



Meeting of the Village of Tivoli Board of Trustees

AGENDA

December 15, 2021 - 7:00 PM
The Historic Watts dePeyster Hall

1. **Call Meeting to Order**
 - Pledge Allegiance to the Flag
2. **Village Clerk's Report**
 - Schedule of Upcoming Events
3. **Approve Minutes from previous meeting(s)**
November 17 Regular Meeting Minutes
4. **Treasurer's Report**
 - Payment of Bills
5. **Zoning Report**
6. **Public Comment on Agenda items only**
7. **Regular Business**
 - Receipt of Village Court Audit
 - RESOLUTION Authorizing the Execution of an Agreement Between the Village of Tivoli and Monumental Hudson Widow's Son No. 7, F.&A.M. Inc. for the Lease of Certain Real Property for a Parking Area
 - RESOLUTION Creating the Climate Smart Communities Task Force
 - ACCEPT Tivoli Fire Company 2022 Officers
 - APPROVE 2022 Holiday Schedule
 - ACCEPT Fuel Oil, Diesel, and Propane Pricing for 2022

The next Board Meeting will be held Wednesday, January 19, 2022 at 7:00 PM (workshop 6:00 PM) at the Historic Watts dePeyster Hall. Regular Workshop: January 12, 2022 at 7:00 PM.

8. Committee Reports

9. Trustee Reports

- S. Ezrati
 - LOSAP Coordinator, Fire Department, Solid Waste, Buildings and Grounds
- P. Baldino
 - Senior & Veteran's Affairs, Planning and Zoning, Economic Development
- E. Mangieri
 - Justice Court, Public Works
- E. Majer
 - Library, Architecture and Historical Resources, Natural Resources and Environment, Trail Development
- J. Griffith
 - Police and Law Enforcement, Riverfront Project, Green Committee, Tree Committee, Parks and Recreation, and All Municipal Departments

10. Other Business

11. Non-Agenda / Public Comment

12. Adjourn Meeting

* *Note – agenda is subject to change*

Michele Zagorski
80 Crum Elbow RD
Hyde Park, New York 12538

Village of Tivoli, New York

Justice Court Audit

Statement of Cash Receipts, Cash Disbursements, and Cash Balances

Period Covered:

June 1, 2020- May 31, 2021

Independent Review

Dear Village Officials:

I have audited the accompanying statements of cash receipts, cash disbursements, and cash balances of Justice Clark's Court and Justice Cordier Court of the Village of Tivoli, New York, for the period covering June 1, 2020 through May 31, 2021. These financial statements are the responsibility of Village management. It is my responsibility, to express my analysis and conclusion, of these financial statements based on my audit.

This audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit is planned and performed to obtain sufficient evidence to provide a reasonable basis for the findings and conclusions of the audit. This evidence should provide reasonable assurance about whether the financial statements are free from material misstatements. I believe that the evidence obtained provides a reasonable basis for the audit findings and conclusions.

In conclusion, the statements of cash receipts, cash disbursements, and cash balances present fairly, in all material respects, the cash received, disbursed, and the cash balances of Justice Clark's Court and Justice Cordier's Court of the Village of Tivoli, New York for the period covering June 1, 2020 through May 31, 2021, on the cash basis of accounting.

Respectfully Submitted,

Michele Zagorski

Village of Tivoli

6/1/2020-5/31/2021

Statement of Cash Receipts and Disbursements

	Justice Clark	Justice Cordier
Receipts		
Bail	\$ 0	\$ -
Cash Disposed	\$ 6,630	\$ 0
Total Receipts	\$ 6,630	\$ 0
Disbursements		
NYS Fines	\$ 6,470	\$ 0
Refunds of Bail & Fines	\$ 0	\$ -
Misc Disbursement	\$	
Total Disbursements	\$ 6,470	\$ 0
Excess of Cash Receipts & Disbursements	\$ 160	\$ 0
Cash Balance 6/01/2020	\$ 669	\$ 1
Cash Balance 5/31/2021	\$ 829	\$ 1
Amount Due New York State- May CC Dispositions	\$ 365	\$ -
Bail Liability - June 1,2021	\$ 400	\$ -
Prior Period Balance & O/S Checks	\$ 64.08	
Cash Balances - May 31, 2021	\$ 829	\$ 1

Background

Village Justices are responsible for adjudicating all cases brought before their Courts and properly accounting for and reporting all related Court financial activities. Each Justice is required to report monthly to the Office of the State Comptroller's Justice Court Fund (JCF) on the financial activities of the preceding month. The monthly reports, together with the checks drawn on the Justices' official bank account, represents the monies collected by the Justices for closed cases. These reports are forwarded to the Village Treasurer.

