



Village of Tivoli

Founded 1795

Meeting of the Village of Tivoli Board of Trustees

AGENDA

September 18, 2024 - 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)**
August 14 Public Hearing/Workshop Minutes, August 21 Regular Meeting Minutes
4. **Treasurer's Report**
 - Payment of Bills
5. **Zoning Report**
6. **Public Comment on Agenda items only**
7. **Regular Business**
 - RESOLUTION Authorizing the Sale of Surplus Items of the Village of Tivoli
 - RESOLUTION Authorizing Purchase of a Belt-Driven Sander
 - RESOLUTION Approving Update to Procurement Policy of the Village of Tivoli
 - RESOLUTION Authorizing the Engagement of Trophy Point LLC for Value Engineering Review of Firehouse Design
 - RESOLUTION Authorizing A Micro-Trenching Agreement with Archtop Fiber, LLC

The next Board Meeting will be held Wednesday, October 16, 2024 at 7:00 PM (workshop 6:00 PM) at the Historic Watts dePeyster Hall. Regular Workshop: October 9, 2024 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

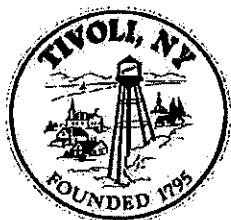
- Police and Law Enforcement, Riverfront Project, Climate Smart Communities Task Force, Tree Committee, Planning & Zoning, Senior & Veteran's Affairs, and All Municipal Departments

10. Other Business

11. Non-Agenda / Public Comment

12. Adjourn Meeting

* *Note – agenda is subject to change*



VILLAGE OF TIVOLI
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

September 17, 2024

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 - 13
- Building Permits issued - 6
- Complaints -
- Complaints investigated -
- Zoning/Property Maintenance Violations - 0
- Appearance Tickets - 0
- Municipal Searches - 3
- Inspections - 9
- Code Enforcement Training - **Provided by Z3**
- Fire Inspections - 0

Thank you,

Gary E. Beck, Jr.
Code Enforcement Officer

**VILLAGE OF TIVOLI
RESOLUTION NO. ____
DATED SEPTEMBER 18, 2024**

**A RESOLUTION AUTHORIZING THE SALE OF SURPLUS ITEMS
OF THE VILLAGE OF TIVOLI**

WHEREAS, the Village of Tivoli DPW Superintendent has recommended the disposition of the surplus equipment described herein in the manner set forth herein;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Tivoli ("Village Board") as follows:

1. The Village Board hereby declares the following item(s) as surplus equipment, which are to be sold at fair value in "as is-where is" condition, in accordance with the procedures and on the terms and conditions set forth in this resolution:

- i. Ford F-150, 2013 regular cab, odometer 85,758 Miles
VIN 1FTNF1EF7DKF43508

AND

Boss VBX 8000, 8 ft auger, V-box spreader Serial No. 400667824

- 2. The Mayor is authorized to engage a reputable online auction agent approved by the Mayor at a commission not exceeding 10% for the online auction sale of the surplus equipment at a minimum bid and offering period to be determined by the Mayor, and upon completion of the close of bidding in accordance with the auction agent's procedures, such sale shall become final upon payment of the bid price to the Village. The surplus equipment shall be available for inspection at the Village's Public Works plant site by appointment with the DPW Superintendent pending sale at auction.
 3. If no bids are received at the minimum bid, the Mayor is authorized to dispose of such property as scrap.

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 September 18, 2024 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 _____, seconded by _____, to wit;

VILLAGE OF TIVOLI RESOLUTION NO. __ DATED SEPTEMBER 18, 2024

A RESOLUTION AUTHORIZING THE SALE OF SURPLUS ITEMS OF THE VILLAGE OF TIVOLI

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 18th day of September, 2024 and entitled:

**VILLAGE OF TIVOLI
RESOLUTION NO. __
DATED SEPTEMBER 18, 2024**

**A RESOLUTION AUTHORIZING THE SALE OF SURPLUS ITEMS
OF THE VILLAGE OF TIVOLI**

(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 September, 2024.

-SEAL-

Robin Bruno
Village Clerk

**VILLAGE OF TIVOLI
RESOLUTION NO. ____
DATED SEPTEMBER 18, 2024**

RESOLUTION AUTHORIZING PURCHASE OF A BELT-DRIVEN SANDER

WHEREAS, the Village of Tivoli Superintendent of Public Works has recommended the purchase of certain equipment described herein; and

WHEREAS, after a review of 3 proposals received, the Mayor has recommended approval of the proposal from Hudson River Truck & Trailer, with a cost estimated not to exceed \$8,395.00 and such other terms and conditions as specified in the proposal, 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. The Village hereby authorizes the purchase from Hudson River Truck & Trailer, pursuant to the terms and conditions of belt sander quote at a purchase price of not to exceed \$8,395.00 as set forth in the proposal on file with the Village Clerk; and
2. This resolution shall take effect immediately.

