RESOLUTION NO. 75-A FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution appointing Jeffrey M. Taylor to the position of Highway Maintenance Worker, Grade 8, in the DPW/Division of Highway at an hourly rate of $21.18.

BE IT RESOLVED that Jeffrey M. Taylor be, and hereby is, appointed to the position of Highway Maintenance Worker, Grade 8, in the DPW/Division of Highway at an hourly rate of $21.18, effective January 23, 2023, pending the satisfactory completion of a pre-employment physical.

RESOLUTION NO. 75-B FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution permanently promoting Christopher J. Decker to the position of Motor Equipment Operator, Grade 11, in the DPW/Division of Highway at an hourly rate of $29.49.

BE IT RESOLVED that Christopher J. Decker be, and hereby is, permanently promoted to the position of Motor Equipment Operator, Grade 11, in the DPW/Division of Highway at an hourly rate of $29.49, effective January 23, 2023, pending the satisfactory completion of a pre-employment physical.

RESOLUTION NO. 75-C FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution provisionally promoting Jocelyn A. Gauthier to the position of Principal Assessment Clerk, Grade 9, in the Assessor's Office at an annual salary of $46,317.

BE IT RESOLVED that Jocelyn A. Gauthier be, and hereby is, provisionally promoted to the position of Principal Assessment Clerk, Grade 9, in the Assessor's Office at an annual salary of $46,317, effective January 23, 2023, pending the establishment of an appropriate eligible list.

RESOLUTION NO. 75-D FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution temporarily appointing Janis M. Finn to the position of Principal Assessment Clerk PT in the Assessor's Office at an hourly rate of $24.11.

BE IT RESOLVED that Janis M. Finn be, and hereby is, temporarily appointed to the position of Principal Assessment Clerk PT in the Assessor's Office at an hourly rate of $24.11, effective January 23, 2023 through March 10, 2023.

RESOLUTION NO. 75-E FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT:	Supervisor	Peter G. Crummey
	Councilwomen	Danielle Futia
		Melissa Jeffers
		Jill Penn
	Councilmen	Rick Field, Sr.
		Alvin Gamble
		Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution reassigning Jill M. Daly to the position of Administrative Aide, Grade 11, in the Community Development Department at an annual salary of $58,993.

BE IT RESOLVED that Jill M. Daly be, and hereby is, reassigned to the position of Administrative Aide, Grade 11, in the Community Development Department at an annual salary of $58,993, effective January 20, 2023.

RESOLUTION NO. 75-F FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution reinstating Benjamin D. Unverhau to the position of Paramedic PT in the Emergency Medical Services Department at an hourly rate of $27.96.

WHEREAS, the Personnel Officer has certified Benjamin D. Unverhau as eligible for reinstatement from Eligible List #PM4-89, established March 25, 2021;

BE IT RESOLVED that Benjamin D. Unverhau be, and hereby is, reinstated to the position of Paramedic PT in the Emergency Medical Services Department at an hourly rate of $27.96, effective January 23, 2023.

RESOLUTION NO. 75-G FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution permanently promoting Daniel J. Sullivan, Jr. to the position of Paramedic PT in the Emergency Medical Services Department at an hourly rate of $29.61.

WHEREAS, the Personnel Officer has certified Daniel J. Sullivan, Jr. as eligible for permanent promotion from Eligible List #PM4-89P, established September 2, 2022;

BE IT RESOLVED that Daniel J. Sullivan, Jr. be, and hereby is, permanently promoted to the position of Paramedic PT in the Emergency Medical Services Department at an hourly rate of $29.61, effective January 23, 2023.

RESOLUTION NO. 75-H FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia
Melissa Jeffers
Jill Penn

Councilmen Rick Field, Sr.
Alvin Gamble
Jeffrey Madden

ABSENT: None

Councilwoman **____________** offered the following resolution and moved its adoption:

Resolution reinstating Thomas Connor Muir to the position of Paramedic PT in the Emergency Medical Services Department at an hourly rate of $31.91.

WHEREAS, the Personnel Officer has certified Thomas Connor Muir as eligible for reinstatement from Eligible List #PM4-89, established June 19, 2019;

BE IT RESOLVED that Thomas Connor Muir be, and hereby is, reinstated to the position of Paramedic PT in the Emergency Medical Services Department at an hourly rate of $31.91, effective January 23, 2023.

RESOLUTION NO. 75-I FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution permanently promoting Tara A. Booker to the position of Administrative Aide, Grade 11, in the Parks & Recreation Department at an annual salary of $53,094.

WHEREAS, the Personnel Officer has certified Tara A. Booker as eligible for permanent promotion from Eligible List #22-970, established December 8, 2022;

BE IT RESOLVED that Tara Booker be, and hereby is, permanently promoted to the position of Administrative Aide, Grade 11, in the Parks & Recreation Department at an annual salary of $53,094, effective January 23, 2023.

RESOLUTION NO. 75-J FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution permanently promoting Deborah A. Burke to the position of Assessment Clerk, Grade 8, in the Assessor's Office at an annual salary of $41,189.

WHEREAS, the Personnel Officer has certified Deborah A. Burke as eligible for permanent promotion from Eligible List #21-953, established October 28, 2021;

BE IT RESOLVED that Deborah A. Burke be, and hereby is, permanently promoted to the position of Assessment Clerk, Grade 8, in the Assessor's Office at an annual salary of $41,189, effective January 23, 2023.

RESOLUTION NO. 76 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution establishing date, time and place for a public hearing on the Town of Colonie's Community Development Block Grant and HOME Programs.

WHEREAS, in order to receive Community Development Block Grant and HOME monies, the Town must prepare an appropriate One Year Action Plan to be submitted to the U.S. Department of Housing and Urban Development stating how funds made available through said grant programs will be used; and

WHEREAS, in the preparation of its One Year Action Plan the Town must obtain the views of its citizens; and

WHEREAS, it is necessary and desirable to review the progress and performance of the Community Development Block Grant and HOME Programs;

NOW, THEREFORE, BE IT RESOLVED that a public hearing be, and it hereby is, scheduled in the Main Hearing Room at Memorial Town Hall, Latham, NY 12110 on Wednesday, March 1, 2023 at 7:00 PM for the purpose of obtaining views and recommendations from the Town and Village residents on which projects should be included in the One Year Action Plan and to review program progress and performance.

RESOLUTION NO. 77 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to enter into a renewal agreement with Joseph E. Mastrianni, Inc. in connection with the administration of the Section 8 Housing Choice Voucher program.

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to enter into an agreement with Joseph E. Mastrianni, Inc. in connection with the administration of the Section 8 Housing Choice Voucher program; and

BE IT FURTHER RESOLVED that such agreement is subject to the review and approval of the Town Attorney’s Office.

RESOLUTION NO. 78 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT:	Supervisor	Peter G. Crummey
	Councilwomen	Danielle Futia
		Melissa Jeffers
		Jill Penn
	Councilmen	Rick Field, Sr.
		Alvin Gamble
		Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to enter into a Professional Service Agreement with Roemer, Wallens, Gold & Mineaux, LLP in connection with labor relations services for the year 2023.

WHEREAS, labor relations services fees will be $5,400.00 per month in 2023; and

WHEREAS, the agreement shall be from January 1, 2023 through December 31, 2023;

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to enter into a Professional Services Agreement with Roemer, Wallens, Gold & Mineaux, LLP in connection with labor relations services; and

BE IT FURTHER RESOLVED that such agreement is subject to the review and approval of the Town Attorney's Office.

RESOLUTION NO. 79 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to enter into an Agreement with Behavioral Health Specialist, PLLC for the year 2023.

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to enter into an Agreement with Behavioral Health Specialist, PLLC in connection with providing professional psychological services for Town employees from January 1, 2023 through December 31, 2023 in an amount not to exceed $8,505.00; and

BE IT FURTHER RESOLVED that such agreement is subject to the review and approval of the Town Attorney's Office.

RESOLUTION NO. 80 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to enter into an Agreement with Dr. Robert Wishnoff in connection with providing substance abuse professional services for the year 2023.

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to enter into an Agreement with Dr. Robert Wishnoff in connection with providing substance abuse professional services from January 1, 2023 through December 31, 2023; and

BE IT FURTHER RESOLVED that such agreement is subject to the review and approval of the Town Attorney’s Office.

RESOLUTION NO. 81 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution approving an adjustment of hours of work for the positions of Building Maintenance Technician and Assistant Building Maintenance Technician from a 35 hour work week to a 40 hour work week.

WHEREAS, the Building Maintenance Technician and Assistant Building Maintenance Technician will increase their hours of work from a 35 hour work week to a 40 hour work week effective January 30, 2023; and

WHEREAS, the increase is necessary in order to be able to perform their duties;

BE IT RESOLVED that the positions of Building Maintenance Technician and Assistant Building Maintenance Technician will adjust their work hours from a 35 hour work week to a 40 hour work week.

RESOLUTION NO. 82 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution authorizing expenditure of funds from the Insurance Reserve Fund for payment of legal fees, expenses and/or settlement in connection with litigation.

BE IT RESOLVED that expenditure from the Insurance Reserve Fund for payment of legal fees, expenses and/or settlement in connection with litigation be, and it hereby is, authorized as follows:

PAYEE	AMOUNT
Cooper Erving & Savage LLP (Falace-Mayr, AT&T, Walker, Fusco, Vazquez)	$7,394.28
Total	$7,394.28

RESOLUTION NO. 83 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution requiring the Planning and Economic Development Director to review and consider the proposed amendment of the Canterbury Crossing PDD.

WHEREAS, the Town Board recommends that the Planning and Economic Development Director review the amendment of the Canterbury Crossing Planned Development District; and

WHEREAS, the applicant seeks to install a 24’x16’ deck at 41 Preston Drive;

BE IT RESOLVED that the Planning and Economic Development Director be, and hereby is, authorized to review and consider the proposed amendment of the Canterbury Crossing PDD.

RESOLUTION NO. 84 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT:	Supervisor	Peter G. Crummey
	Councilwomen	Danielle Futia
		Melissa Jeffers
		Jill Penn
	Councilmen	Rick Field, Sr.
		Alvin Gamble
		Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution approving an Open Development Area at 93 Fisler Avenue (to be known as 82 Cordell Road).

WHEREAS, by Resolution No. 123 for 2021 adopted by the Town Board on March 11, 2021, the Town Board referred a proposal for an Open Development Area at 93 Fisler Avenue (to be known as 82 Cordell Road), to the Planning Board for its advice in accordance with Town Law Section 280-a (4); and

WHEREAS, a favorable recommendation was granted by the Town of Colonie Planning Board subject to conditions set forth in a Special Rule letter, dated December 6, 2022, attached hereto as Exhibit A, for an Open Development Area at 93 Fisler Avenue (to be known as 82 Cordell Road) pursuant to Town Law § 280-a (4);

BE IT RESOLVED that the Town Board hereby approves the Open Development Area located at 93 Fisler Avenue (to be known as 82 Cordell Road), subject to the conditions set forth in the Special Rule letter as attached hereto as Exhibit A.

SPECIAL RULE OF THE PLANNING BOARD
SETTING FORTH FINDINGS, CONCLUSIONS AND RECOMMENDATIONS
FOR THE ESTABLISHMENT OF AN OPEN DEVELOPMENT AREA
PURSUANT TO NEW YORK STATE TOWN LAW § 280-1(4)

Lands of Zweigenthal
93 Fisler Avenue

WHEREAS, Mark and Jessie Zweigenthal (hereinafter referred to as the "applicant") made application to the Colonie Town Board for creation of an Open Development Area for 93 Fisler Avenue (to be known as 82 Cordell Road) for a single-family home that will be provided access via an ingress/egress easement across Oliver Avenue, a paper street, to Cordell Road, an improved town road; and

WHEREAS, the Town of Colonie Planning and Economic Development Department and Building Department have determined that access to the subject property by means other than use of the property's public road frontage requires approval of an Open Development Area; and

WHEREAS, the applicant made a request for an Open Development Area to the Town of Colonie; and

WHEREAS, § 280-a(4) of the New York State Town Law provides that the Town Board may establish an Open Development Area within the Town, wherein permits may be issued for the erection of structures to which access may be given by right of way or easement, upon such conditions and subject to such limitations as may be prescribed by special rule of the Planning Board; and

NOW THEREFORE, BE IT RESOLVED THAT, the Planning Board has determined that it is in the best interest of the public's health, safety and welfare to permit access to 93 Fisler Avenue (to be known as 82 Cordell Road) across an ingress/egress easement; and

BE IT RESOLVED THAT, the Planning Board recommends approval of the Open Development Area for 93 Fisler Avenue (to be known as 82 Cordell Road).

This resolution shall take effect immediately and shall be transmitted to the Colonie Town Board for consideration.

Date: December 6, 2022

Craig Shamlian

Craig Shamlian, Acting Chairman

EXHIBIT "A"

RESOLUTION NO. 85 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT:	Supervisor	Peter G. Crummey
	Councilwomen	Danielle Futia
		Melissa Jeffers
		Jill Penn
	Councilmen	Rick Field, Sr.
		Alvin Gamble
		Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution declaring one set of Globe Firefighter gear and two sets of Quaker Safety Products firefighter gear as surplus and will donate to Shaker Road Loudonville Fire Department Explorer Post.

BE IT RESOLVED that the Town of Colonie is declaring one set of Globe Firefighter gear and two sets of Quaker Safety Products firefighter gear as surplus and will donate items to the Shaker Road Loudonville Fire Department Explorer Post.

RESOLUTION NO. 86 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution authorizing the General Services Director to advertise for bids in connection with the development of the Division of Pure Waters Collection Operations Facility.

BE IT RESOLVED that the General Services Director be, and hereby is, authorized to advertise for bids in connection with the development of the Division of Pure Waters Collection Operations Facility.

RESOLUTION NO. 87 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to declare an emergency in connection with repair of the sanitary sewer system at 4R Winslow Drive by ANJO Construction, Ltd. and authorizing the Comptroller to expend Emergency Repair Reserve funds for the same.

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to declare an emergency in connection with repair of the sanitary sewer system at 4R Winslow Drive by ANJO Construction, Ltd. for the DPW/Division of Pure Waters; and

BE IT FURTHER RESOLVED that the Comptroller be, and hereby is, authorized to expend $7,500.96 from the Emergency Repair Reserve funds for the same.

RESOLUTION NO. 88 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to declare an emergency in connection with repair of the sanitary sewer system at 105 Overlook Avenue by ANJO Construction, Ltd. and authorizing the Comptroller to expend Emergency Repair Reserve funds for the same.

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to declare an emergency in connection with repair of the sanitary sewer system at 105 Overlook Avenue by ANJO Construction, Ltd. for the DPW/Division of Pure Waters; and

BE IT FURTHER RESOLVED that the Comptroller be, and hereby is, authorized to expend $7,351.63 from the Emergency Repair Reserve funds for the same.

RESOLUTION NO. 89 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to execute a Contractor Service Agreement with Micheli Contracting Corporation in connection with assisting Latham Water District with emergency repairs in the event of a water main break and to be used by various departments at a cost not to exceed $20,000.00.

WHEREAS, Micheli Contracting Corporation will assist Latham Water District with emergency repairs in the event of a water main break and will also be used by various other departments; and

WHEREAS, the cost for their services shall not exceed $20,000.00;

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to execute a Contractor Service Agreement with Micheli Contracting Corporation in connection with assisting Latham Water District with emergency repairs in the event of a water main break and to be used by various departments at a cost not to exceed $20,000.00; and

BE IT FURTHER RESOLVED that such agreement is subject to the review and approval of the Town Attorney's Office.

RESOLUTION NO. 90 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to execute Amendment No. 3 with Ramboll in connection with additional engineering services for the River Road Storage and Mohawk View Water Treatment Plant Mixing Project.

WHEREAS, Ramboll will perform additional engineering services in regard to the River Road Storage and Mohawk View Water Treatment Plant Mixing Project; and

WHEREAS, the cost for additional engineering services shall be $77,817.00 bringing the total amount of this project to be $611,656.00;

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to execute Amendment No. 3 with Ramboll in connection with additional engineering services for the River Road Storage and Mohawk View Water Treatment Plant Mixing Project; and

BE IT FURTHER RESOLVED that such amendment is subject to the review and approval of the Town Attorney's Office.

RESOLUTION NO. 91 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution awarding a Request for Proposal for Physician and Medical Services to Access Compliance, LLC and authorizing the Supervisor to enter into an agreement for same.

WHEREAS, a Request for Proposal was advertised on September 21, 2022 and two (2) proposals were received; and

WHEREAS, after review of the two (2) proposals, it was decided that Access Compliance, LLC will best serve the needs of the Town to provide physician and medical services;

BE IT RESOLVED that the Request for Proposal for Physician and Medical Services be, and hereby is, awarded to Access Compliance, LLC;

BE IT FURTHER RESOVED that the Supervisor be, and hereby is, authorized to enter into an agreement with Access Compliance, LLC; and

BE IT FURTHER RESOLVED that such agreement is subject to the review and approval of the Town Attorney’s Office.

RESOLUTION NO. 92 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT:	Supervisor	Peter G. Crummey
	Councilwomen	Danielle Futia
		Melissa Jeffers
		Jill Penn
	Councilmen	Rick Field, Sr.
		Alvin Gamble
		Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to enter into an Agreement with National Business Equipment and Supply in connection with the lease of a copier for the Justice Department.

WHEREAS, National Business Equipment and Supply will lease to the Justice Department a Kyocera Taskalfa 4004i photocopier for 38 months at a cost of $153.57 per month;

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to enter into an Agreement with National Business Equipment and Supply in connection with the lease of a copier for the Justice Department; and

BE IT FURTHER RESOLVED that such agreement is subject to the review and approval of the Town Attorney's Office.

RESOLUTION NO. 93 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to execute an Agreement with Aladtec, Inc. in connection with the Online Employee Scheduling and Workforce Management System for the Police Department.

WHEREAS, Aladtec, Inc. will host, provide phone and email support and upgrades to the Online Employee Scheduling and Workforce Management System for the Police Department; and

WHEREAS, the agreement will be for the period of February 1, 2023 to January 31, 2024 at a cost not to exceed $2,853.00;

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to execute an Agreement with Aladtec, Inc. in connection with the Online Employee Scheduling and Workforce Management System for the Police Department; and

BE IT FURTHER RESOLVED that such Agreement is subject to the review and approval of the Town Attorney's Office.

RESOLUTION NO. 94 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to enter into a Service Agreement with Pittsfield Communications Systems, Inc. in connection with the maintenance of the Public Safety radio system for the Police Department.

WHEREAS, Pittsfield Communications Systems, Inc. will maintain the Public Safety radio system for the Police Department at the Public Safety Building from March 1, 2023 to February 28, 2024 at an annual cost not to exceed $39,520.00;

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to enter into a Service Agreement with Pittsfield Communications Systems, Inc.; and

BE IT FURTHER RESOLVED that such agreement is subject to the review and approval of the Town Attorney’s office.

RESOLUTION NO. 95 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT:	Supervisor	Peter G. Crummey
	Councilwomen	Danielle Futia
		Melissa Jeffers
		Jill Penn
	Councilmen	Rick Field, Sr.
		Alvin Gamble
		Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the Town Board to approve the Town Procurement Policy and to approve a revision to incorporate the list of Town Employees responsible for purchasing pursuant to General Municipal Law Section 104-b and a new section for Policies and Procedures for Determining Vendor Responsibility.

WHEREAS, it is Town policy to ensure fair and consistent consideration of potential vendors offering services and goods to the Town and meet New York State requirements for competitive bidding;

THEREFORE, BE IT RESOLVED that the Town Board be, and hereby is, authorized to approve a revision to the Town Procurement Policy and Procedure in connection with Town Employees responsible for purchasing pursuant to General Municipal Law Section 104-b and a new section for Policies and Procedures for Determining Vendor Responsibility as set forth in the annexed Exhibit “A”.

TOWN OF COLONIE

PROCUREMENT POLICIES
AND
PROCEDURES

January 19, 2023

Town of Colonie

Purchasing Policy and Procedures

Mission Statement

The Town of Colonie General Services Department dedicates itself to the procurement of the right goods and services at the right price for the various Town departments in a timely manner assuring the prudent and economical use of public monies. The Town will facilitate the acquisition of goods and services at the lowest possible cost and at the same time guard against favoritism, extravagance and fraud.

Introduction

It is, therefore, essential that the purchasing policies and procedures of the Town of Colonie be clearly established and understood by all concerned.

The Purchasing Manual has been prepared as a statement of the policy upon which our purchasing practices and procedures are based.

The Town declares its intention to purchase competitively without prejudice and to seek maximum operational value for every dollar expended.

Purchasing Policy

- ❖ The General Services Director is responsible for reviewing and administering the purchasing program of Town of Colonie.

- ❖ Members of the Purchasing Department shall maintain effective and professional public, vendor and customer relationships.

- ❖ To maintain a high level of quality service to our customers, we encourage our staff to participate in the numerous educational opportunities offered in the purchasing field; and to keep abreast of current developments in market conditions, pricing, new products and New York State laws as they pertain to the purchase of goods and services for the Town.

- The Purchasing policy herein shall be administered in accordance with all ethical rules called for by the Town of Colonie and the National Institute of Governmental Purchasing Code of Ethics.

- The purchasing procedures employed will comply with all applicable laws and regulations of New York State and shall be subject to the approval of the Town Board.

- Each procurement request will be examined by a member of the Town of Colonie Purchasing Department and processed according to the guidelines set forth under the appropriate section of the attached Purchasing Procedures.

- The Town of Colonie Purchasing Department will maintain adequate documentation of all action taken in connection with each method of procurement. Such documentation shall include but not be limited to any and all pertinent Board resolutions, memoranda, written quotes, contracts and any other appropriate form of documentation.

- If the General Services Director finds a supplier to be an irresponsible bidder, bid notices shall not be sent to that vendor, however any vendor will be provided with the bid package if requested. Irresponsibility is determined by a vendor failing to adhere to the terms of a contract, having repeatedly made slow or unsatisfactory delivery of supplies or services or having been found by a court of competent jurisdiction to have engaged in unlawful employment or business practices within the previous twelve (12) months.

- When soliciting bids, a “General Instructions to Bidders” will be included with all specifications provided to suppliers. These general conditions will be incorporated into contracts awarded for the purchase of materials, equipment and services.

- Purchases shall be made under Town contract pursuant to all required Laws, through available state contracts (OGS), or Sub d 3 of the New York State General Municipal Law (GML)103 and 104b which allows purchases of materials, equipment or supplies, or to contract for services, other than services subject to article nine of the labor law, through any publicly bid and awarded contract in compliance with NYS GML law, whenever such purchases are deemed by the General Services Director to be in the best interest of the Town.

- Supplies used by various Town departments should be uniform whenever consistent with operational goals in the interest of efficiency and economy.

- ❖ No official or employee will be interested financially in contracts entered into by the municipality (as defined in Section 800 of NYS General Municipal Law). This also precludes acceptance of gratuities, financial or otherwise, as stated in the Town of Colonie Code of Ethics.

- ❖ The Town of Colonie will not be deemed responsible for any commitment made at the departmental level circumventing these procedures. If Town procedures are circumvented, disciplinary action may be taken.

- ❖ Salespersons are encouraged to visit the Purchasing Department prior to or in conjunction with initial, individual department contact.

- ❖ The policies and procedures set forth in this manual shall be annually reviewed by the Town Board.

- ❖ The unintentional failure to fully comply with the provisions of NYS General Municipal Law Sections 103 and 104-b shall not be grounds to void any action taken or give rise to cause of action against the Town of Colonie, the Purchasing Department, or any officer or employee thereof.

Purchasing Policy and Procedures

Employees Responsible for Purchasing for the Town by Name and Title

Per General Municipal Law Section 104-b (2) (f) the Town is required to include in the Policy and Procedures Manual the list of individuals by name and title that are responsible for purchasing for the Town.

Name	Title
Peter G. Crummey	Town Supervisor
Jill Penn	Town Councilperson
Rick Field Jr.	Town Councilperson
Daniele Futia	Town Councilperson
Melissa Jeffers	Town Councilperson
Jeff Madden	Town Councilperson
Alvin Gamble	Town Councilperson
Andrew Clermont	Acting General Services Director
Keith Ruggiero	Buyer
Denise Fitzgerald	Buyer
Julie Pfeiffer	Principal Clerk
Christopher Kelsey	Accounting Assistant
Ronald Monfils	Sole Assessor
Hope LaCrosse	Administrative Aide
Christian Ford	Senior Appraiser

E. Guy Roemer	Town Attorney
Jan Notaro	Confidential Secretary to Town Attorney
Victor Oberting	Personnel Officer
Amy Hodson	Principal Clerk
Wayne Spenziero	Building Department Manager
Lisa Maune	Senior Typist
Lynn Gallant	Administrative Aide
Jennifer Kennedy	Community Development Program Manager
Julia Allen	Administrative Aide
Paul Sugrue	Emergency Medical Services Chief
Erin Kelly	Emergency Medical Services Deputy Chief
Robbie MacCue	Emergency Medical Services Assistant Chief
Carol Mahar	Principal Clerk
Matthew McGarry	Commissioner of Public Works
Thomas Romano	Public Works Operations Supervisor
William Shipley	Vehicle Maintenance Supervisor
Michele Matuszek	Administrative Aide
Angel McMurphy	Purchasing Clerk
Kevin Franklin	Town Historian
Rosemary Newton	Human Resources Director
Tracy Pirri	Personnel Assistant
Phyllis Hallenbeck	Benefits Coordinator
Mary Falace-Mayr	Clerk of the Court
Paige Trance	Senior Clerk to Town Justice
John Frazer Jr.	Latham Water Superintendent
Daniel Corey Seaver	Water Engineer
Christine Horton	Administrative Aide
Suzanne Mauger	Purchasing Clerk
Evelyn Neale	Library Director
Kathleen Cook	Administrative Aide
Lisa Travis	MIS Director
Marilina Daniels	Application Analyst
Kirstin Smith	Application Network Specialist
Michael Biance	Computer Network Specialist
Robert Mateja	GIS Coordinator
Jimmy Onibokum	Network Administrator
Tara Booker	Senior Typist
Jill Daly	Administrative Aide
Samantha Sutton	Support Assistant
Laura Archambault	Youth Services Specialist
Noel Gebauer	Golf Course Manager
Sean Maguire	Planning and Economic Development Director
Victoria Normandin	Administrative Aide
Michael Woods	Chief of Police
Robert Winn	Deputy Chief of Police
James J. Gerace, Jr.	Deputy Chief of Police
Diana Blake	Administrative Aide
Tami Sherry	Pruyn House Administrator
E. Tucker Cox, Jr.	Acting Pure Waters Superintendent
Karen Stroebel	Administrative Aide
Diane Ryan	Principal Clerk

Angelina Searles	Senior Resources Director
Carrie Blanchard	Senior Resources Specialist II
Mary Ellen Ives	Confidential Aide to Supervisor
C. Michele Zilgme	Receiver of Taxes
Kimberly Cuva	Deputy Receiver of Taxes
Julie Gansle	Town Clerk
Michele Turcotte	Deputy Town Clerk
Jeremy Terrill	Chief Water Treatment Plant Operator
Raymond Elliott	Assistant Chief Water Treatment Plant Operator
Bethany Childs	Water Chemist

Quotation and Bid Requirements for Purchases or Leases over $1,000

POLICY:

It is Town policy to ensure fair and consistent consideration of potential vendors offering services to the Town, and to meet State requirements for competitive bidding for goods and services required by the Town. Minimum requirements for Quotes and Bids are as follows:

Purchase and/or Total Lease Amounts with a purchase option (Excluding Public Works Contracts)	Quote and Bid Requirements
$0.01 - $2,500	Department Does Price Check.
$2,501-$7,500	Three verbal quotes obtained and documented by the department in coordination with Purchasing.
$7,501 – $12,000	Three written quotes, documented by the vendor, obtained by the Department through the development of a specification provided to the vendors, after review of quote document by Purchasing. Purchasing will post the quote document to BidNet.
$12,001 - $20,000	Three or more written quotes, documented by the vendor, obtained by the Purchasing Department.
Over $ 20,000	Competitive public bid required.

Part of the Purchasing review is to be sure the Town does not exceed the aggregate bid limit.

The limits above may be adjusted based on the technical nature and history of the quote following a review by the Purchasing Department.

True Leases:

True leases are defined as leases without the option to purchase. As True Leases are exempt from the Competitive bid requirement, three written quotes will be required, unless the proposed lease is as the result of a National Cooperative Contract or other contract that has already been competitively bid, to insure the Town obtains the best value for the lease dollars spent. The total annual cost of the lease will be used to evaluate the quotes received in awarding the lease. For the purposes of this provision, leases should be closed-end, with agreed upon residual values and mandatory turn-in at end of lease. Lease documentation should include negotiated price, residual value and term and payment amounts.

<u>Public Works Contracts</u>
(Material and Labor)

$0.01 - $5,000 Department Does Price Check.

$5,001 -$10,000 Three verbal quotes obtained and documented by the department in coordination with Purchasing.

$10,001 - $20,000 Three written quotes, documented by the vendor, obtained by the Department through the development of a scope of work and/or specification provided to the vendors, after review of quote document by Purchasing. Purchasing will post the quote document to BidNet.

