



Meeting of the Village of Tivoli Board of Trustees

AGENDA

June 18, 2025 | 7:00 PM
Historic Watts dePeyster Hall
86 Broadway Tivoli NY 12583

1. Call Meeting to Order
 - Pledge Allegiance to the Flag
2. Village Clerk's Report
3. Approve minutes from previous meeting
 - May 21, 2025 regular meeting minutes
4. Treasurer's Report
 - Payment of Bills
5. Monthly Zoning Report
6. Public Comment on Agenda items only
7. Regular Business
 - 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 Authorizing an Addendum to Agreement for Professional Services between the Village of Tivoli and T&B Engineering and Landscape Architecture, P.C.
 - Execution of On-Call Engineering Services – Task Order #7 – Feroe Avenue Drainage Improvements Construction Documents
 - Resolution for Harriet Tubman Underground Railroad New York Scenic Byway Nomination and Corridor Management Plan Adoption

The next Board Meeting will be held Wednesday, July 16, 2025 at 7:00 PM at Historic Watts dePeyster Hall, 86 Broadway, Tivoli New York 12583. The workshop meetings will take place at 6:00 PM on July 9, 2025 and July 16, 2025.

8. Tivoli Village Court Summary Report
9. Police Report
10. Other Business
11. Non-agenda Public Comment
12. Adjourn Meeting

**** Agenda is subject to change.**



Office of the Village of Tivoli
Clerk's Report
June 18, 2025
Historic Watts dePeyster Hall
(845) 757-2021 | clerk@tivoliny.org
86 Broadway | POB 397 Tivoli NY 12583

Clerk's Report for the Month of June

- Sold 430 Trash Tags
- Treasurer Bonnie Day processed two payrolls
- The Village Offices and Tivoli Free Library will be closed on Thursday, June 19, 2025, in observance of Juneteenth
- The Village Office hours are on our summer schedule, starting Memorial Day and continuing until Labor Day. We will be open Monday through Thursday 9:00AM-4:00PM as usual but Friday we will be open from 9:00AM-12:00PM.
- Sold 2 Permits for Yard Sale Day
- The 36th Annual Village Wide Yard Sale Day is July 26, 2025. To obtain a permit, you'll need to get an application either from tivoliny.org or a printed copy at the Village Office. Return the completed form with a \$10 fee before July 12, 2025, to appear on the Yard Sale Day Map. We also offer space at Village Hall for an additional \$10 to individuals who are off the beaten path.
- Nine children have signed up for Summer Recreational Camp. Their parents have raved about how their kids love our camp.
- Summer Recreational Camp registration is open until July 25, 2025. Registration forms are available on the Village website for download, or you can visit the Village Office for a printed copy
- The Village, Library, American Legion and Fire Department will be hosting community wide potluck dinners in the pavilion, at the Harris Smith Post American Legion, 88 Broadway. The first potluck date is June 20, 2025, starting at 6:00PM. Please bring a dish to share. Utensils, cups, plates, and bowls will be provided but we encourage you to bring your own reusable ones.
- The Pride Celebration Walk will be held Saturday, June 21, 2025, starting at 3:00 PM at Suminski Innski, 8 Friendship Street. The walk travels up Broadway to Hotel Tivoli, 53 Broadway. Dancing is free and open to all from 4:00 PM to 7:00 PM.

VILLAGE OF TIVOLI
BOARD OF TRUSTEES
REGULAR MEETING MINUTES

MAY 21, 2025

A meeting of the Village Board of Trustees was held on May 21, 2025, at the Historic Watts DePeyster Hall, Tivoli NY. Mayor Emily M. Majer called the meeting to order at 7:07 PM.

Present: Mayor Emily M. Majer, Deputy Mayor Bill Shilling, Trustee Peter Baldino, Trustee Sarah Imboden, Trustee Emily Mangieri

Public: Danielle Chanler from PANDA

The mayor asked all present at the meeting to stand for the Pledge of Allegiance.

Clerk's Report

The Clerk's Report for the month of April was read by Clerk Kris Cleaveland. The Village sold 512 trash tags, Treasurer Bonnie Day processed 2 payrolls, and Planning and Zoning Secretary Bonnie Day assisted the Planning Board with a meeting on Monday May 12, 2025.

The Village hosted two events during the month of April: The Easter Egg Hunt on April 19, at Memorial Park and the Tree Committee held its annual Arbor Day celebration. One hundred river birch and witch hazel saplings were given away. On May 10, the Fire Department also hosted their annual Installation Dinner at which the Fire, Fire Police, and Rescue Squads, as well as members of the Board of Directors, took their oaths of office.