EXTRACT OF MINUTES

A special 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 September 18, 2024 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 SEPTEMBER 18, 2024

RESOLUTION AUTHORIZING PURCHASE OF A BELT-DRIVEN SANDER

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 ____
D. William Shilling	Voting ____
Emily Mangieri	Voting ____

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

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

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the 18th day of September 2024 and entitled:

**VILLAGE OF TIVOLI
RESOLUTION NO. ____
DATED SEPTEMBER 18, 2024**

RESOLUTION AUTHORIZING PURCHASE OF A BELT-DRIVEN SANDER

(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 _____, 2024.

-SEAL-

Robin Bruno
Village Clerk

**VILLAGE OF TIVOLI
RESOLUTION NO. ____
DATED SEPTMEBER 18, 2024**

**APPROVING UPDATE TO PROCUREMENT POLICY OF
THE VILLAGE OF TIVOLI**

WHEREAS, a proposed revised **PROCUREMENT POLICY OF THE VILLAGE OF TIVOLI** dated September 2024 (the "Procurement Policy") has been submitted to the Village Board of Trustees of the Village of Tivoli, and such proposed revised Procurement Policy is on file with the Village Clerk;

NOW THEREFORE BE IT RESOLVED, by the Village 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), that in accordance with Section 104-b of the General Municipal Law, the updated Procurement Policy dated September 2024 for the Village of Tivoli is hereby approved in the form on file with the Village Clerk. A copy of the Procurement Policy shall be posted on the Village website.

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 September 18, 2024 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 _____, seconded by _____, to wit;

RESOLUTION NO. ____ DATED SEPTEMBER 18, 2024

APPROVING UPDATE TO PROCUREMENT POLICY OF THE VILLAGE OF TIVOLI

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 18th day of September, 2024, and entitled:

**RESOLUTION NO. ____
DATED SEPTEMBER 18, 2024**

**APPROVING UPDATE TO PROCUREMENT POLICY OF
THE VILLAGE OF TIVOLI**

(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 _____, 2024.

-SEAL-

Robin Bruno
Village Clerk

Procurement Policy of the Village of Tivoli

Approved by the Board of Trustees of the Village of Tivoli pursuant to General Municipal Law, section 104-b, last amended September 18, 2024.

I. Purpose

Goods and services that are not required by law to be procured pursuant to competitive bidding must be procured in a manner as to assure the prudent and economical use of public moneys in the best interest of the taxpayers; to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost or best value under the circumstances; and to guard against favoritism, improvidence, extravagance, fraud, and corruption.

To further these objectives, the Board of Trustees has adopted this policy governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103 (GML Sec. 103) or of any other general, special, or local law.

II. Procedures for Determining Whether Procurements are Subject to Bidding

The procedure for determining whether a procurement of goods or services is subject to competitive bidding and documenting the basis for any determination that competitive bidding is not required by law is as follows:

Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML Sec. 103. Every Purchaser designated as described in Section V of the policy (hereinafter Purchasers) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other Village needs and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

In accordance with GML Sec. 103, the Purchaser shall consider the reasonably expected aggregate amount of all purchases of the same commodities, services or technology to be made within the twelve-month period commencing on the date of purchase. Purchases of commodities, services or technology shall not be artificially divided for the purpose of satisfying the discretionary buying thresholds established by GML Section 103. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities, services or technology from the same provider within the twelve-month period commencing on the date of the first purchase to an amount greater than GML Section 103 threshold amount.

All purchases of a) supplies or equipment which will exceed \$20,000 in the fiscal year or b) public works contracts over \$35,000 shall be formally bid pursuant to GML, Sec. 103, except to the extent an exception applies and is documented by the Purchasing Officer and filed with the Clerk. Where a procurement of items or services is subject to formal public bidding, the Board of Trustees shall approve the solicitation of bids and the bid award, the bidding procedures shall be conducted through the office of the Clerk in accordance with GML Sec. 103, and the Clerk shall maintain the

procurement record including specifications, affidavit of publication, record of bids received, record of bid award, and contract.