$20,001 - $35,000 Three or more written quotes, documented by the vendor, requested by the Purchasing Department.

Over $ 35,000 Competitive public bid required.

For all Public Works Article 8 project and Article 9 project over $1,500. A General Contracting Agreement is required. Also a Department of Labor PRC regarding prevailing wage will be obtained and provided to the winning vendor at award by Purchasing.

Aggregate Amounts – In determining if an item for purchase meets the bid requirements, the Town shall consider the reasonable 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 the purchase. Purchases of commodities, services, or technology shall not be artificially divided for the purpose of avoiding the requirement to competitively bid the item required.

In each case the requesting department should make every attempt to obtain required quotes as defined above. If after good faith effort to obtain the required quantity of quotes, the requesting department is unsuccessful, the requesting department should document the actions taken and may submit the requisition with the lower quantity of quotes.

After obtaining quotes and approvals as defined in the purchasing procedures, the purchase should be awarded to the lowest quote unless there is just cause for awarding the quote to an alternate vendor. If a *quote* is awarded to a vendor other than a low quote the requesting department must submit documentation to Purchasing explaining why the award should be given to an alternate vendor. This documentation must accompany the requisition and all steps in the subsequent approval process.

If a *bid* is awarded to vendor other than a low bidder the requesting department must submit documentation through board resolution explaining why the award should be given to an alternate vendor. This documentation must accompany the requisition and all steps in the subsequent approval process.

Best Value

The Town Board seeks to exercise the local option set forth in § 103, Subdivision 1, of the New York State General Municipal Law, as amended by Chapter 608 of the Laws of 2011 and Chapter 2 of the Laws of 2012, which amendment authorizes the Town to award purchase contracts and contracts for services subject to competitive bidding under General Municipal Law § 103 on the basis of either lowest responsible bidder or "best value" as defined in § 163 of the New York State Finance Law. The "best value" option may be used if it is more cost efficient over time to award the good or service to other than the lowest responsible bidder if factors such as lower cost of maintenance, durability, higher quality and longer product life are taken into consideration.

The Town Board may award purchase contracts and service contracts that have been procured pursuant to competitive bidding under General Municipal Law § 103 by either lowest responsible bidder or best value.

The provisions of this chapter apply to Town Purchase contracts involving an expenditure of more than $20,000.00 and Town contracts for services involving an expenditure of more than $35,000.00 but exclude purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the State Labor Law and excluding any other contract that may in the future be excluded under state law from the best value option. If the dollar thresholds of General Municipal Law § 103 are increased or decreased in the future by the State Legislature, the dollar thresholds set forth herein shall be deemed simultaneously amended to match the new General Municipal Law thresholds.

Goods and services procured and awarded on the basis of best value are those that the Town Board determines will be of the highest quality while being the most cost efficient. The determination of quality and cost efficiency shall be based on objectively quantified and clearly described and documented criteria, which 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; and longer product life; product performance criteria; and quality of craftsmanship.

Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented.

PROCEDURES

Purchase or Lease from $2,501 to and including $7,500 or Public Works Contracts from $5001 to $10,000 – Documented Quote Procedures

1. The Department Head confirms the availability of budgeted funds for the item and/or service and the need
2. If budgeted funds are available and item and/or service is within the spending ranges and not covered under an existing Town Contract, the Department Head checks for State or National Cooperative Contract.
3. If a State or National Cooperative Contract does not exist the Department Head or designated employee in coordination with Purchasing, investigates three sources for the item and/or service.
4. Department in coordination with Purchasing, must document the three verbal quotes for the item.
5. Quote documentation must include the vendor name, phone number, contact name, the item and/or service, the amounts, the date of the quotes, and the person who obtained the quote.
6. Documented quotes should be signed by the person obtaining the quotes. When quote or bid requirements are fulfilled, the Department Head then selects the vendor based upon lowest price of the three quotes.
7. The documented quotes must be submitted to Purchasing along with a hard copy of the Standard Purchase Requisition.

Purchases or Leases from $7,501 to and including $12,000 or Public Works Contracts $10,001 to $20,000 – Written Quote Procedures obtained by Department

1. The Department Head confirms the availability of budgeted funds for the item and/or service and the need
2. If budgeted funds are available and item and/or service is within the spending ranges and not covered under an existing Town Contract, the Department Head checks for State or National Cooperative Contract.
3. If a State or National Cooperative Contract does not exist the Department Head or designated employee prepares a specification and/or scope of work for the item of services required.

4. Specification and/or scope of work is provided to Purchasing for review. Purchasing will post the quote specifications and/or scope of work on the current electronic bid distribution service in use at the time.
5. Department provided specification and/or scope of work to multiple vendors to obtain at least three written quotes for the item or service.
6. Quote documentation must be on vendor's letterhead and include the vendor name, phone number, contact name, the item and/or service, the amounts, the date of the quotes, and the person who obtained the quote.
7. When quote or bid requirements are fulfilled, the Department Head then selects the vendor based upon lowest price of the three quotes.
8. The documented quotes must be submitted to Purchasing along with a hard copy of the Standard Purchase Requisition.

Purchases or Leases from $12,001 to $20,000 or Public Works Contracts $20,001 to $35,000 – Written Quote Procedures obtained by Purchasing

1. The requisitioning Department Head e-mails Purchasing to request quotes for the purchase or lease specific goods or services within the value ranges listed above. In the e-mail, the Department Head defines the specifications for the item and/or service and suggested vendors to include in the quote solicitation.
2. Purchasing documents the request for quotation from the information supplied by the Department Head. If additional information is required, the Purchasing Agent will contact the requisitioning Department Head to add the necessary information.
3. When complete, the Purchasing Agent submits the request for quotation to a minimum of three vendors for purchases or leases of $20,000 and under or Public Works Contracts of $35,000 and under.
4. The Purchasing Agent receives responses to the quotation request, tabulates the combined results, and forwards copies of vendor responses, including proposals to the Department Head.
5. The Department Head reviews the vendor responses and selects the vendor from whom to acquire the goods and/or services.
6. The Department Head then notifies Purchasing of the chosen vendor in writing. Purchasing creates and mails an award letter to the chosen vendor.
7. The Department Head then creates a standard purchase requisition, submitting the quotation responses with the Purchase Requisition.

8. For Public Works Contracts a formal Town of Colonie General Contracting Agreement is required, preceding the Purchase Order.

a. The requesting Department Head completes a Town Board Agenda Request for the Town Board to approve the General Contracting Agreement.
b. Following Town Board Approval, the Town Attorney creates the document with input from the Department Head. Once approved by all parties, the Agreement is sent to the vendor for signature.

Purchasing and Leases $20,001 and above or Public Works Contracts of $35,001 or above – Formal Public Bid Procedures

1. For new purchases of $20,001 and above or Public Works Contracts of $35,001 and above the Department Head creates a "Town Board Agenda" form and a document defining the specifications for the purchase and rationale.
2. The Department Head then forwards both documents to the required approvers. Approvers include DPW/Engr. or MIS depending on the nature of the Purchase and all of the following: Comptroller, Director of General Services, and Town Attorney.
3. The Town Attorney submits the signed "Town Board Agenda" form to the Town Board and monitors the response of the Town Board.
4. The Town Attorney notifies Purchasing and the Department Head in writing of the Town Board's response.
5. If the Town Board approves the Purchase, Purchasing, working with the requesting department will prepare the bid document and legal notice.
6. Purchasing coordinates the submission of the legal notice with local papers.
7. Purchasing also distributes the bid document to vendors by email if possible and posts the bid document on the current electronic bid distribution service in use at the time.
9. For bid produced and administered by outside engineering or architect firms, Purchasing shall have the opportunity to review and offer changes to all bid documents produced on behalf of the Town of Colonie. Once approved Purchasing shall post the legal notice for this bid on the current electronic bid distribution service in use at the time.
10. Upon receipt of Bid responses, the Purchasing Agent tabulates responses and forwards copies of the responses and tabulation results to the requesting Department Head.
11. The Department Head reviews bid responses and selects the proposed vendor to award the purchase.
12. The Department Head then fills out a "Town Board Agenda" form to request formal authorization for the specific purchase. The "Request for Item to be

placed on Town Board Agenda" form along with bid responses is routed to the same approvers as the preliminary form used to authorize the bidding process.

13. The Town Attorney submits the signed "Town Board Agenda" form to the Town Board and monitors the response of the Town Board.
14. The Town Attorney notifies Purchasing and the Department Head in writing of the Town Board's response.
15. If the Town Board approves the purchase, the Purchasing creates and mails an Award Letter, notifying the vendor of the approval for the Purchase.
16. If the purchase is approved, the Department Head creates a standard purchase requisition defining the terms of the purchase and specific items and services.
17. For Public Works Contracts the Town Attorney will prepare a General Contracting Agreement or contract for the work which they will provide to the awarded vendor. This step shall be completed prior to the department issuing the purchase requisition.

Procurement of Professional Services and the Issuance of Requests for Proposals

POLICY:

The procurement of a Professional Service is an exception to the Competitive Bid provision of the New York State General Municipal Law. However, as the use of professional services involves the expenditure of public funds, the Town will endeavor, where possible, to seek competition for those professional services. The use of a Request for Proposal is the preferred method to seek competition for these professional services. While not every professional service agreement will be entered into as the result of an RFP, the determination of when an RFP is required shall be made as follows:

1. The General Services Director in conjunction with the Town Attorney's Office will determine if a service is classified as a Professional Services and eligible for the exemption under General Municipal Law.
2. If the service is determined to be Professional, the Department Head, the department Attorney liaison, and the General Services Director will determine if an RFP shall be required to enter into this agreement.
3. If the determination is made that seeking competition is the best interest of the Town, the Town will determine if a department issued RFP or a Purchasing Department issued RFP is the best course of action of this professional Services.

For the purposes of this policy, the Town will reference two types of request for proposals: Department Issued and Purchasing Department Issued. Both will service the same purpose:

1. The Town can review up to date services and technologies available in the market place.
2. Several different approaches to accomplish the request can be evaluated.

3. Service Providers must compete for the Town's Business. This may lead to better service and lower cost to the Town.

Department Issues RFP – A request for proposal issued by the requiring department. The document shall provide the scope of services required along with any special or technical needs. The document is issued and received by the Department. Town Board approval of the resulting contract will be required. A copy of the department issued RFP, tabulation of the responses, and a justification for award shall be part of the request for Town Board approval.

Purchasing Department Issued RFP – A formal request for proposals issued by the Purchasing Department. This RFP shall be issued as follows:

1. Purchasing will provide a basic format for the Request for Proposal document to the initiating department. The department will be required to supply the specifications for the service requested in the RFP. If the specifications are rigorous and technical in nature, the Town may subcontract the RFP development to a third-party firm that specializes in preparing such documentation.
2. The final draft of the RFP document shall be approved by the Town Attorney and the General Services Director prior to distribution.
3. Distribution of the RFP shall be handled in the same manner as a competitive bid, with the Purchasing Department advertising the RFP, distributing the RFP packages, receiving the responses, tabulating the companies that provide a proposal, and awarding the RFP.
4. The initiating department shall be responsible for the review of the proposals and the recommendation of an award.
5. The Town Board shall approve the award of the RFP and any resulting contract.

A Request for Proposal (RFP) is a descriptive document that explains in detail the requirements and terms associated with the specific services request by the Town for service providers. All request for proposal documents will include the following information:

- Statement or Scope of work requested.
- Any requirement unique to the request.
- Any special condition unique to the request.
- A method of award.

The use of the RFP process may be combined with the competitive bid or quote process if the total transaction involves a hybrid of professional services and other services or professional services and the acquisition of goods. If the primary or predominant part of the transaction is the professional service, the use of the competitive bid or quote process may not be required. Purchasing will make the final determination in conjunction with the Town Attorney's office as to the need for an additional process.

PROCEDURE:

Action Steps:
1. Recognize the need for a budgeted professional service that is not under Town Contract. 2. Contacts the General Service Director to review the need and confirm the service is an exempt professional service. 3. Meet with the General Services Director and Town Attorney's Office to determine if seeking competition is in the best interest of the town. 4. If Department Issued RFP is authorized, issue the RFP request and provide results to General Services to review. Complete Town Board Agenda Request form for Town Board Approval. 5. If a Purchasing Issued RFP is authorized, follow the remaining steps. 6. Request Town Board Authorization to advertise for the Request for Proposal. (if required) 7. Provide specifications for service requested. 8. Review responses and recommend an award. 9. Request Town Board Authorization to award the RFP.
1. Purchasing Issued RFP's are handled in a similar manner as an open competitive bid: Advertised in the Official Newspaper, Opened at a specific time and place, Tabulation of proposers name only, and awarded by the Town Board.
1. The Town Attorney will provide guidance to the Department Head related to the RFP process and the end results. 2. Whether subcontracted or completed by the Department, the Town Attorney will review the RFP document to ensure appropriate wording to meet Town legal requirements and appropriate risk management for the Town. 3. A contractual agreement must be created and signed by both the Town and the Service Provider. This agreement confirms the terms and conditions of the service. 4. The agreement may be initiated by the Department Head or the service provider, then forwarded to the Town Attorney for review.

CREATING AND RECEIPTING AGAINST AN OPEN PURCHASE ORDER

POLICY:

Open purchase orders are intended for repetitive low dollar purchases. They are intended to be used for vendors with whom the Town has accounts. They are not intended to reimburse Town Employees who have acquired and paid for goods and services using their personal credit cards or cash. See Time and Expense Policies and Procedures for this type of reimbursement. To qualify for an Open Purchase Order, purchases must be low dollars per unit and in total. Each requisition and invoice is not to exceed $200 and larger dollar purchases may not be divided into $200 increments to fall below the $200 limit. Department Heads have the authority to acquire miscellaneous items and services, but all appropriations must be budgeted, and if not must have prior approval from the Comptroller regardless of dollar limitations.

Procedures

1. A Town Employee identifies the need for miscellaneous items or service and notifies Department Head.
2. The Department Head confirms the availability of budgeted funds for the item and/or service and the need. If budgeted funds are available and item and/or service is repetitively purchased and under $200, the Department Head authorizes designated employee to obtain the item and/or service from an agreed upon, pre-approved vendor with which the Town has an account. In anticipation of purchases with these approved vendors, the Department Head or designated Department Employee will create an Open Purchase Requisition for the vendor, with a single line item for $1.00. If the Vendor ID is not on file, the department is to contact Purchasing. A general description is written in the first line of the requisition, with $1.00 for the unit price, 1 for the qty, and $1.00 for the line amount. The Appropriation-Fund code is written in the “G/L Account” field.
3. Obtains authorization to obtain the item and/or service from the Department Head.
4. Obtains the item and/or service from the pre-authorized vendor and a detailed invoice defining the specific item and/or service performed. The receiving employee is required to show official Town identification card to the pre-authorized vendor. The receiving employee should verify the accuracy of the invoice and resolve any discrepancies prior submitting for payment, then forward the invoice to the Department Head.
5. The Department Head or designated employee within the department receives invoices from the Town Employee and updates the previously created Open Purchase Requisition to cover the invoices accumulated from the vendor for each two-week time period (or shorter if no additional invoices are anticipated from the vendor during the period). The requisition is then updated with the invoice information. Replacing the single line entered earlier, each invoice becomes a line item on the requisition. The invoice number is written in the description for items and services covered by the invoice is written in the “Item Description” line. When the requisition is complete and checked for accuracy, the Department must change the "Order Date" field ID to the *current date*

and save the requisition. The Department then forwards the invoices and the requisition to Purchasing.

6. Purchasing receives the invoices and requisition from the Department Head. If the total value of the requisition is less than $200, Purchasing posts the Purchase Order (PO). If the value of the requisition exceeds $ 200, the Purchasing Agent must wait for Deputy Comptroller or Comptroller approval written for that specific purchase requisition on the "Unapproved Requisitions in Excess of $200" report before posting the Purchase Order.

7. Once the Purchase Order is posted, Purchasing posts a receipt in Great Plains for the value of each invoice against the corresponding line item on the Purchase Order. The Purchasing Agent then verifies that all line items are received and that the PO is complete. At that point the Purchasing Agent sends a hard copy of the PO and the invoice(s) to the Comptroller's office for vouchering in Accounts Payable.

8. The Comptroller's Office reviews any requisitions over $200 to confirm funding.

EMERGENCY PURCHASES:

POLICY:

All purchases of goods and services should be completed using an approved Purchase Order. However there are times when this is not possible due to an emergency.

Emergency requisitions are to be used to acquire parts for repairs or for services when there is an emergency need which would have a direct impact on the life, health and public safety to the general public as defined in General Municipal Law § 103(4). Once a situation has been identified as an emergency, parts for repairs and services can be acquired without going through normal procurement approvals and procedures. As soon as practical after the situation has been resolved, a requisitions or requisitions shall be entered into the Great Plains system for all emergency purchases made. The requisitions will be reviewed and approved as necessary and the Purchase Orders returned to the department. All invoices must be approved by the department manager and marked in red ink as an "emergency". The Town Board Resolution declaring the Emergency shall be attached to all emergency invoices. Emergency appropriations may be unbudgeted, or in excess of budgeted funds.

Procedures:

1. Department declares an Emergency Situation per GML 103(4)
2. Purchases of goods and services are made to resolve the emergency situation.
3. As soon as practical after the situation has been resolved, requisitions for the purchases of said goods and services are entered into the Great Plains system.
4. Requisitions are reviewed and approved and Purchase Orders are sent to the Department.

5. All related invoices are approved by the Department Head and marked in Red Ink with "Emergency". The Emergency Town Board Resolution shall be attached to the emergency invoices. Any differences between the original requisition and the invoice such as amounts, fund numbers, quantities are updated in the Great Plains system by the **initiating** department and sent to Purchasing for processing.

Straight Claims vs. Requisitions and Purchase Orders

POLICY:

Straight claims are forms that are submitted with vendor invoices to request payment under particular procurements. Use of a Straight Claim form does not require purchase orders. In most cases the use of a Straight Claim form does require a current, signed contract awarded from the Town of Colonie to the vendor. As with all purchases, all appropriations must be budgeted and if not must have prior approval from the Comptroller regardless of dollar limitations.

Procedure

Straight Claim forms are to be used for invoices for the following procurements:

1. Utility Payments – National Grid, Electric Supply, Natural Gas Supply, Water and Sewer payment, telephone including cell phone invoices.
2. Tax Bill Payments
3. Public Works projects where an engineering firm is managing the project.
4. Professional Service payment such as Attorney, engineer, Auditor.
5. Monthly Equipment Rental payment.
6. Subscriptions and membership payment and renewals
7. Postage expenses
8. Grant Payment to outside entities and reimbursement of clients
9. Annual Assessments/fees from Federal, State, County or other government agencies.

Straight Claims shall not be used for the following and the normal Purchasing System shall be used:

1. Any invoice to be processed where a requisitions has already been opened in the Great Plains system.

2. Public Works projects bid by the Town Purchasing Department and managed by Town personnel.
3. Purchases made through State Contracts, Cooperative Contracts, and purchases made as the result of Bids and quotes.
4. Legal notice publications.
5. Routine services such as industrial gases, fuel, road salt, cleaning supplies, etc.

Claim forms are processed directly through the Comptroller's Office and do not need Purchasing review. When practical the claimant certifications should be completed before the form is delivered to the Comptroller's Office.

Disposal of Town Surplus Property

POLICY:

The policy to dispose of surplus property shall meet the following criteria:
1. The items will be disposed of in the most cost effective and environmentally responsible manner possible.
2. Every effort shall be made to get the best return to the Town on any property to be disposed of that may have significant residual value.
3. Items to be declared surplus by the Town Board include those items with a value of $1,000 or more. These items will generally be auctioned off to the public to obtain the best value for the Town.
4. Items considered to have a value of under $1,000 will be disposed of in a manor determined by the General Services Director.

PROCEDURE:

1. The Department is responsible for determining that an item is surplus and no longer needed by the department.
2. For items on the Department Fixed Asset Report, please contact the Town Comptroller Department to determine remaining book value. See Attached Fixed Asset Disposition form.
3. If the item is a motor vehicle or a large piece of equipment please notify the Fleet Maintenance Supervisor of the fact this item is now surplus.
4. The Fleet Maintenance Supervisor will review the maintenance records for this item and determine if it is suitable to be offered to another department that may have a need for the item.
5. If the item is deemed not needed by another department, or not suitable for the Town to keep, Fleet Maintenance will work with General Services on the appropriate disposal method.
6. If the surplus item is office equipment, furniture, or other similar items, please notify the General Services Director that you have surplus items. Information needed about the items includes the item description, age, working condition, any value estimate, and your recommendation as to disposition.

DISPOSAL PROCESS:

Public Auction: The items that have a value of over $1,000 will generally be auctioned to the public. This auction shall be administered by the General Services Department in cooperation with Fleet Maintenance for vehicles and equipment. All items to be auctioned shall be submitted for approval to the Town Board prior to the beginning date of the auction.

Open Competitive Bid: Some items might be best disposed of through the formal open competitive bid process. For these items all normal bid processes will be followed.

Vehicle Buyers: Obtain quotes from companies that are in business to buy used vehicles such as CARVANA, CarMax, for example. If this method is used the Town will attempt to obtain 3 quotes to get the best offer for the vehicle.

Vehicle Auctions: At the recommendation of the Fleet Manager, offer the vehicle for sale through a local vehicle only auction if it is his belief the Town can obtain a better price than other methods.

Donation: Donation to another municipality or political subdivision is another option the Town Board may consider.

Sale to another Municipality: Surplus and second-hand items may be sold to other political subdivisions or public benefit corporations within the State.

Disposal: Item valued at less than $1,000 may be disposed in the most cost effective, environmentally appropriate manner as determined by the General Services Director. The available methods include proper disposal as trash, scrap disposal through the Landfill process, or junked. Any items disposed, scrapped, or junked will be itemized and that list provided to the Town Comptroller's office for proper record keeping. The manner of disposal shall be indicated for each item. If the item is unique or there is an indication that it would be better disposed through auction or donation, Town Board approval shall be requested to proceed with that disposal method. If the item is valued at $1,000 or more, but has no useful remaining life, Town Board approval shall be obtained prior to the item's disposal.

Computer Disposal: Any computer items deemed to be surplus and to be disposed must be coordinated through the MIS Department. Special consideration shall be taken to remove any data, software, or propriety information prior to disposal. MIS shall coordinate the actual disposal with General Services.

Town of Colonie Apprenticeship Program Policy

Policy:
In accordance with Town of Colonie Town Board Resolution No. 144 for 2015 of February 26, 2015 and Section 816-b of the New York State Labor Law, contractors and subcontractors of Town construction contracts of $750,000 or more shall have in place agreements providing appropriate apprenticeship training programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed before the contracts are let. These agreements shall conform to the procedures and requirements set forth in Section 816-b of the New York State Labor Law.
The Apprenticeship policy is administered through the Town Procurement Policy. However the ultimate authority as to compliance with the policy is with the Commissioner of Public Work or his designee and the Town Attorney's Office.
The Apprenticeship policy includes the following provisions and requirements:

- All contractors and their subcontractors on contracts for public works projects of $750,000 or more must comply with this policy regardless of the subcontractor's actual dollar amount of work provided.
- Any subcontractor used on the project must be to provide a trade or service not provided by the contractors own work force for purposes of this policy and compliance verification.
- Compliance with the policy includes providing proof of compliance for all trades to be employed on the project. Determination of the trades to be included is at the sole discretion of the Commissioner of Public Works or his designee and the Town Attorney's Office.
- For Town bids issued by Town contracted professional firms, proof of compliance with the apprenticeship program policy will be provided to the Town by the professional firm along with any recommendation letters. The Town reserves the right to request additional verification of program compliance as necessary.
- In call cases, such apprenticeship program must be specific to the type and scope of work that is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.
- For Bids administered by the Town directly, proof of compliance with the apprenticeship program shall be supplied by the apparent low bidder to the Town Purchasing Department within two (2) business days of the bid tabulation being completed and available to the public. The Town reserves the right to request additional documentation to verify compliance. All requested information must be provided within two (2) business days from the request.

- Failure of the low bidder to provide acceptable documentation within the time frames above will be deemed non-compliance with the program and the Town will move to the next low bidder. That bidder will have two (2) business days to provide acceptable verification.

Acceptable forms of compliance with the apprenticeship program are as follows:

1. Contractor or subcontractor having their own Department of Labor approved program for the trades to be used on the project. Verification of the approved program(s) of the New York State Department of Labor website is acceptable proof of compliance.
2. Contractor or subcontractor who is a direct signatory with a labor union that has a Department of Labor approved program for the trades to be used on the project. Verification of compliance must include the following:
    a. Letter on company letterhead from Contractor or subcontractor outlining signatory status with a labor union and trades covered by that agreement.
    b. Documentation from the labor union identified confirming signatory status and access to labor union apprenticeship program.
    c. Verification from New York State Department of Labor website of an approved program(s) for the labor union.

Any questions regarding this policy or compliance requirements shall be directed in writing to the General Services Director at the following:

Town of Colonie
Purchasing Department
534 New Loudon Road
Latham, NY 12110
Or
purchasing@colonie.org

General Information

Purchases of supplies and services involving an estimated overall annual expenditure by the Town of over $20,000 of like goods or any single public works contracts over $35,000 will be awarded only after public advertising and solicitation of formal bids, or use of other appropriate means as allowed by law. This includes one-time purchases, a contract or blanket purchases. Excluded from this are professional services, which are secured through a Request for Proposal.

Legal notices are published in the official Town newspapers, informing the public of the products or services being bid, listed on the Town website, as well as being posted online at the Empire State Procurement Group site: http://www.empirestatebidsystem.com/

Where formal bidding procedures are not required by law and/or resolution, pricing will be solicited by the Requesting Department or Purchasing Department pursuant to the procedure set forth in Section 104-b of General Municipal Law and this document.

The only exceptions are for procurement made pursuant to General Municipal Law, Section 103(3) (through County contracts) Section 103(16) (through National Cooperatives) or Section 104-b (through state contracts); State Finance Law, Section 175-b (from agencies for the blind or severely handicapped); Correction Law, Section 186 (articles manufactured in correctional institutions); and approved schedules through the Federal GSA program.

Any request to award a quote or bid to any vendor other than the lowest responsible bidder must include documentation by the requesting department with reasons and justification for the award. The documentation shall be reviewed by the General Services Director in counsel with the Town Attorney's Office prior to any award being made.

In certain situations, solicitation of alternative proposals or quotes is not practical. These may include: emergencies, true leases and sole source situations and combinations of professional services/purchases. In each of these cases, the requesting department, Purchasing, and the Town Attorney's Office shall analyze, justify and clearly document the reasons behind the award. No awards shall be made before contacting the Purchasing Department.

Sole Source & Single Source

Sole source procurement is an exception to the general rules and policies stated herein governing the procurement of goods and/or services. Sole source procurement may only be used in those rare cases where the goods or services sought and required are manufactured, sold or performed by only one entity and/or individual.

Generally, this will only apply in the following situations:

1. Only one company makes and sells a certain good or provides a certain service.
2. Only one company can service or maintain the equipment without voiding the warranty. (Note: This only applies during the warranty period. The sole source exemption is not available after the warranty expiration. After warranty expiration, repairs and maintenance must be bid.)

3. The Town is leasing equipment like postal machines or copiers that have a certain type of consumable component (e.g. ink cartridges) that must be used to avoid breaching a warranty or maintenance provision of a lease.
4. It is a service performed by companies that traditionally have territories (e.g. cable TV or certain types of equipment dealerships).
5. Software licensing, maintenance, and/or installation contracts specific to the software being purchased, inclusive of upgrades or improvements to existing software systems.

In determining whether a purchase qualifies for a Sole Source exemption, the procuring department must document, at a minimum:

1. The unique benefits to the Town of the product or service as compared to the other products or services available in the marketplace;
2. That no other product or service provides substantially equivalent or similar benefits;
3. That considering the benefits received, the cost of the product or service is reasonable in comparison to other products or services in the marketplace; and
4. That there is no possibility of competition from competing dealers or distributors.

Sole Source purchases will be reviewed by Purchasing and approved based on the written justification from the Requesting Department responding to points (1) through (4) above and supporting documentation on the letterhead of the entity providing the goods, equipment, commodity or service that they are the sole source.

Emergency Purchase

What is considered and emergency? GML 103 (4) defines it as “a public emergency arising out of an accident or other unforeseen occurrence or condition, whereby circumstances affecting public buildings, public property or the life, safety or property of the inhabitants requires immediate action”. Lack of anticipation or planning cannot be deemed as a cause for declaring an emergency.

A true emergency does not exclude the need for securing competitive pricing, only the formal bidding process. Purchasing should be contacted as soon as the emergency need is identified to secure pricing.

Professional Services

Professional Services are not subject to competitive sealed bidding requirements, but are subject to the guidelines of GML 104-b for competitive pricing to be obtained for these services. (See Purchasing Procedures section)

Purchase Requisition

The Purchase Requisition provides the means of initiating the Purchase Order process for goods and services. The Purchasing Department is designated to review and process requisitioners' requests; it is the individual department heads responsibility to insure that expenditures are within the budgetary appropriations and that the proper department account is charged.