The offices at Village Hall will be closed on Monday May 26, 2025 in observance of Memorial Day. Also, on Memorial Day, there will be a ceremony honoring our Veterans at the Red Church Cemetery at 11:00 AM at the South Flagpole. Refreshments will follow at the Harris Smith Post #524 American Legion next to Village Hall.

Approval of Minutes from Previous Meetings

Deputy Mayor Shilling made a motion to approve minutes from the April 9 workshop meeting, April 16 Re-Organizational Meeting, and May 14 workshop meeting. Trustee Mangieri seconded the motion. All in favor. Motion carried. Roll call: Majer: aye, Shilling: aye, Baldino: aye, Imboden: aye, Mangieri: aye.

Treasurer's Report

Next, the Treasurer's Report from May 21, 2025 with Voucher Detail Report #12 was reviewed. There were \$129,731.65 in payments in the month of April. Some of these payments are large

end of year expenditures for Fire Department related programs, like LOSAP, which will be reimbursed by the town of Red Hook.

The Board voted to approve the Treasurer's Report. On a motion by Deputy Mayor Shilling, seconded by Trustee Imboden. All in favor. Motion carried. Roll call: Majer: aye, Shilling: aye, Baldino: aye, Imboden: aye, Mangieri: aye.

Trustee Mangieri made a motion to pay the bills. Deputy Shilling seconded. All in favor. Motion carried. Roll call: Majer: aye, Shilling: aye, Baldino: aye, Imboden: aye, Mangieri: aye.

Zoning Administrator/Building Inspector's Report

Deputy Mayor Shilling read the Zoning Report dated May 19, 2025 from Z3 Consultants. There were 14 Building Permits reviewed, 9 Building Permits Issued, 0 Complaints, 0 Complaints Investigated, 0 Zoning/Property Maintenance Violations, 0 Appearance Tickets, 3 Municipal Searches, 14 Inspections, Code Enforcement Training was provided by Z3, and Fire Inspections were performed.

Upcoming Meeting Dates

The next Board meeting will be held Wednesday, June 18, 2025 at 7:00 PM at Historic Watts dePeyster Hall, 86 Broadway, Tivoli New York 12583. The monthly workshop meetings will take place at 6:00 PM on June 11, 2025 and June 18, 2025.

There will be a public forum on Wednesday June 11, 2025 at 7:00 PM after the Board of Trustees workshop. This forum will discuss "the topic of household solid waste and recycling, and what we need to do to increase safety and decrease costs, while also minimizing physical impacts on our infrastructure." Residents are encouraged to attend.

Regular Business

The first order of regular business was the **Resolution Establishing the Standard Work Day for Employees, Resolution 19-2025**. On a motion by Trustee Baldino, seconded by Deputy Mayor Shilling, all in favor, motion carried. The Board approved Resolution 19-2025. Roll call: Majer: aye, Shilling: aye, Baldino: aye, Imboden: aye, Mangieri: aye.

The next order of regular business was the **Resolution Establishing the Standard Work Day and Reporting for Elected and Appointed Officials, Resolution 20-2025**. Trustee Mangieri made a motion to approve Resolution 20-2025. Deputy Mayor Shilling seconded. All in favor. Motion carried. Roll call: Majer: aye, Shilling: aye, Baldino: aye, Imboden: aye, Mangieri: aye.

The next order of regular business was the **Authorization an Addendum to Agreement for Professional Services Between the Village of Tivoli and Crawford & Associates Engineering & Land Surveying, P.C., Resolution 21-2025**. On a motion by Trustee Imboden, seconded by Deputy Mayor Shilling, all in favor, the Board approved Resolution 21-2025. Roll call: Majer: aye, Shilling: aye, Baldino: aye, Imboden: aye, Mangieri: aye.

The next order of regular business was the **Resolution Authorizing Task Order with Crawford & Associates Engineering & Land Surveying, P.C. for Memorial Drive Drainage Improvement Project C&A# 4589.75, Resolution 22-2025**. On a motion by Trustee Baldino, seconded by Trustee Mangieri. All in favor. Motion carried. Roll call: Majer: aye, Shilling: aye, Baldino: aye, Imboden: aye, Mangieri: aye.

Justice Report

Trustee Baldino read the Justice Report provided by Tivoli Village Justice Court and \$1363.00 in fines, surcharges, and civil fees were remitted to the New York State Office of the Comptroller.

There was no Police Report for the month of April.

Trustee Reports

Trustee Mangieri spoke about the Easter Egg Hunt on April 19, 2025. She said, “the Easter Egg Hunt turned out perfect.” Tom Crisi, Sr. from Tivoli Fire Department helped out by giving out 50 Chocolate Bunnies to children at the event. Organizers stuffed 2,500 eggs but say they will need more next year. The Board thanked Tom Crisi, Sr., the Tivoli Fire Department and Jake Stickle for providing the hay.

