



# Village of Tivoli

Founded 1795

## Meeting of the Village of Tivoli Board of Trustees

### **AGENDA**

February 19, 2025 - 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)**  
January 15 Regular Meeting Minutes, February 12, 2025
4. **Treasurer's Report**
  - Payment of Bills
5. **Zoning Report**
6. **Public Comment on Agenda items only**
7. **Regular Business**
  - RESOLUTION-accepting funds from Tivoli Fire Company for the Firehouse Expansion Capital Reserve Fund
  - RESOLUTION-authorizing professional services agreement with PSA Studios
  - RESOLUTION-approving updated event agreements for Village Hall third floor and Memorial Park

The next Board Meeting will be held Wednesday, March 19, 2025 at 7:00 PM (workshop 6:00 PM) at the Historic Watts dePeyster Hall. Regular Workshop: March 12, 2025 at 6:00 PM.

8. **Committee Reports**
9. **Trustee Reports**

B. Shilling

- LOSAP Coordinator, Fire Department, Solid Waste, and Buildings and Grounds

P. Baldino

- Justice Court, and Economic Development

E. Mangieri

- Landlord & Tenant Services, Celebrations, and Parks and Recreation

E. Majer

- Library, Architecture and Historical Resources, Natural Resources and Environment, Trail Development

J. Griffith

- Police and Law Enforcement, Riverfront Project, Climate Smart Communities Task Force, Tree Committee, Planning & Zoning, Senior & Veteran's Affairs, and All Municipal Departments

10. **Other Business**
11. **Non-Agenda / Public Comment**
12. **Adjourn Meeting**

\* *Note – agenda is subject to change*

**VILLAGE OF TIVOLI  
RESOLUTION NO. \_\_\_\_\_  
DATED FEBRUARY 19, 2025**

**RESOLUTION ACCEPTING FUNDS FROM THE TIVOLI FIRE COMPANY AND  
DEPOSITING FUNDS INTO THE FIREHOUSE EXPANSION CAPITAL RESERVE  
FUND**

**WHEREAS**, the Tivoli Fire Company has donated \$38,000 towards the firehouse expansion project (the "Project") for architectural/engineering fees for the Project; and

**WHEREAS**, on May 19, 2021, the Village Board established the Firehouse Expansion Capital Reserve Fund to fund the Project.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Village of Tivoli does hereby accept the \$38,000 from the Tivoli Fire Company and deposits said funds into the Firehouse Expansion Capital Reserve Fund for architectural/engineering fees for the Project.

## 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 February 19 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  
Emily Mangieri  
D. William Shilling

Mayor  
Deputy Mayor  
Trustee  
Trustee  
Trustee

### ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit;

### **VILLAGE OF TIVOLI RESOLUTION NO. \_\_\_\_\_ DATED FEBRUARY 19, 2025**

### **RESOLUTION ACCEPTING FUNDS FROM THE TIVOLI FIRE COMPANY AND DEPOSITING FUNDS INTO THE FIREHOUSE EXPANSION CAPITAL RESERVE FUND**

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 ____ |
| Emily Mangieri      | Voting ____ |
| D. William Shilling | 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 19th day of February, 2025 and entitled:

**VILLAGE OF TIVOLI  
RESOLUTION NO. \_\_\_\_\_  
DATED FEBRUARY 19, 2025**

**RESOLUTION ACCEPTING FUNDS FROM THE TIVOLI FIRE COMPANY AND  
DEPOSITING FUNDS INTO THE FIREHOUSE EXPANSION CAPITAL RESERVE  
FUND**

(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 February 2025.

-SEAL-

\_\_\_\_\_  
Robin Bruno  
Village Clerk

**VILLAGE OF TIVOLI  
RESOLUTION NO. \_\_\_\_  
DATED FEBRUARY 19, 2025**

**AUTHORIZING THE ENGAGEMENT OF PETER SWEENEY ARCHITECTS, LLC FOR  
CONSTRUCTION AND BID DOCUMENTATION COMPLETION**

**WHEREAS**, the Village engaged Peter Sweeney Architects, LLC to complete the bid package for design development and construction document preparation; and

**WHEREAS**, Peter Sweeney Architects, LLC requests a contract modification for additional scope and funding in the amount of \$38,000 to complete the construction and bid document preparation due to length of time and alternate design preparation (the "Proposal"); and

**WHEREAS**, a copy of Peter Sweeney Architects, LLC Proposal is on file with the Village Clerk.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of the Village of Tivoli, hereby authorizes the engagement of Peter Sweeney Architects, LLC in the amount of \$38,500, as set forth in the Proposal on file with the Village Clerk. The Mayor is authorized to execute an engagement letter for such services in the terms set forth in the Proposal on file with the Village Clerk.