The Comptroller's Office and the Purchasing Department must approve the funding of every requisition prior to it being converted to a Purchase Order. Purchasing approved requisitions up to and including $200.00. The Comptroller's Office approves all over $200.00.

Should there be insufficient funds available departments must do a budget transfer and secure all the necessary approvals before the order can be processed.

Preparation:

The requisitioning department will enter the Requisition on the Town Great Plains Purchasing software system.

If the department has a definite reason for ordering from a specific vendor it should be noted in the comments, the Purchasing Department will make the final decision as to price and vendor after reviewing the requisition and consulting with the using department. Adequate documentation shall also be provided with all requisitions, such as any received quotes, references and full descriptions of the items/service being ordered, so that Purchasing may procure the desired items/service in a timely fashion.

Planning

Anticipate your needs! Once you have determined what you need, within the limitations of your budget, contact purchasing to help you develop the specifications for the quote or bid to get the best value possible for the expenditure of tax dollars.

The key is time; turnaround time is dependent on many factors ranging from the complexity of the specifications, and the need for a pre-bid meeting and addendums to the number of bids and quotes currently in process with Purchasing.

Prepayments

Town of Colonie takes the position that unless absolutely necessary, that prepayments should not be made using Town funds.

Contact the Purchasing Department to assist you in making the purchase.

Purchase Orders

The purchase order provides a formal document authorizing the purchase of goods and services as well as the necessary authority to pay vendor claims and proof of tax-exempt sales. Purchase orders are prepared by the Purchasing Department upon receipt of a **complete** purchase requisition with all the necessary documentation such as contracts, quote, funding, etc.

The Purchasing Department verifies the following before issuing a purchase order:

1. Type of purchase requested
2. Requisitioning department/ship to location
3. Vendor information
4. Contract/Bid/quotation information
5. Comments/special instructions
6. Description of goods and services being ordered
7. Quantity/unit of measure
8. Unit price/extension and total cost
9. Fund Number(s)

The Purchasing Department will confirm the best method of procurement upon receipt of a requisition. If available, a current Town bid, NYS contract or available piggybacking options will be used.

With very few exceptions, a purchase orders must be completed before a purchase is made.

If at any time a department finds they will require a competitive bid for a particular product or service, they should notify the Purchasing Department to allow time for specifications to be developed and the formal bid process to be completed, to meet their anticipated needs.

Open Purchase Orders

An open purchase order is created for products or services that are purchased on an "as needed" basis from a vendor throughout the year where the dollar value will vary for each purchase and an established contract is in place. These are issued monthly as needed and the dollar amounts are limited to $200.00 per department. The money for an Open Purchase Order is not encumbered until a receipt transaction is entered into the order

Departments are responsible for providing the open purchase order number to the vendor and verify that the number also appears on the documentation sent to Purchasing for payment processing.

Emergency Purchase Order

The Purchasing Department will **not approve** an emergency purchase order when the purchase is not justified, where the purchase is being made to circumvent established procedures, or where there is a lack of proper planning.

Receipt and Payment of Goods and Services

Upon receipt of goods and services, the department confirms quantity or completion of the service. As standard business procedure, all Town vendors are entitled to prompt payment; therefore receipts should be processed on a day-to-day basis.

Delayed Deliveries and Inferior Material Received

Purchasing endeavors to get departments the right material and on time. There will be occasions when inferior goods or services are received or they are not received in a reasonable amount of time. If this should occur you should report the problem to Purchasing as soon as possible. This can be done via email or phone, remember to include the vendor name, PO Number, the problem you have with the order and what you have done thus far to attempt to correct the situation.

Purchasing will contact the vendor after the receiving department has tried to resolve the issue and try to come to a resolution of the problem; if necessary the Town Attorney's Office will be contacted for assistance.

Department of Labor- Notice to Withhold Payment

On occasion the New York State Department of Labor, Bureau of Public Works upon receiving complaints for non-payment of prevailing wages shall direct the Town to withhold monies due to a vendor. The original notice is forwarded to the Comptroller's Office; a copy is kept in Purchasing and a copy forwarded to the Town Attorney's Office. These monies are held until notification is received from the Department of Labor on how they are to be disbursed.

Competitive Bidding

1. AGGREGATE PURCHASES OF LIKE ITEMS IN A 12 MONTH PERIOD WHICH ARE IN EXCESS OF $20,000 USED BY THE TOWN

2. PUBLIC WORKS CONTRACTS EXCEEDING $35,000 EACH

General Municipal Law Sections 103 and 104-b require annual purchase contracts exceeding $20,000 and public works contracts exceeding $35,000 be awarded to the lowest responsive/responsible bidder, or bidder offering the "Best Value" bid meeting the intent of the specifications after public advertising requesting submission of sealed bids.

In determining the necessity for competitive bidding, the **<u>aggregate cost</u>** of like items or commodities estimated to be purchased Town wide in a 12- month period are considered. (The 12 months beginning with the date of the first purchase)

The using department(s) in conjunction with the Purchasing Department shall prepare bidding specifications; all bids shall include a non-collusion certification and indemnification agreement and all other documents required by General Municipal Law.

Formal bids/quotes containing a renewal clause shall clearly state the original term and any possible renewals terms if mutually agreeable by the vendor and the Town of Colonie.

The advertisement for bids shall at a minimum contain a description of the goods and/or services being solicited, a statement of the time and place where all bids will be publicly opened and read, the time and place of any pre-bid meetings and a description of where and how bid documents may be obtained. All bid openings will be conducted at a public meeting and all interested parties may attend.

Plan holders lists shall not be released prior to a bid opening as this may adversely affect the bids received and/or encourage collusion. Any requests received by a Town department for this information are to be directed to Purchasing. No exceptions are made to this policy. After the public opening of a sealed bid a tabulation sheet shall be prepared recording all pricing as submitted by the responding vendors. Purchasing shall review the bid responses and prepare a bid tabulation. This along with the copies of the bid responses and all supporting documentation needed to evaluate the bid responses shall be forwarded to the using department for review and award recommendation. Once the using department and the Purchasing Department are in agreement as to the responsive/responsible or best value vendor, the using department will create a Town Board Agenda Request Form for the Town Board to make the award.

If during the evaluation of the bid results it is determined not to proceed with a bid award, the using department shall prepare a Town Board Agenda Request form to reject all bids. New York State Comptrollers opinion 297 requires an acceptance or rejection of formal sealed bids as they are a legal binding offer and some action must be taken by the authorizing Board

All renewals shall be coordinated though Purchasing and must be submitted to the Town Board for final approval.

Agreements and Contracts for multi-department use are handled by Purchasing and are submitted to the Town Board for approval.

<u>Bid Approval Process</u>

Bids for goods and services will be awarded by Town Board resolution after the following conditions are met:

1. Sufficient appropriations are contained within the departments' current budget (or budget transfer has been completed)
2. The department head or their designated representative and the Purchasing Director have certified in writing that the bids were received and meet the intent of the specifications
3. The award is made to the bidder submitting the lowest responsive and responsible bid per specifications or the bidder offering the "Best Value" bid that meets the bid specifications.
4. The using department shall document the rejection of any low bid deemed non-responsive or non-responsible. The using department shall attach a copy of said documentation to the Town Board Agenda Request Form and a copy shall be supplied to Purchasing. Said documentation shall be included in the bid file.

Conflict of Interest

Any Town employee who has, will have, or acquires an interest in, any actual or proposed contract with the Town of which he/she is an officer or employee, shall publicly disclose the nature and extent of such interest in writing as part of the Town Of Colonie Ethics disclosure as soon as he/she has knowledge of an actual or prospective interest. **If an officer or employee has a reason to believe that he/she may have a conflict of interest, the office of the Town Attorney should be contacted immediately.**

Public Works Contracts

How do you define a "Public Works Contract"? Any time an item or project involves labor or both materials and labor (other than simple delivery of goods) it qualifies, such as contracts for construction, demolition, remodeling, maintenance, painting, paving and repair contracts.

When do I need prevailing wages? Whenever you employ laborers, workmen or mechanics you need to pay prevailing rates according to Article 8 and 9 of the New York State Labor Law, no matter what the dollar amount. Certified payrolls are required before payment is authorized and copies are to be kept on file by the Town Attorney's Office.

Certificates of Insurance

Town of Colonie is “self-insured” and for that reason we maintain evidence of vendor insurance, with ACORD forms on file for vendors who provide services to the Town. Depending on the work performed there are various categories of coverage and dollar levels required.

Before the Town can enter into a contract with a vendor, valid insurance forms must be on file; this includes proof of workers compensation and disability forms as required by New York State Workers Compensation and Disability Laws.

Standardization

General Municipal Law Section 103 makes it possible for the Town to standardize on a particular type of material or equipment. A resolution approved by at least three-fifths majority of the Town Board, shall state that for reasons of efficiency or economy there is a need for standardization.

The resolution shall contain a full explanation supporting such action.

The adoption of such a resolution does not eliminate the necessity for conformance to the competitive bidding requirements. Standardization, restricts the purchase to a specific model or type of equipment or supply, but does not limit the vendors it can be purchased from.

Standardization should be used very sparingly and only after careful consideration of the ramifications to future purchases and maintenance costs as this tends to reduce or in some cases eliminate completely competition thus costing the Town more than it may save by standardizing.

Fixed Asset Management System

The purpose of the fixed asset management system is to establish proper procedures for monitoring the movement of fixed assets to maintain accurate reporting of asset values as required by NYS Audit and Control.

General Town Property

The Town Board gives the Purchasing Director the responsibility not only to purchase, but also to dispose of and/or transfer supplies, materials and equipment.

Each department head has the ultimate responsibility to conduct and maintain the individual inventory pertaining to that department. It is also the responsibility of the department head to evaluate on a continuing basis the suitability and need for materials, supplies and equipment. If they should become obsolete by reason of age, wear or technical advancement or should become surplus, unnecessary for the operation of his/her department, the department should follow the process outlined in the Disposal of Surplus policy. Purchasing will evaluate the request and determine if the item will sold, put up for claim by a Town department or trashed.

Fixed Assets

Fixed assets are defined as those properties the Town of Colonie retains more or less permanently, not for sale, but for utilization in the normal course of operations

Fixed assets will always imply tangible fixed assets, the general accepted practice, as in Town of Colonie, is to record a report fixed assets at their historical acquisition cost. The cost of a fixed asset should include all expenses of transporting the asset to the proper location and placing it in the condition necessary for its intended use. Only items costing five thousand dollars ($5,000.00) or more will be inventoried. This limit has been established as assets under five thousand dollars cost, due to time, effort and paperwork cost involved, do not warrant being inventoried. This will be Town policy and all items under the five thousand dollar cost shall be considered supplies and inventory control managed within the department.

The Comptroller’s Office staff will conduct periodic fixed asset exams as they see fit to assure Town departments are properly tracking Town assets and are prepared for New York State Auditors’.

Receiving

The majority of purchase orders are for delivery to the requisitioning department.

Upon receipt of an asset valued over $5,000, Purchasing will complete the Fixed Asset Card for the new asset as part of the invoice receipting process.

The only exception to this procedure will be for computer equipment that will be maintained and tagged by the Management Information Services Department. MIS will record transfers of equipment and obsolete computer equipment shall be disposed of upon approval by the MIS Director using the Town's Surplus Disposal Policy. MIS will track all computer related items regardless of dollar value and maintain a database for all items including those awaiting assignment and disposal.

Disposal of large equipment and vehicles shall be done by way of on-line auction or open competitive bid depending on the condition and remaining value of the asset.

Procedures for Federal Grant Administration Requirements

Procurement Standards

The Town of Colonie does not have a centralized grants department, therefore it is the responsibility of each department obtaining a grant to administer, and be familiar with, all grant documents and requirements. If it is a Federal Grant, the department should immediately notify the Town of Colonie Comptroller's Office and Purchasing for guidance and assistance. For purposes of this policy Department Head applies to the individual within a given department who will be responsible for the grant.

Uniform Guidance Compliance Supplement – General Information

The following financial policies have been separately reviewed and approved by the Colonie Town Board. These policies are incorporated into this document by reference. All of the policies below are applicable to Federal grants where appropriate:

Town of Colonie Procurement Policies and Procedures

Code of Ethics of the Town of Colonie (Local Law No. 13 of 1990, Chapter 17 of the Town Code)

Affirmative Action Policy

Uniform Guidance Compliance – Procurement Standards

The type of purchase procedures required depends on the cost of the item(s) being purchased.

Note, the Town's procurement policy is more restrictive than the federal purchase methods below, departments must always follow the most restrictive policy.

Sealed Bids (Formal Advertising): For purchases over $20,000 bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:
- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- A firm fixed price contract award must be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

Competitive Proposals: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.
If this method is used, the following requirements apply:

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

- Proposals must be solicited from an adequate number of qualified sources; and
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The Town may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby proposers' qualifications are evaluated and the most qualified proposer is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Contract/Price Analysis: The Town performs a cost or price analysis in connection with every procurement action in excess of $20,000, including contract modifications. 2 C.F.R. § 200.323(a). A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the Department Head must come to an independent estimate prior to receiving bids or proposals. 2 C.F.R. § 200.323(a).

When performing a cost analysis, the Department Head negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. 2 C.F.R. § 200.323(b).

The cost plus a percentage of cost and percentage of construction cost methods of contracting must NOT be used.

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the Town; or
- After solicitation of a number of sources, competition is determined inadequate.

Full and Open Competition
All procurement transactions shall be conducted in a manner providing full and open competition consistent with 2 C.F.R § 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

Solicitation Language
The Town shall ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R § 200.319(c).

Geographical Preferences Prohibited
The Town shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Prequalified Lists
The Town shall ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the Town must not preclude potential bidders from qualifying during the solicitation period.

Avoiding Acquisition of Unnecessary or Duplicative Items

The Town shall avoid the acquisition of unnecessary or duplicative items. Additionally, consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis must be made of leases versus purchase alternatives, and another other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allow ability of each purchase made with federal funds.

Use of Intergovernmental Agreements
To foster greater economy and efficiency, the Town enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Use of Federal Excess and Surplus Property
The Town considers the use of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

Debarment and Suspension
The Town awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Town may not subcontract with or award sub grants to any person or company who is debarred or suspended. For all contracts over $20,000 for commodities, and $35,000 for public works the Town verifies that the vendor with whom the Town intends to do business with is not excluded of disqualified. 2 C.F.R. Part 200, Appendix II (1) and 2 C.F.R. §§ 180.220 and 180.300. This is done by the Department Head by checking on Sam.gov and by completing the Vendor Responsibility Questionnaire.

Maintenance of Procurement Records
The Town shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred (to be supplied by the Department Head, as described above).

Settlements of Issues Arising Out of Procurements
The Town alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative

issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the Town of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

Protest Procedures to Resolve Dispute
The Town maintains protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

Standards of Conduct
In accordance with 2 C.F.R. §200.18(c)(1), the Town maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the Town may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value.

Bonding requirements §200.325
For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Town shall require:

1. A bid guarantee from each bidder equivalent to five percent of the bid price.
2. A performance bond on the part of the contractor for 100 percent of the contract price.
3. A payment bond on the part of the contractor for 100 percent of the contract price.

Contract provisions §200.326
The Town's contracts will contain the applicable provisions described in Appendix II to Part 200.

BID PROTEST POLICY

Policy: It is the policy of the Town of Colonie General Services Department, Division of Purchasing (Purchasing) to provide vendors with an opportunity to administratively resolve "Bid Protests" or inquiries related to bid solicitations or contract awards. Bidders are encouraged to seek resolution of disputes through consultation with designated contacts. All such matters will be accorded full, impartial and timely consideration.
Interested parties may also file a formal written dispute according to the following procedures.

Formal Protests:

A. Definitions

1. "Filed" means the complete receipt of any document by Purchasing before its close of business.
2. "Interested Party" for the purpose of filing a dispute relating to a solicitation, as used in this section, means and actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
3. "Interested Party" for the purpose of filing a dispute relating to a contract award, as used in this section, means an actual bidder or offeror for the subject contract.
4. "Issuance of Award" means the date of the Colonie Town Board Resolution awarding the Contract.
5. "Dispute" means a written objection by an interested party to any of the following:
    a. A solicitation or other request by Purchasing for offers for a contract for the procurement of commodities, services and all construction services.
    b. The cancellation of the solicitation or other request by Purchasing.
    c. And award by the Town Board or proposed award of the contract by Purchasing.
    d. A termination or cancellation of and award of the contract by Purchasing.

B. Submission of Protests

1. A formal dispute by an interested party as defined in A. 2 or 3 must be in writing to Purchasing by certified mail or facsimile.
2. The dispute must include:
   a. Name, address, e-mail address, fax and telephone numbers of the filer.
   b. Solicitation Name and Opening Date.
   c. Detailed statement of the legal and factual grounds for the dispute, including a description of resulting prejudice to the filer.
   d. Copies of relevant documents.
   e. Request for a ruling by the agency.
   f. Statement as to the form of relief requested.
   g. All information establishing that the filer is an interested party for the purpose of filing a dispute.
   h. All information establishing the timeliness of the dispute.
3. Disputes should be filed with the Director of General Services at the following address:

   Town of Colonie
   General Services Department, Division of Purchasing
   534 New Loudon Road
   Latham, NY 12110
   Facsimile: (518) 786-7329
4. Disputes concerning a solicitation shall be filed by an Interested Party (see A.2) with Purchasing no later than 4:00 PM one day prior to the date set in the solicitation for receipt of bids.
5. Disputes concerning a pending or awarded contract must be filed within ten (10) business days by and Interested Party (see A.3) after the disputing party knows or should have known of the facts which form the basis of the dispute: however, a dispute may not be filed later than ten (10) days after Issuance of the Award.
6. Purchasing may consider the merits of any dispute.

C. Submission of Protests

1. The General Services Director will consider all information relevant to the dispute, and may, at his/her discretion, suspend, modify, or cancel the disputed procurement action prior to issuance of a formal dispute decision.
2. The General Services Director reserves the right to wave or extend the time requirements for decisions and final determination on appeals

herein prescribed when, in his/her sole judgment, circumstances so warrant.

3. Notice of Decision: A copy of the decision, stating the reason(s) upon which it is based and informing the filer of the right to appeal an unfavorable decision to the Town Attorney shall be sent to the filer or its agent by certified mail within thirty (30) business days of receipt of the dispute.

D. Appeals

1. Should the filer be dissatisfied with the dispute determination, a written appeal may be directed to:

   Town of Colonie
   Town Attorney
   534 New Loudon Road
   Latham, NY 12110
   Facsimile: (518) 786-7324
2. Written notice of appeal of a determination regarding a dispute of the Town's bid solicitations, a pending contract award and/or contract award must be received at the above address no more than (3) three business days after the date the decision is received by the filer. The decision of the General Services Director shall be a final and conclusive determination unless appealed to the Town Attorney within such time period.
3. The Town Attorney shall hear and make a final determination on all appeals or may designate a person or persons to act on his/her behalf. The final determination on the appeal shall be issued within twenty (20) business days of receipt of the appeal.
4. An appeal of the decision of the General Services Director shall not include new facts and information unless requested in writing by the Town Attorney.

E. Legal Appeals

Nothing contained in these provisions is intended to limit or impair the rights of any vendor or contractor to seek and pursue remedies of law through the judicial process.

TOWN OF COLONIE CHANGE ORDER POLICY

Alterations to construction contracts or other service contracts are called Change Orders. Change Orders authorize additional or altered work to be performed that is either necessary to complete the work in the original contract as intended or to add work that would not result in a material change to the scope of the contract.

Change Orders may occur due to:

1. The need to add work related to the original scope, to delete work, or to otherwise modify the original work scope;
2. Price overruns or underruns (on a unit price item);
3. Design errors or omissions;
4. Unanticipated field conditions; or
5. Non-material scope of work changes.

A Change Order may not be used to circumvent the competitive bidding requirements under General Municipal Law section 103 and 104-b where the supplemental work so varied from the original plan, was of such importance, or so altered the essential identity or main purpose of the contract, that it constitutes a new undertaking. Change Orders are not subject to competitive bidding requirements because they are not viewed as new procurements. The Town is allowed to modify contracts without competition so long as such modification does not alter the essential identity or main purpose of the contract.

While it is not unusual to have deductive Change Orders, Change Orders usually increase the cost of the contract. All Change Orders that increase the cost of the contract must be approved by the Town Board. Accordingly, the work that is the subject of the Change Order may not be started prior to receipt of such Town Board approval. The relevant department head must provide supporting documentation for any Change Order which must be submitted as an attachment to the proposed resolution for Town Board consideration. This supporting documentation may take any form, a memorandum for example, but must include a description of the project as originally constructed, the change in work as compared to the work that was originally contemplated in the contract as well as supporting information describing why the Change Order does not constitute a change to the essential identity or main purpose of the original contract.

All proposed Town Board resolutions must be submitted by twelve o'clock noon (12:00 PM) on the Thursday prior to the date of the Town Board meeting for which the proposed resolution is to be considered. All Change Orders will be reviewed by the Town Attorney's Office as well as the Director of General Services prior to being scheduled for Town Board consideration. The Town Attorney's Office and Director of General Services will make the final determination as to whether any proposed Change Order constitutes a new project for which competitive bidding is required.

URGENT CHANGE ORDERS: The Town recognizes that certain Change Orders may arise which are so essential and of such urgency that a commitment of public funds must be made prior to the next Town Board Meeting. A Change Order may be considered Urgent for any number of reasons including but not limited to a likelihood of the public safety being put at risk or irreparable damage being done to the overall project if additional work is not immediately approved. If a department head deems a Change Order to be Urgent for any reason, the department head must submit all of the above mentioned materials along with a justification for the need to have the work immediately approved to the Director of General Services and the Town Attorney's Office. The Director of General Services and Town Attorney's Office will make the final determination as to whether any proposed Urgent Change Order is so essential as to warrant approval prior to being considered by the Town Board

POLICIES AND PROCEDURES FOR DETERMINING VENDOR RESPONSIBILITY

General

It is the goal of the Town of Colonie (Town) to procure goods or services only from responsible vendors. These policies and procedures shall provide a method for determining whether or not a vendor shall be declared non-responsible by the Town. In the competitive bidding process, responsibility need not be determined at the bid opening, but must be determined after the bid opening and before an award is made.

Determining Whether a Vendor is Responsible

A vendor responsibility determination is a conclusion reached by the General Services Director that a proposed contractor is reliable, trustworthy, financially sound and dependable for purposes of award of a service, construction or procurement contract.

To be considered a responsible vendor a company or individual should have appropriate legal authority to do business in New York, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls and acceptable performance on previous governmental contracts, if any.

In determining whether a vendor is responsible, the General Services Director shall consider, but not be limited to, the following criteria:

- Sufficient financial ability
- Experience
- Judgments against the vendor for breach of contract
- Noncompliance with terms and conditions of previous contracts
  (Note attached department requirements)
- Criminal conviction arising from contracting
- Debarment
- Failure to provide information
- An unsatisfactory or adverse answer on the Town of Colonie Bidders Qualification Questionnaire

An inappropriate response to any of the criteria identified above, or otherwise set forth in the applicable invitation for bids or request for proposals, may be cause to determine that a vendor is not responsible. The General Services Director is authorized to require a vendor to provide any additional assurances of responsibility, including but not limited to, requiring the vendor to provide a guarantee by a financially stronger parent company, requiring the Town's prior approval of all subcontractors used, requiring the Town's prior approval or designation of a particular project manager or superintendent, and require a guarantee from the vendor that management will be present at the job site during specified times and cooperate fully with the Town.

Conducting the Investigation

The General Services Director shall obtain all information reasonably relevant to conducting an inquiry as to whether a vendor is responsible. Of course, comprehensive information relevant to a vendor's responsibility should be solicited in the invitation for bids or request for proposals. Nevertheless, additional information may be required from a vendor in a particular case.

The investigation may include the following:

- Vendor qualifications: The General Services Director may require a vendor to submit such evidence of its qualifications as deemed necessary.

- Consider all information available: The General Services Director should consider any and all evidence available concerning the financial, technical, and other qualifications abilities and past performance of a vendor. The General Services Director should obtain all information reasonably relevant to the inquiry, and not only information that is adverse to the vendor.

- Require assurances from the vendor: The General Services Director should ask the vendor to give the Town additional assurances as to its responsibility. These assurances may include, but are not limited to, a guarantee by a financially stronger parent company, approval of all subcontractors used, the designation of a particular project manager or superintendent, and a guarantee that management will be present at the job site during specified times and cooperate fully with the Town.

- Qualification questionnaire: The General Services Director may require the vendor to complete a qualification questionnaire, which should request information such as the names of officers and partners, experience and equipment, current contracts and future work, association memberships, trade union relationships, list of subcontractors utilized, resumes of key personnel, and the latest financial statement. If the review of the questionnaire of the vendor discloses that it may not be responsible, the vendor should be invited to meet with the General Services Director to resolve or to explain the deficiencies. If a satisfactory explanation is not secured, the General Services Director may, with approval from the Town Attorney, determine the vendor to be non-responsible.

After receipt of the additional information from the vendor and other sources, the General Services Director shall consult with the using department and the Town Attorney. The decision will be made by the Town Attorney as to a determination of the vendor being non-responsible.

Procedure if Vendor is Determined to be Not Responsible

If the Town Attorney makes a preliminary determination that a vendor is not responsible, the following procedure shall apply:

- Preliminary notice: Prior to issuing a written determination of non-responsibility, the General Services Director shall:

    1. notify the vendor in writing of the results of the investigation and evaluation
    2. disclose the factual support for the determination of non-responsibility
    3. allow the vendor an opportunity to inspect any documents which relate to the determination, if so requested by the vendor within five (5) business days after receipt of the notice

- Challenge to evaluation: Within ten (10) business days after receipt of the notice, the vendor may submit rebuttal information challenging the evaluation to the Town Attorney.

- Written determination of non-responsibility: The Town Attorney shall issue a written documentation of non-responsibility based on all of the information in the possession of the Town, including any rebuttal information. The written determination shall state the basis for the determination. The written determination shall be sent by certified mail, return receipt requested, to the vendor. The written determination shall not otherwise be distributed to any other vendors.

- Timing of determination of responsibility: The Town Attorney shall issue the written determination of non-responsibility within five (5) business days following receipt of the rebuttal information. If the Town Attorney does not receive rebuttal information, the Town Attorney shall issue the written determination of non-responsibility at any time after the ten (10) day period following the date the vendor was notified by the General Services Director of the results of the investigation and evaluation, but prior to the General Services Director issuing a notice of intent to award.

- Hearing if requested: Should the vendor so request in a writing delivered to the office of the Town Attorney no later than seven (7) days following the date of the Town Attorney's written determination, vendor shall be given an opportunity to present its position regarding responsibility to the Colonie Town Board. The Town Board shall hear the appeal on the date of its next scheduled meeting and issue its' decision regarding non-responsibility.

- Finality of determination: The Board's determination shall be final, or if such hearing has not been requested, the Town Attorney's written determination shall be final after the aforesaid seven (7) day period.

Department Requirements for Determining Vendor Responsibility

1. The Department shall maintain a log of issues with a vendor that have occurred that are unacceptable to the Town and that do not meet the bid specifications or contact terms and conditions. This should include:
    a. A description of the occurrence including all details and documents available that pertain to the incident.
    b. Reference these to the bid specification requirement that was not met.
    c. A record of all contact made to resolve the issue including who was contacted and proposed resolutions.

d. A description of the outcome of each issue. This should include related costs, safety issues, inconvenience to residents of the Town and any work left incomplete as a result.

2. The Department shall record a pattern of issues that have been addressed with the bidder where the outcome was unacceptable to the Town.
3. The Town Attorney and the Department should work with Purchasing to revise the specification for future bids to strengthen our position in avoiding similar issues.

APPENDIX

Purchase order Terms and Conditions

Public Works General Contracting Agreement

Vendor Responsibility Questionnaire

CONDITIONS GOVERNING ALL TOWN OF COLONIE PURCHASE ORDERS

1) The Town of Colonie is not responsible for materials, supplies or equipment delivered without authority of its purchase order.

2) All materials shipped by freight, express or parcel post must have all charges fully prepaid to point of delivery unless otherwise arranged for and expressly stated on the purchase order.

3) Include itemized packing slips with all shipments or deliveries. Show name of department for whom delivery is intended and purchase order number on the packing slip.

4) Invoices must be rendered on the date of complete shipment of all materials on Town orders. Separate invoices for partial shipments are not allowed unless otherwise arranged for and expressly stated on the purchase order.

5) Individual invoices are required for each order. Invoice must be itemized in detail.

6) Cash discount terms must be indicated on purchase order. Discount offered will be computed from the time of final inspection and acceptance at delivery or from date of vendor/contractor certified corrected billing on Town purchase order, whichever is later.

7) All materials, supplies and equipment received are subject to inspection and acceptance by the Town of Colonie.

8) If unable to fill a Town order exactly in accordance with description, unit and price thereon, communicate at once with the General Services Department, Purchasing Division at (518) 783-2726. The Town reserves the right to reject and return at shipper's expense any or all materials or supplies delivered which do not conform to our description or specifications.

9) If there is any part of a Town order you cannot fill promptly or within the time specified, notify the General Services Department, Purchasing Division (518) 783-2726 at once. We reserve the option to cancel the order or any part thereof if not filled promptly.