The mayor then announced that the Village of Tivoli, in partnership with Hudson Valley Greenway and Kaatsbaan Cultural Park, will be restoring the Greenway Trail behind Village Hall. The trail had been created in 2001, but later abandoned, will connect the heart of the Village to Tivoli Bays. A kiosk will be installed at the trailhead behind Village with educational signage written by native plant specialist, Barbara Hughey. Student volunteers, Village DPW employees, Al Moore, and Harold Dedrick have been working hard to brush hog and clear the trail. The trail isn’t quite complete yet, but the ribbon cutting ceremony is tentatively scheduled for sometime in summer 2025.

The mayor thanked the Tivoli Fire Company for inviting the board and village officials to their annual dinner.

The mayor also thanked DPW for working hard mowing between raindrops and fighting against the weather.

A motion to adjourn the meeting was made by Trustee Imboden, seconded by Trustee Mangieri, all in favor. Motion carried. The meeting adjourned at 7:31 PM.

Respectfully submitted,



Kris Cleaveland

Village Clerk

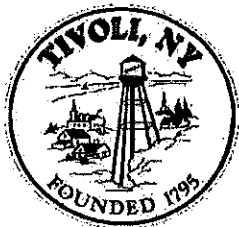
Treasurer's

Report

will be

posted

6/18/2025!



VILLAGE OF TIVOLI
HISTORIC WATTS DEPEYSTER HALL
PO Box 397 ~ TIVOLI, NY 12583-0397

BUILDING & ZONING DEPARTMENT
EMAIL: BIZEO@TIVOLINY.ORG
OFFICE: 845.757.2021 ~ FAX: 845.757.5416

Gary E. Beck, Jr.
Building Inspector

June 17, 2025

Mayor & Board of Trustees
86 Broadway
Tivoli, NY 12583

RE: Monthly Report

Dear Village Board,

Below are the activities from the Code Enforcement Department for the above-mentioned time frame.

- Building Permits Reviewed - 7
- Building Permits issued – 5
- Complaints - 1
- Complaints investigated - 0
- Zoning/Property Maintenance Violations – 1
- Appearance Tickets - 0
- Municipal Searches – 0
- Inspections – 8
- Code Enforcement Training – **Provided by Z3**
- Fire Inspections

Thank you,

Gary E. Beck, Jr.
Code Enforcement Officer

**VILLAGE OF TIVOLI
RESOLUTION NO. _____
DATED: JUNE 18, 2025**

**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. (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, 2025, and ending June 30, 2026, 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 June 18, 2025 at 7:00 PM, local time.

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

PRESENT:

Emily Majer	Mayor
Sarah Imboden	Trustee
Peter Baldino	Trustee
Emily Mangieri	Trustee
D. William Shilling	Trustee

ABSENT:

The following persons were ALSO PRESENT:

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

**VILLAGE OF TIVOLI
RESOLUTION NO. _____
DATED: JUNE 18, 2025**

**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:

Emily Majer	Voting ____
Sarah Imboden	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) They are 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 are 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 18 day of June, 2025 and entitled:

**VILLAGE OF TIVOLI
RESOLUTION NO. _____
DATED: JUNE 18, 2025**

**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 18th day of June, 2025.

-SEAL-

Village Clerk

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT is made as of this ____ day of ____, 2025, between the Monumental Hudson Widow's Son No. 7, F.&A.M. Inc., 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, 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, 2025 (the "Commencement Date"), and ending June 30, 2026, unless sooner terminated as provided herein.
3. **RENTAL AMOUNT; OTHER CONSIDERATION.** The Tenant shall pay to the Owner the sum of ~~FIFTEEN HUNDRED DOLLARS (\$15,000.00)~~ per annum for the use of the Leased Premises, to be paid on or about the 31st day of December, 2025.
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: Emily Majer
Its: Mayor

Date: _____

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

EXHIBIT A
THE LEASED PREMISES

**VILLAGE OF TIVOLI
RESOLUTION NO. ____
DATED: JUNE 18, 2025**

**AUTHORIZING AN ADDENDUM TO AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN THE VILLAGE OF TIVOLI AND T&B ENGINEERING AND
LANDSCAPE ARCHITECTURE, P.C.**

WHEREAS, the Village of Tivoli ("Village") and T&B Engineering and Landscape Architecture, P.C. entered into an Agreement for Professional Services dated as of June 21, 2018 ("Agreement"), and the Village wishes to amend said Agreement with an Addendum to Agreement for Professional Services ("Addendum"), a copy of which is on file with the Village Clerk;

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. Mayor Majer, or her authorized designee, is hereby authorized and directed to execute the Addendum in substantially the form on file with the Village Clerk.
2. 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 June 18, 2025 at 7:00 p.m., local time.