## 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 February 19, 2025 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  
D. William Shilling  
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;

### **VILLAGE OF TIVOLI RESOLUTION NO. \_\_\_\_ DATED FEBRUARY 19, 2025**

### **AUTHORIZING THE ENGAGEMENT OF PETER SWEENEY ARCHITECTS, LLC FOR CONSTRUCTION AND BID DOCUMENTATION COMPLETION**

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

Joel Griffith  
Emily Majer  
Peter Baldino  
D. William Shilling  
Emily Mangieri

Voting \_\_\_\_  
Voting \_\_\_\_  
Voting \_\_\_\_  
Voting \_\_\_\_  
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 19th day of February 2025 and entitled:

**VILLAGE OF TIVOLI  
RESOLUTION NO. \_\_\_\_  
DATED FEBRUARY 19, 2025**

**AUTHORIZING THE ENGAGEMENT OF PETER SWEENEY ARCHITECTS, LLC FOR  
CONSTRUCTION AND BID DOCUMENTATION COMPLETION**

(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 February, 2025.

-SEAL-

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Robin Bruno  
Village Clerk

**VILLAGE OF TIVOLI  
RESOLUTION NO. \_\_\_\_\_  
DATED \_\_\_\_\_, 2025**

**RESOLUTION APPROVING UPDATED PARK RULES AND EVENT AGREEMENTS  
FOR THIRD FLOOR COMMUNITY ROOM AND MEMORIAL PARK**

**WHEREAS**, pursuant to Section 159 of the Village Code, a proposed update to the Park Use Permit Rules has been submitted to the Board of Trustees of the Village of Tivoli and placed on file with the Village Clerk; and

**WHEREAS**, a proposed form of **VILLAGE OF TIVOLI THIRD FLOOR COMMUNITY ROOM TEMPORARY USE AGREEMENT** and a proposed form of **MEMORIAL PARK PAVILLION AND FIELD TEMPORARY USE AGREEMENT** (the "Event Agreements") have been submitted to the Board of Trustees of the Village of Tivoli and placed on file with the Village Clerk; and

**WHEREAS**, the Event Agreements remain subject to the park permit rules governing the use of memorial park field; and

**WHEREAS**, unless otherwise determined by the Village Board, routine receipt of applications and scheduling continue to be managed by the Village Clerk or Deputy Clerk, or in their absence or unavailability the designated Trustee liaison for the Rec Committee;

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

1. The Village Board hereby approves the revised Park Use Permit Rules as attached to and made a part of this resolution. Such revised Park Use Permit Rules shall amend and supercede the existing Tivoli Memorial Park Rules and Regulations.
2. The forms of Event Agreements are hereby approved in the form on file with the Village Clerk
3. The fees for such Event Agreements are revised as follows: The fee for use of the third-floor community room or the memorial park pavilion is \$75 per use and the initial security deposit is \$\_\_\_\_\_ per use. Fees and deposits may be amended from time to time by resolution of the Board of Trustees.

## 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 \_\_\_\_\_, 2025 at 6:00 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  
Emily Mangieri  
D. William Shilling

Mayor  
Deputy Mayor  
Trustee  
Trustee  
Trustee

### ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit;

### VILLAGE OF TIVOLI RESOLUTION NO. \_\_\_\_\_ DATED \_\_\_\_\_, 2025

### RESOLUTION APPROVING UPDATED PARK RULES AND EVENT AGREEMENTS FOR THIRD FLOOR COMMUNITY ROOM AND MEMORIAL PARK

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 ____ |
| Emily Mangieri      | Voting ____ |
| D. William Shilling | 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 \_\_\_th day of \_\_\_\_\_, 2025 and entitled:

**VILLAGE OF TIVOLI  
RESOLUTION NO. \_\_\_\_\_  
DATED \_\_\_\_\_, 2025**

**RESOLUTION APPROVING UPDATED PARK RULES AND EVENT AGREEMENTS  
FOR THIRD FLOOR COMMUNITY ROOM AND MEMORIAL PARK**

(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 \_\_\_\_\_ 2025.