10) Where items are tax paid by the manufacturer, the tax should be deducted as a separate item and an exemption certificate will be executed by the Town on any such items to enable the vendor to recover the tax from the manufacturer.

11) Invoices must contain the Town of Colonie Purchase Order Number.

For question concerning these terms, please contact the Town of Colonie, General Services Department, Purchasing Division at (518) 783-2726 or at purchasing@colonie.org

Effective 6/2/2022

TOWN OF COLONIE
GENERAL CONTRACTING AGREEMENT 20__
(Department of __)

(CONTRACT VENDOR)

THIS AGREEMENT made and entered into this ___ day of _______, 20__, by and between TOWN OF COLONIE (hereinafter referred to as the "TOWN"), and ***(CONTRACT VENDOR)*** (hereinafter referred to as the "CONTRACTOR").

WHEREAS, on ***(date)***, the Town authorized this Agreement pursuant Town Board ***Resolution No.*** .

WITNESSETH: For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do mutually covenant and agree with each other as follows:

SECTION 1. DESCRIPTION OF WORK OR PROJECT
Contractor shall, in a good and workmanlike manner, subject to the provisions of this Agreement and any Specifications/Scope of Work attached hereto, provide the following services ***pursuant to Contractor's Quote***: ________________________. This Agreement may be used by various Town Departments as needed.

SECTION 2. TERM
This Agreement shall be effective as of *(date of signing or January 1, ____)* through December 31, ____.

SECTION 3. COMPENSATION
Compensation under this Agreement shall be pursuant to and in accordance with a Department approved project/service quote and invoice, but in no event shall aggregate compensation under this Agreement for the aforementioned term exceed ____________________________($__________)without further Town Board approval. Town of Colonie is a tax-exempt entity under the laws of the State of New York.

SECTION 4. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT
Contractor shall have no claim against Town for payment of any kind whatsoever for any services provided by Contractor, which were provided after the expiration or termination of this Agreement.

SECTION 5. ASSIGNMENT
In accordance with Section 109 of the New York General Municipal Law, Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of the Agreement, or of Contractor's right, title or interest therein without the previous written consent of the Town.

SECTION 6. PREVAILING WAGE RATES AND SUPPLEMENTS
Contractor warrants they are familiar with and in compliance with Sections 220 and 220-d of the State of New York Labor Law. These Sections govern the payment of wages so that each laborer, worker or mechanic upon this project employed by the Contractor shall not receive less than the prevailing hourly wage rate for a legal day's work. It is the Contractor's responsibility to ensure compliance with the prevailing wage rates that are current at the time work is performed under this Agreement. The Prevailing Wage Rate Schedule for the job titles can be found at the New York State Department of Labor's website.

SECTION 7. PAYMENT PROCEDURES
CONTRACTOR shall, as soon as practicable after the completion of the work, submit a payment application in the form of an itemized invoice and a signed claim form. Payment applications shall be submitted to the ***Town of Colonie Department requesting service*** for review and acceptance.

Proper and full accounting records shall be maintained by the Contractor which records shall clearly identify the costs of the work performed under this Contract and which records shall be made available to the Town upon request to substantiate payment applications.

The administrative actions and submittals that must precede or coincide with submittal of Contractor's payment applications are as follows, but not necessarily by way of limitation:

a. ***Submission of Certified Payrolls pursuant to New York State Labor Law § 220 for all General Contractor and Sub-contractors, where applicable***; and
b. Prior to FINAL payment application, Contractor must also have received final acceptance of work by the Town.

The Town reserves the right to refuse final payment or any part of any payment to such extent as may be necessary in Town's opinion to protect Town from loss for the following reasons:

a. The Work is defective, or completed work has been damaged requiring correction or replacement;
b. Claims have been made against Town or liens have been filed in connection with the work;
c. The Contract Price has been reduced because of modifications;
d. Town has been required to correct defective work or complete the work;
e. Contractor's unsatisfactory performance of the work in accordance with this Agreement; or
f. Contractor's failure to make payment to any Sub-contractor for labor, materials or equipment.

Contractor shall, from time to time, as required by Town, furnish satisfactory evidence that the claims of all persons, who have done work or furnished materials for the improvement to be constructed hereunder, have been fully discharged or have been secured in a manner satisfactory to Town.

SECTION 8. SET-OFF RIGHTS
The Town shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the Town's option to withhold for purposes of set-off any moneys due to the Contractor under this Agreement up to an amounts due and owing to the Town with regard to this Agreement, any other contract with the Town, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the Town for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. This Section shall survive expiration or termination of this Agreement.

SECTION 9. EXECUTORY CLAUSE
The Town shall have no liability under this Agreement to the Contractor or to anyone else beyond funds appropriated and available for this Agreement. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the Town arising from this Agreement shall be immediately discharged. Town agrees to inform Contractor no later than ten (10) business days after the Town determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Town arising out of performance of this Agreement must be submitted to Town prior to the final date for which funding is available.

SECTION 10. INDEMNIFICATION
Contractor shall defend, indemnify, and hold harmless the Town, and the Town's officers, employees, and agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees,

arising out of or resulting from activities done by Contractor or Sub-contractor or its of their officers, directors, employees, or agents in connection with this Agreement, to the extent that Contractor, a Sub-contractor, or its or their officers, or anyone directly or indirectly employed by them, is responsibility for such claims, damages, losses or expenses, except for those claims, damages, losses or expenses that arise solely out of the Town's negligence. This Section shall survive expiration or termination of this Agreement.

SECTION 11. INSURANCE

Before commencing work, and at no additional expense to the Town, the Contractor shall provide the Town with a certificate of insurance naming the Town of Colonie as an ***additional insured*** for general liability coverage and showing proof of the following coverage in connection with this project:

A. Workers' Compensation and Employer's Liability Insurance meeting all New York State statutory requirements (proof of Workers' Compensation must be in the form of a CE-200, C-105.2, or SI-12 form);

B. Comprehensive General Liability, including comprehensive form, contractual, products/completed operations, and broad form property insurance, with limits of not less than $1,000,000 combined single limit for each occurrence and $2,000,000 annual aggregate; and

C. Automobile liability with limits of not less than $1,000,000 for each accident.

The Certificate(s) of Insurance and any insurance-related notices shall be mailed to the Town of Colonie Attorney's Office, 534 New Loudon Road, Latham, NY 12110.

Certificate acceptance and/or approval by the Town does not and shall not be construed to relieve the Contractor of any obligations, responsibilities or liabilities under this Agreement.

The Contractor shall be solely responsible for premiums, deductibles and self-insured retentions, if any, to which such policies are subject.

Not less than thirty (30) das prior to the expiration date or renewal date, the Contractor shall supply to the Town updated replacement certificates of insurance, and amendatory endorsements.

Failure to obtain and/or keep in effect any or all required insurance on behalf of the Town as provided above will constitute a material breach of contract and subject the Contractor to liability for damages, indemnification, and all other legal remedies available to the Town. The insurance requirements shall not be construed to conflict with the obligations of the Contractor concerning indemnification. Failure to obtain and/or keep in effect and or all required insurance shall also provide the basis for the Town's immediate termination of any Agreement with the Contractor, subject only to a five (5) business day cure period. Any termination by the Town as provided herein shall in no event constitute or be deemed a breach of this Agreement and no liability shall be incurred by or arise against the Town, its officers, employees, and agents for such terminator or lost profits or any other damages.

SECTION 12. PROPERTY DAMAGE

The Contractor will be held responsible for all damage or injury done by Contractor, Sub-contractor, or any of its or their officers, directors, employees, or agents to any private or public property of any character during the Work. The Contractor shall at its own expense, in a manner satisfactory to the Town, restore or repair the damaged property. If Contractor fails to restore or repair the damaged property in a manner satisfactory to the Town, the Town may, upon forty-eight (48) hours-notice to the Contractor, proceed with such restoration or repair. The expense of such restoration or repair shall be deducted from any moneys which are due or may become due to Contractor under this Contract.

SECTION 13. LAWS AND REGULATIONS
This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law provisions. This Agreement is valid as an agreement for which competitive bidding under the New York State General Municipal Law §103 is not required. All other applicable federal laws, State laws, municipal laws and ordinances and the rules and regulations of all authorities having jurisdiction of the project shall apply to the Agreement and will be deemed to be included in the Agreement as though herein written out in full.

SECTION 14. VENUE
Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation arising out of this Agreement, shall be tried in the Courts of the State of New York in Albany County or in the Federal Court in the Northern District of New York.

SECTION 15. RELATIONSHIP – INDEPENDENT CONTRACTOR
The relationship of the CONTRACTOR (including, for purposes of this paragraph, its officers, employees, and agents) to the TOWN arising out of this Agreement shall be that of an independent Contractor. The CONTRACTOR covenants and agrees that it will neither hold itself out as, nor claim to be, an officer, employee or agent of the TOWN by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer, employee or agent of the TOWN, including without limitation, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

SECTION 16. TERMINATION OF AGREEMENT
Town shall have the right at any time to terminate the work required of the Contractor by this Agreement for any reason or no reason by written notice. In the event of such termination of this Agreement, the Town shall pay Contractor all amounts due for work satisfactorily completed and not previously paid.

SECTION 17. NOTICES
All notices to be given hereunder shall be given in writing and shall be delivered personally or by U.S. mail as follows:

CONTRACTOR:	**TOWN**
(address)	Town of Colonie Attorney's Office
	534 New Loudon Road
Attn:	Latham, New York 12110

Notices shall be sufficiently given for all purposes under this Agreement upon delivery, when personally delivered to the recipient, or four days after deposit in a United States Postal Service office or mailbox, when mailed by U.S. mail.

SECTION 18. QUALITY OF SERVICE
Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

SECTION 19. LIMITED AFFECT OF WAIVER OR PAYMENT
In no event shall the making, by Town, of any payment to Contractor constitute, or be construed as, a waiver by Town of any breach of covenant, or any default which may then exist, on the part of Contractor. The making

of any such payment by Town while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

SECTION 20. COMPLIANCE WITH STATE OF NEW YORK INFORMATION SECURITY BREACH AND NOTIFICATION ACT.
Contractor shall comply with the provisions of the State of New York Information Security Breach and Notification Act (General Business Law §899-aa; State Technology Law §208).

SECTION 21. ENTIRE AGREEMENT
This Agreement represents the entire Agreement between the parties and no modifications thereof, or additions thereof, have been agreed to or will be binding hereafter, unless evidenced in writing by the parties hereto. No work, service, or liability on the part of the Contractor other than that specifically mentioned in this Agreement is included or intended.

SECTION 22. CAPTIONS
The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

SECTION 23. SEVERABILITY
If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the Town may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

SECTION 24. FORM OF AGREEMENT
A telefax, photocopy, or portable document format (.pdf) of this document and the signatures thereon shall be as effective as an original. This document may also be executed in separate counterparts, which when joined together shall form a single instrument.

(CONTRACT VENDOR)	**TOWN OF COLONIE**
By:______________________________	**By:**________________________________
Date: ____________________________	**Date**_______________________________
Name:____________________________	
Title:_____________________________	**Town Supervisor**

TOWN OF COLONIE
VENDOR RESPONSIBILITY QUESTIONNAIRE

This Qualification Questionnaire should be submitted to the Town of Colonie General Services Department along with any initial bid by each bidding entity. It will be kept on file by the General Services Department and should be supplemented thereafter whenever changes/additions so necessitate.

<table>
<tr><td colspan="4">1. VENDOR IS:
☐ PRIME CONTRACTOR</td></tr>
<tr><td colspan="2">2. VENDOR'S LEGAL BUSINESS NAME</td><td colspan="2">3. IDENTIFICATION NUMBERS
a) FEIN #
b) DUNS #</td></tr>
<tr><td colspan="2">4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:</td><td colspan="2">5. WEBSITE ADDRESS (if applicable)</td></tr>
<tr><td colspan="2">6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE</td><td>7. TELEPHONE NUMBER</td><td>8. FAX NUMBER</td></tr>
<tr><td colspan="2">9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE IN NEW YORK STATE, if different from above</td><td>10. TELEPHONE NUMBER</td><td>11. FAX NUMBER</td></tr>
<tr><td colspan="4">12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE
Name
Title
Telephone Number
Fax Number
e-mail</td></tr>
<tr><td colspan="4">13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.</td></tr>
<tr><td>a) NAME</td><td>TITLE</td><td>b) NAME</td><td>TITLE</td></tr>
<tr><td>c) NAME</td><td>TITLE</td><td>d) NAME</td><td>TITLE</td></tr>
<tr><td colspan="4">A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE TOWN IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.</td></tr>
<tr><td colspan="4">14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No</td></tr>
<tr><td colspan="4">15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:
a) An elected or appointed public official or officer? ☐ Yes ☐ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service
b) An officer of any political party organization in the Town of Colonie, whether paid or unpaid? ☐ Yes ☐ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</td></tr>
</table>

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFLITIATE[1] OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
	a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on a Town of Colonie contract for failure to comply with the MacBride Fair Employment Principles; 5. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 6. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 7. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☐ No
	b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☐ No
	c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☐ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☐ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:	
	a) file returns or pay any applicable federal, state or city taxes? ***Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.***	☐ Yes ☐ No
	b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	☐ Yes ☐ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☐ No

[1] "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☐ No
21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☐ No
22.	HAS THE VENDOR OR ANY AFFILIATES RECEIVED TWO FINAL DETERMINATIONS WITHIN ANY CONSECUTIVE SIX-YEAR PERIOD, THE SECOND FINAL DETERMINATION OCCURING WITHIN THE PAST FIVE-YEARS, THAT YOUR FIRM WILLFULLY FAILED TO PAY THE PREVAILING RATE OF WAGES OR TO PROVIDE SUPPLEMENTS IN ACCORDANCE WITH ARTICLE 8 OF THE LABOR LAW. If yes, indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. For either, provide details.	☐ Yes ☐ No

BIDDERS QUALIFICATION

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business as a Contractor?

2. List up to three projects of this nature that you have completed in the last three years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

4.. Do you plan to sublet any part of this work? If so, give details.

5. What equipment do you own that is available for this work?

6. What equipment do you plan to rent or purchase for this work?

7. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

9. Give a summary of your financial statement. (List assets and liabilities; use an insert sheet if needed)

TOWN OF COLONIE
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the Town of Colonie in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the Town may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that the Town of Colonie will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Town of Colonie Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner ___________________________

Address

Printed Name of Signatory ____________________

City, State, Zip

Title

Sworn before me this _____ day of _____________, 20___;
____
Notary Public

____
Printed Name

____
Signature

____
Date

RESOLUTION NO. 96 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman _____________ offered the following resolution and moved its adoption:

Resolution affirming the Plan Document for the Deferred Compensation Plan for Employees of the Town of Colonie.

BE IT RESOLVED that the Plan Document for the Deferred Compensation Plan for employees of the Town of Colonie be, and hereby is, affirmed.

Plan Document

for the

DEFERRED COMPENSATION PLAN FOR EMPLOYEES OF [NAME OF PUBLIC EMPLOYER][1]

(Amended and Restated as of the Effective Date)

v. 12/11/2020

[1] A Public Employer that is not a participating employer in the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions or the sponsor of any other eligible deferred compensation plan under Section 457 of the Code applicable to governmental employers described in Section 457(e)(1)(B) of the Code may adopt this Plan by complying with the procedures set forth in the Regulations. The Effective Date is the date of adoption of this Plan or of this Amendment and Restatement of the Plan. The Employer should delete this footnote from the adopted Plan document.

[Amended and Restated as of the Effective Date]

Deferred Compensation Plan
for Employees of
[Name of Public Employer]
Plan Document

TABLE OF CONTENTS

Page

Deferred Compensation Plan
for Employees of
[Name of Public Employer]
Plan Document

PURPOSE

The purpose of the Plan is to encourage Employees to make and continue careers with the Employer by providing Employees with a convenient way to save on a regular and long-term basis and thereby provide for their retirement as set forth herein. The Employer adopted this Plan by complying with the procedures set forth in the Regulations.

A Participant's benefit under the Plan is limited to the Plan Benefit, and the value of the Plan Benefit will depend upon the investment results achieved by the Investment Options in which the Participant chooses to invest. Each Participant shall be 100 percent vested at all times in his or her Plan Benefit in accordance with the terms of the Plan.

In accordance with Section 457 of the Code, all amounts of Compensation deferred or contributed under the Plan, all property and rights purchased with such amounts and all income attributable to such amounts, and all other property and rights are held in trust for the exclusive benefit of Participants and their Beneficiaries and Alternate Payees pursuant to the Trust Agreement.

The Plan and the Trust Agreement are intended to satisfy the requirements for an eligible deferred compensation plan under Section 457 of the Code applicable to governmental employers described in Section 457(e)(1)(B) of the Code, and shall be construed and administered accordingly. To the extent that any term of the Plan is inconsistent with the provisions of Section 457 of the Code applicable to governmental employers, the inconsistent term shall, to the fullest extent possible, be treated for all purposes of the Plan as amended or reformed to conform to the applicable provisions of Section 457 of the Code.

Except as otherwise provided herein, this amendment and restatement of the Plan is effective as of the Effective Date.

SECTION 1
DEFINITIONS

When used herein, the following terms shall have the following meanings:

1.1 "Account" means each separate account established and maintained for an Account Participant under the Plan, including, as applicable, each Before-Tax Deferral Account, Roth Account (if applicable), Rollover Account, Alternate Payee Account and Beneficiary Account.

1.2 "Account Participant" means each Participant, Beneficiary, Surviving Spouse, Alternate Payee or other individual with an Account.

1.3 "Administrative Service Agency" means an Administrative Service Agency as defined in the Regulations selected by the Committee to provide services in respect of the Plan.

1.4 "Alternate Payee" means any spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the Plan Benefit with respect to such Participant.

1.5 "Alternate Payee Account" means the Account established for an Alternate Payee pursuant to a Qualified Domestic Relations Order.

1.6 "Amounts Deferred or Contributed" means the aggregate of Compensation deferred or contributed by a Participant pursuant to Sections 3.1 and 3.2, including Before-Tax Deferrals and Roth Contributions (if applicable).

1.7 "Before-Tax Deferral Account" means the Account or Accounts established under the Plan to record a Participant's Before-Tax Deferrals, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant's Before-Tax Deferrals may also be referred to as a Before-Tax Deferral Account.

1.8 "Before-Tax Deferrals" means that part of a Participant's Compensation which is deferred into the Plan and is not includable in the Participant's taxable income which, in the absence of a Participant's election to defer such Compensation under Section 3.1, would have been paid to the Participant and would have been includable in the Participant's taxable income.

1.9 "Beneficiary" means the beneficiary or beneficiaries established in accordance with the provisions of Section 9 to receive the amount, if any, payable under the Plan upon the death of a Participant or, if applicable, Beneficiary, including Designated Beneficiaries, Default Beneficiaries and Eligible Beneficiaries.

1.10 "Beneficiary Account" means the Account established for a Beneficiary in accordance with Section 6.2.

1.11 "Business Day" means, subject to Section 4.4(b), any day (measured in accordance with State time) on which the New York Stock Exchange is open for the trading of securities.

1.12 "CARES Act" means the Coronavirus Aid, Relief and Economic Security Act of 2020, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All references to sections of the CARES Act are to such sections as they may from time to time be amended or renumbered.

1.13 "Code" means the Internal Revenue Code of 1986, as now in effect or as hereafter amended, and the applicable Treasury Regulations and rulings thereunder. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.14 "Committee" means the Deferred Compensation Committee appointed by the Employer in accordance with the Regulations to act on behalf of Employer to administer the Plan.

1.15 "Compensation" means:

(a) all compensation for services to the Employer, including salary, wages, fees, commissions and overtime pay that is includible in the Employee's gross income for each Plan Year under the Code;

(b) any differential wage payments defined in Code Section 3401(h)(2) pursuant to the HEART Act; and

(c) any accumulated sick pay, accumulated vacation pay and back pay paid to a Participant by his or her Employer, *provided* that such accumulated sick pay, accumulated vacation pay and back pay is received by the Plan in accordance with the timing requirements of the Treasury Regulations promulgated under Section 457 of the Code.

1.16 "Coronavirus-Related Distribution" means a distribution made from the Plan to a Qualified Participant on or after January 1, 2020 and before December 31, 2020 or such other date provided for under the CARES Act or other applicable law.

1.17 "Default Beneficiary" has the meaning set forth in Section 9.2(a).

1.18 "Designated Beneficiary" means a Beneficiary designated in accordance with Section 9.1 by a Participant (or by the Surviving Spouse of a Participant on or following the death of the Participant in accordance with Section 9.3).

1.19 "Distributee" means (a) an Employee or former Employee, (b) the Surviving Spouse of an Employee or former Employee and (c) the spouse or former spouse of an Employee or former Employee, but only to the extent such spouse or former spouse is an Alternate Payee under a Qualified Domestic Relations Order and only with regard to the interest of such spouse or former spouse.

1.20 "Distribution Waiting Period" means 45 days following a Participant's Severance from Employment, or, to the extent that the Committee has designated a different Distribution Waiting Period under Section 8.1(e) of Schedule A, the Distribution Waiting Period as set forth in Section 8.1(e) of Schedule A.

1.21 "Earliest Retirement Date" means the earlier of (a) the date on which the Participant Severs from Employment or (b) the date the Participant attains age 50.

1.22 "Effective Date" means ___________.[2]

1.23 "Eligible Beneficiary" means, in accordance with Section 401(a)(9) of the Code, a Beneficiary who is, as of the time of the Participant's death, (i) the Participant's Surviving Spouse, (ii) the Participant's child who has not yet reached the age of majority (within the meaning of Section 401(a)(9)(F) of the Code), (iii) a disabled Beneficiary (within the meaning of Section 72(m)(7) of the Code), (iv) a Beneficiary who is chronically ill (within the meaning of Section 7702B(c)(2) of the Code) or (v) a Beneficiary who is not more than 10 years younger than the Participant.

1.24 "Eligible Retirement Plan" means:

(a) an individual retirement account described in Section 408(a) of the Code;

(b) an individual retirement annuity described in Section 408(b) of the Code;

(c) a qualified trust under Section 401(a) or 401(k) of the Code;

(d) an annuity contract or custodial account described in Section 403(b) of the Code;

(e) an eligible deferred compensation plan described in Section 457 of the Code that is maintained by a state, political subdivision of a state, any agency or instrumentality of a state or political subdivision of a state; and

(f) a Roth IRA.

1.25 "Eligible Rollover Distribution" means all or any portion of the balance of the Plan to the credit of a Distributee or a Beneficiary of a Participant, except that an Eligible Rollover Distribution shall not include (a) any distribution that is (i) one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's Beneficiary or (ii) for a specified period of ten years or more, (b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code or (c) any distribution due to an Unforeseeable Emergency.

1.26 "Employee" means any individual who receives Compensation for services from the Employer, including any elected or appointed officer or employee of the Employer, and any employee who is included in a unit of employees covered by a negotiated collective bargaining agreement that specifically provides for participation in the Plan. An Employee shall not include an independent contractor, a consultant or any other individual classified by the Employer as not eligible to participate in the Plan.

[2] Insert the date upon which the Employer adopted this amended and restated Plan. The Employer should delete this footnote from the adopted Plan document.

1.27 "Employer" means ________.[3]

1.28 "Enrollment Date" means, with respect to an Employee who is eligible to enroll or be enrolled in the Plan, any payroll date on which such Employee receives Compensation, or such other date or dates as the Administrative Service Agency may establish either in lieu of, or in addition to, such dates.

1.29 "Financial Organization" means a Financial Organization as defined in the Regulations selected by the Committee to provide services in respect of the Plan.

1.30 "HEART Act" means the Heroes Earnings Assistance and Relief Tax Act of 2008.

1.31 "Includible Compensation" means "includible compensation" as defined in Section 457(e)(5) of the Code.

1.32 "Investment Fund" means each of the investment funds made available by the Committee through the Plan in accordance with Section 6.5(b).

1.33 "Investment Option" means each of the Investment Funds and each other investment option made available by the Committee through the Plan in accordance with Section 6.5(b).

1.34 "Loan Grace Period" means 90 days following the due date of a Participant's scheduled repayment of his or her Plan loan, or, to the extent that the Committee has designated a shorter Loan Grace Period under Section 7.3(f) of Schedule A, the Loan Grace Period as set forth in Section 7.3(f) of Schedule A.

1.35 "Maximum Annual Number of Partial Distributions" means twelve partial lump sum payments per Plan Year, or, to the extent that the Committee has designated a different Maximum Annual Number of Partial Distributions under Section 8.1(c)(i) and (iii) of Schedule A, the Maximum Annual Number of Partial Distributions as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

1.36 "Minimum Installment Amount" means $100, or, to the extent that the Committee has designated a different Minimum Installment Amount under Section 8.1(c) of Schedule A, the Minimum Installment Amount as set forth in Section 8.1(c) of Schedule A.

1.37 "Minimum Lump Sum Amount" means $100, or, to the extent that the Committee has designated a different Minimum Lump Sum Amount under Section 8.1(c)(i) and (iii) of Schedule A, the Minimum Lump Sum Amount as set forth in Section 8.1(c)(i) and (iii) of Schedule A.

1.38 "Normal Retirement Age" means any age designated by a Participant within the following parameters: (i) beginning (A) no earlier than the earliest age at which the Participant has the right to retire under the basic pension plan, if any, in which the Participant participates in connection with his or her service to the Employer and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in

[3] Insert the name of the Public Employer adopting this amended and restated Plan. The Employer should delete this footnote from the adopted Plan document.

such basic pension plan or, (B) in the case of a Participant who does not participate in such basic pension plan, no earlier than age 65 and (ii) ending no later than age 72. Notwithstanding the previous sentence, a Participant who is a qualified police officer or firefighter (as defined under Section 415(b)(2)(H)(ii)(I) of the Code) may designate a Normal Retirement Age that is earlier than the earliest Normal Retirement Age described above, but in no event may such Normal Retirement Age be earlier than age 40. Notwithstanding anything in the Plan to the contrary, a Participant's designation of a Normal Retirement Age shall not control the date that payment of such Participant's benefits shall commence pursuant to Section 8.

1.39 "Participant" means an Employee or former Employee who is not deceased and who has an Account or Rollover Account under the Plan.

1.40 "Participation Agreement" means an agreement in writing or in such other form approved by the Committee, pursuant to which the Employee elects to reduce his or her Compensation for future Enrollment Dates and to have amounts deferred or contributed into the Plan on his or her behalf in accordance with the terms of the Plan.

1.41 "Plan" means the Deferred Compensation Plan for Employees of the Employer, as the same may be amended from time to time.

1.42 "Plan Benefit" has the meaning set forth in Section 6.5.

1.43 "Plan Year" means the calendar year.

1.44 "Qualified Domestic Relations Order" means any judgment, decree or order, including, approval of a property settlement agreement, that has been determined by the Administrative Service Agency to meet the requirements of a qualified domestic relations order within the meaning of Section 414(p) of the Code.

1.45 "Qualified Participant" means a Participant who meets the requirements of Section 2202(a)(4)(A)(ii) of the CARES Act.

1.46 "Qualified Roth Contribution Program" means a qualified Roth contribution program as defined in Section 402A of the Code.

1.47 "Regulations" means the rules and regulations promulgated by the Deferred Compensation Board of the State of New York pursuant to Section 5 of the State Finance Law, as the same may be amended from time to time.

1.48 "Required Beginning Date" means April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains age 72 or (b) Severs from Employment.

1.49 "Review Committee" means the committee designated to review claims to rights or benefits under the Plan in accordance with Section 11.8 and requests for Unforeseeable Emergency withdrawals under Section 7.

1.50 "Rollover Account" means the Account or Accounts established and maintained in respect of a Participant or a Beneficiary who is a Participant's Surviving Spouse or, if applicable, by a spousal Alternate Payee pursuant to Section 5.2(c).

1.51 "Rollover Contribution" means the amount contributed by a Participant or a Beneficiary to a Rollover Account or, if applicable, by an Alternate Payee to an Alternate Payee Account, in accordance with Section 5.2 that the Administrative Service Agency has determined would qualify as an Eligible Rollover Distribution, other than a distribution consisting of contributions to a Roth IRA, and which the Administrative Service Agency has determined may be contributed.

1.52 "Roth Account" means the Account or Accounts established under the Plan to record a Participant's Roth Contributions, and the income, gains and losses credited thereto. A Beneficiary Account or Alternate Payee Account corresponding to the deceased or relevant Participant's Roth Contributions may also be referred to as a Roth Account.

1.53 "Roth Contributions" means amounts contributed pursuant to Section 3.1 by a Participant to the extent that the Committee has resolved to implement a Roth Program to Section 3.1(c) of Schedule A, which amounts are:

(a) designated irrevocably by the Participant at the time of the contribution election as Roth Contributions that are being made from Compensation pursuant to Section 3.1(c); and

(b) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in Compensation.

1.54 "Roth IRA" has the meaning set forth in Section 408A of the Code.

1.55 "Roth Program" means a Qualified Roth Contribution Program within the Plan.

1.56 "Section 457 Transfer" means a transfer made into an Account pursuant to Section 5.1.