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

PRESENT:

Emily Majer	Mayor
Sarah Imboden	Trustee
Peter Baldino	Trustee
Emily Mangieri	Trustee
D. William Shilling	Trustee

ABSENT:

The following persons were ALSO PRESENT:

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

**VILLAGE OF TIVOLI
RESOLUTION NO. ____
DATED: JUNE 18, 2025**

AUTHORIZING AN ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF TIVOLI AND T&B ENGINEERING, P.C.

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

Emily Majer	Voting ____
Sarah Imboden	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) They are 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 are 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 18th day of June, 2025 and entitled:

**VILLAGE OF TIVOLI
RESOLUTION NO. ____
DATED: JUNE 18, 2025**

AUTHORIZING AN ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF TIVOLI AND T&B ENGINEERING, P.C.

(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 their hand this __ day of _____, 2025.

-SEAL-

Kris Cleaveland
Village Clerk

**ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
VILLAGE OF TIVOLI AND T&B ENGINEERING AND LANDSCAPE ARCHITECTURE, P.C.**

THIS ADDENDUM ("Addendum") is made and entered into as of the ____ day of June, 2025, between the **VILLAGE OF TIVOLI**, a municipal corporation of the State of New York, 86 Broadway, Tivoli, New York 12583, hereinafter referred to as "Village" and **T&B ENGINEERING AND LANDSCAPE ARCHITECTURE, P.C.**, a professional corporation organized under the laws of the State of New York, having its principal office at 53 Southampton Road, Westfield, Massachusetts 01085 and having an office for the conduct of business at 47 West Market Street, Suite 2, Rhinebeck, New York 12572, hereinafter referred to as "Consultant."

The **AGREEMENT FOR PROFESSIONAL SERVICES** dated as of June 21, 2018 ("Agreement for Professional Services") is hereby amended and supplemented as follows:

1. Exhibit A to the Agreement for Professional Services is amended to read as shown in the attached Exhibit A entitled "Standard Clauses for Municipal Contracts", amended as of December 31, 2023.
2. Exhibit C-1 to the Agreement for Professional Services entitled "Itemized Fee Schedule Including Disbursements" is hereby amended to read as set forth in the attached Schedule, effective June 1, 2025.
3. Exhibit D to the Agreement for Professional Services entitled "Term and Completion Deadlines" is hereby amended for an additional term of 3 years from the date of this addendum.

IN WITNESS WHEREOF, the parties have duly executed this Addendum as of the date first above written.

VILLAGE OF TIVOLI

By: Emily Major, Mayor

**T&B ENGINEERING & LANDSCAPE
ARCHITECTURE, P.C.**

By: April S. Lassard
Title: Vice President

agency as defined in Section 312 is committed to expend, or does expend, funds in return for labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (b) a written agreement in excess of \$100,000 whereby a contracting agency is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon, or (c) a written agreement in excess of \$100,000 whereby the owner of a State-assisted housing project is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a.) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

(b.) At the request of the Municipality, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status, and that agency,

union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c.) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

The Contractor shall include the provisions of (a), (b), and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the state contract. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to this Agreement; or (ii) employment outside New York State. The Municipality shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Municipality shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Municipality shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of

the Contractor shall timely inform the Municipality's chief fiscal officer with a copy to its Records Access Officer, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Municipality's right to discovery in any pending or future litigation.

10. **LIABILITY.** Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Municipality, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

11. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal Supremacy clause requires otherwise.

12. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 106-b.

13. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

14. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or

upon the Municipality's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient.

15. **OBSERVANCE OF LAWS.** The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

16. **DISQUALIFICATION TO CONTRACT WITH PUBLIC ENTITY OR POLITICAL SUBDIVISION.** The Contractor has not been disqualified from selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services.

17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the New York State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be

it shall be bound by the terms of said policy. Any violation of the Sexual Harassment Policy, the New York State Labor Law, or the New York State Human Rights Law by the Contractor, its contractors, subcontractors, officers, employees, or agents shall constitute an event of default under this Agreement.

26. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

T0345.P003
March 4, 2025

Mayor Joel Griffith
Village of Tivoli
P.O. Box 397, 86 Broadway
Tivoli, NY 12583

Re: On-Call Engineering Services – Task Order #7 – Feroe Avenue Drainage Improvements Construction Documents

Dear Mayor Griffith:

The Village of Tivoli has historically had an issue with drainage in the Feroe Avenue area. In recent years the drainage issue has become more frequent and is affecting houses on Feroe Avenue and Montgomery Street as well as impacting the drainage in the public street. Historically the area was drained via a 12" culvert to private land to the south. However, due to changes in use of the land, it no longer makes sense to maintain the pre-existing drainage pattern.