The management of the Village, and particularly the Village Justices are responsible for the Village Court's financial affairs and for safeguarding its resources. This includes establishing and maintaining an internal control structure to provide reasonable assurance that resources are safeguarded against loss from unauthorized use; transactions are executed in accordance with managements authorization and properly recorded; that applicable laws, rules, and regulations are observed; and that appropriate corrective action is taken in response to any audit findings.

Objectives and Scope of Audit

The objective of this audit was to review the court financial records of Justice Clark and Justice Cordier to determine if court monies were properly accounted for the period June 1, 2020 through May 31, 2021. The audit addressed the following questions:

- Were receipts properly recorded and deposited?
- Were book cash balances reconciled monthly to fines and bail bank accounts net balances and also to known liabilities?
- Were disbursements properly made?

Audit Findings

Based on the audit tests and procedures, there were no deficiencies with court receipts and disbursements. The bank account was reconciled to the bank statements on a monthly basis. Deposits and disbursements were processed in a timely manner. No material misstatements were discovered during the audit.

Recommendations

The Village Board should perform the required annual audit of the Justices' records or engage the services of an independent accountant to perform the audits. The Court Clerk should reconcile to the monthly bank statement. As every Village justice is required to present his/her records and dockets at least once each year to be examined by the Board, or by an independent accountant. Evidence of an audit indicating the audit tests performed, the records reviewed and the results of the audit should be retained and noted in the minutes.

VILLAGE OF TIVOLI

RESOLUTION NO. _____
DATED: DECEMBER ___, 2021

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
THE VILLAGE OF TIVOLI AND MONUMENTAL HUDSON WIDOW'S SON NO. 7,
F.&A.M. INC. FOR THE LEASE OF CERTAIN REAL PROPERTY FOR A PARKING
AREA**

WHEREAS, Monumental Hudson Widow's Son No. 7, F.&A.M. Inc., formerly Monumental Lodge #374 F&AM (the "Landlord") is the owner of certain real property located at 9 North Road in the Village of Tivoli, Dutchess County, New York (the "Premises"), which Premises is more specifically described in the form of Parking Lease Agreement on file with the Village Clerk ("Agreement"); and

WHEREAS, the Landlord desires to lease to the Village of Tivoli (the "Village") and the Village desires to rent from the Landlord a portion of the Premises described in the Agreement for use as a parking area, with a proposed term of one (1) year, commencing on July 1, 2021, and ending June 30, 2022, as more specifically provided in the Agreement; and

WHEREAS, the Village Board, after due deliberation, finds it in the best interests of the Village to enter into said Agreement.

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Tivoli, Dutchess County, New York (by the favorable vote of not less than a majority of all of the members of the Village Board) as follows:

1. Pursuant to Section 1-102 of the Village Law, the Mayor of the Village is hereby authorized and empowered to execute on behalf of the Village the proposed Agreement between the Village and Monumental Hudson Widow's Son No. 7, F.&A.M. Inc. in substantially the form on file with the Clerk, with such changes as may be approved by the Mayor and which do not substantially alter the substance thereof.

EXTRACT OF MINUTES

A regular meeting of the Village Board of the Village of Tivoli, Dutchess County, New York was convened in public session at the Village Hall, 86 Broadway, Tivoli, New York 12583 on December __, 2021 at 7:00 p.m., local time.