1.57 "SECURE Act" means the Setting Every Community Up for Retirement Enhancement Act of 2019, as now in effect or as hereafter amended, and the applicable regulations and rulings thereunder. All citations to sections of the SECURE Act are to such sections as they may from time to time be amended or renumbered.

1.58 "Severance from Employment" or "Severs from Employment" means a severance from employment with the Employer within the meaning of Section 457 of the Code.

1.59 "State" means the State of New York.

1.60 "Surviving Spouse" means the survivor of a deceased Participant to whom such Participant was legally married on the date of the Participant's death.

1.61 "Treasury Regulations" means the regulations promulgated by the Treasury Department under the Code, as now in effect or as hereafter amended. All citations to sections of the

Treasury Regulations are to such sections as they may from time to time be amended or renumbered.

1.62 "Trust Agreement" means an agreement entered into in respect of the Plan between the Committee and one or more Trustees pursuant to which all cash and other rights and properties and all income attributable to such cash and rights and properties are held in trust as such agreement may be amended from time to time.

1.63 "Trust Fund" means the assets of the Plan, including cash and other rights and properties arising from Amounts Deferred or Contributed, Section 457 Transfers and Rollover Contributions which are held and administered by the Trustee pursuant to the Trust Agreement.

1.64 "Trustee" means the trustee or trustees acting as such under the Trust Agreement, and any successors thereto.

1.65 "Unforeseeable Emergency" means a (i) severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent, (ii) loss of the Participant's or Beneficiary's property because of casualty, or (iii) other similar extraordinary or unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary.

1.66 "Unit" means a unit measuring the value of an Account Participant's proportionate interest in an Investment Fund.

1.67 "USERRA" means the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 contained in chapter 43 of title 38 of the United States Code.

1.68 "Valuation Date" means each Business Day unless otherwise provided in the Plan or in an agreement between the Committee and a Financial Organization.

SECTION 2
PARTICIPATION

2.1 Enrollment.

(a) Eligibility and Enrollment. Each Employee shall be eligible to participate in the Plan as of any Enrollment Date following the date he or she becomes an Employee, and shall commence such participation in the Plan by duly filing a Participation Agreement and any enrollment forms or other pertinent information concerning the Employee and his or her Beneficiary with the Administrative Service Agency in a manner as prescribed by the Committee. With the exception of Participation Agreements filed on or before an Employee's first day of service, no Participation Agreement shall be effective before the first Enrollment Date in the calendar month following the month in which the Participation Agreement is filed with the Administrative Service Agency.

(b) Initial Enrollment and Subsequent Changes. Each Employee enrolling in the Plan shall provide to the Administrative Service Agency, in a complete and timely manner, at the time of initial enrollment and thereafter if there are any changes, with such information that the Administrative Service Agency determines is necessary or advisable for the administration of the Plan or to comply with applicable law. With the exception of Participation Agreements filed on or before an Employee's first day of service, no Participation Agreement or amendment or modification thereto shall be effective before the first Enrollment Date in the calendar month following the month in which the Participation Agreement or such amendment or modification is filed with the Administrative Service Agency.

2.2 Voluntary Participation. Participation in the Plan by Employees shall be voluntary.

2.3 Cessation of Participation. The participation of an Account Participant shall cease upon payment to the Account Participant of the entire value of his or her Plan Benefit or upon the Account Participant's death prior to such payment.

2.4 Corrective Action. If an individual is erroneously included or excluded from participation, corrective action will be taken as soon as administratively practicable to correct such erroneous inclusion or exclusion.

SECTION 3
AMOUNTS DEFERRED OR CONTRIBUTED

3.1 Participant Deferral and Contribution Authorization.

(a) Initial Authorization. A Participant may elect to defer or contribute Compensation under the Plan by authorizing, on his or her Participation Agreement, regular payroll deductions that do not individually or in the aggregate exceed the limitations of Section 3.2. Unless otherwise designated under Section 3.1(c), any Amounts Deferred or Contributed under this Section 3.1(a) shall be treated as Before-Tax Deferrals. Any initial deferral election shall be effective as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(b) Modifications. A Participant may increase or decrease the rate of deferral or contribution of his or her Compensation, and may make separate elections with respect to the increase or decrease of the rate of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), within the limitations set forth in Section 3.2, as of any Enrollment Date by duly filing a new or modified Participation Agreement, or such other form authorized for such purpose by the Committee, with the Administrative Service Agency, which shall be effective as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(c) Roth Contributions. To the extent that the Committee has resolved on or after January 1, 2011 to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant shall be permitted to make Roth Contributions from his or her Compensation by designating a percentage of his or her initial authorization or modified authorization described in Sections 3.1(a) and 3.1(b) as Roth Contributions, which designation shall be effective as soon as administratively practicable for all future payroll periods until modified or suspended, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b). For the avoidance of doubt, to the extent that the Committee has *not* resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A, Participants shall not be permitted to make Roth Contributions and any provisions of the Plan as they relate to Roth Contributions, Roth Accounts, Rollover Contributions from Qualified Roth Contribution Programs and in-Plan rollovers into Roth Accounts shall not apply.

(d) Discontinuance or Suspension. A Participant may discontinue or temporarily suspend his or her deferrals or contributions, and may make separate elections with respect to the discontinuance or suspension of his or her Before-Tax Deferrals and Roth Contributions (to the extent applicable), as of any specified Enrollment Date by giving notice thereof to the Administrative Service Agency. The Administrative Service Agency shall discontinue or suspend the deferral or contribution of Compensation as soon as administratively practicable, subject to the timing requirements set forth in Sections 2.1(a) and 2.1(b).

(e) Deferrals and Contributions After a HEART Act Distribution or Unforeseeable Emergency Withdrawal. A participant's deferrals and contributions will be suspended for a period of six months following a distribution pursuant to the Section 414(u)(12)(B)(i) of the Code and, to the extent that the Committee has resolved to implement a suspension of deferrals after an Unforeseeable Emergency withdrawal pursuant to Section 3.1(e) of Schedule A, after a distribution due to an Unforeseeable Emergency withdrawal.

3.2 General Deferral and Contribution Limitations and Catch-Up Limitations.

(a) In General. The aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed by a Participant for any pay period shall be a minimum of $10 and shall not exceed the lesser of:

(i) An amount as may be permitted pursuant to Section 457(e)(15) of the Code, and

(ii) 100% of the Participant's Includible Compensation for the Plan Year;

provided, however, the maximum amount that a Participant may defer or contribute for any Plan Year may be calculated after accounting for mandatory and permissive payroll deductions, as reasonably determined by the Employer.

(b) 457 Catch-Up. Notwithstanding the limitation in Section 3.2(a), a Participant may file an election in the manner required by the Administrative Service Agency to have the catch-up limitation as set forth in Section 3.2(b) apply to the determination of the maximum amount that may be deferred or contributed during one or more of the last three Plan Years ending before attainment of the Participant's Normal Retirement Age. If the catch-up limitation is elected, the maximum aggregate amount of Before-Tax Deferrals and Roth Contributions (to the extent applicable) that may be deferred or contributed for each of the Plan Years covered by the election shall not exceed the lesser of:

(i) twice the dollar amount set forth in Section 3.2(a); and

(ii) the sum of the limitations provided for in Section 3.2(a) for each of the Plan Years the Participant was eligible to participate in the Plan, minus the aggregate amount actually deferred or contributed for such Plan Years (disregarding any amounts deferred or contributed pursuant to Section 3.2(c)).

A Participant may not elect to have Section 3.2(b) apply more than once, whether or not the Participant rejoins the Plan after a Severance from Employment.

(c) Age 50 Catch-Up. All Participants who have attained age 50 before the close of a Plan Year and who are not permitted to defer or contribute additional Compensation pursuant to Section 3.2(b) for such Plan Year, due to the application of any limitation imposed by the Code or the Plan, shall be eligible to make additional catch-up contributions in the form of Before-Tax Deferrals, Roth Contributions or a combination thereof in accordance with, and subject to, the limitations of Section 3.2(c) of the Plan and Section 414(v) of the Code. Age 50 catch-up contributions pursuant to Section 3.2(c) shall not exceed the lesser of:

(i) the excess of 100% of Participant's Includible Compensation for the Plan Year over the sum of any other Amounts Deferred or Contributed by the Participant for such Plan Year; and

(ii) an amount as may be permitted by Section 414(v)(2)(B) of the Code.

(d) Dual Eligibility. Notwithstanding anything in Sections 3.2(b) and (c) to the contrary, if a Participant who is eligible to make an additional catch-up contribution under Section 3.2(c) for a Plan Year in which the Participant has elected to make a catch-up contribution under Section 3.2(b), such Participant is entitled to the greater of:

(i) the 457 catch-up contribution amount under Section 3.2(b); and

(ii) the age 50 catch-up contribution amount under Section 3.2(c).

(e) USERRA. Notwithstanding the limitation provided for in Section 3.2(a), any Participant who is entitled to reemployment rights pursuant to USERRA and who is so reemployed in accordance with the provisions of such law may elect to make such additional deferrals or contributions as are permitted or required by USERRA.

(f) Excess Deferrals and Contributions. In the event that any Amounts Deferred or Contributed under the Plan for any Plan Year exceed the limitations provided for in Section 3.2, any such excess deferrals or contributions shall be distributed to the Participant, with allocable net income, in the following order (unless otherwise directed by the Participant): first, from Before-Tax Deferrals and second, from Roth Contributions (to the extent applicable), as determined in accordance with methods and procedures established by the Administrative Service Agency as soon as practicable after the Administrative Service Agency determines that the amount was an excess deferral or contribution. Distributions under Section 3.2(f) will be reportable as taxable income to the extent required by applicable law.

SECTION 4
INVESTMENT OF AMOUNTS DEFERRED OR CONTRIBUTED AND ROLLOVER CONTRIBUTIONS

4.1 Remittance of Deferrals and Contributions. All Amounts Deferred or Contributed in accordance with Section 3 shall be paid by the applicable Employer as promptly as possible, but in no event later than two Business Days from the applicable payroll date, to the Trust Fund. Thereafter, Amounts Deferred or Contributed shall be invested by the Trustee in accordance with the investment instructions received by the Trustee from the Administrative Service Agency, within two Business Days following receipt by the Trust Fund of such Amounts Deferred or Contributed (or, if later, on the first Business Day coincident with or immediately following receipt by the Trustee of the investment instructions from the Administrative Service Agency related to such Amounts Deferred or Contributed). All such Amounts Deferred or Contributed shall be invested by the Trustee (in accordance with the investment instructions received from the Administrative Service Agency) in the Investment Options provided by one or more Financial Organizations appointed by the Committee in accordance with the Regulations, and shall be held, managed, invested and reinvested in accordance with the applicable agreement entered into by the Committee or the Trustee with each such Financial Organization.

4.2 Allocation of Deferrals and Contributions. A Participant who has enrolled in the Plan pursuant to Section 2 shall, by filing a direction with the Administrative Service Agency in writing or in such other manner as the Committee may authorize, specify the percentage (in multiples of one percent) of his or her Amounts Deferred or Contributed, that shall be allocated to each Investment Option made available by the Committee. A Participant's investment allocation elections shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable).

4.3 Continuation of Deferral and Contribution Allocation. Any deferral and contribution allocation direction given by a Participant shall be deemed to be a continuing direction until changed by the Participant. A Participant may change his or her deferral and contribution allocation direction with respect to future Amounts Deferred or Contributed, as of any Enrollment Date, by giving notice in writing or in such other manner as the Committee may authorize to the Administrative Service Agency prior to any Enrollment Date. Any change to a Participant's deferral and contribution allocation direction shall be applied in the same manner to both Before-Tax Deferrals and Roth Contributions (to the extent applicable). All such future deferrals and contributions shall be invested by the Trustee in the Investment Options in accordance with such changed direction.

4.4 Transfer of Assets Among Investment Options.

(a) Transfer of Assets. As of any Valuation Date an Account Participant may direct the Administrative Service Agency, by giving notice in writing or in such other manner as the Committee may authorize, to liquidate his or her interest in any of the Investment Options and transfer the proceeds thereof to one or more other Investment Options in the proportions directed by such Participant. Account Participants may make separate transfer directions for their Before-Tax Deferral Accounts and Accounts relating to Rollover Contributions involving before-tax deferrals and their Roth Accounts and Accounts relating to Rollover Contributions involving Roth contributions (to the extent applicable). Such direction must be made in accordance with the requirements and procedures established by the Committee and in effect at the time and in a multiple of one percent or one dollar increments of the Account Participant's interest in the applicable Investment Option.

(b) Committee's Right to Reduce or Deny Transfer Request. If the Trustee or any Financial Organization appointed by the Committee advises the Committee, or the Committee otherwise determines, that it is not reasonably able to prudently liquidate the necessary amount and transfer it from one of the Investment Options to another, the amount to be transferred with respect to each Account Participant who duly requested such a transfer may be reduced in proportion to the ratio which the aggregate amount that the Trustee or the Financial Organization has advised the Committee may not prudently be so transferred bears to the aggregate amount that all Account Participants have duly requested be so transferred. Regardless of any Account Participant's investment direction, no transfer between Investment Options may be made in violation of any restriction imposed by the terms of the agreement between the Committee or the Trustee and a Financial Organization providing any Investment Option or of any applicable law. Notwithstanding anything in this Section 4.4(b) or the Plan to the contrary, the Committee, the Trustee or the Financial Organization shall have the right, without prior notice to any Account Participant, to suspend, for a limited period of time, daily transfers between and among Investment Options for one or more days if the Committee, the Trustee or the Financial Organization determines that such action is necessary or advisable (i) in light of unusual market conditions, (ii) in response to technical or mechanical problems with the Plan's or the Administrative Service Agency's record keeping systems, (iii) in connection with any suspension of normal trading activity on the New York Stock Exchange or other major securities exchange, (iv) as a result of strikes, work stoppages, acts of war or terrorism, insurrection, revolution, nuclear or natural catastrophes or other similar events, losses or interruptions of power, other utility outages or malfunctions, or malfunctions in communications or computer services, in each case, that make it necessary or advisable to suspend trading activity, or (v) in accordance with Section 4.10.

4.5 Administrative Actions with Regard to Investment Directions. The Administrative Service Agency shall have the right to decline to implement any investment direction upon its determination that: (i) the person giving the direction is legally incompetent to do so; (ii) implementation of the investment direction would be contrary to the Plan or applicable law or governmental ruling or regulation including, Treasury Regulations; (iii) implementation of the investment direction would be contrary to a court order, including, a Qualified Domestic Relations Order; (iv) implementation of the investment direction would be contrary to the rules, regulations or prospectuses of the Investment Funds; or (v) implementation of the investment direction would be contrary to the investment guidelines or terms of any agreements applicable to the Stable Value Fund or any similar Investment Fund then available under the Plan.

4.6 Account Participant Responsibility for Deferrals, Contributions and Investment Allocations. Each Participant is solely responsible for the allocation of his or her Amounts Deferred or Contributed, and each Account Participant is solely responsible for the investment allocation of his or her Account, in each case, in and among the Investment Options. Each Account Participant shall assume all risk in connection with the allocation of amounts in and among the Investment Options and for any losses incurred or deemed to be incurred as a result of the Account Participant's allocation or failure to allocate any amount to an Investment Option or any decrease in the value of any Investment Option. Neither the Committee, any Trustee, any Employer nor the Administrative Service Agency is empowered to advise a Participant as to the manner in which the Account Participant's Account shall be allocated among the Investment Options. The fact that a particular Investment Option is available to Participants for investment under the Plan shall not be construed by any Account Participant as a recommendation for investment in such Investment Option. If the Committee elects to make available investment guidance services or investment advice services to Account Participants, such services shall be utilized only at the voluntary election of the Account Participant and shall not limit the Account Participant's responsibility under Section 4.6 for the allocation of his or her Accounts in and among the Investment Options.

4.7 Investment Allocation of Alternate Payee Accounts. Notwithstanding any other provision of the Plan, during any period when an Alternate Payee Account is created and segregated on behalf of an Alternate Payee pursuant to a Qualified Domestic Relations Order from the Accounts of the related Participant, the Alternate Payee shall be entitled to direct the allocation of investments of such Alternate Payee Account in accordance with Sections 4.2 and 4.4, as applicable, and shall be subject to the provisions of Sections 4.5 and 4.6, but only to the extent provided in such order. In the event that an Alternate Payee fails to specify an investment direction on the date of creation of the Alternate Payee Account pursuant to Section 4.9, such Alternate Payee's Alternate Payee Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date and, except as otherwise provided by the Qualified Domestic Relations Order, shall remain invested in accordance with such initial allocation until the Alternate Payee directs otherwise or until such time as the Alternate Payee ceases to have an Alternate Payee Account under the Plan by reason of distribution or otherwise.

4.8 Investment Allocation of Beneficiary Accounts. Notwithstanding any other provision of the Plan, during any period following the death of a Participant and prior to distribution of the entire Plan Benefit of such Participant, such Participant's Beneficiary shall be entitled to direct the allocation of investments of such Plan Benefit in accordance with Section 4.4 or, as applicable, his or her proportional interest in such Plan Benefit, in accordance with Section 4.4 and shall be subject to the provisions of Sections 4.5 and 4.6. In the event that a Beneficiary fails to specify an investment direction on the date of creation of the Beneficiary Account pursuant to Section 4.4, such Beneficiary's Beneficiary Account shall be invested in the same manner as the relevant Participant's corresponding Before-Tax Deferral Account, Roth Account (to the extent applicable) and Rollover Accounts on such date.

4.9 Initial and Ongoing Investment Allocation with respect to Rollover Contributions and Section 457 Transfers. Unless otherwise directed by the Account Participant, the same deferral and contribution allocation direction applicable to an Account Participant pursuant to Section 4.2 or 4.3, as applicable, shall apply to all Section 457 Transfers and Rollover Contributions. Notwithstanding the foregoing, in accordance with procedures established by the Administrative Service Agency, an Account Participant may make an alternative initial allocation election in accordance with the procedures set forth in Section 4.4 for any applicable Section 457 Transfer or Rollover Contribution. Thereafter, such Account Participant may direct the Administrative Service Agency to liquidate his or her interest in any of the Investment Options and transfer the proceeds thereof to one or more other Investment Options in accordance with Section 4.4 (in each case subject to the limitations set forth in Sections 4.5 and 4.6). All Rollover Contributions shall be invested by the Trustee in the Investment Options in accordance with such directions as soon as administratively practicable.

4.10 Fund Mapping or Similar Activity. Notwithstanding anything in Section 4 to the contrary, if the Committee eliminates one or more of the Investment Funds or Investment Options or undertakes similar activity on behalf of the Plan, the Committee shall be authorized to liquidate without an Account Participant's consent and without the need for prior notice to the Account Participant the portion of each Account invested in such eliminated Investment Fund or Investment Option and direct the proceeds of such liquidation in one or more remaining or replacement Investment Funds or Investment Options in accordance with such liquidation and transfer procedures as the Committee may determine to be necessary or advisable in connection with such elimination.

SECTION 5
ROLLOVERS

5.1 Transfer from Another Governmental 457 Plan. Compensation previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee pursuant to another eligible deferred compensation plan under Section 457 of the Code maintained by another employer described in Section 457(e)(1)(B) of the Code shall be accepted for a plan-to-plan transfer to the Plan by the Trustee in the form and in the manner prescribed by the Committee. All such Section 457 Transfers shall be credited to the applicable Account Participant's corresponding Before-Tax Deferral Account or Roth Account (to the extent applicable), or a combination thereof and shall be invested in accordance with Section 4.9.

5.2 Acceptance of Assets from an Eligible Retirement Plan.

(a) Rollover Contributions in General. Amounts previously deferred or contributed by (or contributed on behalf of) a Participant, a Beneficiary or a spousal Alternate Payee under another Eligible Retirement Plan (other than a Roth IRA) that (i) are distributed to the Participant, the Beneficiary or the spousal Alternate Payee or (ii) are directly rolled over to the Plan as an eligible rollover distribution from such Eligible Retirement Plan, may be accepted as a Rollover Contribution by the Trustee in the form and in the manner specified by the Administrative Service Agency; *provided*, that Rollover Contributions of amounts from a Qualified Roth Contribution Program may be contributed only to the extent that the Committee has resolved to implement a Roth Program pursuant to Section 3.1(c) of Schedule A and any such contributions must be directly rolled over to the Plan. Notwithstanding the foregoing, other than Rollover Contributions from a Qualified Roth Contribution Program as described in the preceding sentence, the Administrative Service Agency shall not accept any Rollover Contribution, or any portion thereof, that represents deferrals or contributions under another Eligible Retirement Plan that were made from compensation that was included in the Participant, Beneficiary or spousal Alternate Payee's gross income in the year the amounts were deferred or contributed. The Administrative Service Agency may require such documentation from the distributing Eligible Retirement Plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an Eligible Retirement Plan.

(b) Written Request; Acceptance of Assets. The Administrative Service Agency, in accordance with the Code and procedures established by the Committee, shall, as soon as practicable following its receipt of the written request of a Participant, a Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, determine whether the Rollover Contribution shall be accepted by the Plan. Any written request filed by a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee pursuant to Section 5.2(a) shall set forth the fair market value of such Rollover Contribution and a statement in a form satisfactory to the Administrative Service Agency that the amount to be transferred constitutes a Rollover Contribution. In the event the Administrative Service Agency permits the transfer of the Rollover Contribution, the Trustee shall accept such Rollover Contribution and the transfer of such Rollover Contribution shall be deemed to have been made on the Valuation Date next following the date on which it was paid to the Trust Fund.

(c) Rollover Account. The Rollover Contribution shall be maintained in a separate, fully vested Rollover Account for the benefit of the contributing Participant or the Beneficiary and, in the case of a spousal Alternate Payee, the Alternate Payee Account, and shall be invested in accordance with the investment direction of the applicable Account Participant pursuant to Section 4.9. All amounts so transferred shall be credited to the Account Participant's Rollover Account or Alternate Payee Account and shall be available for distribution at any time during the Plan Year. No other contributions shall be allocated to the Rollover Account. Any Rollover Contributions of amounts from a Qualified Roth Contribution Program shall be segregated and held in a separately designated and maintained Rollover Account from those amounts not from a Qualified Roth Contribution Program. At the election of the Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee, any Rollover Contributions or Section 457 Transfers from an eligible deferred compensation plan under Section 457(b) of the Code may be held in separately designated and maintained Rollover Accounts for 457(b) Rollover Contributions; *provided* that any such amounts from a Qualified Roth Contribution Program and any such amounts not from a Qualified Roth Contribution Program shall be segregated and held in separately designated and maintained 457(b) Rollover Accounts.

5.3 Form of 457 Transfer or Rollover Contribution. Each Section 457 Transfer and Rollover Contribution shall consist only of (i) cash and (ii) to the extent that the Employer has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, solely with respect to Section 457 Transfers and Rollover Contributions from another eligible deferred compensation plan under Section 457 of the Code maintained by a Public Employer or the Deferred Compensation Plan for Employees of the State of New York and Other Participating Jurisdictions, any outstanding loan to the applicable Account Participant under the transferring or distributing 457 plan; *provided* that (A) such outstanding loan will be subject to the same terms and conditions as in place under the transferring or distributing 457 plan, (B) an Account Participant may not make a Rollover Contribution that includes an outstanding loan unless the entire amount of such Account Participant's plan benefit under the transferring or distributing 457 plan is contributed into the Plan, (C) the source of the outstanding loan disbursement under the transferring or distributing 457 plan must have been from before-tax deferrals and (D) the Account Participant does not have a loan outstanding, or a defaulted loan that has not yet been repaid, under the Plan at the time of the Section 457 Transfer or Rollover Contribution.

5.4 Rollover of Assets to Purchase Retirement Service Credit. With respect to trustee-to-trustee transfers, a Participant or Beneficiary may elect, in accordance with procedures established by the Committee, to have all or any portion of the value of his or her Account transferred to the trustee of a defined benefit governmental plan as described in Section 414(d) of the Code; *provided*, *however*, that such transfer is for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan or a repayment of contributions and earnings with respect to a forfeiture of service under such plan.

SECTION 6
ACCOUNTS AND RECORDS OF THE PLAN

6.1 Participant Accounts.

(a) In General. The Administrative Service Agency shall establish and maintain one or more Accounts for each Participant, including a Before-Tax Deferral Account, a Roth Account (to the extent applicable) and, as necessary, one or more Rollover Accounts (including a segregated Rollover Account relating to contributions from a Qualified Roth Contribution Program, to the extent applicable) with respect to each Participant. Each Account shall record the value of the portion of the Participant's Plan Benefit allocable to that Account, the value of the portion of his or her Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. With respect to each Participant, all Amounts Deferred or Contributed, all Section 457 Transfers and all Rollover Contributions shall be credited to his or her Before-Tax Deferral Account, Roth Account or Rollover Account, as applicable.

(b) Written Statement. Each Account Participant shall be furnished with a written statement of his or her Accounts (including the value of the interest he or she has, if any, in each Investment Option and the amount of and explanation for each allocation to or deduction from his or her Accounts) at least quarterly, which statement shall be delivered in a manner prescribed by the Committee.

6.2 Beneficiary Accounts. The Administrative Service Agency shall establish and maintain one or more Beneficiary Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Beneficiary of a deceased Participant. Each such Account shall record the value of the portion of the deceased Participant's Plan Benefit allocable to each of the Beneficiary's Accounts, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Beneficiary shall be furnished with a written statement of his or her Accounts in the same manner set forth in Section 6.1(b).

6.3 Alternate Payee Accounts. The Administrative Service Agency shall establish and maintain one or more Alternate Payee Accounts, including, as applicable, separate Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), and Rollover Accounts with respect to each Alternate Payee. The Alternate Payee Account shall separately account for all amounts received (i) from the Participant's Rollover Account and (ii) from all amounts rolled into the Plan by a spousal Alternate Payee, pursuant to Section 5.1 or 5.2. Each such Account shall record the value of the portion of the Participant's Plan Benefit allocable to the Alternate Payee's Account, the value of the portion of the Plan Benefit, if any, that is invested in each Investment Option (both in the aggregate and by Account) and other relevant data pertaining thereto. Each Alternate Payee shall be furnished with a written statement of his or her Alternate Payee Accounts in the same manner set forth in Section 6.1(b).

6.4 Allocations and Credits. The establishment and maintenance of, or allocations and credits to, the Account of any Account Participant shall not vest in such Account Participant or

Beneficiary of a Participant any right, title or interest in and to any Trust Fund assets or Plan benefits except at the time or times and upon the terms and conditions and to the extent expressly set forth in the Plan and the Trust Agreement and, in the case of an Alternate Payee Account, the express terms of the Qualified Domestic Relations Order.

6.5 Plan Benefit and Trust Fund.

(a) Plan Benefit Defined. As of the close of each Valuation Date, the Plan Benefit of an Account Participant shall equal the aggregate value of his or her Accounts as of such Valuation Date. As of any date that is not a Valuation Date, a Participant's Plan Benefit shall be calculated in accordance with the previous sentence as of such date, but based upon the value of the Account Participant's Accounts as of the close of the most recent Valuation Date. The value of an Account as of a Valuation Date shall be calculated as of each Valuation Date in accordance with a methodology established by the Committee and reasonably and consistently applied to all similarly situated Account Participants and shall be based upon an Account Participant's aggregate deferrals and contributions to the Trust Fund and distributions and withdrawals from the Trust Fund, the investment performance of the Investment Options in which each Account has been allocated, and any fees, credits or debits allocable to each Account. As of each Valuation Date, each Account shall be adjusted to reflect all Units or dollars credited and Units or dollars distributed, withdrawn or deducted therefrom in accordance with the terms of the Plan and the Trust Agreement. The aggregate Plan Benefit of all Account Participants shall in no event exceed the value of the assets of the Trust Fund and may be less than such value to the extent of any unallocated expense, reserve or similar account maintained as part of the Trust Fund.

(b) Investment Options and Investment Funds. The Trust Fund shall be invested at the direction of Account Participants, in accordance with Section 4, in and among the Investment Options made available through the Plan from time to time by the Committee. Investment Options may include (i) one or more Investment Funds, (ii) a brokerage account or similar investment window through which Account Participants may direct the investment of their Accounts into Mutual Funds (as defined below) or other available investment products that the Committee designates as available for investment through such window, (iii) an individual participant loan fund to record the value of an outstanding loan made to a Participant in accordance with Section 7.3, and (iv) any other investment alternative that the Committee may make available through the Plan. Investment Funds may consist of open-end investment companies registered under the Investment Company Act of 1940, as amended ("Mutual Funds"), separately managed accounts, unregistered commingled funds, group or commingled trusts, or any combination thereof as approved from time to time by the Committee for the investment of the assets of the Trust Fund.