In 2024, Tighe & Bond completed a preliminary hydrologic and hydraulic study of proposed drainage improvements in the Montgomery/Feroe drainage area. The preferred mitigation option from that study was to re-route stormwater from Feroe, south on Montgomery Street to Spring Street. The drainage improvements included drainage swales, proposed drainage lines and drainage line replacements within portions of Feroe Avenue, Montgomery Street and Spring Street. The storm drain discharges to the Stony Kill, a class A(T) stream along the reach at the existing outfall.

We understand the Village recently received a Climate Smart Communities, Storm Sewer Flood Risk Reduction Grant to help fund this project. This task order is for obtaining a survey of the existing conditions, revising the hydrologic and hydraulic analysis for the existing and proposed municipal drainage systems within portions of Feroe Avenue, Montgomery Street and Spring Street, preparing permits and creating design and construction plans, and providing bidding assistance.

Scope of Services

Task 1 – Survey – Our subcontracted licensed land surveyor will gather survey data for the existing conditions along portions of Feroe Avenue, Montgomery Street and Spring Street and five residential properties along Montgomery Street. Survey will include one-foot contours for the topography, subsurface utilities including inverts and rim/grate elevations for the sanitary sewer and storm drainage system, fire hydrants, edge of pavement, curbing, sidewalks, utility poles, signs, retaining walls and other site features within the right of way. The water line will be marked out and surveyed. The road right of ways and any easements including the easement from the end of Spring Street to the stream will be shown on the base map. Our subcontractor is a certified WBE which will help the Village meet the MWBE requirements of the grant.

Task 2 – Hydrologic and Hydraulic Analysis

Hydrologic Analysis – Using the base map created in Task 1, Tighe & Bond will complete a hydrologic analysis to determine the quantity of stormwater flowing to the existing and proposed municipal drainage systems within portions of Feroe Avenue, Montgomery Street and Spring Street. The hydrologic analysis models how much

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Services in New York provided by T&B Engineering and Landscape Architecture, P.C.

www.tighebond.com



precipitation is expected to fall in an area under specific storm events as well as how much stormwater runoff is generated over specified time intervals. Analysis will be completed using the Extreme Precipitation tables made available by the National Weather service. The analysis will model rain events for the 1-, 10-, 25- and 100 - year storm. Stormwater modeling will be completed in accordance with the United States Department of Agriculture Urban Hydrology for Small Watersheds, also known as Technical Release 55 (TR-55), using HydroCAD software.

Hydraulic Analysis - After completing the Hydrologic Analysis, Tighe & Bond will complete a hydraulic analysis of the existing and proposed municipal drainage systems. The hydraulic analysis will identify the existing capacity of Village owned drainage infrastructure and provide the required design capacity for new or replacement drainage pipes and swales. The pipes and swales will be sized based on the 25-year, 24-hour storm event.

Task 3 – Permitting and 60% Design Documents - Upon completion of Task 2, we will progress the conceptual design into a plan set for 60% design. The 60% design will incorporate design requirements and details and will be the basis for preparing an administratively complete Joint Application for permit for the replacement of the existing stormwater outfall on the Stony Kill. A 60% design opinion of probable cost (OPC) will be provided to the Village for consideration and to determine if the project needs to consider scope reduction to meet the Village's budget expectations. OPC will be provided to include costs for an outside contractor to construct only. We will conduct one in person meeting with the Village to review the plans and OPC. For the purposes of this proposal we have assumed the project will be classified as a Unlisted action under State Environmental Quality Review Act (SEQR) requiring a coordinated review and we have assumed the Village will be the lead agency under SEQR. Tighe & Bond will provide the Village with a completed SEQR short form Parts 1, 2, and 3. We will coordinate the preparation of SEQR documents with the Village Attorney.

Task 4 – Easement Coordination - We will identify easements that are required for construction and future maintenance of the drainage infrastructure. Easements will be identified on a separate plan and will be provided to the Village's attorney for the purposes of obtaining and confirming these easements.

Task 5 – Construction Documents - The construction documents will incorporate comments from the Village, easements and final details for construction. We will develop the Project Manual and update the OPC. We will conduct one in person meeting with the Village to review the plans and OPC.

Task 6 – Bidding Assistance - Conduct bidding, hold a pre-bid meeting, and prepare an addendum to the bidding documents, and coordinate receipt bids from the Contractors. Bids will be hosted on Tighe & Bond's bidding website. Review bids and make a recommendation of award and submit information to the Village.