III. Methods of Competition to be Used for Non-Public Bid Procurements

Alternative proposals or quotations for goods and services shall be secured by use of either written requests for proposals, written quotations, verbal quotations or any other method of procurement that furthers the purposes of the GML Sec. 104-b, as follows:

Public Works Contracts	Procurement Requirement	Approving Officer(s)
\$35,000 or more	Formal public bid (unless statutory exception)	Board of Trustees as to solicitation and award
Less than \$35,000 but not less than \$15,000	Written RFP and written/fax/email proposal from at least 3 contractors if available	Board of Trustees as to award
Less than \$15,000 but greater than \$7,500	Written RFP and written/fax/email proposal from at least 2 contractors if available	Mayor (or Deputy Mayor) as to award
\$7,500 or less but over \$1,000	Oral request and oral quotes from at least 2 contractors	Mayor (or Deputy Mayor) as to Award
Purchases		
\$20,000 or more	Formal public bid (unless statutory exception)	Board of Trustees as to solicitation and award
Less than \$20,000 but greater than \$7,500	Written specifications or requirement and written/fax/email quote from at least 3 vendors	Board of Trustees as to award if \$10,000 or more; Mayor (or Deputy Mayor) as to award if less.
\$7,500 or less but over \$1,000	Oral request and oral quotes from at least 2 vendors	Mayor (or Deputy Mayor) as to Award

The material, equipment, supplies and/or services to be purchased shall be of the quality and in the quantity required to serve the function in a satisfactory manner, as determined by the Purchaser as approved by the approving officer.

It is the responsibility of the approving officer to make alternative suggestions to the Purchaser if, in the judgment of the approving officer, the specifications would restrict competition or otherwise preclude the most economical purchase of the required items. In case of disagreement as to the contents of the specifications, the Board of Trustees, after reviewing all available data, should make the final determination.

IV. Budgetary Availability

Before purchasing any commodities or services, the Purchasing Officer must periodically confirm the availability of appropriated funds with Village Treasurer. The Village Treasurer will maintain

a record of amounts expended, amounts contracted, and amounts approved for expenditure from designated budgetary lines as reported to her office and report not less than monthly the availability of appropriated funds for the purchase from a specific budgeted account. In instances where a proposed purchase or contract exceeds the available appropriation balance for that line item, the expenditure shall be approved only after appropriate action is taken by the Board of Trustees to amend the budget.

The following do not require creation of a separate procurement record:

1. Expenditures under executed contracts for personal services within budgetary authorization (where a contract has been previously approved by the Board of Trustees).
2. Employee expenses such as pre-approved conference expenses, mileage, membership or organizational dues, and other reimbursable expense in performance of day-to-day duties, and medical examinations. Such expenses are to be documented in writing on forms required by the Clerk.
3. Reimbursement of petty cash funds.
4. Utilities or other service contracts for a fixed monthly or annual amount (within budgeted amount).
5. Postage, legal notices, and other required notices.

V. Individuals Responsible for Procurement (Purchasing Officer and Purchasers)

The Mayor shall be the designated Purchasing Officer for the Village. In the Mayor's absence or unavailability, the Deputy Mayor shall act as Purchasing Officer.

The Mayor shall from time to time file with the Clerk a written list of personnel by name and title and budgetary line item (each a "Purchaser") authorized (i) to solicit quotations on behalf of the Village for items not requiring formal public bids, (ii) to prepare the procurement record for specific designated budgetary line items, and (iii) to make purchases on behalf of the Village for such designated line items subject to prior approval of the Purchasing Officer as set forth below. (Examples of Purchasers, if so authorized by the Mayor, may include the DPW Superintendent, the Fire Chief, the Clerk/Trustee, Court Clerk, and individual Trustees for specified accounts.

Purchasers may procure items from time to time within the scope of current budgetary authority for the specified budgetary line items, subject to the following procedures (i) specific authorization by the Board of Trustees as to procurement of items or services exceeding GML Section 103 bid thresholds; and (ii) approval of the Purchasing Officer in advance for items over \$500 and under the GML 103 bid thresholds. Purchasers are responsible for submitting to the Treasurer's office not less often than weekly the procurement record for completed purchases including procurement form with approval of the Purchasing Officer (where required), invoices and payment receipts, and record of receipt by the Village. Where the Purchaser is the Mayor, another Trustee will countersign the procurement record.

The Mayor may from time to time file with the Clerk a written list of additional personnel by name and title who are authorized to make direct purchases on behalf of the Village for items less than \$500, subject to approval by the Purchasing Officer as to amount and type.

VI. Adequate Documentation

Documentation of actions taken in connection with each method of procurement is required as follows:

The Purchaser, Purchasing Officer, Clerk/Treasurer or other person authorized to make direct purchases must attest to the delivery of commodities or services by countersigning the procurement record, receipt or voucher, and such receipt shall be attested by at least one such person other than the Purchaser.

The Purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered. All information gathered in complying with the procedures of this Policy shall be preserved and filed with the Treasurer together with any other documentation supporting the subsequent purchase or public works contract. Documentation of bidding requirements and required quotes may include memoranda, written quotation forms, copies of electronic estimates, retail price sheets, telephone logs (for verbal quotes), RFPs, and copies of State or county contracts as applicable.

A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement. The Purchasing Officer's approval shall be deemed to include review of compliance with this requirement.

The Purchasing Officer may require resubmission of bids or quotations, and shall require resubmission if received more than 6 months prior to the proposed award.

The procurement record provided by the Purchaser shall include a notation as to whether the purchase (i) complied with public bid procedures, (ii) complied with the RFP/RFQ procedures in this policy, (iii) was exempt from this policy and stating the reason for exemption. The Purchasing Officer or Clerk may from time to time issue forms to be used by all Purchasers for procurement records such as RFP solicitation or quotation forms.

VII. Awards to Other than the Lowest Responsible Dollar Offeror

Whenever any contract exempt from the GML Sec. 103 bidding thresholds is awarded to other than the lowest responsible dollar offeror, the reasons that such an award furthers the purpose of GML Sec. 104-b, as set forth herein above, shall be documented by written memorandum or other record presented to the Purchasing Officer and made a part of the procurement record. Such circumstances may include, e.g., delivery requirements, quantity requirements, the location of the vendor if Village pickup is required, past experience with the vendor, etc.

VIII. Best Value Procurement Option

The Village Board of Trustees has approved Local Law 4 of 2019 to permit the Village to award certain purchase contracts subject to competitive bidding on the basis of "best value" as defined in New York State Finance Law § 163. All awards based on best value shall require Village Board of Trustees' approval.

Applicability: Best value may be used with Village purchase contracts, including contracts for services, required to be procured by public bidding pursuant to General Municipal Law § 103. It may not be used when awarding purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the New York Labor Law or any other contract that may in the future be excluded under state law from the best value option.

Standard for Award: Goods and services procured and awarded on the basis of best value are those that the Village Board of Trustees determines optimize quality, cost and efficiency, among responsive and responsible bidder or offerors. Where possible, the determination shall be based on an objective and quantifiable analysis of clearly described and documented criteria as they apply to the rating of bids or offers. The criteria may include, but shall not be limited to, any or all of the following: cost of maintenance; proximity to the end user if distance or response time is a significant term; durability; availability of replacement parts or maintenance contractors; longer product life; product performance criteria; and quality of craftsmanship, and installation costs.

Documentation: The basis for determining best value shall be thoroughly and accurately documented by the Village Board of Trustees, including the criteria examined and the reasoning behind the Village's best value determination.

IX. Items Excepted From This Policy and Procedures

The Village Board of Trustees has determined that in the following circumstances the solicitation of alternative proposals or quotations is not required, in the best interests of the Village. A good faith effort should be made to insist that the best price be obtained taking into account all facts and circumstances.

Emergency: In the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding or competitive offering, contracts for public work or the purchase of supplies, material or equipment may be let by the Purchasing Officer.

Sole source: Procurement without solicitation of proposals or quotations may be approved on the recommendation of the Purchaser, with the approval of the Purchasing Officer (or the Board of Trustees where the amount exceeds the limits as set forth in Section III of this policy), when the Village, in the public interest, requires an item for which there is no reasonable equivalent and which is available from only one source so that there is no possibility of competition.

Except when directed by the Board of Trustees, solicitation of proposals or quotations is not required under the following circumstances:

Professional services;

Goods purchased from agencies for the blind or severely handicapped; Goods purchased from correctional facilities;

Goods purchased directly from another governmental agency;

Good purchased under County or State (OGS) contracts when permitted by State law (see GML Sec. 103);

Goods purchased at public auction;

Goods purchased for less than \$500.00 and Public works contracts for less than \$500.00.

Piggybacking public contracts: With the approval of the Approving Officer as set forth in Section III of this policy, the Village may use a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with GML § 103 and this policy and made available for use by other governmental entities. Such contracts may be through entities other than NYS OGS or Dutchess County only in consultation with the attorney for the Village. Authorized Purchasers shall document as part of the procurement that the scope, available term, and price of the specific item procured is within the scope, available term and price of the contract made available for such use.