-SEAL-

\_\_\_\_\_  
Robin Bruno  
Village Clerk

**VILLAGE OF TIVOLI, DUTCHESS COUNTY, NEW YORK  
MEMORIAL PARK PAVILION AND FIELD  
TEMPORARY USE AGREEMENT**

Name of User (Responsible Person): \_\_\_\_\_ ("You")

Authorized Person for Corporate Entity: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Cell Phone (Required): \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time Limits: From \_\_\_\_\_ to \_\_\_\_\_

Event Description: \_\_\_\_\_

Private \_\_\_\_\_ Open to the Public: \_\_\_\_\_ (Check One)

Memorial Park Field: \_\_\_\_\_ Memorial Park Pavillion: \_\_\_\_\_ (Check One)

Maximum Number of Persons to Attend: \_\_\_\_\_ (Not more than [50] persons in the Park Pavillion)

Non-refundable Service Fee: \$ \_\_\_\_\_ Refundable Security Deposit Fee \$ \_\_\_\_\_

This is a temporary use agreement between the Village of Tivoli and you. This is a revocable license, not a lease, and you are not a tenant. This Agreement can be terminated by the Village at any time with or without cause.

The Tivoli Village Memorial Park Pavillion and Memorial Park Field can only be made available when not needed for Village purposes. Users are responsible for taking care of the premises and for the conduct of attendees. The cooperation of all users is essential for the Village to continue to allow the use of this facility.

You agree to comply with the Village's Memorial Park Rules. A copy of the current Rules is attached to this Agreement. The Village can change the Rules from time to time by providing or posting at the Village Hall a copy of the revised rules before any Event.

**This Agreement is not valid unless it is signed by the Village Clerk, or Deputy Clerk, and all required fees and deposits have been received by the Village Treasurer. The Memorial Park Rules (2 pages) are part of this Agreement.**

Agreed and Accepted By:

User: \_\_\_\_\_

Date: \_\_\_\_\_

FOR VILLAGE USE ONLY:

Service Fee Received: \_\_\_\_\_

Deposit Fee Received: \_\_\_\_\_

Received By: \_\_\_\_\_

Use Scheduled

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Village of Tivoli  
Memorial Park Use Permit Rules  
Revised \_\_\_\_\_, 2025

1. Permits Required. In accordance with Section 159-5 of the Village Code, in order to assure to individuals and groups equal opportunity in the use and enjoyment of Park buildings and grounds, a written permit shall be required in the following circumstances:
- a.. For reserved use of the ballfield, basketball court or skating rink;
  - b. For reserved use of the pavilion;
  - c. For use of ballfield or pavilion lighting; and
  - d. For participation in the Community Garden Program.

No permit is required for Village sponsored events approved by the Board of Trustees.

2. Park Use Fees. The Board may establish use fees, cleanup deposits or other fees from time to time. Any such fees or deposits may be applied to outstanding permits for the remainder of the season.

3. Conditions. Special permits may be obtained from the Village Clerk during regular office hours. Such permits may be issued by the Village Clerk subject to the conditions set forth in these rules. In the absence or unavailability of the Clerk, the Village Trustee designated as liason to the Recreation Committee may issue such permits. The Village Clerk may condition such permits on such additional conditions as she or he may determine consistent with the purposes of Chapter 159, including without limitation priorities for reservations, limits on the size of groups, security personnel, length of use, certificate of liability insurance for corporate groups, and further approval of the Village Board.

4. Insurance. Attendees shall be responsible for carrying their own insurance on any personal property brought to the Event. Permittees will be responsible for carrying their own Worker's compensation and Employee Liability Insurance to the extent required by New York law. For a corporate entity or where otherwise requested by the Village, a permittee shall furnish evidence of satisfactory coverages, including public liability insurance insuring Village's interests.

5. Priorities. Priority in reserving Park facilities other than participation in the Community Garden Program shall be given as follows unless otherwise determined by the Village Board:

- a. events and activities sponsored by the Village;
- b. use by not-for-profit civic organizations and community groups based in the Town of Red Hook, sponsoring organized recreational activities for children; and
- c. other use by local community groups.

Permits may be issued to teams for the then-current season. Scheduling of specific games is subject to the Village Clerk's approval, and the Clerk may set aside scheduled times to ensure availability for priority uses. Users other than those in category a or b above who are seeking to reserve more than 2 games per week shall be approved in advance by the Village Board. Admission fees may not be charged unless approved in advance by the Village Board.