Exclusions

In an effort to provide you with a scope that fits your budget, we have prepared a detailed scope of services based upon our understanding of the project needs. In this same regard, the following list includes those services that are not included in the development of our budgetary estimate. If these services are required, we will modify our task order accordingly to meet your needs or provide an amendment to the scope of services.

- Evaluation and/or design of private infrastructure

- Grant Applications or Administration
- Attendance at additional meetings other than those included in this proposal are excluded
- Engineering design, except as noted above
- Easement acquisition
- GIS mapping
- Construction Administration or Observation Services

Schedule and Fee

We will perform these services for a lump sum fee of \$82,000 invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. This task order is prepared consistent with and subject to the terms of our on-call agreement for professional services dated June 21, 2018 and amended May 22, 2022. We will commence work upon authorization to proceed.

We are pleased to have the opportunity to assist the Village in study. Please feel free to contact me at 845-516-5803 or 518-965-5786, should you have any questions regarding our proposal, or if you need additional information.

Very truly yours,

T&B Engineering and Landscape Architecture, P.C.



Brandee Nelson, PE, LEED AP
Vice President

ACCEPTANCE:

On behalf of **The Village of Tivoli**, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

J:\T\T0345 Village of Tivoli\Proposal\Task Orders\Task Order #7 - Feroe Avenue Construction Documents.docx

COPY

VILLAGE OF TIVOLI
RESOLUTION NO. 11-2025
DATED: MARCH 19, 2025

**RESOLUTION AUTHORIZING TASK ORDER #7 – FEROE AVENUE DRAINAGE
IMPROVEMENTS CONSTRUCTION DOCUMENTS**

WHEREAS, in 2024, Tighe & Bond completed a preliminary hydrologic and hydraulic study of proposed drainage improvements in the Montgomery/Feroe drainage area; and

WHEREAS, The Village of Tivoli has engaged Tighe & Bond to obtain a survey of the existing conditions, revising the hydrologic and hydraulic analysis for the existing and proposed municipal drainage systems within portions of Feroe Avenue, Montgomery Street and Spring Street; and

WHEREAS, Tighe and Bond has proposed a task order 7 (the "Task Order") at a lump sum fee of \$82,000 as more specifically set forth in a proposal on file with the Village Clerk;

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. Mayor Griffith, or in his absence Deputy Mayor Majer, is hereby authorized and directed to execute the Task Order in substantially the form on file with the Village Clerk.
2. 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 March 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	Mayor
Emily Majer	Deputy Mayor
Peter Baldino	Trustee
Emily Mangieri	Trustee
D. William Shilling	Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by Trustee Mangieri, seconded by Trustee Shilling, to wit:

VILLAGE OF TIVOLI
RESOLUTION NO. 11-2025
DATED: MARCH 19, 2025

RESOLUTION AUTHORIZING TASK ORDER #5A – PHASE 3 – EXPANDED TIVOLI ACRES H&H STUDY

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

COPY

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 March, 2025 and entitled:

VILLAGE OF TIVOLI
RESOLUTION NO. 11-2025
DATED: MARCH 9, 2025

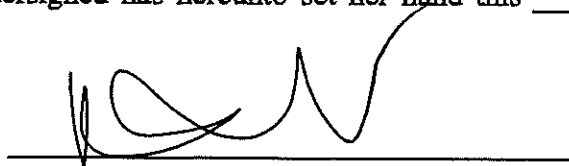
**RESOLUTION AUTHORIZING TASK ORDER #5A – PHASE 3 – EXPANDED TIVOLI
ACRES H&H STUDY**

(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 March, 2025.

-SEAL-



Village Clerk

VILLAGE OF TIVOLI
RESOLUTION NO. _____
DATED: JUNE 18, 2025

**RESOLUTION FOR HARRIET TUBMAN UNDERGROUND RAILROAD NEW YORK
SCENIC BYWAY NOMINATION AND CORRIDOR MANAGEMENT PLAN
ADOPTION**

WHEREAS, the historic qualities of the Harriet Tubman Underground Railroad New York Scenic Byway, as described in the corridor management plan, and the surrounding areas have been appreciated and celebrated for over a century by the residents of New York State, as well as tourists, historians, artists, authors, and other visitors to the region; and it is this unique combination of the journeys of Harriet Tubman and those Freedom Seekers who traveled on the Underground Railroad that create the special sense of place that is vital in telling the New York story of the human desire for freedom and the historic sites they utilized during their journey to emancipation; and

WHEREAS, the Steering Committee of the Harriet Tubman Underground Railroad New York Scenic Byway, composed of representatives of 22 municipalities along the proposed scenic byway route, committed to working cooperatively to protect and promote the historic, scenic, recreational, and economic well-being of the 544-mile Corridor throughout the state and agreed to pursue the nomination of the Harriet Tubman Underground Railroad New York Scenic Byway; and

WHEREAS, portions of the Harriet Tubman Underground Railroad New York Scenic Byway are located within the Village of Tivoli.