Professional services and certain other services requiring specialized or technical skills, expertise or knowledge, the exercise of professional judgment, or a high degree of creativity, including insurance services, engineering, architect, surveyor, medical, attorneys, and computer technicians, are not required to be procured by competitive bidding. The Board of Trustees may determine from time to time to issue a request for qualifications or request for proposals for such services, and at least every three years, the Board of Trustees will review the historical and expected use of such services and determine whether to issue a request for proposals or request for qualifications to solicit such services.

An RFP or RFQ for professional services should provide detailed information concerning the type of service to be provided including minimum requirements and, where applicable, the evaluation criteria that will govern the contract award. The evaluation criteria can include factors in addition to price (e.g., experience, staff availability, and estimated completion times). Proposals can be solicited through public advertisement and/or a comprehensive list of potential vendors can be compiled with vendors contacted directly and provided with the RFP or RFQ.

X. Procurement Policy Review and Notice to Vendors

Input From Officers

Comments have been solicited from officers of the Village involved in the procurement process prior to the enactment of this policy and procedures, and will be solicited from time to time hereafter.

Annual Review

The Board of Trustees shall annually review and, when needed, update this policy and procedures.

Unintentional Failure to Comply

The unintentional failure to comply fully with the provisions of General Municipal Law, section 104-b shall not be grounds to void action taken or give rise to a cause of action against the Village of Tivoli or any officer or employee thereof.

Notice to Vendors

The Village of Tivoli will not be responsible for purchases or orders made without prior authorization from the Approving Officer and Purchasing Officer as required by this Policy.

**VILLAGE OF TIVOLI
RESOLUTION NO. ____
DATED SEPTEMBER 18, 2024**

**AUTHORIZING THE ENGAGEMENT OF TROPHY POINT LLC FOR VALUE
ENGINEERING REVIEW OF FIREHOUSE DESIGN**

WHEREAS, the Village has completed preliminary design for the Fire House expansion and is now seeking an engineering review.

BE IT RESOLVED by the Board of Trustees of the Village of Tivoli ("Village Board"), hereby authorizes the engagement of Trophy Point LLC for value engineering review of firehouse design for the Village of Tivoli, 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 September 18, 2024 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
D. William Shilling	Trustee
Emily Mangieri	Trustee

ABSENT:

The following persons were ALSO PRESENT:

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

RESOLUTION NO. ____
DATED SEPTEMBER 18, 2024

AUTHORIZING THE ENGAGEMENT OF TROPHY POINT LLC FOR VALUE ENGINEERING REVIEW OF FIREHOUSE DESIGN

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 ____
D. William Shilling	Voting ____
Emily Mangieri	Voting ____

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

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

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the 18th day of September, 2024 and entitled:

**RESOLUTION NO. ____
DATED SEPTEMBER 18, 2024**

**AUTHORIZING THE ENGAGEMENT OF TROPHY POINT LLC FOR VALUE
ENGINEERING REVIEW OF FIREHOUSE DESIGN**

(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 September, 2024.

-SEAL-

Robin Bruno
Village Clerk

Tivoli Fire Company

Fire House

**For Village of Tivoli
Attn: Mayor Joel R. Griffith
86 Broadway, PO Box 397
Tivoli, NY 12583**

**In Response To:
Request for Proposal
Email from Joel Griffith on 9/10/2024**



Fee Proposal for Cost Estimating Services

9/10/2024

Trophy Point, LLC

Blasdell, NY

Pittsburgh, PA

New York, NY

Downers Grove, IL

**Contact: Rich Chudzik
Phone: 716-823-0006
Email: rchudzik@trophypoint.com**

Fee Proposal



In direct response to the referenced solicitation, Trophy Point proposes to provide **Construction Cost Estimating** services in support of the **Tivoli Fire Company – Fire House** project for the following:

Fixed Fee Amounts

Description	Fee
Value Engineering Support	\$6,000

Trophy Point will provide ideas for consideration regarding potential value engineering options. Prior to providing detailed estimates of the potential savings, the design team will be required to assist Trophy Point in developing preliminary plans of recommendations that cannot be quantified from the previously provided estimating efforts.

The format of the deliverable will be mutually agreed upon.

This proposal does not include time for Trophy Point attendance at meetings. Should Trophy Point's participation be required at meetings, our Commercial Rates will be applied.

The pricing above does not include site walkthroughs. If required, Trophy Point will provide such services against our Commercial Rates. Travel expenses will be billed at cost to the client for such visits.

Reimbursable expenses (i.e. printing of plans, travel, mileage), if required, will be billed at cost to the client.

Upon receipt of the drawings and the authorization-to-proceed, a deliverable schedule will be mutually agreed upon.





Should you have any questions, please do not hesitate to contact me directly.

