



# AGENDA

REGULAR BI-MONTHLY TOWN BOARD MEETING

MONDAY, June 27, 2022 at 7:00pm

Via Webex

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

Call to Order  
Pledge of Allegiance

**Presentation:**

Orange County Arts Council

Public Comment on Agenda Items

**Agenda Items:**

1. Resolution to close Public Hearing on Introductory Local Law #4 of 2022
2. Resolution to approve Tuxedo Art & Music Facilities Use Application

**Discussion:**

1. Hamlet revitalization plan – Burgis proposal

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  
Via Webex  
June 27, 2022**

**Call to Order**

\_\_\_\_\_ called to order the Town Board Meeting of June 27, 2022 at \_\_\_\_\_ pm

**Pledge of Allegiance to the Flag**

**Presentation**

Orange County Arts Council

**Open Public Hearing**

A public hearing on Introductory Local Law #4 of 2022 which continues to grandfather the Tuxedo Farms Project under preexisting zoning regulations for Planned Integrated Developments in the Town of Tuxedo subject to specified development thresholds was opened by \_\_\_\_\_ at \_\_\_\_\_ pm.

Ask for Public Comment.

**Resolution to close Public Hearing on Introductory Local Law #4 of 2022**

Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_, that all persons desiring to be heard, having been heard, the Public Hearing regarding will be closed at Introductory Local Law #4 of 2022 which continues to grandfather the Tuxedo Farms Project under preexisting zoning regulations for Planned Integrated Developments in the Town of Tuxedo subject to specified development thresholds at \_\_\_\_\_ pm.

Public Comments on Agenda Item

**Agenda Item:**

1. Resolution to approve Tuxedo Art & Music Facilities Use Application

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_,  
the Town Board of the Town of Tuxedo hereby approves the permit application submitted by the  
Tuxedo Art & Music to utilize the Tuxedo Train Station for the dates of September 26<sup>th</sup> through  
October 2, 2022.

FACILITIES AND FIELD USE APPLICATION

Customer Name Tuxedo Art & Music Phone \_\_\_\_\_  
Event Day Contact Person Deirdre Murphy Phone 845-712-5559  
Address 36 Woodlands Dr, Tuxedo Park, NY 10987  
Email deirdre.murphy54@gmail.com  
Facility Name Tuxedo Train Station  
Event Type Art Gallery + Reception  
No. of Attendees 100+ Reception  
Set up date 9/26/22/9/29/22 Set up time from Artist Sign Up 9/26 9-12 to Gallery 9 am - 5 pm  
Event date 9/30-10/2 Set up time from \_\_\_\_\_ to \_\_\_\_\_  
Clean up date 10/2/22 Set up time from 2 pm to 4 pm

Deirdre Murphy  
Print Name

[Signature]  
Signature

5/6/22  
Date

Please note: Front Entrance to Train Station Set. 10/1/22

**Discussion Item:**

1. Hamlet Revitalization Plan – Burgis proposal

Re: Professional Planning Services  
Downtown Improvement Plan  
BA# 3970.00

Dear Board Member Murphy,

Pursuant to your request, we are pleased to submit the following proposal which shall act as an Agreement by and between the Town of Tuxedo (hereinafter called the Client) and Burgis Associates, Inc. (hereinafter called the Planner or the Consultant) for the provision of planning services with respect to preparing a Downtown Improvement Plan.

**I. Study Area and Purpose-Phase 1 and 2**

The Phase-1 Study Area shall generally encompass the area identified as the properties fronting along the westerly side of Route 17 from the Library Road intersection south to the properties on the southerly side of Hospital Road. This area will also generally include the properties on the frontage of Store Road west to Library Road.

A purpose of the Phase-1 Study is to review the existing developed condition along Store Road and offer recommendations that would promote this roadway as a primary multipurpose streetscape to serve the adjacent businesses while forming a walkable downtown center for this area of the business district. In addition, the study will include the evaluation and recommendation of improvements to adjacent properties as determined appropriate to the function and aesthetic of the streetscape of Store Road.