SECTION 7
WITHDRAWALS FOR UNFORESEEABLE EMERGENCIES; WITHDRAWALS OF SMALL AMOUNTS; LOANS

7.1 Distribution for an Unforeseeable Emergency.

(a) Amount of Distribution for an Unforeseeable Emergency. Upon a showing by a Participant of an Unforeseeable Emergency, the Administrative Service Agency may, permit a payment to be made to the Participant in an amount which does not exceed the lesser of (i) the amount reasonably needed to meet the financial need created by such Unforeseeable Emergency, including estimated income taxes and (ii) an amount which, together with any prior distribution or withdrawal, does not exceed the value of the Participant's Plan Benefit determined as of the most recent Valuation Date. Any such payment shall be made from the Trust Fund by the Trustee upon the direction of the Administrative Service Agency and shall be withdrawn by the Trustee pro rata from the Investment Funds in which the Participant has an interest, unless the Participant specifies in the request for such a payment the portion of the total amount to be withdrawn by the Trustee from each Investment Fund. The Participant shall designate the amount of the distribution that will come from his or her Before-Tax Deferral Account and from his or her Roth Account in accordance with procedures established by the Administrative Service Agency. All payments shall be made in one lump cash sum within sixty days after approval of the request.

(b) Evidence of Other Relief. A Participant must provide evidence that the amount requested for an Unforeseeable Emergency may not be fully relieved (i) through reimbursement or compensation by insurance or otherwise, (ii) by liquidation of a Participant's other non-Plan assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or (iii) by cessation of deferrals and contributions under the Plan.

7.2 Distribution from a Small Inactive Account.

(a) Elective Distribution. An Account Participant with a Plan Benefit, not including the amount in the Participant's Rollover Accounts, of $5,000 or less (or such greater amount as may be permitted by Section 401(a)(11) of the Code) may elect at any time to receive a lump sum distribution, not to exceed $5,000 of his or her Account and Rollover Account, which distribution will be made in accordance with procedures established by the Administrative Service Agency, *provided* that both of the following conditions have been met:

(i) there has been no Amount Deferred or Contributed by such Participant during the two-year period ending on the date of distribution; and

(ii) there has been no prior distribution made to such Participant pursuant to this Section 7.2.

(b) Automatic Distribution. With respect to a Participant or an Alternate Payee whose Plan Benefit, including any amounts attributable to an in-Plan Rollover Contribution to a Roth Account pursuant to Section 8.8, but not including any amounts in the Participant or Alternate Payee's Rollover Accounts, does not exceed the amount set forth in Section 7.2(a), if and to the extent that the Committee has resolved to provide for automatic distributions pursuant to Section 7.2(b) of Schedule A, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable, to the extent provided in Section 7.2(b) of Schedule A: (i) following the Participant's Severance from Employment and (ii) upon an Account Participant's Plan Benefit falling below the value set forth in Section 7.2(b) of Schedule A, to the extent that the requirements of Section 7.2(a) are met; *provided*, *however*, that in the event any such distribution is greater than $1,000, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly in accordance with Section 8.1(b), then the Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Committee; and *provided further*, that such distribution shall made in accordance with the requirements of Section 401(a)(31) of the Code.

7.3 Loans. To the extent the Committee has resolved to adopt a loan program pursuant to Section 7.3 of Schedule A, this Section 7.3 shall apply.

(a) Eligibility. Participants who are active Employees, and, if the Committee shall determine, Participants who are on an approved leave of absence from their Employer, shall be eligible to request a Plan loan. Each Participant shall have only one outstanding Plan loan at any time. Upon the request of a loan-eligible Participant, the Administrative Service Agency may, on such terms and conditions prescribed herein, direct the Trustee to make a Plan loan to such loan-eligible Participant.

(b) Loan Amount. The principal amount of any Plan loan shall be for an amount equal to at least $1,000, or such other amount as the Committee shall determine, and shall not exceed the lesser of:

(i) 50% of the value of the sum of the Participant's Accounts (including his or her Before-Tax Deferral Account and Roth Account (to the extent applicable)); and

(ii) $50,000 reduced by the highest value in the last twelve months of any loans by the Participant from the Plan and other Eligible Retirement Plans sponsored by the Employer or in which the Employer participates.

(c) Repayment Period. All Plan loans, other than those for the purpose of acquiring the dwelling unit which is, or within a reasonable time shall be, the principal residence of the Participant, shall be repaid over a non-renewable repayment period of five years. A Plan loan made for acquiring a principal residence shall be repaid over a non-renewable repayment period of up to 15 years, or such shorter term as the Committee shall determine. Any Plan loan shall be repaid in substantially equal installments of principal and accrued interest that shall be paid at least monthly or quarterly, as specified by the Committee, subject to the methods and procedures as shall be determined by the Administrative Service Agency.

(d) Rate of Interest. Each Plan loan granted shall bear a rate of interest equal to one percentage point above the prime interest rate as published in the Wall Street Journal on the last Business Day of the month preceding the application for the loan, or such other reasonable rate of interest as the Committee shall determine.

(e) Source of Loans; Security. The Committee shall be required to designate under Section 7.3(e) of Schedule A the source(s) of Plan loans. Plan loans shall be made solely from the source(s) designated by the Committee. All Plan loans shall be made from the Trust Fund and notes evidencing such obligations shall be considered assets of the Trust Fund and shall be treated as a separate loan investment fund for purposes of determining the value as of any Valuation Date of a Participant's Accounts. All Plan loans shall be secured, as of the date of the Plan loan, by the sum of (i) the Participant's Before-Tax Deferral Account and Roth Account (to the extent applicable) and (ii) the Participant's Rollover Accounts, if applicable, *provided*, *however*, that no more than 50% of the aggregate value of such Participant's Accounts shall be used as security for the Plan loan.

(f) Default. If a Participant fails to make any scheduled repayment of his or her Plan loan within the Loan Grace Period, such Participant shall be considered in default and the Administrative Service Agency shall declare a deemed distribution to have occurred with respect to such Plan loan, effective as of the date of the default and shall reduce the value of the Participant's Plan Benefit by the amount of the deemed distribution. Notwithstanding anything in Section 7.3 to the contrary, a Participant who has defaulted on a loan made under the Plan shall not be eligible to obtain another loan hereunder until the defaulted loan and accrued interest has been repaid, and the new loan shall be subject to any other limitations required under Section 1.72(p) of the Treasury Regulations.

(g) Outstanding Loans. An outstanding loan shall include (i) any loan that is being repaid in compliance with Section 7.3 until repaid in full and (ii) any loan that is considered in default until subsequently repaid in full.

(h) Administration and Fees. The Committee may establish or change from time to time the standards or requirements for making any Plan loan, including assessing an administrative fee against the Participant or the Participant's Account for such Plan loan.

(i) CARES Act Loans. To the extent that the Employer has resolved to implement the loan provisions pursuant to Section 7.3(i) of Schedule B, upon the request of a loan-eligible Participant, the Administrative Service Agency may direct the Trustee to make a Plan loan to a Qualified Participant in accordance with the terms of this Section 7.3(i) and consistent with the CARES Act. Notwithstanding anything to the contrary in Section 7.3, the principal amount of a loan made to a Qualified Participant, from March 27, 2020 to September 23, 2020 shall not exceed the lesser of: (i) $100,000, reduced by the excess (if any) of (x) the Plan's highest outstanding loan balance during the one-year period ending on the day before the date on which the loan is made over (y) the plan's outstanding balance on the date on which the loan is made; or (ii) the greater of (x) the present value of the nonforfeitable accrued benefit under the Participant's Account and (y) $10,000.

(j) CARES Act Loan Repayment. To the extent that the Employer has resolved to implement the repayment provisions pursuant to Section 7.3(j) of Schedule B and notwithstanding anything to the contrary in Section 7.3, a Qualified Participant with an outstanding loan with a repayment date during the period beginning on March 27, 2020 and ending on December 31, 2020 shall have the repayment date delayed by up to one year.

7.4 Death Prior to Distribution of Proceeds. If a Participant dies prior to the payment of any withdrawal for an Unforeseeable Emergency, distribution of a small inactive account or disbursement of the proceeds of any Plan loan, the Participant's withdrawal, distribution or loan request shall be void as of the date of death and no withdrawal, distribution or disbursement shall be made by operation of Section 7 to the Participant's Beneficiary or estate.

7.5 Coronavirus-Related Distributions. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.5 of Schedule B and notwithstanding anything in Section 7.1, upon a showing by a Qualified Participant of a need for a Coronavirus-Related Distribution, the Administrative Services Agency may permit a payment to be made to the Participant in an amount that does not exceed $100,000 or, to the extent that the Employer has designated a different amount under Section 7.5 of Schedule B, the amount as set forth in Section 7.5 of Schedule B.

7.6 Distribution for Qualified Birth or Adoption. To the extent that the Employer has resolved to implement the distribution provisions pursuant to Section 7.6 of Schedule B, the Administrative Services Agency may permit a distribution to be made to a Participant in an amount not to exceed $5,000 for a qualified birth or adoption distribution as defined under Section 113 of the SECURE Act.

SECTION 8
DISTRIBUTIONS FROM THE PLAN AND OTHER ELIGIBLE RETIREMENT PLANS

8.1 Distributions to Participants.

(a) Eligibility for Distribution. A Participant will become eligible to receive a distribution of his Plan Benefit upon the occurrence of any of the following events: (i) the Participant's Severance from Employment with the Employer; (ii) the Participant's attainment of age $70^1/_2$; *provided, however*, that for purposes of this Section 8, a Participant will be deemed to have had a Severance from Employment during any period he or she is performing service in the uniformed services described in Section 3401(h)(2)(A) of the Code. Except as otherwise provided in Section 7, a Participant may not receive distribution of his or her Plan Benefit at any time prior to the occurrence of one of the foregoing events.

(b) Distributions to Participants. Upon a Participant's eligibility for a distribution pursuant to Section 8.1(a), the Participant shall be entitled to receive his or her Plan Benefit, which shall be paid in cash by the Trustee from the Trust Fund in accordance with one of the methods described in Section 8.1(c) and as of the commencement date elected by the Participant in accordance with the procedures prescribed Section 8.1(e).

(c) Distribution Options. Subject to Section 8.6, any payment made under this section shall be made in one of the following methods, as the Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect any of the following:

(i) A total or partial lump sum payment. Any partial lump sum payment shall be an amount of at least the Minimum Lump Sum Amount, and the number of partial lump sum payments in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions.

(ii) Periodic monthly, quarterly, semi-annual or annual installment payments; *provided*, *however*, that a Participant (or, in the case of the death of a Participant, his or her Beneficiary) may elect to receive (A) an initial installment payment in a specified amount and (B) the balance of his or her Account in periodic monthly, quarterly, semi-annual or annual installment payments. Any installment payment made pursuant to Section 8.1(c)(ii) shall be at least the Minimum Installment Amount. If the balance of the Participant's Account and Rollover Account is less than such amount, then the payment will equal the total amount of the Participant's Account and Rollover Account. Installment payments may consist of (A) fixed amounts paid on each payment date as designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), or (B) formulaic amounts determined by the Administrative Service Agency, based on a fixed period designated by the Participant (or in the case of the death of a Participant, his or her Beneficiary), calculated by dividing the Plan Benefit on the date of the payment by the number of payments remaining during the fixed period.

(iii) A Participant who elects to receive installment payments or who is currently receiving installment payments pursuant to Section 8.1(c)(ii) may elect, subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency, to receive a portion of his or her Account distributed in a lump sum; *provided*, *however*, that no lump sum payment shall be less than the Minimum Lump Sum Amount; and *provided further*, that the number of such elections in any Plan Year may not exceed the Maximum Annual Number of Partial Distributions, as set forth in Section 8.1(c) of Schedule A. Such lump sum payments shall not result in a discontinuation of subsequent installment payments; *provided*, *however*, that such subsequent payments may be redetermined in accordance with methods and procedures established by the Administrative Service Agency.

(iv) A Participant who is an eligible retired public safety officer, as defined in Section 402(l) of the Code, may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have up to $3,000 per year (or such greater amount as may be permitted under applicable guidance issued by the Internal Revenue Service) of amounts from his or her Before-Tax Deferral Account distributable under the Plan used to pay qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents. Such amounts are excludible from the Participant's gross income to the extent the qualified health insurance premiums are paid directly to the provider of the accident or health plan or long-term care insurance contract (determined in accordance with Section 402(l) of the Code) by deduction from a distribution to the Plan.

(v) For each distribution election under Section 8.1(c), a Participant shall designate the percentage of each distribution that will come from his or her Before-Tax Deferral Account and the percentage that will come from his or her Roth Account (to the extent applicable). For the avoidance of doubt, for purposes of the limitations and restrictions described in this Section 8.1(c), each distribution election made by a Participant and each payment made in accordance thereto shall be deemed to be one election and one payment, even if payment is made both from the Participant's Before-Tax Deferral Account and from his or her Roth Account (to the extent applicable).

Notwithstanding the foregoing, a Participant may not elect an installment period extending beyond the longest of (A) his or her life expectancy, (B) if his or her designated Beneficiary is his or her Spouse, the life expectancy of the Participant and his or her Spouse and (C) if his designated Beneficiary is not his or her Spouse, the life expectancy determined using the applicable table contained in the applicable Treasury Regulation.

(d) <u>Calculation of Payments</u>.

(i) If a Participant elects a total lump sum payment, pursuant to Section 8.1(c)(i), the Participant's Plan Benefit shall be determined as of the Valuation Date coincident with or last preceding the date on which the Plan Benefit is withdrawn from the Investment Options and liquidated for distribution. Such liquidated amount (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(ii) If a Participant elects to receive a partial lump sum payment pursuant to Section 8.1(c)(i) or (iii), installment payments pursuant to Section 8.1(c)(i), or payment of qualified health insurance premiums for an accident or health plan or long-term care insurance contract covering the Participant and his or her spouse and dependents pursuant to paragraph Section 8.1(c)(iv), any remaining balance in such Participant's Accounts shall continue to participate in the investment performance of the Investment Options in which such amounts are invested and to bear its allocable share of administrative and investment expenses until the Valuation Date coincident with or last preceding the date on which such Plan Benefit amounts are withdrawn from the Investment Funds and liquidated for distribution; *provided, however,* that the amount of the installments need not be redetermined to reflect changes in the value of the Account more frequently than annually. All such redeterminations shall be made by the Administrative Service Agency in accordance with procedures of uniform application. Any amount liquidated for purposes of an installment payment (i) shall be held in the Trust Fund in a payment account maintained by the Trustee for this purpose and (ii) shall not be credited with interest or investment gains or losses following the date of liquidation.

(e) Distribution Election. In the case of the Participant's Severance from Employment with the Employer, a distribution election made by the Participant shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence; *provided*, *however,* that any such payments that would result in an account balance of less than $500 may not commence earlier than at the end of the Distribution Waiting Period; *provided*, *further* that the timing of any distribution must be in compliance with Section 8.6. Subject to Section 8.6, a Participant who is receiving distributions under the Plan may change both the timing and the method of payment elected subject to any limitations set forth by the Committee and in accordance with procedures established by the Administrative Service Agency.

(f) Rollover Accounts. Notwithstanding any other provision of Section 8.1, a Participant who has one or more Rollover Accounts shall be permitted to withdraw all or any portion of such Rollover Accounts at any time during a Plan Year; *provided* that such withdrawal shall be paid pursuant to a method of payment elected by the Participant in accordance with Section 8.1(c) and the value of such Rollover Accounts shall be determined in accordance with Section 8.1(d).

8.2 Distributions to Beneficiaries. If a Participant dies before distribution of his or her Plan Benefit has commenced, a distribution election made by the Beneficiary shall specify the form of payment as provided in Section 8.1(c) and the date on which payments shall commence. If a Participant dies at any time before his or her entire Plan Benefit has been distributed, then the Participant's Beneficiary may make subsequent distribution elections as provided in Section 401(a)(9) of the Code. Notwithstanding the foregoing, any distribution to a Beneficiary shall be made in accordance with the provisions of Section 401(a)(9) of the Code and Section 8.6.

8.3 Distributions to Alternate Payees. A distribution to an Alternate Payee may be paid in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order and the close of all appeals to the Qualified Domestic Relations Order if the Alternate Payee consents to such lump sum distribution. In the event that the Alternate Payee does not consent to receive his or her distribution in a single lump sum as soon as practicable following the qualification of the Qualified Domestic Relations Order, the Alternate Payee may make an election to receive a distribution any time after the Earliest Retirement Date, subject to any requirements of Section 401(a)(9) of the Code and Section 8.1(c), by filing a distribution election specifying the form of payment as provided in Section 8.6 and the date on which payments shall commence.

8.4 Eligible Rollover Distributions.

(a) Participant Rollover Distributions. In connection with a Participant's Severance from Employment, the Distributee may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an Eligible Retirement Plan; *provided* that such other plan provides for the acceptance of such amounts by the trustee. The Plan shall provide written information to Distributees regarding Eligible Rollover Distributions to the extent required by Section 402(f) of the Code.

(b) Beneficiary Rollover Distributions. Upon a Participant's death, a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution paid directly to the trustee of an individual retirement arrangement (as defined in Section 7701(a)(37) of the Code) that is established for the purpose of receiving the distribution on behalf of such Beneficiary.

(c) Roth IRA Rollover Distribution. In connection with a Participant's Severance from Employment or upon a Participant's death, as the case may be, a Participant or a Beneficiary may elect, at the time and in the manner prescribed by the Administrative Service Agency, to have all or any portion of the Participant's Accounts that qualifies as an Eligible Rollover Distribution rolled over to a Roth individual retirement arrangement (as defined in Section 7701(a)(37) of the Code, and designated as a Roth arrangement at the time of its establishment). Such amounts will be included in gross income as if the distribution had been made to such Participant or Beneficiary.

8.5 Withholding. The Trustee shall withhold or cause to be withheld from any amounts withdrawn or distributed all federal, state, city or other taxes as shall be required pursuant to any law or governmental ruling or regulation, including Treasury Regulations.

8.6 Required Minimum Distributions.

(a) In General. Notwithstanding any other provision of the Plan to the contrary, all distributions under the Plan shall be in accordance with the minimum distribution and timing requirements of Section 401(a)(9) of the Code (including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code) and the final Treasury regulations under Sections 1.401(a)(9)-2 through 1.401(a)(9)-9, which are incorporated herein by reference. Such provisions shall override any distribution options in the Plan that may be inconsistent with Section 401(a)(9) of the Code. Any distributions made pursuant to this Section 8.6 in order to comply with Section 401(a)(9) of the Code shall be charged against the Account or Accounts of the Account Participant in such manner as designated by the Account Participant in accordance with procedures established by the Administrative Service Agency; *provided*, *however*, that if no such designation is made, such distributions shall be charged first against the Before-Tax Deferral Account, second against the Roth Account (to the extent applicable), third against the Rollover Account or Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and fourth against the Rollover Account or Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) 2009 Waiver. Notwithstanding anything to the contrary in Section 8.6, an Account Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2009 RMDs or (ii) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

(c) Distributions During Participant's Life. The Plan Benefit of a Participant shall be distributed (or commence to be distributed) to such Participant as soon as practicable after the Required Beginning Date. If the Participant has not made an election pursuant to Section 8.1(c) prior to such Required Beginning Date, then the Plan Benefit shall be distributed in the form of installment payments commencing on the Required Beginning Date.

(d) Death of a Participant Occurring on or Prior to December 31, 2021, and Before the Required Beginning Date.

(i) If, prior to December 31, 2021, a Participant dies before his Required Beginning Date, the remaining portion (if any) of such Participant's Plan Benefit shall be distributed to his or her Beneficiary no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death (determined without regard to 2009), except as set forth in Sections 8.6(d)(i)(A) or (B) as follows:

(A) The Beneficiary may elect to receive a distribution of the Plan Benefit over a period not exceeding the life expectancy of the Beneficiary; *provided* that the distribution commences no later than December 31 of the calendar year immediately following the calendar year in which the Participant dies; or

(B) If the sole Beneficiary is the Participant's Surviving Spouse, such Surviving Spouse may elect to receive a distribution of the Account over a period not exceeding the life expectancy of the Surviving Spouse (determined as of the date such payments commence); *provided* that the distribution commences on or before the later of December 31 of the calendar year immediately following the calendar year in which the Participant dies or December 31 of the calendar year in which the Participant would have attained age 72; *provided*, *further*, that if the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse commence, Section 8.6(d) (with the exception of Section 8.6(d)(i)(A)) shall apply as if the Surviving Spouse were the Participant.

(ii) The Beneficiary may elect to receive payment of the Plan Benefit as a lump sum or in annual, monthly or quarterly installment payments.

(iii) If the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022 and before the entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed within 10 years of the Beneficiary's death.

(e) <u>Death of a Participant Occurring on or Prior to December 31, 2021, After the Required Beginning Date, and After Commencement of Distributions</u>. If, prior to December 31, 2021, a Participant dies on or after the Required Beginning Date, but before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Designated Beneficiary or Default Beneficiary that is the Surviving Spouse, the longer of the remaining life expectancy of the Participant's Beneficiary and the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations; or

(ii) If the Participant does not have a Designated Beneficiary or if the Default Beneficiary is not a Surviving Spouse, the remaining life expectancy of the Participant determined in accordance with Section 1.409(a)(9)-5 of the Treasury Regulations;

provided, *however*, that if a Beneficiary so elects, the Participant's remaining Plan Benefit may be paid to the Beneficiary at any time in a lump sum so long as the entire Plan Benefit is paid at least as rapidly as it would be paid under Section 8.6(e)(i); and *provided, further,* that if the Beneficiary is an individual and is not an Eligible Beneficiary and the Participant dies before January 1, 2022, the remaining balance of the Plan Benefit must be distributed within the remaining life expectancy of the Beneficiary, and, if the Beneficiary dies after January 1, 2022 and before the entire Plan Benefit is distributed, the remaining balance of the Plan Benefit must be distributed within 10 years of the Beneficiary's death.

(f) Distributions After the Death of a Participant Occurring After December 31, 2021. If, after December 31, 2021, a Participant dies before his or her entire Plan Benefit is distributed to him or her, the unpaid portion of his or her Plan Account shall be distributed as follows:

(i) If the Participant has a Beneficiary who is an Eligible Beneficiary and an individual, the Eligible Beneficiary may receive distributions of the Beneficiary's unpaid portion of Plan Benefit over his or her remaining life expectancy determined in accordance with applicable Treasury Regulations, *provided* that, if the Eligible Beneficiary dies, any remaining benefits must be distributed to his or her Beneficiary within 10 years of the Eligible Beneficiary's death; and *provided*, *further*, that, if the Eligible Beneficiary is a minor child, any remaining benefits must be distributed within 10 years after such child reaches the age of majority; and

(ii) If the Participant has a Beneficiary who is not an Eligible Beneficiary but is an individual, the Beneficiary shall receive distribution of the Beneficiary's unpaid portion of the Plan Benefit in its entirety within 10 years following the date of the Participant's death; or

(iii) If the Participant has a Beneficiary who is not an individual, the Beneficiary shall receive distribution of the Beneficiary's unpaid portion of the Plan Benefit in its entirety within five years following the date of the Participant's death.

(g) Alternate Payee Accounts. In the case of any Alternate Payee Account, payments to the Alternate Payee must be made in accordance with the Plan and Section 401(a)(9) of the Code.

(h) 2020 Waiver. Notwithstanding anything to the contrary in Section 8.6, whether a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), will receive those distributions as determined in accordance with the option chosen by the employer in Schedule B. Notwithstanding the option chosen by the employer in Schedule B, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. In addition, notwithstanding Section 8.4, and solely for purposes of applying the direct rollover provisions of the plan, certain additional distributions in 2020, as chosen by the employer in Schedule B, will be treated as eligible rollover distributions. If no election is made by the employer in the adoption agreement, a direct rollover will be offered only for distributions that would be eligible rollover distributions in the absence of section 401(a)(9)(I) of the Code. To the extent there is a conflict between this Section 8.6(h) of the Plan and Section 401(a) of the Code, the provisions of the Code shall prevail.

8.7 Special Proceeds. If the Plan receives Special Proceeds (as defined below) that are allocable to an Account Participant who has received a final distribution of his or her entire Plan Benefit, then the Plan shall distribute such Special Proceeds to the former Participant, Beneficiary, or Alternate Payee (or in accordance with Section 9.2, if the Participant is deceased and no Beneficiary designation was in effect at the time of the Participant's death, or to the estate of Beneficiary or Alternate Payee, as applicable, if such person is deceased) in a lump sum as soon as practicable after the Plan receives such Special Proceeds unless, at the time of such mandatory distribution, the value of such distribution would exceed $1,000. For purposes of Section 8.7, "Special Proceeds" means amounts attributable to a settlement of any dispute or controversy related to any of the assets previously attributable to any Account of the former Participant, Beneficiary, or Alternate Payee or any other amounts allocable under the Plan to a former Participant, Beneficiary, or Alternate Payee relating to an adjustment to the amount or value of any such Account.

8.8 In-Plan Rollover to Roth Account.

(a) A Participant who has not severed employment or a spousal Alternate Payee would be permitted to have all or any portion of the Participant's Plan Benefit not otherwise distributable under the Plan, and not attributable to Roth Contributions or outstanding loans, directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant or spousal Alternate Payee. After a Participant or spousal Alternate Payee has made an in-Plan rollover into a Roth Account, such Participant or spousal Alternate Payee may elect to take distributions from such Account in accordance with Sections 8.1 or 8.3.

(b) Upon any distribution event pursuant to which a Participant, a Beneficiary who is a Participant's Surviving Spouse or a spousal Alternate Payee would be permitted to have all or any portion of the Participant's Plan Benefit that qualifies as an Eligible Rollover Distribution rolled over into another Eligible Retirement Plan, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to have the portion of such Eligible Rollover Distribution that is not attributable to Roth Contributions or outstanding loans directly rolled over into a separately maintained Account within his or her Roth Account. Any such amounts will be included in gross income as if the distribution had been made to such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee. After a Participant, Beneficiary who is a Participant's Surviving Spouse or spouse Alternate Payee has made an in-Plan rollover into a Roth Account, such Participant, Beneficiary who is a Participant's Surviving Spouse or spousal Alternate Payee may elect to take distributions from such Account in accordance with any of the distribution options set forth in Section 8.1(c).

(c) The provisions in Section 8.8 shall be administered in accordance with procedures established by the Administrative Service Agency and shall be interpreted and administered in accordance with and subject to Section 402A(c)(4) of the Code and any rules, regulations or other guidance issued by the Internal Revenue Service in relation thereto.

SECTION 9
DESIGNATION OF BENEFICIARIES

9.1 Written Designation of Beneficiaries. Each Participant shall file with the Administrative Service Agency a written designation of one or more persons as the Designated Beneficiary who shall be entitled to receive the Plan Benefit, if any, payable under the Plan upon his or her death. A Participant may from time to time revoke or change his or her Designated Beneficiary designation without the consent of any prior Designated Beneficiary by filing a new written designation with the Administrative Service Agency. The last such designation received by the Administrative Service Agency "in good order" shall be controlling; *provided, however*, that no designation or change or revocation thereof shall be effective unless received by the Administrative Service Agency in good order prior to the Participant's death, and in no event shall it be effective as of a date prior to such receipt. For purposes of Section 9, a Beneficiary designation shall be deemed to be received in good order only if (i) it is in a written or electronic format acceptable to the Administrative Service Agency and (ii) the Administrative Service Agency can reasonably identify the Beneficiary or Beneficiaries named in the designation.

9.2 No Beneficiaries Designated; Death of a Beneficiary. (a) If no such Beneficiary designation is in effect at the time of a Participant's death, or if no designated Beneficiary survives the Participant, or if no designated Beneficiary can be located with reasonable diligence by the Administrative Service Agency, the payment of the Plan Benefit, if any, payable under the Plan upon the Participant's death shall be made by the Trustee from the Trust Fund to the Participant's Surviving Spouse, if any, or if the Participant has no Surviving Spouse, or the Surviving Spouse cannot be located with reasonable diligence by the Administrative Service Agency, then to the deceased Participant's estate (such Beneficiary hereinafter referred to as the "Default Beneficiary"). If the Administrative Service Agency is in doubt as to the right or entitlement of any person to receive such amount, the Administrative Service Agency shall inform the Committee and the Trustee, and the Trustee may retain such amount, without liability for any interest thereon, until the rights thereto are determined, or the Trustee may pay such amount into any court of appropriate jurisdiction or to any other person pursuant to applicable law and such payment shall be a complete discharge of the liability of the Trustee, Plan, Committee, Employer, Administrative Service Agency and Financial Organizations.

(b) If a Designated Beneficiary or Default Beneficiary dies after the death of the Participant but prior to receiving a complete distribution of the portion of the Plan Benefit that would have been paid to such Beneficiary had such Beneficiary's death not then occurred, then, for purposes of the Plan, the distribution that would otherwise have been received by such Beneficiary shall be paid to the Beneficiary's estate.

9.3 Surviving Spouse. Notwithstanding Section 9.2, a Beneficiary who is a Surviving Spouse of the Participant may designate a subsequent Designated Beneficiary, subject to the same filing requirements of Section 9.1, to the extent permitted under Section 401(a)(9) of the Code. To the extent such Surviving Spouse is not permitted or does not elect to designate a subsequent Designated Beneficiary pursuant to the preceding sentence, and the Surviving Spouse dies prior to receiving a complete distribution of the Plan Benefit that would have been paid to such Surviving Spouse had such Surviving Spouse's death not then occurred, then, for purposes of the Plan, the distribution that would otherwise have been received by such Surviving Spouse shall be paid to the Surviving Spouse’s estate.