We are excited to work with you in achieving your vision!

Respectfully,

Richard G. Chudzik

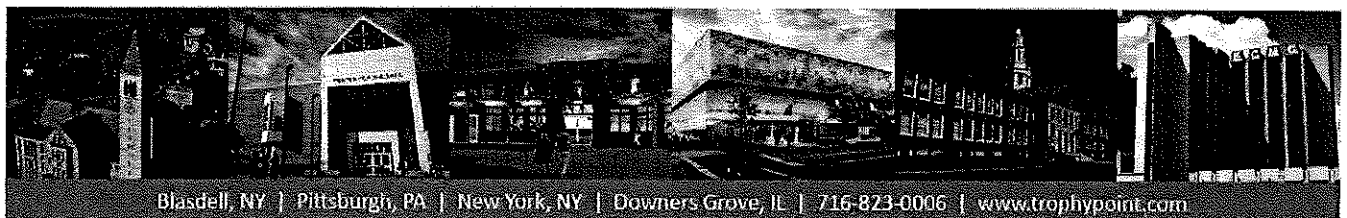
A handwritten signature in black ink that reads 'Richard G. Chudzik'.

President & Owner
Trophy Point, LLC
4588 South Park Avenue
Blasdell, NY 14219
Phone: 716-823-0006
Email: rchudzik@trohypoint.com

Signature of this proposal below represents the acceptance of all pricing and terms as noted above.

AUTHORIZED BY:

Printed Name	Title
Signature	Date



**VILLAGE OF TIVOLI
RESOLUTION NO. ____
DATED SEPTMEBER 18, 2024**

**RESOLUTION AUTHORIZING A MICRO-TRENCHING AGREEMENT WITH
ARCHTOP FIBER, LLC**

WHEREAS, the Village of Tivoli is considering entering into a Micro-trenching right of way agreement (the "Agreement") with Archtop Fiber LLC ("Archtop"), a New York Limited Liability Corporation, to micro-trench in the Village right of way to install fiberoptic cables; and

WHEREAS, the proposed Agreement is on file with the Village Clerk; and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Tivoli, Dutchess County, New York, as follows:

1. The Mayor, or in his absence or unavailability the Deputy Mayor, is authorized to sign the Agreement with Archtop, in substantially the form on file with the Village Clerk, with such insubstantial changes as may be approved by the officer executing the same.
2. The Mayor, or his designee in a writing filed with the Village Clerk, shall be the designated officer for purposes of the Agreement.

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 September 18, 2024 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 _____, seconded by _____, to wit;

RESOLUTION NO. ____ DATED SEPTEMBER 18, 2024

RESOLUTION AUTHORIZING A MICRO-TRENCHING AGREEMENT WITH ARCHTOP FIBER, LLC

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 18th day of September, 2024, and entitled:

**RESOLUTION NO. _____
DATED SEPTEMBER 18, 2024**

**RESOLUTION AUTHORIZING A MICRO-TRENCHING AGREEMENT WITH
ARCHTOP FIBER, LLC**

(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 _____, 2024.

-SEAL-

Robin Bruno
Village Clerk

Micro-trenching ROW Agreement

This Micro-trenching ROW Agreement ("Agreement") dated as of _____, 2024, is entered into by and between the Village of Tivoli ("Municipality") a municipal corporation with office located at 86 Broadway, Tivoli, New York 12583, and Archtop Fiber LLC ("Company") a New York limited liability company with offices located at 300 Enterprise Drive, Kingston, New York 12401. Municipality and Company are referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Company seeks to provide high-speed broadband Internet service to the Municipality and ubiquitously to all the residents and businesses in the Municipality; and,

WHEREAS, Company has proposed a micro-trenching construction application; and,

WHEREAS, Company is proposing a licensing fee that is based on the reduced impact of micro-trenching to the Municipality's right of way, limited to 1" x 12" or 12 sq inches, as compared to most trenches for utility companies dug at dimensions of 36" x 48" or 1,728 sq inches;

NOW THEREFORE, for value received and in consideration of the covenants and conditions set forth below, the Parties agree as follows:

1. **ROW Installation Fees.** Company shall pay a fee of \$.30 per linear foot of trenched installation for all work along, under or within public roads, streets, bridges, sidewalks, and any other public way (ROW) within the Municipality, excluding State or County highways subject to separate agreement with such entity.