The Phase-2 Study Area shall encompass the roadway and properties the along the easterly side of Route 17 from the Tuxedo Train Station south to the intersection of Contractors Road. The limits to the east shall include the properties up to the railroad right of way along the Ramapo River.

The Phase-2 Study Area will be reviewed to conceptualize potential physical and aesthetic enhancements to the public and private realm in an effort to improve aesthetics and possible physical circulation and parking related improvements to help revitalize this area of the Tuxedo commercial district.

## II. Scope of Services

### A. Phase-1 Store Road Downtown Improvement Area Plan.

1. The Consultant shall prepare a study of this area to illustrate a conceptual vision of site improvements to improve Store Road as a primary streetscape for this area of the business district. This study will include the review of existing conditions identifying the positive and negative conditions to be enhanced or addressed with practical elements. The study will outline design improvements to roadway, parking, sidewalks, and related features to frame and support this effort. Details such as paving, sitting areas, lighting and landscaping will be offered. The study will seek to provide recommendations to maintain and improve vehicular, parking and pedestrian circulation while offering ways this roadway can continue to serve as a service roadway for adjacent businesses and properties.

The study will develop plans and illustrations from available digital parcel mapping and aerial and site photographs to establish a base information for this study. These conceptual plans and illustrations when approved by the Client, will provide a basis for the development of construction improvements. The construction improvements will involve further refinement of this base information including surveying and engineering services defining limits of properties and related engineering design and details. These supplemental surveying and engineering services are outside the scope of this study.

2. Alternative Study of Property at Hospital Road and Route 17 The Consultant will study the re-use alternatives of the property at the corner of Hospital Road and Route 17 (also known as 209 State Route 17). The alternative will study the options and benefits this property presents for additional parking in this area of the business district.
3. Wayfinding/Community Signage. The Consultant shall provide conceptual designs and recommendations to promote wayfinding to the Store Road streetscape contemplated improvement area. This signage is to serve as a design feature to accentuate the Store Road streetscape and to provide information on uses, activities, and businesses in the downtown area.

- B. Phase-2 Study Area Analysis. The Consultant shall prepare an improvement plan of the Phase-2 Study Area as referenced herein to illustrate a conceptual vision of aesthetic and possible physical site improvements to improve this portion of the business district. Such improvements may include features such as sidewalk, roadway, sidewalk, lighting, landscaping, sitting areas and signage as determined appropriate.

- C. Implementation Plan and Schedule. The Consultant shall prepare a plan to implement its recommendations, along with a suggested schedule.

### III. Meetings for Stakeholder and Public Input

The Consultant shall be available to attend meetings with the Board, it's sub-committees, if any, and Town officials, to fulfill this contract and keep the Town of Tuxedo fully informed of progress on this matter. Additionally, the Consultant shall participate in public design review meetings that will serve to gather input and recommendations on the improvements to the study area from key stakeholders and the community. Attendance at meetings shall be compensated in accordance with the allocation provided and the fee schedule set forth below.

### IV. Preparation of Report

- A. The Consultant shall prepare reports, maps, correspondence, etc. in order to fulfill the contractual obligations and keep the Town informed of progress.
- B. The Consultant shall prepare a draft report for consideration by the Board, as well as the final work product.
- C. A total of fifteen copies of all memorandum, reports, and plan documents shall be submitted to the Town's Office of the Board, the cost of which shall be compensated as noted below.
- D. Copies of all reports and correspondence prepared by this office shall be submitted to the Town Board for distribution to the appropriate government officials.

### V. Materials to be Furnished to the Consultant

The municipality will solicit the aid of Town personnel to cooperate with the Consultant and provide same with such data as is necessary for the completion of the Consultant's work.

### VI. Qualifications of the Planner

The Consultant represents that he has or will secure all personnel required in the performance of services proposed herein. All of the required services will be performed by personnel who shall be fully qualified to perform same under the direct supervision of Joseph H. Burgis, PP, AICP.