SECTION 10
QUALIFIED DOMESTIC RELATIONS ORDERS

10.1 Qualified Domestic Relations Order. Payments with respect to a Participant's Plan Benefit may be made by the Trustee from the Trust Fund to one or more Alternate Payees pursuant to the terms of a Qualified Domestic Relations Order. Upon segregation of the assets payable to an Alternate Payee in an Alternate Payee Account or the payment of such benefits to the Alternate Payee, any such amounts paid or segregated shall no longer constitute part of the Participant's Plan Benefit. No liability whatsoever shall be incurred by the Committee, the Trustee, the Employer, the Administrative Service Agency, the Review Committee or any Financial Organization solely by reason of any act or omission undertaken in accordance with this section to comply with the terms of a Qualified Domestic Relations Order.

10.2 Suspension of Distributions During Claim Period. Subject to the discretion of the Administrative Service Agency or the Committee, no distribution of any Plan Benefit shall be permitted in any period during which a purported Qualified Domestic Relations Order claim, against all or part of such Plan Benefit, is being reviewed in accordance with the provisions of Section 11.8. If the Administrative Service Agency reasonably believes that a purported Qualified Domestic Relations Order against all or part of any Plan Benefit is likely to be asserted, the Committee may refuse to permit any distribution of all or part of such Plan Benefit pending determination of such claim.

SECTION 11
ADMINISTRATION

11.1 Plan Administration. Except as otherwise provided herein, the operation and administration of the Plan shall be the responsibility of the Committee and the Committee shall have all of the broad, general authority necessary or advisable to operate and administer the Plan. The Committee shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out its responsibilities under the Plan. All determinations of the Committee as to any question involving its responsibilities under the Plan, including, interpretation of the Plan or as to any discretionary actions to be taken under the Plan, shall be solely in the Committee's discretion and shall be final, conclusive and binding on all parties.

11.2 Committee Powers and Duties. Without limiting the generality of the foregoing, the Committee shall have the following powers and duties:

(a) to require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefit under the Plan;

(b) to make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;

(c) to interpret the Plan and to resolve ambiguities, inconsistencies and omissions in the terms of the Plan or any document related to the Plan;

(d) to decide all questions concerning the Plan and the eligibility of any Employee or other individual to participate in the Plan;

(e) to determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan;

(f) to enlarge or diminish any applicable time period set forth in the Plan, subject to applicable law; and

(g) to determine the methods and procedures for the implementation and use of any automated telephone, computer, internet, intranet or other electronic or automated system adopted by the Committee for purposes of Plan administration, including, for receiving and processing enrollments and instructions with respect to the investment of assets allocated to an Account Participant's Accounts and for such other purposes as may be designated from time to time.

11.3 Limitation of Liability. Except as may be prohibited by applicable law, neither the Committee nor any member thereof shall be liable for (a) anything done or omitted to be done by it or by them unless the act or omission claimed to be the basis for liability amounted to a failure to act in good faith or was due to gross negligence or willful misconduct; (b) the payment of any amount under the Plan; or (c) any judgment or reasonable mistake of fact made by it or on its behalf by a member of the Committee. No member of the Committee shall be personally liable under any contract, agreement, bond or other instrument made or executed by him or her or on his or her behalf in connection with the Plan or Trust Fund.

11.4 Trustee. The Trustee shall have responsibility for the custody and safekeeping of the assets of the Plan and the Trust Fund and the valuation of such assets in accordance with the terms of the Trust Agreement and, in conjunction with the Administrative Service Agency, shall be responsible for implementing the aggregated investment decisions of Participants and beneficiaries by allocating the Plan assets to the various Investment Options. The Committee shall periodically review the performance and methods of the Trustee and the Committee may, subject to the terms of the Trust Agreement, appoint and remove or change the Trustee at any time for any reason or for no stated reason. If the Trust Agreement so provides, the Trustee may also serve as the Administrative Service Agency and perform the record keeping services normally performed by a third party Administrative Service Agency or may provide the services normally provided by a Financial Organization, *provided* that the Trustee otherwise qualifies as an Administrative Service Agency or a Financial Organization, as the case may be.

11.5 Financial Organizations. The Committee shall have the power to appoint or remove one or more Financial Organizations and to delegate to such Financial Organization(s) authority and discretion to manage (including the power to acquire and dispose of) the assets of the Plan and Trust Fund in accordance with the Regulations and the Plan. The Committee shall periodically review the performance and methods of such Financial Organization(s). The Committee has the right to (i) replace any Financial Organization or Investment Option with a successor Financial Organization or Investment Option or (ii) to select any additional Financial Organization or Investment Option.

11.6 Delegation. The Committee may delegate its general authority as it deems appropriate in accordance with the terms of the Plan and all applicable Code sections; *provided, however,* that such delegation shall be subject to revocation at any time at the discretion of the Committee. Notwithstanding any other provision of the Plan, the Committee's general authority shall include the right to review, revise, modify, revoke, or vacate any decision made or action taken by any party under the Plan to whom authority of the Committee has been delegated or to whom authority with respect to the administration of the Plan or the custody and investment of the assets of the Trust Fund has been delegated or assigned under the terms of the Plan, by the Committee or otherwise. The rights of the Committee under Section 11.6 include, the right to review, revise, modify, revoke, or vacate any decision of the Administrative Service Agency or the Review.

11.7 Plan Expenses.

(a) Assessment Against the Trust Fund. Subject to 11.7(b), the expenses of administering the Plan, including (i) the fees and expenses of the Financial Organizations and Administrative Service Agency for the performance of their duties under the Plan, including any fees and expenses associated with a change, termination or addition of an Investment Option, (ii) the fees, if any, of any member of the Committee and any Trustee and the expenses incurred by the Committee or any of its members or any Trustee in the performance of their duties under the Plan (including reasonable compensation for any legal counsel, certified public accountants, consultants, and agents, employees of the Committee and cost of services rendered in respect of the Plan and the Trust Agreement (as provided therein)), and (iii) all other proper charges and disbursements of the Financial Organizations, Administrative Service Agency, the Committee or its members (including settlements of claims or legal actions approved by counsel to the Plan) or any Trustee shall be allocated to and paid out of the assets of the Trust Fund in accordance with such allocation and payment procedures as the Committee shall establish from time to time. The Committee is authorized to levy a fee against the Accounts of Account Participants for the purpose of paying some or all of such expenses, except where the Employer elects to pay such expenses directly; *provided*, *however*, that any such fees shall be levied on a pro-rata basis from the Account Participant's various Accounts at any given time, including Before-Tax Deferral Accounts, Roth Accounts (to the extent applicable), Rollover Accounts not relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program, and Rollover Accounts relating to Rollover Contributions of amounts from a Qualified Roth Contribution Program.

(b) Investment Expenses. Unless the Committee determines otherwise, brokerage fees, transfer taxes and any other expenses incident to the purchase or sale of securities for any Investment Option shall be deemed to be part of the cost of such securities, or deducted in computing the proceeds therefrom, as the case may be. The Administrative Service Agency shall appropriately deduct any taxes assessed in respect of any assets held, income received, or transactions effected under any Investment Option proportionately against any Accounts that are invested in such Investment Option.

11.8 Review of Claims.

(a) Initial Claim of Rights or Benefits and Review. Any claim to rights or benefits under the Plan, including, any purported Qualified Domestic Relations Order, or request for an Unforeseeable Emergency Withdrawal must be filed in writing with the Committee, or with such other entity as the Committee may designate. Within sixty days after receipt of such claim, the Committee, or such other entity designated by the Committee, shall notify the claimant and, if such claimant is not the Account Participant, any Account Participant against whose Plan Benefit the claim is made, that the claim has been granted or denied, in whole or in part. Notice of denial of any claim in whole or in part by the Committee, or by such other entity designated by the Committee, shall include the specific reasons for denial and notice of the rights granted by Section 11.8.

(b) Review of Decision. Any claimant or Account Participant who has received notice of denial or grant, in whole or in part, of a claim made in accordance with the foregoing Section 11.8(a) may file a written request within thirty days of receipt of such denial for review of the decision by the Review Committee. Within ninety days after receipt of such request for review, the Review Committee shall notify the claimant and, as applicable, the Account Participant, that the claim has been granted or denied, in whole or in part; *provided*, *however*, that the Review Committee may in its discretion extend such period by up to an additional 120 days upon notice to the claimant and, as applicable, the Account Participant, prior to expiration of the original ninety days that such additional period is needed for proper review of the claim. Notice of denial of any claim in whole or in part by the Review Committee shall include the specific reasons for denial and shall be final, binding and conclusive on all interested persons for all purposes.

11.9 Advisers. The Committee shall arrange for the engagement of legal counsel and certified public accountants, who may be counsel or accountants for the Employer, and other consultants, including an investment adviser, and make use of agents and clerical or other personnel, for purposes of this Plan. The Committee may rely upon the written opinions of counsel, accountants and consultants, and upon any information supplied by the Trustee, a Financial Organization or Administrative Service Agency appointed in accordance with the Regulations.

11.10 Limitation on Committee Power. No member of the Committee shall be entitled to act on or decide any matters relating solely to such member or any of his or her rights or benefits under the Plan.

11.11 Committee Action. All actions of the Committee shall be taken at a public meeting in accordance with Article 7 of the Public Officers Law. The Committee shall establish its own procedures and the time and place for its meetings and provide for the keeping of minutes of all meetings.

11.12 General Requirements. Notwithstanding any other provision hereof, the Plan shall at all times be operated in accordance with the requirements of applicable law, including, the Regulations.

SECTION 12
AMENDMENT OR TERMINATION

12.1 Power to Amend and Terminate. Subject to any requirements of State or federal law, the Employer reserves the right at any time and with or without prior notice to any person to amend, suspend or terminate the Plan, to eliminate future deferrals and contributions for existing Participants, or to limit participation to existing Participants, in whole or in part and for any reason and without the consent of any Employee, Account Participant, Beneficiary or other person. No amendment, suspension or termination of any provisions of the Plan or any deferrals or contributions thereunder, the Trust Agreement or any Investment Option may be made retroactively, unless such retroactivity is allowed under State law, the Code and other applicable law.

12.2 Termination of Plan. Upon any action by the Employer to initiate a Plan termination, the Employer shall permit no further deferrals or contributions of Compensation under the Plan, and the Plan termination shall become effective upon the distribution of all Plan Benefits. After taking an action to initiate a Plan termination, the Employer may distribute all Plan Benefits to Account Participants or the Employer may provide that Plan Benefits and other interests in the Trust Fund shall continue to be payable as provided in the Plan. Any distributions, transfers or other dispositions of the Plan Benefits as provided in the Plan shall constitute a complete discharge of all liabilities under the Plan. The Committee and the Trustee(s) shall remain in existence and the Trust Agreement and all of the provisions of the Plan that the Employer determines are necessary or advisable for the administration and distribution, transfer or other disposition of interests in the Trust Fund shall remain in force.

SECTION 13
GENERAL LIMITATIONS AND PROVISIONS

13.1 Plan Binding on Account Participants. The Plan, as duly amended from time to time, shall be binding on each Account Participant and his or her Surviving Spouse, heirs, administrators, trustees, successors, assigns, and Beneficiaries and all other interested persons.

13.2 No Right to Employment. Nothing contained herein shall give any individual the right to be retained in the employment of the Employer or affect the right of the Employer to terminate any individual's employment. The adoption and maintenance of the Plan shall not constitute a contract between the Employer and any individual or consideration for, or an inducement to or condition of, the employment of any individual.

13.3 Incapacitation or Incompetence. If the Administrative Service Agency shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs, is a minor, or has died, then any payment due to such person or his or her estate (unless a prior claim therefor has been made by a Beneficiary, Surviving Spouse or duly appointed legal representative or the time period during which a Beneficiary or Surviving Spouse could make a claim under the Plan has not elapsed) may, if the Administrative Service Agency so elects, be paid to his or her spouse, a child, a relative, or any other person maintaining or having custody of such person otherwise entitled to payment or deemed by the Trustee to be a proper recipient on behalf of such person. Any such payment shall be a complete discharge of all liability under the Plan therefor.

13.4 No Alienation of Plan Benefits. Except insofar as may otherwise be required by a Qualified Domestic Relations Order or applicable law, no amount payable at any time under the Plan shall be subject in any manner to alienation by anticipation, sale, transfer, assignment, bankruptcy, pledge, attachment, garnishment, charge or encumbrance of any kind, and any attempt to so alienate such amount, whether presently or thereafter payable, shall be void.

13.5 Notices to the Committee. All elections, designations, requests, notices, instructions, and other communications from the Employer, an Employee, an Account Participant, or any other person to the Committee, Administrative Service Agency or the Employer required or permitted under the Plan shall be in such form as is prescribed by the Committee, shall be mailed by first class mail or delivered electronically in such a form and to such location as shall be prescribed by the Committee from time to time, and shall be deemed to have been given and delivered only upon actual receipt thereof at such location. Copies of all elections, designations, requests, notices, instructions and other communications from an Employee, a Participant, a Beneficiary, a Surviving Spouse or any other person to the Employer shall be promptly filed with the Administrative Service Agency in such a manner specified by the Administrative Service Agency.

13.6 Notices to Participants. All notices, statements, reports and other communications from an Employer, the Trustee or the Committee to any Account Participant, shall be deemed to have been duly given when delivered to, or when mailed by electronic delivery or other form of delivery approved by the Committee or by first class mail, postage prepaid and addressed to such Employee, Account Participant, Beneficiary, Surviving Spouse or other person at his or her address last appearing on the records of the Administrative Service Agency, the Trustee or the Employer.

13.7 Trust Sole Source of Plan Benefits. The Trust Fund shall be the sole source of benefits under the Plan and, except as otherwise required by applicable law, neither the Committee, the Employer nor any officer or employee of an Employer assume any liability or responsibility for payment of such benefits, and each Account Participant, his or her spouse or Beneficiary, or other person who shall claim the right to any payment under the Plan shall be entitled to look only to the Trust Fund for such payment and shall not have any right, claim or demand therefor against the Committee or any member thereof, the Employer, or any officer or employee of an Employer. Nothing in Section 13.7 shall relieve an Employer of its obligation to defer or contribute Amounts Deferred or Contributed to the Trust Fund within two Business Days after the applicable payroll date, in the manner contemplated by Section 4.1.

13.8 Account Assets and Account Vesting.

(a) Account Assets Held in Trust Fund. The entire value of each Account for each Account Participant shall be held in the Trust Fund pursuant to the Trust Agreement for the exclusive benefit of the applicable Account Participant and for paying reasonable expenses of the Plan and of the Trust Fund pursuant to Section 11.7 and no part of the Trust Fund shall revert to any Employer; *provided*, *however,* that the setting-aside of any amounts to be held in the Trust Fund is expressly conditioned upon the following: If an amount is set aside to be held in the Trust Fund by an Employer in a manner which is inconsistent with any of the requirements of Section 457(b) of the Code, such amount shall be returned to such Employer prior to the first day of the first Plan Year commencing more than 180 days after the date of notification of such inconsistency by the Secretary of the Treasury. Any amounts so returned to the Employer, and the earnings thereon, shall be remitted to the Participants on whose behalf such amounts were set aside.

(b) Vesting. Each Account Participant shall be 100 percent vested at all times in his or her Plan Benefit.

13.9 Several Liability. The duties and responsibilities allocated to each person under the Plan and the Trust Agreement shall be the several and not joint responsibility of each, and no such person shall be liable for the act or omission of any other person.

13.10 Interpretation. (i) The term "including" means by way of example and not by way of limitation, and (ii) the headings preceding the sections hereof have been inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provisions hereof.

13.11 Construction. The Plan and all rights there under shall be governed by and construed in accordance with the Code and the laws of the State.

SCHEDULE A

Effective date of last completion or amendment of this Schedule A: __________________

Instructions

This Schedule A and all later amendments to this Schedule A are part of the Plan document and should remain attached to the Plan document.

Schedule A is used by the Committee (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule A must be completed by the Committee in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule A is later amended by the Committee.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Committee Elections – Optional Plan Provisions

3.1(c) ROTH PROGRAM

Section 3.1(c) of the Plan permits Roth Contributions only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Roth Contributions will not be permitted under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

The Plan shall maintain a Roth Program under which Participants may make Roth Contributions to the Plan, which Roth Contributions will be made and separately accounted for in compliance with the relevant provisions of the Plan and the Code.

☐ YES

☐ NO

Effective date: __________________

8.8 IN-PLAN ROLLOVER TO A ROTH ACCOUNT

Section 8.8 of the Plan permits Roth Contributions only if the Committee has checked YES above (permitting a Roth Program) and checked YES below allowing amounts that otherwise qualify as Eligible Rollover Distributions not attributable to Roth Contributions to be directly contributed to a Roth Account under the Plan. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that Eligible Rollover Distributions may not be directly rolled over to a Roth Account under the Plan or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

To the extent the Committee has resolved to implement and maintain a Roth Program pursuant to Section 3.1(c) of Schedule A, a Participant may elect to have the portion of his or her Plan Benefit that is not attributable to Roth Contributions or outstanding loans directly rolled over into a Roth Account in the Plan.

☐ YES (do not check YES unless Roth Program is in effect)

☐ NO

Effective date: _______________

3.1(e) SUSPENSION OF DEFERRALS AND CONTRIBUTIONS FOLLOWING AN UNFORESEEABLE EMERGENCY WITHDRAWAL

Section 3.1(e) of the Plan allows the Employer automatically to suspend deferrals and contributions for six months following the date a Participant receives an Unforeseeable Emergency withdrawal only if the Committee checks YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO below to indicate that a suspension of deferrals and contributions will <u>not</u> be required or, at a later time, to change prospectively (as of a specified effective date) a prior election under this section.

A Participant's deferrals and contributions will be suspended for a period of six months following a distribution due to an Unforeseeable Emergency withdrawal.

☐ YES

☐ NO

Effective date: _________________

7.2(b) AUTOMATIC DISTRIBUTION OF SMALL ACCOUNTS FOLLOWING A SEVERANCE FROM EMPLOYMENT

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances following a Severance from Employment only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution will occur following a Severance from Employment or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account as soon as practicable following the Participant's Severance from Employment.

☐ YES
☐ NO
Effective date: ________________

7.2(b) AUTOMATIC DISTRIBUTION OF INACTIVE SMALL ACCOUNTS

Section 7.2(b) of the Plan allows the Employer to automatically distribute certain small account balances in inactive accounts only if the Committee has checked YES below <u>and</u> indicated the small account amount below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no automatic distribution of inactive small accounts will occur or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

7.2(b) <u>Automatic Distributions after a Severance from Employment</u>.

With respect to a Participant or an Alternate Payee whose Account or Alternate Payee Account does not exceed the amount set forth in Section 7.2(a) of the Plan, upon an Account Participant's Plan Benefit falling below $________, ***[Insert any whole dollar amount up to the dollar limit under Section 411(a)(11)(A) of the Code]*** to the extent that the requirements of Section 7.2(a) of the Plan are met, the Committee shall direct the automatic distribution of the Participant's Account and Rollover Account or the Alternate Payee's Alternate Payee Account in accordance with 7.2(b) of the Plan.

☐ YES (do not check YES unless a permissible amount is specified above)

☐ NO

Effective date: ________________

7.3 PLAN LOANS FOR ACTIVE EMPLOYEES

Section 7.3(a) of the Plan allows active Employees to request a Plan loan only if the Committee has checked YES below. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted or, at a later time, prospectively (as of a specified effective date) to change a prior election under this section.

If the Committee elects "YES" under Section 7.3, the Committee must also make an election as to the source of Plan loans under Section 7.3(e).

Participants who are active Employees shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

☐ YES (requires an election regarding the source under 7.3(e))

☐ NO

Effective date: ___________________

7.3(a) PLAN LOANS FOR PARTICIPANTS ON AN APPROVED LEAVE OF ABSENCE

Section 7.3(a) of the Plan allows Participants who are on an approved leave of absence to be eligible to request a Plan loan only if the Committee has checked YES above (permitting Plan loans for active Employees) and checked YES below extending the loan provisions to Participants on an approved leave of absence. The Committee must also indicate below the effective date of this election. The Committee should check NO to indicate that no Plan loans will be permitted for Participants on an approved leave of absence or, at a later time, prospectively to change (as of a specified effective date) a prior election under this section.

Participants who are on an approved leave of absence from their Employer shall be eligible to request a Plan loan and may be granted a loan pursuant to the requirements of Section 7.3 of the Plan.

☐ YES (do not check YES unless Plan Loans are authorized for active Employees)

☐ NO

Effective date: ___________________

7.3(e) SOURCE OF PLAN LOANS

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee elects to permit Plan loans under Section 7.3, the Plan document states that the Committee must elect the source of Plan loans from the options set forth below. Only <u>one</u> option may be elected.

☐ Plan loans shall be made solely from the Before Tax Deferral Account or, if applicable, Rollover Accounts relating to Rollover Contributions of before tax deferrals; or

☐ Plan loans shall be made pro rata (based on the balance in the Participant's Before Tax Deferral Account and Rollover Account relating to Rollover Contributions of before tax deferrals) from (i) the Before Tax Deferral Account or, if applicable, the Rollover Accounts relating to Rollover Contributions of before tax deferrals; and (ii) the Roth Account; or

☐ Participants shall elect whether to have a Plan loan made (i) entirely from such Participant's Before Tax Deferral Account and, if applicable, Rollover Accounts relating to Rollover Contributions of before tax deferrals; or (ii) pro rata (based on the balance in the Before Tax Deferral Account and Rollover Account relating to Rollover Contributions of before tax deferrals) from (A) the Before Tax Deferral Account or, if applicable, the Rollover Accounts relating to Rollover Contributions of before tax deferrals; and (B) the Roth Account.

7.3(f) DURATION OF LOAN GRACE PERIOD

Section 7.3 of the Plan allows the Committee to permit Plan loans (see elections above). If the Committee permits Plan loans, the Plan document states that, unless the Committee makes an election below, any such loan will be in default if a Participant fails to make a required loan repayment within 90 days following the due date for such repayment. The Plan document refers to this period as the "Loan Grace Period."

Section 7.3 of the Plan allows the Committee to specify a shorter Loan Grace Period by indicating a period of fewer than 90 days below and by indicating that such election will apply to Plan loans made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) a different Loan Grace Period by making a new election under this section.

The Loan Grace Period for purposes of Section 7.3(f) shall be __________ days ***[a number of days greater than 0 but less than 90]*** following the due date of a Participant's scheduled loan repayment.

Effective date: _________________

8.1(c)(i) and (iii) MINIMUM LUMP SUM AMOUNT

Sections 8.1 (c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the amount of a partial lump sum distribution cannot be less than $100. The Plan document refers to this amount as the "Minimum Lump Sum Amount."

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Minimum Lump Sum Amount by indicating a dollar amount below and by indicating that such Minimum Lump Sum Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Lump Sum Amount by inserting the "none" or "0" below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Lump Sum Amount by making a new election under this section.

The Minimum Lump Sum Amount shall be $______.

Effective date: __________________

8.1(c)(ii) MINIMUM INSTALLMENT AMOUNT

Section 8.1(c)(ii) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in periodic monthly, quarterly, semi-annual or annual installments. The Plan document states that, unless the Committee makes an election below, the amount of an installment distribution cannot be less than $100. The Plan document refers to this amount as the "Minimum Installment Amount."

Section 8.1(c)(ii) of the Plan allows the Committee to specify a different Minimum Installment Amount by indicating a dollar amount below and by indicating that such Minimum Installment Amount will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Minimum Installment Amount by inserting the "none" or "0" below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Minimum Installment Amount by making a new election under this section.

The Minimum Installment Amount shall be $______.

Effective date: _________________

8.1(c)(i) and (iii) MAXIMUM ANNUAL NUMBER OF PARTIAL DISTRIBUTIONS PER PLAN YEAR

Sections 8.1(c)(i) and (iii) of the Plan allow a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum. The Plan document states that, unless the Committee makes an election below, the maximum number of partial lump sum distributions in a Plan Year may not exceed 12. The Plan document refers to this amount as the "Maximum Annual Number of Partial Distributions."

Sections 8.1(c)(i) and (iii) of the Plan allow the Committee to specify a different Maximum Number of Partial Distributions per Plan Year by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Maximum Number of Partial Distributions for a Plan Year by making a new election under this section.

The Maximum Annual Number of Partial Distributions for each Plan Year shall be _________.

Effective date: ________________

8.1(e) DISTRIBUTION WAITING PERIOD

Section 8.1(e) of the Plan allows a Participant who is otherwise eligible for a distribution under the Plan to elect to receive that distribution in a total or partial lump sum or in installments. Section 8.1(e) of the Plan document also states that, unless the Committee makes an election below, a distribution will be delayed for 45 days if the distribution would result in the Participant having an account balance of less than $500. The Plan document refers to this period as the "Distribution Waiting Period."

Section 8.1(e) of the Plan allows the Committee to specify a different Distribution Waiting Period by indicating a different limit below and by indicating that such limit will apply to distributions made after the effective date specified below. The Committee may also indicate there is no Distribution Waiting Period by inserting the word "none" below. The Committee may, at a later time, indicate (as of a specified effective date) on a prospective basis a different Distribution Waiting Period for a Plan Year by making a new election under this Schedule A.

The Distribution Waiting Period shall be __________ days.

Effective date: ________________

SCHEDULE B

CARES Act and SECURE Act Optional Plan Provisions*

FOR PLANS COMPLETING AND ADOPTING THIS SCHEDULE B FOR THE FIRST TIME, THE RELATED AMENDMENTS TO THE GOVERNING PLAN DOCUMENT SHOULD ALSO BE ADOPTED.

Effective date of last completion or amendment of this Schedule B:__________________

Instructions

This Schedule B and all later amendments to this Schedule B are part of the Plan document and should remain attached to the Plan document.

Schedule B is used by the Employer (1) TO ACTIVATE or TERMINATE optional Plan provisions described below, (2) TO MODIFY the default provisions of the Plan described below or (3) TO INDICATE that the default provisions described below will continue to apply under the Plan.

Each section of this Schedule B must be completed by the Employer in connection with the adoption of this amendment and restatement of the Plan. All selections made shall remain effective until this Schedule B is later amended by the Employer.

All section references refer to the corresponding sections of the Plan and all defined terms have the meanings ascribed to them in the Plan.

Employer Elections – Optional CARES Act and SECURE Act Plan Provisions

7.3(i) CARES ACT PLAN LOANS FOR QUALIFIED PARTICIPANTS

Section 7.3(i) of the Plan allows the Employer to permit Qualified Participants to request a CARES Act Plan loan. If adopted, the provision applies to CARES Act loans made to Qualified Participants from March 27, 2020 to September 23, 2020. Unless the Employer designates a lower amount below, the maximum loan amount shall be capped as described in Section 7.3(i) of the CARES Act. Check YES to indicate that CARES Act loans will be permitted. Check NO to indicate that no CARES Act Plan loans will be permitted. Only <u>one</u> option may be elected.

Loan-eligible Participants who are Qualified Participants shall be eligible to request a CARES Act Plan loan and may be granted a loan pursuant to the requirements of Section 7.3(i) of the Plan.

☐ YES

☐ NO

If YES, the maximum loan amount shall be $______.

7.3(j) CARES ACT LOAN REPAYMENT DELAY

Section 7.3(j) of the Plan allows the Employer to permit repayment of certain Plan loans made to Qualified Participants to be delayed up to one year. If adopted, the provision applies to Qualified Participants with outstanding loans with repayment due between March 27, 2020 and December 31, 2020. Check YES to indicate that changes to loan repayment schedules pursuant to the CARES Act will be permitted. Check NO to indicate that no changes to loan repayment schedules pursuant to the CARES Act will occur. Only <u>one</u> option may be elected.

Qualified Participants with an outstanding loan under the Plan may have the due date of such loan delayed pursuant to the requirements of Section 7.3(j) of the Plan.

☐ YES

☐ NO

7.5 CORONAVIRUS-RELATED DISTRIBUTIONS

Section 7.5 of the Plan allows the Employer to permit Coronavirus-Related Distributions. The Plan document states that, unless the Committee makes a different election below, the maximum distribution amount shall be $100,000, as capped by the CARES Act. If adopted, the provision applies to Coronavirus-Related Distributions made between January 1, 2020 and December 31, 2020. Check YES to indicate that Coronavirus-Related Distributions will be permitted. Check NO to indicate that Coronavirus-Related Distributions will not be permitted under the Plan. Only <u>one</u> option may be elected.

The Plan shall permit Coronavirus-Related Distributions, pursuant to Section 7.5 of the Plan, in compliance with the relevant provisions of the Plan and the CARES Act.

☐ YES
☐ NO
The maximum distribution amount shall be $______.

7.6 DISTRIBUTION FOR A NEW CHILD

Section 7.6 of the Plan allows the Employer to permit penalty-free distributions for a new child. If adopted, the provision applies to Distributions for a New Child made after December 31, 2019. Check YES to indicate that Distributions for a New Child will be permitted. Check NO to indicate that Distributions for a New Child will not be permitted under the Plan. Only <u>one</u> option may be elected.

The Plan shall permit distributions for a new child as of the operational effective date described below, pursuant to Section 7.6 of the Plan, in compliance with the relevant provisions of the Plan and the SECURE Act.