2. **ROW Installation.**

a. **Work permit.** No work may be performed within the ROW except in accordance with construction plans stamped by a NYS admitted professional engineer and approved in writing by the Mayor or other Village official designated by the Village Board. Construction plans shall include all details required by the Village Engineer, including road surface repair and a traffic management plan.

b. Company is responsible for identifying and remaining within existing ROW or obtaining any further easements or licenses necessary for their work, without cost or obligation to the Village.

c. **Construction Standards and Requirements.** Company shall ensure that all work involved in the work within the ROW shall be performed in a safe, thorough and reliable manner. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code. The work shall be installed and maintained so as to meet any applicable federal and state technical standards. The Company shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

d. **Surety.** Prior to the commencement of work a guarantee and surety bond or cash escrow in form approved by the Attorneys for the Municipality shall be filed with the Municipality's Clerk in the amount of \$_____, conditioned on the completion of the work in accordance

with permit requirements. All work must be completed within twelve (12) months of the permit date, or the permittee shall forfeit the bond to the Municipality, unless an extension is approved by the governing board of the Municipality.

e. **Technical Requirements.** The Company shall not endanger or unreasonably interfere with the lives or persons, interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the ROW, nor unnecessarily hinder or obstruct the free use of the ROW. One lane of traffic must always be open.

f. **Emergency.** Work may be suspended by order of the DPW Superintendent in the event of emergency.

g. **Restoration.** Any disturbance to pavement, traveled way, sidewalk or other surfacing or other damage to Municipal property shall be promptly remedied and restored to as good condition as before commencement of work. All restoration work completed shall be in accordance with the most current Highway Specifications. Any deviation shall require written approval from the DPW Superintendent.

h. **Guaranty.** Company will provide a five-year guarantee on the workmanship of the micro-trenching. Company agrees to be responsible for any maintenance related issues relative to their micro-trenching during that time period. Such guarantee shall survive termination of this Agreement.

3. Maintenance and Repair. The Company shall be responsible for maintaining all structures and equipment in, over, under and upon the ROW, wherever situate or located, in a safe condition and in good order and repair. Should any installation of the Company be found by the Municipality not to be in compliance with approved specifications, or to be hazardous to the public safety, said installation shall be promptly brought into conformance by the Company at its expense.

4. Relocation.

a. **Municipality Request.** In the event that, at any time during the period of this Agreement, the Municipality shall lawfully elect to alter or change the grade of any street, alley or other public way, the Company, upon reasonable notice, shall remove, reset and relocate its equipment at its own expense.

b. **Third Party Request.** The Company shall, on the request of any person holding a lawful permit issued by the Municipality, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the ROW as necessary any property of the Company provided that the expense of such is paid by any such person benefiting from the relocation and the Company is given reasonable advance written notice to prepare for such changes.

5. Abandonment. In the event that the use of any part of the Company's installation is discontinued for any reason for a continuous and uninterrupted period of 12 months, the Company shall, on being given 60 days' prior written notice thereafter by the Municipality, remove that portion of its installation from the ROW at the Company's expense. Said ROW shall be placed in as good condition as immediately before the removal. In the event the Company shall fail to timely remove said unused portion of said system and after an additional 30 days' written notice from the Municipality to the Company, the said portion shall be deemed abandoned and the Municipality may remove or cause to move said portions which it deems necessary in the public interest. It is understood that the cost of any such removal shall be borne by the Company.

6. Services

- a. Company will provide a discount of 20% from retail prices offered within Dutchess County for any telecommunications services purchased by the Municipality.
- b. Company agrees to bring fiber to the following Municipal facilities at no cost to the Municipality within 12 months of the date of this Agreement:

Village Memorial Park – Rest Room building

Village DPW highway garage

Village Hall

Village Firehouse

- c. Company will provide public WIFI, identified as sourced by Archtop, at no cost, within Memorial Park in the vicinity of the Rest Rooms and Pavilion for the term of this Agreement. Subject to mutual approval and design. This subsection 6 (c) is non-exclusive may be terminated on 60 days' notice at the discretion of the Village, without affecting the remaining terms of this Agreement.

7. Indemnity and Save Harmless Agreement. Company agrees to indemnify, save harmless and defend the Municipality, its officers, agents and employees ("Indemnities") from any injury, damage, loss liability, cost or expense, including reasonable attorneys' fees, arising from any casualty or accident to persons or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, relocation or any other act done under this Agreement by or for the performance of Company's obligations or the negligence, active or passive, of Company and its officers, agents, employees and contractors, to the extent permitted by law. Company shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances. The provisions of this indemnity shall survive termination of this Agreement.