NOW THEREFORE BE IT HEREBY RESOLVED, that the Board of Trustees 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 Board) hereby:

1. Supports the designation of the Harriet Tubman Underground Railroad New York Scenic Byway which includes programs for stewardship and enhancement of the historic scenic byway and guidance to manage future activities along its corridor.
2. Confirms that as required by federal and state laws, they will not approve any requests for new off-premise outdoor advertising signs along the designated Harriet Tubman Underground Railroad New York Scenic Byway route.
3. Will work in partnership with the other municipalities along the Harriet Tubman Underground Railroad New York Scenic Byway and local and regional stakeholders in order to support future Byway program development and collaborate with these interested entities to explore opportunities for cooperation and methods to advance the Scenic Byway.

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 June 18, 2025 at 7:00 p.m., local time.

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

PRESENT:

Emily Majer	Mayor
Sarah Imboden	Trustee
Peter Baldino	Trustee
Emily Mangieri	Trustee
D. William Shilling	Trustee

ABSENT:

The following persons were ALSO PRESENT:

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

**VILLAGE OF TIVOLI
RESOLUTION NO. _____
DATED: JUNE 18, 2025**

**RESOLUTION FOR HARRIET TUBMAN UNDERGROUND RAILROAD NEW YORK
SCENIC BYWAY NOMINATION AND CORRIDOR MANAGEMENT PLAN
ADOPTION**

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

Emily Majer	Voting ____
Sarah Imboden	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) They are 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 are 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 18th day of June, 2025 and entitled:

**VILLAGE OF TIVOLI
RESOLUTION NO. _____
DATED: JUNE 18, 2025**

RESOLUTION FOR HARRIET TUBMAN UNDERGROUND RAILROAD NEW YORK SCENIC BYWAY NOMINATION AND CORRIDOR MANAGEMENT PLAN ADOPTION

(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 their hand this 18th day of June, 2025.

-SEAL-

Kris Cleveland
Village Clerk

Tivoli Village Court
Charge Volume Summary Report
All Judges

Charges from: 05/01/2025
to: 05/31/2025

Report date: 06/02/2025

Statute	Charges Received	Charges Disposed
VTL	4	11
ECL	1	0
VO	0	10
TOTALS	5	21

Total money collected and remitted to State Comptroller:

Fines:	1590.00
Surcharges:	268.00
Civil Fees:	0.00
Total:	1858.00

VILLAGE OF TIVOLI JUSTICE COURT

Monthly Report for May, 2025
Form AC-1030(sei)

ID#: 1344890359C
Justice Name: Danielle Cordier

Tivoli, NY. 12583

County: Dutchess
Phone: (845)757-3219

Defendant Name or Title of Action	TSLE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
	VO 153 3 nuisances	03/28/25	0	Dism'd CPL170.55 ACD			
	1K14F5WJT1 VTL 1180 D Speeding 49/30	02/28/22	2	Reduced to:			
	1K14F5WJT1 VTL 1201 A STOP/PARK VIOL	02/28/22	2	Fine/Shg	150.00	0.00	25.00
	C130JTB7DV VTL 1110 A DIS TRFC DEVICE	12/20/24	2	Reduced to:			
	C130JTB7DV VTL 1201 A STOP/PARK VIOL	12/20/24	2	Fine/Shg	150.00	0.00	25.00
	C130K466ZX VTL 1110 A DIS TRFC DEVICE	03/13/25	2	Reduced to:			
	C130K466ZX VTL 1201 A STOP/PARK VIOL	03/13/25	2	Fine/Shg	150.00	0.00	25.00
	C130K33RWQ VTL 1110 A DIS TRFC DEVICE	03/03/25	2	Reduced to:			
	C130K33RWQ VTL 1201 A STOP/PARK VIOL	03/03/25	2	Fine/Shg	150.00	0.00	25.00
	C130K36XNC VTL 1110 A DIS TRFC DEVICE	03/04/25	2	Fine/Shg	50.00	0.00	93.00
	S241097003 VTL 1180 B Speeding 68/55	11/14/24	2	Reduced to:			
	S241097003 VTL 1201 A STOP/PARK VIOL	11/14/24	2	Fine/Shg	25.00	0.00	25.00
	001076 VO 212 5b Parking against traf	12/14/24	2	Fine	45.00	0.00	0.00
	001272 VO 212 5a no overnight parking	11/23/24	16	Fine	45.00	0.00	0.00