5. Game times. No games shall be permitted to start before 10:00 a.m. nor continue beyond 10:00 p.m. Monday through Saturday, and no games shall be permitted to

start before 12:00 Noon on Sunday nor continue past the hour of 10:00 p.m. Lights shall be turned out not later than 10:00 p.m.

6. Groups and Teams. Permits may be issued to an organized group or team upon the signature of a responsible individual. A team roster shall be submitted upon request. The individuals executing the permit application on behalf of the group or team are responsible for ensuring compliance by their group or team with the permit conditions. At least one of the individuals executing the permit must be present during the activity. The team leader is responsible for reviewing the Park laws and rules with each person attending the event.

7. Cleanup and Damages. Permittees are responsible for cleanup following their activity. Permittees are responsible for the actual cost of cleanup expenses and damage.

8. Revocation. Any permit may be revoked by the Village Clerk or by the Village Board for violation of any permit condition, Chapter 159 of the Village Code, or these Park Use Permit Rules by a group or team or by an individual member of such group or team. Any permit is further subject to revocation by the Village Board at any time without cause.

9. Good Neighbor Rules. All participants are required to follow Park rules and to respect the rights of residents bordering the Park.

a. Keep noise down before and after hours as players and spectators are arriving and departing the park.

b. Turn out lights on time. Games should be scheduled so as to allow time for participants to leave the Park by closing time.

c. Do not use amplified music that can be heard beyond the boundaries of the Park.

d. Batting during games shall occur only from home plate. No batting during games or practice shall be permitted in the direction of the third base line and/or left field fence line.

e. Use toilets provided in the Park.

f. Do not trespass on private property without express permission of the owner.

9. Park Facilities. Please remember that the Park facilities have been constructed and maintained through a combination of community contributions, Village support, grants, and many hours of volunteer time. Please support the efforts of the volunteers who have worked to make these facilities available to the community.

10. Event Rules.

a. Use of Alcohol and smoking are strictly prohibited.

b. The Village can require the Permittee to immediately remove any person whose conduct is deemed by the Village to be unsatisfactory. The Village reserves the right to obtain its own security personnel at Permittee's expense, and to have its own representative(s) present at all times. The Village will assume no obligation to supervise or control Permittee's Event.

c. Permittee shall defend, indemnify and hold harmless the Village and its officers, employees and agents against all actions, claims, demands, liabilities and damages which may be imposed on or incurred as a result of the Event. Neither Permittee nor any of its invitees employees, or agents shall have any claim, legal, equitable or otherwise, against the Village for personal injury, wrongful death, or property damage resulting from any acts

of the Village or its officers, employees or agents during the course of the Event or in connection with the Event.

11. Community Garden Program. The Tivoli Community Garden Program is dedicated to maintaining an organic community garden in the Memorial Park that provides education, exercise, and beautification to our community. Garden plot participants will maintain the grounds at the garden, working in a spirit of cooperation and fellowship. The goal of the program is to offer a safe and attractive environment to participants desiring a place to grow edible produce and/or flowers. The permit requirements are intended to ensure the maintenance of a neat and productive garden area and assure a pleasant environment for all persons in the garden. The garden area may be located and fenced and signage installed as approved by the Mayor.

a. Seasonal Permits. The layout and number of available garden plots will be determined at the beginning of each season and assigned for a single growing season. All plots are subject to reallocation in subsequent years depending on the number of interested gardeners. The Village Clerk will accept applications seasonally and may assign plots by lot if demand exceeds available plots.

b. Park and Program Rules. Each gardener will be responsible for abiding by park rules and gardening program rules and requirements.

**VILLAGE OF TIVOLI, DUTCHESS COUNTY, NEW YORK**  
**Historic Watts dePeyster Hall**  
**86 Broadway**  
**THIRD FLOOR COMMUNITY ROOM**  
**TEMPORARY USE AGREEMENT**

Name of User (Responsible Person): \_\_\_\_\_ ("You")

Authorized Person for corporate entity: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Cell Phone (Required): \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email: \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time Limits: From \_\_\_\_\_ to \_\_\_\_\_

Event Description: \_\_\_\_\_

Private \_\_\_\_\_ Open to the Public: \_\_\_\_\_ (Check One)

Maximum Number of Persons to Attend: \_\_\_\_\_ (Not more than [50] persons)

Non-refundable Service Fee: \$ \_\_\_\_\_ Refundable Security Deposit Fee \$ \_\_\_\_\_

This is a temporary use agreement between the Village of Tivoli and you. This is a revocable license, not a lease, and you are not a tenant. This Agreement can be terminated by the Village at any time with or without cause.