The meeting was called to order by Mayor Griffith, and, upon roll being called, the following members were:

PRESENT:

Joel Griffith	Mayor
Emily Majer	Deputy Mayor
Peter Baldino	Trustee
Susan Ezrati	Trustee
Emily Mangieri	Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by _____, seconded by _____, to wit;

RESOLUTION NO. _____
DATED: DECEMBER __, 2021

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF TIVOLI AND MONUMENTAL HUDSON WIDOW'S SON NO. 7, F.&A.M. INC. FOR THE LEASE OF CERTAIN REAL PROPERTY FOR A PARKING AREA

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Joel Griffith	Voting ____
Emily Majer	Voting ____
Peter Baldino	Voting ____
Susan Ezrati	Voting ____
Emily Mangieri	Voting ____

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Village of Tivoli, Dutchess County, New York (hereinafter called the "Village ") and the custodian of the records of the Village, including the minutes of the proceedings of the Village Board of Trustees, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the ____ day of December, 2021 and entitled:

RESOLUTION NO. ____
DATED: DECEMBER __, 2021

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF TIVOLI AND MONUMENTAL HUDSON WIDOW'S SON NO. 7, F.&A.M. INC. FOR THE LEASE OF CERTAIN REAL PROPERTY FOR A PARKING AREA

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this __ day of December, 2021.

-SEAL-

Robin Bruno
Village Clerk

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT is made as of this 1st day of July, 2021, between the Monumental Hudson Widow's Son No. 7, F.&A.M. Inc., formerly Monumental Lodge #374 F&AM, with an address at 7 North Road, Tivoli, NY 12583 (hereinafter referred to as "Owner"), and Village of Tivoli, with an address at The Historic Watts de Peyster Hall, 86 Broadway, P.O. Box 397, Tivoli, New York 12583 (hereinafter referred to as "Tenant").

WHEREAS, Owner, as successor by merger of Monumental Lodge #374 F&AM with Hudson Widow's Son No. 7, F&AM, is the owner of certain real property located at 9 North Road in the Village of Tivoli, County of Dutchess and State of New York, **Tax Map ID# 134803-6175-19-552040-0000**, known as the Mason's (the "Premises"); and

WHEREAS, Tenant desires to rent from Owner and Owner desires to rent to Tenant a portion of such Premises;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **LEASED PREMISES.** The Owner hereby leases to the Tenant, and the Tenant hereby hires and takes from the Owner, the portion of the Premises, consisting of a parking area more specifically described on the attached **Exhibit A** (the "Leased Premises").
2. **TERM.** The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2021 (the "Commencement Date"), and ending June 30, 2022, unless sooner terminated as provided herein.
3. **RENTAL AMOUNT; OTHER CONSIDERATION.** The Tenant shall pay to the Owner the sum of FIFTEEN HUNDRED DOLLARS (\$1,500.00) per annum for the use of the Leased Premises, to be paid on or about the 31st day of December, 2021.
4. **USE OF THE LEASED PREMISES.** Tenant shall use and occupy the Leased Premises solely as a public parking area and for snow deposit as further provided herein. Tenant may install signage relating to parking lot use and regulation. The Owner shall have the right to use the Leased Premises for parking in common with the Tenant for Owner's activities and functions carried on by the Owner at its lodge at 7 North Road.
5. **QUIET ENJOYMENT.** Tenant, upon payment of the rents and upon performance of all the terms of this Lease Agreement, may peaceably and quietly enjoy the Leased Premises during the term of the Lease.
6. **SUBLEASE AND ASSIGNMENT.** Tenant may not sublet or assign, sublease, mortgage, encumber, or transfer its interest in this Lease Agreement or the Leased Premises without the prior written consent of the Owner, which may be withheld in its discretion.
7. **REPAIRS AND MAINTENANCE.** Tenant will be responsible for snow plowing and sanding during winter conditions for the paved areas of the Leased Premises during the term of this Agreement and shall repair any actual damage caused by its plowing. Tenant agrees to keep and maintain the Leased Premises free from litter and debris in

accordance with Tenant's maintenance program for its other public parking areas. Tenant will be responsible for removal of abandoned vehicles and/or automobile parts. Tenant may use the unimproved easterly portion of the Leased Premises for snow deposit, and in that event it shall remove any and all debris from the property by June 1 and restore the property to its prior condition, ordinary wear and tear and damage by the elements excepted. It shall be the responsibility of the Owner to provide, repair and keep in good working order the paved area, drainage, and lighting at the Leased Premises.