8. Insurance.

a. Company shall not commence work until they have obtained all insurance required by law, including without limitation statutory worker's compensation and employee liability coverage, together with commercial general liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, and such insurance policies or certificates thereof have been delivered to and approved by the Municipality. Such coverage shall be maintained for the term of this Agreement and shall not be modified without the Municipality's written consent.

b. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, Company hereby agrees to effectuate the naming of the Municipality as an additional insured on Company's insurance policies to the extent of Contractor's indemnity obligations under this Agreement, with the exception of worker's compensation and employer liability insurance. The policies naming the Municipality as an additional insured shall:

- (i) be an insurance policy from an A.M. Best rated "A" or better, New York State admitted insurer;
- (ii) provide for 30 days' notice of cancellation or material change;
- (iii) state that Company's coverage shall be primary coverage for the Municipality and the Indemnities.

9. Independent Contractor.

- a. The Company and their employees, agents, contractors, subcontractors and/or consultants,

are independent contractors and not employees of the Municipality. Neither the Company nor its employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, nor claim to be, officers or employees of the Municipality. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties.

b. Nothing in this Agreement shall impose any liability or duty on the Municipality for the acts, omissions, liabilities or obligations of the Company or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Company for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, worker's compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

10. Nonexclusive. This Agreement is non-exclusive license for the sole purpose of providing fiberoptic internet services within the Municipality. Any other use shall be subject to such additional fees and conditions as may be required by the Municipality. The Municipality reserves the right to permit any other occupancies within any ROW.

11. Confidentiality; FOIL. Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Company intending to seek an exemption from the Freedom of Information Law must request the exemption in writing at the time of submission, setting forth the reason for the claimed exemption. Any determination on the exemption request will be made in accordance with the Freedom of Information Law in the discretion of the Municipality.

12. Compliance with Law. Company shall comply with all federal, state, and local laws and ordinances applicable to the work contemplated by this Agreement.

13. Entire Agreement. All prior understandings and agreements in connection with or relating to this settlement are merged into this Agreement, which supersedes all prior understandings and agreements. Each of the parties agree, represent, and warrant that in entering into this Agreement, it is not relying upon any representation, promise, understanding, statement or inducement not expressly set forth in this Agreement.

14. Successors and Assigns.

a. This Agreement governs the rights of and binds of the parties and each of their respective heirs, legatees, devisees, executors, successors, administrators, and assigns.

b. This Agreement shall not be assigned, sold or transferred, in any manner, in whole or in part, to any person, by operations of law or otherwise without the prior written consent of the Municipality which will not be unreasonably withheld or delayed.

c. The Company shall notify the Municipality in writing of any proposed transfer or assignment prior to the anticipated effective date thereof, provide evidence of compliance with this Agreement prior to the date of transfer, and provide such information regarding the organization, financial capacity and regulatory approvals of such proposed transferee as shall be requested by the Municipality. The Municipality shall have 90 days from the receipt of such information to consider said proposal. Before an assignment or transfer is approved by the Municipality, the proposed assignee or transferee shall execute an affidavit, acknowledging its agreement to comply with the terms of this Agreement.

d. The Company may assign or transfer this franchise to a parent corporation, a subsidiary of a parent corporation or subsidiary of the Company or any other entity under common control with the Company without the prior approval of the Municipality, provided that notice of such assignment or transfer shall be provided in writing within 30 days of such event.

e. The obligations of the Company shall survive any assignment or transfer.

15. Notices. Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by email confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

To the Consultant at their address set forth on the execution page of this Agreement.

To the Municipality at:
Village of Tivoli
86 Broadway
Tivoli, New York 12583
Attn: Joel Griffith, Mayor

16. Authority to Execute and Bind.

Each of the Parties represents and warrants that each of the persons executing this Micro- trenching Agreement on its behalf has full and complete legal authority to do so and thereby binds the Party on behalf of which this Agreement is executed by them.

17. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

18. Amendment of Agreement. This Agreement may only be amended by written agreement, executed by both Parties, which expressly amends this Agreement.

19. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary.

20. No Third Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

21. No Recourse. All covenants, stipulations, promises, agreements and obligations of the Municipality contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Municipality, and not of any member, director, officer, employee or agent of the Municipality in their individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the Municipality.

22. Term; Effective Date. This Agreement shall be effective upon execution and delivery by both parties hereto and shall continue until such time as either Party provides the other with sixty (60) days prior written notice of termination.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, each of the Parties has executed this Agreement on the date and year set forth below by its duly authorized officers.

VILLAGE OF TIVOLI, Municipality

By: _____
Title: _____:

ARCHTOP FIBER, LLC, as Company

By: _____
Jeffrey DeMond Title: CEO

Notice Address: _____

**Execution Page for
Micro-trenching ROW Agreement**