The Tivoli Village Hall Third Floor Community Room can only be made available when not needed for Village purposes. Users are responsible for taking care of the premises and for the conduct of attendees. The cooperation of all users is essential for the Village to continue to allow the use of this facility.

You agree to comply with the Village's Third Floor Community Room Rules. A copy of the current Rules is attached to this Agreement. The Village can change the Rules from time to time by providing or posting at the Village Hall a copy of the revised rules before any Event.

**This Agreement is not valid unless it is signed by the Village Clerk, or Deputy Clerk, and all required fees and deposits have been received by the Village Treasurer. The Community Room Rules (2 pages) are part of this Agreement.**

Agreed and Accepted By:

User: \_\_\_\_\_

Date: \_\_\_\_\_

FOR VILLAGE USE ONLY:

Service Fee Received: \_\_\_\_\_

Deposit Fee Received: \_\_\_\_\_

Received By: \_\_\_\_\_

Use Scheduled

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Approved: \_\_\_\_\_

**TIVOLI Historic Watts dePeyster Hall**  
**THIRD FLOOR COMMUNITY ROOM RULES**

All users of the Community Room are subject to the following rules. If You violate these rules, the Village can require You and your guests to leave the premises immediately, and charge you for all cleanup costs and security personnel deemed necessary by the Village. Please remember that this is a historic building and public property to be shared by the community.

1. Use of the Community Room shall be solely for the Event listed in the Agreement and for not more than the number of persons listed. No more than 50 persons for any given Event. You may not charge admission for any Event.
2. Use of the Community Room may be scheduled up to 90 days in advance.
3. No applicant may schedule more than 30 events per year.
4. The Board may establish use fees, cleanup deposits, or other fees from time to time.
5. You and your guests are allowed use only the marked space, whether that be the Community Room itself for the Event. Your Event must not interfere with other uses going on in the building at the same time.
6. Alcohol and smoking are strictly prohibited. No animals are permitted, other than certified guide dogs used by disabled persons.
7. The use of glitter and open flames are strictly prohibited. No chafing dishes, hot pots, grills, air fryers, toasters or similar appliances may be used.
8. You are solely responsible for the conduct of your Event. You will not create any impression that the Village sponsors or otherwise participates in your Event. You will not place any signs on the Village's property without the Village's express consent. You will provide copies of any brochures and advertisements to the Village for prior approval. ALL advertisements must state, NOT sponsored by Village of Tivoli
9. You are responsible for the behavior of all persons who use the Community Room during your event. You will maintain control over the Event and you will ensure that the Event is conducted in compliance with all applicable laws and regulations.
10. The Village can require you to immediately remove any person whose conduct is deemed by the Village to be unsatisfactory. The Village reserves the right to obtain its own security personnel at Your expense, and to have its own representative(s) present at all times. The Village will assume no obligation to supervise or control Your Event.
11. You agree to defend, indemnify and hold harmless the Village and its officers, employees and agents against all actions, claims, demands, liabilities and damages which may be imposed on or incurred as a result of Your Event. You have no claim, legal, equitable or otherwise, against the Village for personal injury, wrongful death, or property damage resulting from any acts of the Village or its officers, employees or agents during the course of the Event or in connection with the Event.
12. The Village is not responsible for any interruption in heat, water, lights or other interruption in services. In case of fire or other casualty or in case of emergency conditions requiring use of the Village Hall for public purposes, the Village can terminate this agreement without any liability to You.
13. You will carry Your own insurance on any personal property brought to the Event. You will carry your own Worker's compensation and Employee Liability Insurance to the extent required by New York law. If requested by the Village or if you are a registered corporate entity, You will furnish evidence of satisfactory coverages, including public liability insurance insuring Village's interests.
14. This agreement is binding on all heirs, legal representatives and successors and assigns of both parties. You are not allowed to assign this agreement without the prior written consent of the Village.
15. You must end your Event, have all cleanup complete and have all persons off the premises by the closing time specified in the Agreement. The Village reserves the right to impose an additional charge for damage or cleaning to restore the premises after Your use.

16. The Service Fee is intended to cover a portion of the Village's utility and other costs for the Events and is non-refundable. The Service Fee may be waived in whole or in part at the discretion of the Village for educational or recreational events sponsored by the School District, Library, or similar events open to the public. Except for events sponsored by the Library, this provision does not waive any required security deposit.