8. ALTERATIONS AND IMPROVEMENTS.

- a. With the prior written consent of the Owner, the Tenant may from time to time at its sole option repair paving, lighting, landscaping and drainage improvements. Tenant shall indemnify and hold harmless Owner from all expenses, liens, claims or damages to either persons or property arising out of or resulting from the undertaking or making of any such alterations or improvements.
- b. The Owner may from time to time construct or reconstruct paving, lighting, landscaping, drainage and utility improvements so long as such work and improvements do not unreasonably interfere with Tenant's use. Owner shall at all times maintain any work or improvement it has constructed in good repair. Owner shall indemnify and hold harmless Tenant from all expenses, liens, claims or damages to either persons or property arising out of or resulting from the undertaking or making of any such alterations or improvements.

9. TAXES AND UTILITIES: The Owner shall be responsible for the payment of all municipal taxes and assessments, including but not limited to Village and County property taxes and special ad valorem, special benefit and other assessments together with the School taxes and assessments. The Owner shall be responsible for any utility charges, except that Tenant remains responsible for the light pole installed by Tenant in the parking area and the electric utility cost for such light.

10. OWNERSHIP AND COMPLIANCE WITH REQUIREMENTS. Owner represents that it alone owns the Premises in fee simple and that it has all right, power and authority to enter into this Lease for the term herein granted, including options, and that the Leased Premises may be used by Tenant during the entire term of this Agreement for the purposes set forth herein. The Owner will procure, maintain and comply with all requirements of state and local laws, codes and ordinances, permits, and other authorizations required for the use and operation of the Leased Premises as a parking lot. The Tenant will join in the application for any permit or authorization with respect to any legal requirement if such joinder is necessary. Tenant will comply with laws and regulations affecting the Tenant's use of the Leased Premises, except matters that are the responsibility of Owner.

11. SURRENDER OF PREMISES. The Tenant agrees to surrender the Leased Premises to the Owner at the end of this Lease in the same condition as when it took possession, except as herein set forth, allowing for reasonable wear and tear and damage by the elements.

12. INDEMNITY. Tenant covenants and agrees that it shall indemnify, save and hold Owner harmless against and from any claims, loss, damage, cost, liability, or expense of any kind or nature, including reasonable attorneys' fees, by or on behalf of any person, party or governmental authority arising out of (i) any failure of Tenant to

perform its obligations under this Lease Agreement and (ii) the negligence of Tenant, its employees, agents and invitees in the use, maintenance or operation of the Leased Premises. Notwithstanding the foregoing, nothing herein contained shall cause Tenant to be liable or responsible for any penalty, damage, charge, claim, loss, cost or expense caused by, or otherwise attributable to, the negligence or intentional or willful misconduct of Owner.

13. INSURANCE.

- a. Throughout the initial term of this Lease and any extension or renewals thereof, Tenant shall obtain and maintain in force general liability insurance covering any and all claims for injuries or property damage to persons and property appearing in, upon or about the Leased Premises, such insurance to be in an amount of not less than \$1,000,000 for injury to any one person or \$2,000,000 in the aggregate, and not less than \$300,000 for property damage. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of New York. Tenant shall name Owner as additional insured for the Leased Premises and provide to Owner a certificate, simultaneously with the execution of this Lease Agreement, evidencing such insurance and at all other times promptly at Owner's request.
- b. Throughout the initial term of this Lease and any extension or renewals thereof, Owner shall obtain and maintain in force general liability insurance covering any and all claims for injuries or property damage to persons and property appearing in, upon or about the Premises, such insurance to be in an amount of not less than \$1,000,000 for injury to any one person or \$2,000,000 in the aggregate, and not less than \$300,000 for property damage. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of New York. Owner shall name Tenant as additional insured for the Leased Premises and provide to Tenant a certificate, simultaneously with the execution of this Lease Agreement, evidencing such insurance and at all other times promptly at Tenant's request.
- c. Tenant and Owner agree to waive rights of subrogation to the extent of applicable insurance unless such waiver is prohibited by the terms of an applicable insurance policy.

14. DAMAGE, DESTRUCTION OR CONDEMNATION.

- a. If the Leased Premises shall be damaged by fire or other casualty, Tenant may, at its option, terminate this Lease Agreement by written notice to Owner in which event this Lease Agreement shall cease and the rent shall be apportioned to the time of damage. Alternatively, Tenant may elect to repair and reconstruct the Leased Premises. If Tenant elects to repair, Owner shall not be liable to Tenant for any direct or consequential damages or abatement of rent. Tenant acknowledges that Owner will not carry insurance on Tenant's improvements, if any.
- b. If the whole or any part of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then and in that event, at either party's option, this Lease and the term hereof shall cease or terminate from the date of vesting in such proceeding and any such award shall be equitably apportioned based on the unexpired term of this Lease Agreement.