Total this page: 765.00 0.00 218.00

Total carried forward: 765.00 0.00 218.00

Signature: _____ Date: _____
Village Justice

VILLAGE OF TIVOLI JUSTICE COURT

Monthly Report for May, 2025
Form AC-1030(sei)

ID#: 1344890359C
Justice Name: Danielle Cordier

Tivoli, NY. 12583

County: Dutchess
Phone: (845)757-3219

Defendant Name or Title of Action	TSLE&D # Statute & Section Description	Arrest Date	Disposition		Fines Forfeited Bail & Civil Penalties	Civil Fees	Mand Surchg
			Date	Sentence			
	001270 VO 212 5a no overnight parking	11/24/24	16	Fine	45.00	0.00	0.00
	001096 VO 212 5a no overnight parking	11/23/24	16	Fine	45.00	0.00	0.00
	001236 VO 212 5a no overnight parking	12/28/24	16	Fine	45.00	0.00	0.00
	BK01GFG7BZ VTL 1192 1 DWA1 ALCOHOL	02/15/23	2	CD/Fine/Schg	100.00	PARTIAL 0.00	0.00
	C130K7NRZN VTL 1110 A DIS TRFC DEVICE	04/15/25	23	Reduced to:			
	C130K7NRZN VTL 1201 A STOP/PARK VIOL	04/15/25	23	Fine/Shg	125.00	0.00	25.00
	C130JSLD2M VTL 1180 D Speeding 45/25	12/13/24	23	Reduced to:			
	C130JSLD2M VTL 1202 B2 STOP PARK VIOL	12/13/24	23	Fine/Shg	150.00	0.00	25.00
	VO 151 6a Noise Ordinance	03/28/25	23	Fine	150.00	0.00	0.00
	C130K792XG VTL 306 B NO INSP CERT	04/11/25	23	Reduced to:			
	C130K792XG VTL 1203 C PARKING VIOL	04/11/25	23	Fine	50.00	0.00	0.00
	001092 VO 212 5a no overnight parking	11/23/24	23	Fine	25.00	0.00	0.00
	C130HJM7XG VTL 375 2A1 VIOL-LIGHTS	12/23/23	23	Reduced to:			
	C130HJM7XG VTL 1203 C PARKING VIOL	12/23/23	23	Fine	50.00	0.00	0.00

Total this page:	785.00	0.00	50.00
Total brought forward:	765.00	0.00	218.00
Total carried forward:	1550.00	0.00	268.00

Signature: _____ Date: _____
Village Justice

**VILLAGE OF
TIVOLI
JUSTICE COURT**

ID#: 1344890359C
Justice Name: Danielle Cordier

Tivoli, NY. 12583

County: Dutchess

Phone: (845)757-3219

Monthly Report for May, 2025
Form AC-1030(sei)

[illegible]

I certify that the above is a true and complete statement of civil fees earned and criminal cases completed before me during the calendar month of May, 2025

Total this page:	40.00	0.00	0.00
Total brought forward:	1550.00	0.00	268.00
Total for report period:	1590.00	0.00	268.00

Amount of enclosed check: \$1858.00

Signature: _____ Date: _____
Village Justice

RED HOOK
POLICE DEPARTMENT
INCORPORATED 1894 — DUTCHESS COUNTY

7467 SOUTH BROADWAY
RED HOOK, NEW YORK 12571

TIVOLI BOARD
MONTHLY POLICE REPORT TOTALS

MONTH: April, 2025

INCIDENTS: 18

**UNIFORM TRAFFIC
TICKETS** 3

PARKING TICKETS: 0

ARRESTS: 0

Red Hook Police Department
7467 South Broadway
Red Hook, New York 12571
(845) 758-6780

Interval Incident Reporting for of Red Hook
April 2025

Accident Leaving Scene

2025-1580 4/22/2025 [REDACTED]

Subtotal: 1

Accident Property Damage

2025-1393 4/9/2025 [REDACTED]

2025-1394 4/9/2025 [REDACTED]

2025-1478 4/15/2025 [REDACTED]

Subtotal: 3

Alarm Burglary

2025-1435 4/11/2025 [REDACTED]

Subtotal: 1

Assist other Agency

2025-1664 4/28/2025 [REDACTED]

Subtotal: 1

Civil Matter

2025-1453 4/13/2025 [REDACTED]

2025-1708 4/30/2025 [REDACTED]

Subtotal: 2

Disabled Vehicle

2025-1298 4/2/2025 [REDACTED]

Subtotal: 1

Investigation

2025-1381 4/8/2025 [REDACTED]

Subtotal: 1

Medical Emergency

2025-1483 4/15/2025 [REDACTED]

2025-1539 4/19/2025 [REDACTED]

Subtotal: 2