### VII. Compensation and Method of Payment

- A. The Consultant shall be compensated a total of nine thousand six hundred (\$9,600) dollars for the work product set forth herein, in accordance with the accompanying schedule.
- B. Billings for the work items set forth herein shall be submitted to the Town based upon the percentage of the work that is completed, on a monthly basis.
- C. Compensation shall be in accordance with the following schedule:
  - 1. Preparation of Base Mapping and Concept Plans for Phase-1 Study Area: \$3,200
  - 2. Preparation of Community Wayfinding Illustrations \$1,800

3. Preparation of Base Mapping and Concept Plans for Phase-2 Study Area:	\$2,400
4. Prepare and Administer Stakeholder and Public Review Meetings:	\$1,200
5. <u>Preparation of Implementation Plan/Schedule:</u>	<u>\$1,000</u>
Total	\$9,600

- D. Consultant attendance at three (3) meetings are incorporated into the price of the plan. Attendance at additional meetings shall be compensated in accordance with the fee schedule set forth below.
- E. Additional items which are beyond the scope of this Agreement, or documents or reports which are requested following the submittal of the draft plans, and attendance at meetings, shall be compensated pursuant to the firm's current fee schedule, which is as follows for the year 2022:
- |                       |                                 |
|-----------------------|---------------------------------|
| 1. Principal          | \$150/hour                      |
| 2. Senior Associate   | \$140/hour                      |
| 3. Associate          | \$130/hour                      |
| 4. Project Planner    | \$110/hour                      |
| 5. CADD               | \$ 85/hour                      |
| 6. Reprographics      | At cost                         |
| 7. Meeting Attendance | Hourly rate; minimum \$200/mtg. |
- F. Hourly rates are portal-to-portal, with a maximum one-hour charge, round trip, for travel time.
- G. The consultant shall submit monthly vouchers enumerating billable hours by the applicable hourly rate as set forth above, and a narrative describing the services performed.
- H. All right, title, ownership and interest, in and to any and all materials provided or created for and/or delivered to the Board by Consultant under this Contract shall be the sole and exclusive property of the Board unless licensed or assigned by Board pursuant to separate instrument.
- I. All of the Records, and any other materials produced by the Consultant in connection with services rendered to the Board under this Agreement, shall be deemed owned by the Board and, to the extent there is any copyrightable subject matter in any such records and materials, the Consultant acknowledges and agrees that the Board shall have all right, title and interest thereto. To the fullest extent required by law, Consultant agrees to fully cooperate during the term hereof and thereafter, to perfect and fully vest such ownership in the Board. No claim for additional compensation shall be made for any rights that may be obtainable by the Board for Consultant's work, except that the Consultant will be reimbursed for reasonable and verifiable out-of-pocket expenses.

## VIII. Project Schedule

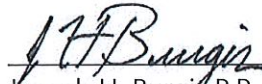
The tentative planning program schedule is as follows (pending receipt of a signed copy of this proposal by July 8, 2022):

- |   |                             |
|---|-----------------------------|
| A. Preparation of Background information and Conceptual Plan Phase-1 (Section VII2.C.1.): | September 1, 2022           |
| B. Focus Groups-Business and Public Input Phase-1:  | September 5-23, 2022        |
| C. Refinement and Plan from Input Final Conceptual Plan -Phase-1:                         | Week of October 17-21, 2022 |
| D. Preparation of Background information and Conceptual Plan Phase-2 (Section VII2.C.3.): | November 1, 2022            |
| E. Focus Groups-Business and Public Input Phase-2:  | November 7-18, 2022         |
| F. Refinement and Plan from Input Final Conceptual Plan -Phase-2:                         | December 1, 2022            |

The parties hereby cause this Agreement to be executed by their duly authorized officers.

Burgis Associates, Inc.

Town of Tuxedo, New York



Joseph H. Burgis P.P., AICP  
President

\_\_\_\_\_  
Authorized Representative

Dated: \_\_\_\_\_

JHB/es



**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 June 13, 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: 2012920196 through 2012920244

General Fund :	\$54,878.19
Part-Town Fund:	\$5,872.49
Highway Town Wide :	\$148,497.14
Highway Part Town	\$1,669.94
Hamlet Sewer District	\$0
Refuse and Garbage	\$30,172.25
Trust and Agency	\$0
Total Abstract Amount:	\$241,090.01

**PUBLIC COMMENTS**

**Attorney Client Consultation**

**ADJOURNMENT**

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