15. DEFAULTS AND REMEDIES

a. Default. A default is defined as follows:

- i. if Tenant fails to pay any rent when due, or fails to observe or perform any other provision of this Lease Agreement which calls for the payment of a sum of money by Tenant, and if such failure is not cured within ten days after written notice given by or on behalf of Owner, or
- ii. if the Tenant or Owner fails to fulfill any of the obligations or covenants of this to be performed hereunder; and such default shall continue for thirty (30) days after notice from the other party specifying the nature of said default, provided that if the default so specified shall be of such a nature that it is not reasonably possible to completely cure such default within said thirty (30) day period, a default shall be deemed to exist if the defaulting party fails to commence a cure within a reasonable time after such cure becomes possible or fails to diligently prosecute such cure after timely commencement; or
- iii. if an action or proceeding is commenced by or against the Tenant under the federal bankruptcy laws or any other federal or state insolvency laws, and the same is not discharged within sixty (60) days after commencement, or if any trustee, receiver, or committee for the benefit of creditors is appointed for Tenant or Tenant's property and the same is not discharged within sixty (60) days after appointment.

b. Remedies.

- i. Upon the occurrence of any default by a party, the other party shall have the right to declare this Lease terminated on a date to be specified therein upon ten (10) days' written notice to the other party. In such event this Lease shall terminate and expire as fully and completely as if that day were the expiration date stated herein. In the case of a default by Tenant, Tenant shall quit and surrender the Leased Premises to Owner, but Tenant shall remain liable as provided herein.
- ii. In addition and not in substitution for the foregoing or any other rights or remedies the parties may have at law or in equity, Owner may re-enter and repossess the Premises, and enjoin any breach by the Tenant of any of the term and conditions in the Lease Agreement, and the parties may exercise any other remedies at law or in equity.
- iii. The specific remedies to which the parties may resort under the terms of this Lease Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them of any provision of this Lease Agreement.

16. NOTICES. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to or served upon either of the parties, each such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall be effective for any purpose if given or served to the address specified above for each party by certified or registered mail or by personal delivery.

17. MISCELLANEOUS.

- a. New York Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- b. Successors and Assigns. The agreements, terms, covenants and conditions herein shall bind and inure to the benefit of Owner and Tenant and their successors and assigns.
- c. Entire Agreement. This Lease Agreement contains the entire understanding of the parties. This Lease Agreement supersedes all previous agreements that either party may have entered into that concern the Leased Premises or any part thereof. This instrument shall not be changed, modified, discharged or terminated orally. It may be amended or modified only in writing that has been executed by all parties hereto.
- d. Waiver. The failure of either party to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the party shall have and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions and covenants herein contained.
- e. Captions. Captions are used in this Lease Agreement for convenience only, and are not intended to be used in construction or interpretation hereof.
- f. Waiver of Trial by Jury. Owner and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease Agreement, Tenant's use or occupancy of the Leased Premises, and/or any claim of injury or damage.
- g. Invalidity of Particular Provisions. If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.
- h. No Third Party Beneficiary. This Lease Agreement shall be solely for the benefit of the parties hereto.
- i. Counterparts. This Lease Agreement may be executed in one or more counterparts, and each fully signed counterpart shall constitute a legal original for all purposes.
- j. Early Termination. The Tenant shall have the right at its option to terminate this Lease Agreement upon thirty (30) days prior written notice to the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Parking Lot Lease as of the day and year first above written.

Village of Tivoli

By: Joel Griffith Date: _____
Its: Mayor

Monumental Hudson Widow's Son No. 7, F.&A.M. Inc.

