on our website.
- Zoom Room update
- Recently had an applicant come in for a Peddlers Permit, which gives permission to solicit door to door. That type of permit requires Town Board approval. This applicant filled out the application and proceeded to go door to door without permission. The PD was notified by a concerned resident. The responding officers reached out to me to check if he had a permit and he was instructed to leave. The applicant and his company were notified that he did not have an approved permit.
- Town Hall is closed on Monday, June 20th in observance of Juneteenth.