By _____ Date: _____
Title: _____

Execution Page of
Parking Lease Agreement between
Monumental Hudson Widow's Son No. 7, F.&A.M.
And Village of Tivoli

Navigation Toolbar

Identify

Backgrounds

Parcel Address Lists (Primary Owner)

Buffer(ft): 100

Coordinates

N: Lat:
E: Long:

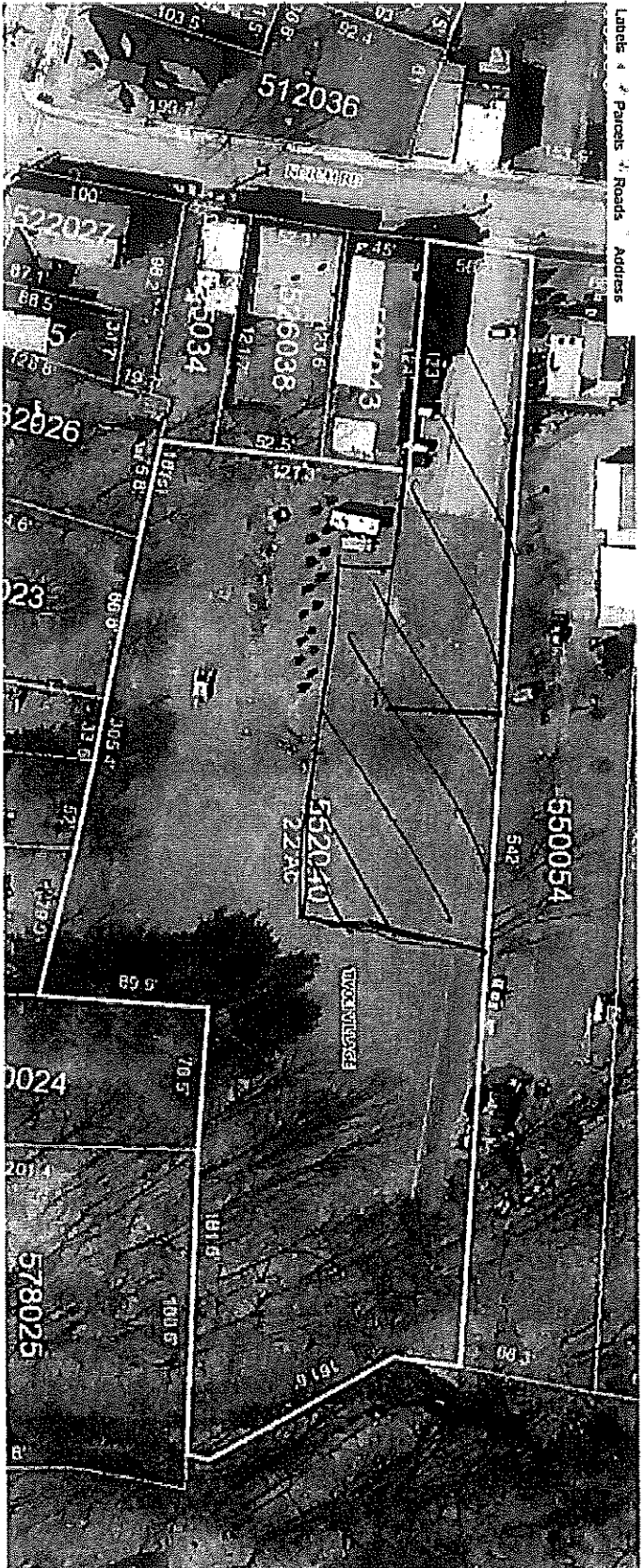
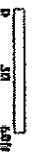


EXHIBIT "A"
THE LEASED PREMISES



**VILLAGE OF TIVOLI
RESOLUTION NO. ____
DATED: DECEMBER 15, 2021**

**RESOLUTION CREATING THE CLIMATE SMART
COMMUNITIES TASK FORCE**

WHEREAS, the Village of Tivoli adopted the Climate Smart Communities Pledge by resolution dated July 17, 2013; and

WHEREAS, the Village of Tivoli Board of Trustees and its advisory committees have undertaken a number of activities in support of the Village's climate change action initiatives; and

WHEREAS, NYS Department of Environmental Conservation has encouraged the creation of a local climate change task force consisting of members of the community and local government to provide the Village Board of Trustees with information about establishing and implementing climate smart initiatives, to propose new ideas to the Village Board of Trustees to support the plans, policies, and programs that are part of the Climate Smart Communities (CSC) Certification program, and to identify funding sources for projects and paybacks from investments; and

NOW THEREFORE BE IT HEREBY RESOLVED, by the Village Board of Trustees of the Village of Tivoli as follows:

1. The Village of Tivoli Climate Smart Task Force is hereby created with 5 members to be appointed by the Mayor with the approval of the Village Board of Trustees.
2. The task force should initially develop and present to the Village Board of Trustees a proposed list of priorities for development of climate smart community initiatives. The task force shall meet at least twice annually.
3. This resolution shall take effect immediately.

EXTRACT OF MINUTES

A regular meeting of the Village Board of the Village of Tivoli, Dutchess County, New York was convened in public session at the Village Hall, 86 Broadway, Tivoli, New York 12583 on December 15, 2021 at 7:00 p.m., local time.

The meeting was called to order by Mayor Griffith, and, upon roll being called, the following members were:

PRESENT:

Joel Griffith
Emily Majer
Peter Baldino
Susan Ezrati
Emily Mangieri

Mayor
Deputy Mayor
Trustee
Trustee
Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by _____, seconded by _____, to wit;

RESOLUTION NO. _____
DATED: DECEMBER 15, 2021

RESOLUTION CREATING THE CLIMATE SMART COMMUNITIES TASK FORCE

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Joel Griffith	Voting ____
Emily Majer	Voting ____
Peter Baldino	Voting ____
Susan Ezrati	Voting ____
Emily Mangieri	Voting ____

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Village of Tivoli, Dutchess County, New York (hereinafter called the "Village ") and the custodian of the records of the Village, including the minutes of the proceedings of the Village Board of Trustees, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the 15th day of December, 2021 and entitled:

RESOLUTION NO. _____
DATED: DECEMBER 15, 2021

RESOLUTION CREATING THE CLIMATE SMART COMMUNITIES TASK FORCE

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this __ day of December, 2021.

-SEAL-

Robin Bruno
Village Clerk



TIVOLI FIRE COMPANY, INC.

P.O. BOX 486 • TIVOLI, NEW YORK 12583
PHONE: 845-757-4445 • FAX: 845-757-2225



2022 TIVOLI FIRE COMPANY OFFICERS

Fire Officers:

Chief – Marc Hildenbrand

1st Assistant Chief – Joshua Coons

2nd Assistant Chief – Philip Crisci

Captain – Michael Blum

1st Lieutenant – Dylan Griffiths

2nd Lieutenant – Aidan Miller

Rescue:

1st Lieutenant - Cheryl Hilbrandt

2nd Lieutenant – Hadley O'Connor

Fire Police:

Captain – Thomas Crisci, Sr.

1st Lieutenant – Glenn Baker

2nd Lieutenant – Robin Bruno

Administration:

President – Wayne Hildenbrand

Vice President – Thomas Crisci, Sr.

Treasurer – Harold Ramsey

Recording Secretary – Gail Torchia

Corresponding Secretary – Robin Bruno

Board of Directors:

Ralph Torchia

Joshua Coons

Dylan Griffiths

Robin Bruno

VILLAGE OF TIVOLI

2022 HOLIDAY SCHEDULE

Friday, December 31	New Year's Day
Monday, January 17	Martin Luther King, Jr.'s Birthday
Monday, February 21	Presidents' Day
Monday, May 30	Memorial Day
Monday, July 4	Independence Day
Monday, September 5	Labor Day
Monday, October 10	Tivoli Human Rights Day
Friday, November 11	Veteran's Day
Thursday, November 24	Thanksgiving
Friday, November 25	Thanksgiving
Monday, December 26	Christmas

**VILLAGE OF TIVOLI
FUEL OIL, DIESEL AND PROPANE - 2022**

PROPANE

State contract was awarded to Ferrellgas. I spoke to Andy and Joann from Paraco, and they will match the state awarded price. I suggest staying with Paraco. Paraco has supplied propane to the DPW plant and the firehouse for quite some time now; they are responsive to calls, and are aware of the tanks and their placement throughout the Village.

FUEL OIL

HOP Energy was awarded the state contract; Bottini has agreed to match it. Staying with Bottini affords the Village the opportunity to stay with the company that has installed tanks and pipes, and who knows where the tanks are, and the work that has been previously completed.

DIESEL

Global Montello holds the state bid. They, however, charge a delivery fee. Once the delivery fee is added to the charge for the diesel, it ends up being more expensive than just paying KOSCOHeritage for the diesel. KOSCOHeritage does not charge a delivery fee. I suggest using KOSCOHeritage, and this will save some money in the long run.