☐ YES

☐ NO

8.1(a) ELIGIBILITY FOR DISTRIBUTION

Section 8.1(a) of the Plan provides for the minimum age for in-service distributions to Participants. The Plan document states that, unless the Employer elects a different minimum age below, which shall be no lower than age 59½, the minimum age for in-service distributions shall be 70½. If adopted, the provision applies to distributions made after December 31, 2019. Check YES to indicate that the minimum age for in-service distributions will be changed to the age elected below. Check NO to indicate that no changes will be made to the minimum age for in-service distributions. Only one option may be elected.

☐ YES

The minimum age for in-service distributions shall be _____.

☐ NO

8.6(h) 2020 RMDS

Section 8.6(h) of the Plan provides for the waiver of required minimum distributions for calendar year 2020 and allows the employer to choose whether a Participant or Beneficiary will receive 2020 RMDs. If adopted, the provision applies to required minimum distributions for the period between January 1, 2020 and December 31, 2020. Only one option may be elected.

☐ A Participant or Beneficiary who would have been required to receive a 2020 RMD will receive this distribution unless the Participant or Beneficiary chooses not to receive the distribution; or

☐ A Participant or Beneficiary who would have been required to receive a 2020 RMD will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution.

Section 8.6(h) also provides for the treatment of certain distributions in 2020 as eligible rollover distributions. Check one or none.

☐ 2020 RMDs (as defined in the Plan);

☐ 2020 RMDs and Extended 2020 RMDs (both as defined in the Plan); or

☐ 2020 RMDs (as defined in the Plan), but only if paid with an additional amount that is an eligible rollover distribution without regard to section 401(a)(9)(I).

RESOLUTION NO. 97 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT:	Supervisor	Peter G. Crummey
	Councilwomen	Danielle Futia
		Melissa Jeffers
		Jill Penn
	Councilmen	Rick Field, Sr.
		Alvin Gamble
		Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution amending Resolution No. 579 of 2022 authorizing the Supervisor to enter into agreements in connection with the Town Attorney's Office operations for 2023.

BE IT RESOLVED that Resolution No. 579 of 2022 be amended; and

BE IT FURTHER RESOLVED that the Supervisor be, and hereby is, authorized to enter into agreements for legal and expert services for litigation matters and counsel services in connection with the Town Attorney's Office operations for 2023:

Bailey, Johnson & Peck, P.C.

Cooper Erving & Savage, LLP

CHA Consulting, Inc.

Tabner, Ryan & Keniry, LLP

Featherstonhaugh, Wiley & Clyne, LLP

Goldberger & Kremer

Harris Beach, PLLC

BE IT FURTHER RESOLVED that such agreements are subject to the review and approval of the Town Attorney's Office.

RESOLUTION NO. 98 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution designating one permanent and one alternate member to the represent the Town on the Stormwater Coalition of Albany County.

WHEREAS, the Town of Colonie ("Town") is a designated operator of a Municipal Separate Storm Sewer System ("MS4") subject to certain state and federal regulatory obligations; and

WHEREAS, the Stormwater Coalition of Albany County ("Coalition") is an intermunicipal organization designed to protect water quality, manage stormwater, foster cooperation between municipalities, and provide for the provision of joint services related to compliance with the requirements of the MS4 program established under state and federal law; and

WHEREAS, the Town Board of the Town of Colonie ("Town Board") previously, by Resolution No. 413 of 2022 and dated September 15, 2022, authorized the Supervisor to enter into an intermunicipal agreement with the Coalition effectuating the Town's membership in the Coalition; and

WHEREAS, the intermunicipal agreement between the Town and the Coalition requires the Town to designate one (1) permanent and one (1) alternate representative to serve on the Board of Directors of the Coalition; and

WHEREAS, the Department of Public Works has recommended that, based on their job titles and job functions, and particular experience handling the Town's obligations with respect to stormwater management, Matthew McGarry, as Commissioner of Public Works, and Zach Harrison, as Stormwater Management Officer for the Town, serve as the permanent and alternate representatives to the Board of Directors of the Coalition; and

WHEREAS, the Town Board has evaluated such recommendation and agrees that Mr. McGarry and Mr. Harrison possess the requisite experience and expertise to serve as the permanent and alternate representatives to the Board of Directors of the Coalition, and that designation of such representatives is in the best interest of the Town and will assist the Town in meeting its federal and state regulatory obligations relative to its status as designated operator of an MS4;

NOW THEREFORE BE IT RESOLVED that Matthew McGarry is hereby designated to serve as the Town's permanent representative to the Board of Directors of the Coalition; and

BE IT FURTHER RESOLVED that Zach Harrison is hereby designated to serve as the Town's alternate representative to the Board of Directors of the Coalition; and

BE IT FURTHER RESOLVED that the Town, including its employees and staff, are authorized to complete any documentation required to effectuate such resolution.

RESOLUTION NO. 99 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing payment in the amount of $202.25 to Kate Shellard in connection with a claim submitted by Ms. Shellard on December 5, 2022.

WHEREAS, Kate Shellard, submitted a Notice of Claim to the Town Attorney's Office on December 5, 2022, seeking reimbursement in the amount of $202.25 for funds expended in connection with certain repairs to her vehicle following an incident on November 30, 2022, whereby Ms. Shellard's vehicle was damaged after allegedly coming into contact with a large pothole on Old Loudon Road; and

WHEREAS, the Notice of Claim was referred to the Department of Public Works for investigation; and

WHEREAS, as a result of such investigation, the Department of Public Works determined that: (a) the roadway where the incident is alleged to have occurred is owned and maintained by the Town of Colonie; (b) a water main break had occurred on November 29, 2022 at 305 Old Loudon near the location where Ms. Shellard's vehicle was allegedly damaged; and (c) the incident described in Ms. Shellard's claim likely occurred while repair of the roadway was ongoing by the Town; and

WHEREAS, pursuant to such investigation, the Department of Public Works has recommended that Ms. Shellard's claim be paid; and

WHEREAS, the recommendation of the Department of Public Works was subsequently reviewed by the Town Attorney's Office, which concurred with such recommendation and agreed that Ms. Shellard's claim should be paid; and

WHEREAS, Ms. Shellard has executed a release waiving any further claims against the Town in connection with this incident;

NOW THEREFORE BE IT RESOLVED that payment of Ms. Shellard's claim is hereby authorized; and

BE IT FURTHER RESOLVED that Town employees and/or staff are authorized to complete any documentation required to effectuate the terms of this resolution.

RESOLUTION NO. 100 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to execute a contract with Janice Davis Design LLC for the design and installation of artwork in the Library Children's Room.

WHEREAS, certain renovations and improvements were recently completed at the William K. Sanford Town Library ("Library"); and

WHEREAS, in connection with such renovations and improvements, the Board of Trustees of the Library ("Trustees") desire to install certain artwork in and around the Library Children's Room ("Project"); and

WHEREAS, the Friends of the Library ("Friends"), working in connection with the Trustees, have determined that the Friends have the resources to support the Project such that it can be completed without cost to the Town; and

WHERAS, the Director of the Library, in connection with the Trustees and the Friends has evaluated various ways to complete the Project and has determined that the proposal submitted by Janice Davis Design LLC meets the requirements of the Library for the Project; and

WHEREAS, the Director of the Library has recommended that: (a) the Project be undertaken in order to continue to improve the experience for patrons of the Library, including residents of the Town; and (b) Janice Davis Design LLC be hired to complete the Project based on her portfolio of work and her experience and expertise with similar projects; and

WHEREAS, the Town Board has evaluated such recommendation and agrees that the Project will enhance the Library and enable the Library to better serve residents of the Town, that Janice Davis Design LLC possesses the requisite experience and expertise to complete the Project, and that it is in the best interest of the Town to utilize Janice Davis Design LLC to complete the Project;

NOW THEREFORE BE IT RESOLVED that the Supervisor be, and hereby is, authorized to execute an agreement with Janice Davis Design, LLC in connection with the Project; and

BE IT FURTHER RESOLVED that such agreement is subject to the review and approval of the Town Attorney's Office.

RESOLUTION NO. 101 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution calling a public hearing in connection with a proposed local law amending Chapter 189A of the Town Code.

WHEREAS, the Town Board of the Town of Colonie ("Town Board") is authorized to adopt and amend local laws; and

WHEREAS, in connection with such authority, the Town Board is considering certain amendments to Chapter 189A of the Code of the Town of Colonie to clarify the permitting requirements applicable to small cell wireless facilities and conform the requirements contained in the Code of the Town of Colonie with applicable federal requirements; and

WHEREAS, the Town Board has been presented with and has introduced a draft Local Law No. 8 of 2023, a copy of which is appended hereto; and

WHEREAS, the Town Board now desires to hold a public hearing regarding such amendments as required by law;

NOW THEREFORE BE IT RESOLVED that a public hearing be, and it hereby is, scheduled for February 2, 2022 at 7:00 PM in Memorial Town Hall in connection with a proposed local law amending Chapter 189A of the Code of the Town of Colonie.

RESOLUTION NO. 102 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the Supervisor to enter into a Service Agreement with TK Elevator in connection with the maintenance of elevators at various Town sites for the year 2023.

WHEREAS, TK Elevator will maintain elevators at various Town sites for the year 2023 at a cost not to exceed $11,900.00;

BE IT RESOLVED that the Supervisor be, and hereby is, authorized to enter into a Service Agreement with TK Elevator in connection with the maintenance of elevators at various Town sites for the year 2023; and

BE IT FURTHER RESOLVED that such agreement is subject to the review and approval of the Town Attorney’s Office.

RESOLUTION NO. 103 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT:	Supervisor	Peter G. Crummey
	Councilwomen	Danielle Futia
		Melissa Jeffers
		Jill Penn
	Councilmen	Rick Field, Sr.
		Alvin Gamble
		Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution determining that the public benefit accompanying the board approval of the Planned Development District for Colonie Senior Services Centers, Inc. on September 21, 2021 is determined to be $350,000.

WHEREAS, Colonie Senior Services Centers, Inc. made application to the Town Board for an amendment to the Planned Development District approved by Local Law No. 11 of 2015 (Town Board Resolution 461 on 9/17/15) to add a project that consists of 99 senior apartments within the limits of the previously approved PDD; and

WHEREAS, the Town Board referred the project to the Planning Board for review and recommendation; and

WHEREAS, the Town Code providing for the creation of Planned Development Districts at section 190-71 [c](8) permits the requiring "of funding for significant amenities and/or open space on or off site"; and

WHEREAS, Town Code Section 190-65[D] dealing with establishing a PDD requires the Town Board's consideration of the health, safety and welfare of its residents; and

WHEREAS, on September 21, 2021, in its statement of findings the Planning Board recommended to the Town Board that the Colonie Senior Services Centers, Inc. contribute $176,700 as a public benefit for a future use to be determined by the Town Board.; and

WHEREAS, via Resolution No. 366 of 2021, on October 14, 2021 the Town Board approved a request to modify the PDD as recommended by the Planning Board; and

WHEREAS, that while such resolution approved the modification of the PDD, it remained silent on the public benefit recommendation; and

WHEREAS, as a result of increased senior housing in the Town the Town's Department of Senior Services has identified a need to increase and enhance senior programs by the Town; and

WHEREAS, the Colonie Senior Services Centers, Inc. and the Town Board mutually recognize that a public benefit of $350,000 is appropriate based upon the aforereferenced increase in senior needs by and within the Town;

NOW THEREFORE BE IT

RESOLVED, that the Town Board declares that the aforesaid public benefit recommended as part of the amended PDD be designated and segregated for the Town's senior programs; and be it further

RESOLVED, that the Town Board recognizes a public benefit value and contribution of $350,000 by Colonie Senior Services Centers, Inc. in conjunction with the PDD; and be it further

RESOLVED, that said payment be provided forthwith to the Town of Colonie.

RESOLUTION NO. 104 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the continued retention of professional services providers for Town matters begun prior to 2023.

BE IT RESOLVED that the continued retention of professional services providers for Town matters begun prior to 2023 be, and hereby are, authorized.

RESOLUTION NO. 105 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the undertaking of improvements to various Town facilities and the acquisition of various equipment, authorizing the issuance of serial bonds in an aggregate principal amount not to exceed $914,000 of the Town of Colonie, Albany County, New York, pursuant to the Local Finance Law to finance said purpose and delegating the power to issue bond anticipation notes in anticipation of the sale of such bonds to the Town Supervisor.

BE IT RESOLVED, by the Town Board of the Town of Colonie, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The specific purpose (hereinafter referred to as "purpose") to be financed pursuant to this resolution is the undertaking of improvements to and for various Town facilities and the acquisition of various equipment, which shall include: (a) the acquisition of police vehicles (9), (b) fleet garage utility truck, (c) fleet pool vehicles, (d) two (2) parks pick-up with plow, (e) golf course mower, (f) golf course tractor, and (g) the acquisition and installation of information services hardware and software upgrades, and any necessary site work and the acquisition and installation of equipment, machinery and apparatus related thereto. The maximum cost of said purpose will not exceed $914,000.

SECTION 2. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed $914,000 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 3. The Town is hereby authorized to undertake the improvements to and for various Town facilities and the acquisition of various equipment, including, but not limited to the following:

(a) (1) police vehicles (9), and (2) fleet pool vehicles, and any other directly or indirectly related equipment. The aggregate estimated maximum cost of said purpose will not exceed $562,000. It is hereby determined that said purpose is an object or purpose described in subdivision 77 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is three (3) years; and

(b) (1) fleet garage utility truck, (2) two (2) parks pick-up with plow, (3) golf course mower, (4) golf course tractor, and (5) the acquisition and installation of information services hardware and software upgrades, and any other directly or indirectly related equipment. The aggregate estimated maximum cost of said purpose will not exceed $352,000. It is hereby determined that said purpose is an object or purpose described in subdivision 32 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is five (5) years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will not be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town has determined that the undertaking of improvements to and for various Town facilities and the acquisition of various equipment is a "Type II" action that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

SECTION 12. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(a) (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(b) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 13. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 14. This resolution shall take effect immediately upon its adoption and is not subject to permissive referendum pursuant to Section 35.00b.(1) of the Local Finance Law.

RESOLUTION NO. 106 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing improvements to Town building HVAC systems, authorizing the issuance of serial bonds in an aggregate principal amount not to exceed $437,000 of the Town of Colonie, Albany County, New York, pursuant to the Local Finance Law to finance said purpose and delegating the power to issue bond anticipation notes in anticipation of the sale of such bonds to the Town Supervisor.

BE IT RESOLVED, by the Town Board of the Town of Colonie, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The specific purpose (hereinafter referred to as "purpose") to be financed pursuant to this resolution is the undertaking of improvements to and for the HVAC systems of various Town facilities, which shall include (a) public safety building generator upgrades; and (b) town facility cooling tower replacement. The aggregate estimated maximum cost of said purpose will not exceed $437,000.

SECTION 2. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed $437,000 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 3. It is hereby determined that said purpose is an object or purpose described in subdivision 13 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is fifteen (15) years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town has determined that improvements to Town facilities is a "Type II action" that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

SECTION 12. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(a) (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(b) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 13. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 14. This resolution is adopted subject to permissive referendum pursuant to Section 35.00 of the Local Finance Law.

RESOLUTION NO. 107 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the construction, reconstruction, renovation and installation of improvements to the Pure Waters District, authorizing the issuance of serial bonds in an aggregate principal amount not to exceed $2,623,000 of the Town of Colonie, Albany County, New York, pursuant to the Local Finance Law to finance said purpose and delegating the power to issue bond anticipation notes in anticipation of the sale of such bonds to the Town Supervisor.

BE IT RESOLVED, by the Town Board of the Town of Colonie, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The Town is hereby authorized to undertake the construction, reconstruction, renovation and installation of various capital improvements to the sewer systems in the Pure Waters District to include: (a) collection system rehabilitation; (b) the Mohawk View Water Pollution Control Plant equipment upgrades; (d) pump station rehabilitation; and (e) the acquisition of one (1) loader; together with necessary site work and the acquisition and installation of equipment, machinery and apparatus, and the acquisition of any related land and rights of way (hereinafter referred to as "purpose") for the foregoing purpose. The maximum cost of said purpose will not exceed $2,623,000.

SECTION 2. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed $2,623,000 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law and the cost of such improvement is to be paid by assessments upon benefitted real property in an area less than the area of said Town.

SECTION 3. It is hereby determined that:

(a) the construction, reconstruction, renovation and installation of various capital improvements to the sewer systems in the Pure Waters District in a maximum estimated cost not to exceed $2,478,000 to include: (1) collection system rehabilitation; (2) the Mohawk View Water Pollution Control Plant equipment upgrades; (3) pump station rehabilitation, are objects or purposes described in subdivision 4 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is forty (40) years; and

(b) (1) the acquisition of one (1) loader in a maximum estimated cost not to exceed $145,000; are objects or purposes described in subdivision 28 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is at fifteen (15) years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. Should the assessments upon benefitted real property be insufficient to pay the principal of and interest on such bonds, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town Supervisor is hereby authorized to execute and deliver in the name and on behalf of the Town a project financing agreement prepared by the New York State Environmental Facilities Corporation ("EFC") (the "SRF Project Financing Agreement"), if applicable. The Town Supervisor and the Town Clerk and all other officers, employees and agents of the Town are hereby authorized and directed for and on behalf of the Town to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby, including, but not limited to, the SRF Project Financing Agreement.

SECTION 12. The Town has determined that the construction, reconstruction, renovation and installation of various capital improvements described in this resolution to the sewer systems in the Pure Waters District to include (a) collection system rehabilitation; (b) the Mohawk View Water Pollution Control Plant equipment upgrades; (c) Pump Station rehabilitation; and (d) the acquisition of one (1) loader; together with necessary site work and the acquisition and installation of equipment, machinery and apparatus, and the acquisition of any related land and rights of way is an "Unlisted action" and that it will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

SECTION 13. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(a) (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(b) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 14. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 15. This resolution shall take effect immediately upon its adoption and is not subject to permissive referendum pursuant to Section 35.00b.(2) of the Local Finance Law.

RESOLUTION NO. 108 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the acquisition of various Town equipment for emergency services, authorizing the issuance of serial bonds in an aggregate principal amount not to exceed $606,750 of the Town of Colonie, Albany County, New York, pursuant to the Local Finance Law to finance said purpose and delegating the power to issue bond anticipation notes in anticipation of the sale of such bonds to the Town Supervisor.

BE IT RESOLVED, by the Town Board of the Town of Colonie, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The Town is hereby authorized to acquire various equipment (hereinafter referred to as "purpose"), for emergency services, which shall include, but not be limited to, the following: (a) two (2) ambulances, (b) EMS stretchers and stair chairs, and (c) one (1) EMS TSU. The aggregate estimated maximum cost of said purpose will not exceed $606,750.

SECTION 2. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed $606,750 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 3. It is hereby determined that said purpose is an object or purpose described in subdivision 27-a of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is ten (10) years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town has determined that the acquisition of various Town equipment for emergency services is a "Type II action" that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

SECTION 12. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(a) (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(b) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 13. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 14. This resolution is adopted subject to permissive referendum pursuant to Section 35.00 of the Local Finance Law.

RESOLUTION NO. 109 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the construction, reconstruction, renovation and installation of improvements to various storm sewer systems in the Town of Colonie, authorizing the issuance of serial bonds in an aggregate principal amount not to exceed $2,500,000 of the Town of Colonie, Albany County, New York, pursuant to the Local Finance Law to finance said purpose and delegating the power to issue bond anticipation notes in anticipation of the sale of such bonds to the Town Supervisor.

BE IT RESOLVED, by the Town Board of the Town of Colonie, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The Town is hereby authorized to undertake the construction, reconstruction, renovation, and installation of various improvements to the storm sewer systems located in the Town, including necessary site work and the acquisition and installation of equipment, machinery, and apparatus for the foregoing purpose. The maximum cost of said purpose will not exceed $2,500,000.

SECTION 2. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed $2,500,000 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 3. It is hereby determined that said purpose is an object or purpose described in subdivision 4 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is forty (40) years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town has determined that the construction, reconstruction, renovation and installation of various improvements to the storm sewer systems located in the Town, including necessary site work and the acquisition and installation of equipment, machinery and apparatus for the foregoing purpose is an "Unlisted action" and that it will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

SECTION 12. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(a) (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(b) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 13. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 14. This resolution is adopted subject to permissive referendum pursuant to Section 35.00 of the Local Finance Law.

RESOLUTION NO. 110 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the undertaking of improvements to various Town facilities, authorizing the issuance of serial bonds in an aggregate principal amount not to exceed $763,500 of the Town of Colonie, Albany County, New York, pursuant to the Local Finance Law to finance said purpose and delegating the power to issue bond anticipation notes in anticipation of the sale of such bonds to the Town Supervisor.

BE IT RESOLVED, by the Town Board of the Town of Colonie, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The specific purpose (hereinafter referred to as "purpose") to be financed pursuant to this resolution is the undertaking of improvements to and for various Town facilities, which shall include the (a) public safety building fuel island replacement; (b) public safety building flooring replacement; (c) town hall electronic message board/sign replacement; (d) public operations center flooring replacement; (e) public operations center card swipe systems replacement; (f) arrowhead building town clerk records storage area upgrades; (g) parks and recreation pool barn upgrades; and (h) town facility paving, and any necessary site work and the acquisition and installation of equipment, machinery and apparatus related thereto. The maximum cost of said purpose will not exceed $763,500.

SECTION 2. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed $763,500 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 3. The Town is hereby authorized to undertake improvements to various Town facilities (hereinafter referred to as "purpose"), including, but not limited to the following: (a) public safety building fuel island replacement; (b) public safety building flooring replacement; (c) town hall electronic message board/sign replacement; (d) public operations center flooring replacement; (e) public operations center card swipe systems replacement; (f) arrowhead building town clerk records storage area upgrades; (g) parks and recreation pool barn upgrades; and (h) town facility paving, and any necessary site work and the acquisition and installation of equipment, machinery and apparatus related thereto. The aggregate estimated maximum cost of said purpose will not exceed $763,500. It is hereby determined that said purpose is an object or purpose described in subdivision 35 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is five (5) years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will not be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the Town's “official intent” to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as “qualified tax-exempt bonds” in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town has determined that the undertaking of improvements to and for various Town facilities is a "Type II" action that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

SECTION 12. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(a) (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(b) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 13. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 14. This resolution shall take effect immediately upon its adoption and is not subject to permissive referendum pursuant to Section 35.00b.(1) of the Local Finance Law.

RESOLUTION NO. 111 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman **____________** offered the following resolution and moved its adoption:

Resolution authorizing replacement of Public Operations Center Fleet Maintenance garage roof, authorizing the issuance of serial bonds in an aggregate principal amount not to exceed $300,000 of the Town of Colonie, Albany County, New York, pursuant to the Local Finance Law to finance said purpose and delegating the power to issue bond anticipation notes in anticipation of the sale of such bonds to the Town Supervisor.

BE IT RESOLVED, by the Town Board of the Town of Colonie, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The specific purpose (hereinafter referred to as "purpose") to be financed pursuant to this resolution is the undertaking of the public operations center fleet maintenance garage roof replacement. The aggregate estimated maximum cost of said purpose will not exceed $300,000.

SECTION 2. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed $300,000 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 3. It is hereby determined that said purpose is an object or purpose described in subdivision 12(a)(2) of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is fifteen (15) years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town has determined that building reconstruction is a "Type II action" that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

SECTION 12. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(a) (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(b) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 13. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 14. This resolution is adopted subject to permissive referendum pursuant to Section 35.00 of the Local Finance Law.

RESOLUTION NO. 112 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the undertaking of various highway and street reconstruction and paving projects in the Town of Colonie, authorizing the issuance of serial bonds in an aggregate principal amount not to exceed $2,500,000 of the Town of Colonie, Albany County, New York, pursuant to the Local Finance Law to finance said purpose and delegating the power to issue bond anticipation notes in anticipation of the sale of such bonds to the Town Supervisor.

BE IT RESOLVED, by the Town Board of the Town of Colonie, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The Town is hereby authorized to finance the undertaking of various highway and street reconstruction and paving projects in the Town, including necessary equipment, machinery and apparatus and any site acquisition and improvement costs related thereto (hereinafter referred to as "purpose") for the foregoing purpose. The maximum cost of said purpose will not exceed $2,500,000.

SECTION 2. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed $2,500,000 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 3. It is hereby determined that the undertaking of various highway and street reconstruction and paving projects in the Town, including necessary equipment, machinery and apparatus and any site acquisition and improvement costs related thereto, is an object or purpose described in subdivision 20(b), 20(c) or 20(f) of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is at least ten (10) years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town has determined that the undertaking of various highway and street reconstruction and paving projects in the Town is a "Type II action" that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

SECTION 12. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(a) (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(b) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 13. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 14. This resolution is adopted subject to permissive referendum pursuant to Section 35.00 of the Local Finance Law.

RESOLUTION NO. 113 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing the acquisition of various Town highway and facilities machinery and apparatus, authorizing the issuance of serial bonds in an aggregate principal amount not to exceed $405,000 of the Town of Colonie, Albany County, New York, pursuant to the Local Finance Law to finance said purpose and delegating the power to issue bond anticipation notes in anticipation of the sale of such bonds to the Town Supervisor.

BE IT RESOLVED, by the Town Board of the Town of Colonie, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The Town is hereby authorized to acquire various machinery and apparatus for Town highway department and facilities maintenance uses (hereinafter referred to as "purpose"), including, but not limited to the following: (a) one (1) dual wheel dump truck; (b) one (1) loader; and (c) a 1 ton dump truck with a plow, and any other directly or indirectly related machinery and apparatus. The aggregate estimated maximum cost of said purpose will not exceed $405,000.

SECTION 2. It is hereby determined that said purpose is an object or purpose described in subdivision 28 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is fifteen (15) years.

SECTION 3. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed $405,000 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 3 of this resolution. This resolution shall constitute the declaration of the Town’s “official intent” to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as “qualified tax-exempt bonds” in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town has determined that the acquisition of the various machinery and apparatus for Town highway department and facilities maintenance uses is a “Type II action” that will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act (“SEQR”) is required.

SECTION 12. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(a) (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(b) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 13. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 14. This resolution is adopted subject to permissive referendum pursuant to Section 35.00 of the Local Finance Law.

RESOLUTION NO. 114 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman **____________** offered the following resolution and moved its adoption:

Resolution authorizing the construction, reconstruction, renovation and installation of improvements to the Latham Water District, authorizing the issuance of serial bonds in an aggregate principal amount not to exceed $5,511,000 of the Town of Colonie, Albany County, New York, pursuant to the Local Finance Law to finance said purpose and delegating the power to issue bond anticipation notes in anticipation of the sale of such bonds to the Town Supervisor.

BE IT RESOLVED, by the Town Board of the Town of Colonie, Albany County, New York (the "Town") (by the favorable vote of not less than two-thirds of all the members of the Board) as follows:

SECTION 1. The Town is hereby authorized to undertake the construction, reconstruction, renovation and installation of various capital improvements to the Latham Water District to include: (a) water meter replacement; (b) water tank – River Road clearwell tank; (c) water main rehabilitation projects; (d) the acquisition of one (1) ten ton dump truck; and (e) the acquisition of one (1) crew truck, together with necessary site work and the acquisition and installation of equipment, machinery and apparatus, and the acquisition of any related land and rights of way (hereinafter referred to as "purpose") for the foregoing purpose. The maximum cost of said purpose will not exceed $5,511,000.

SECTION 2. The Town Board plans to finance the maximum estimated cost of said purpose by the issuance of serial bonds in an amount not to exceed $5,511,000 of said Town, hereby authorized to be issued therefor pursuant to the Local Finance Law and the cost of such improvement is to be paid by assessments upon benefitted real property in an area less than the area of said Town.

SECTION 3. It is hereby determined that:

(a) the construction, reconstruction, renovation and installation of various capital improvements to the Latham Water District to include: (1) water meter replacement; (2) water tank – River Road clearwell tank; and (3) water main rehabilitation projects are objects or purposes described in subdivision 1 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is forty (40) years; and

(b) (1) the acquisition of one (1) ten ton dump truck; and (2) the acquisition of one (1) crew truck are objects or purposes described in subdivision 28 of paragraph (a) of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of said purpose is at least ten (10) years.

SECTION 4. Current funds are not required to be provided prior to the issuance of the bonds authorized by this resolution or any notes issued in anticipation of the sale of said bonds.

SECTION 5. It is hereby determined the proposed maturity of the obligations authorized by this resolution will be in excess of five years.

SECTION 6. The faith and credit of said Town are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. Should the assessments upon benefitted real property be insufficient to pay the principal of and interest on such bonds, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

SECTION 7. Subject to the provisions of this resolution and of the Local Finance Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Local Finance Law, the powers and duties of the Town Board pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Town Supervisor, the chief fiscal officer of the Town.

SECTION 8. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution. The Town then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the Town's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

SECTION 9. The Town Supervisor is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution, and any notes issued in anticipation thereof as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 10. The Town Supervisor is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 11. The Town Supervisor is hereby authorized to execute and deliver in the name and on behalf of the Town a project financing agreement prepared by the New York State Environmental Facilities Corporation ("EFC") (the "SRF Project Financing Agreement"), if applicable. The Town Supervisor and the Town Clerk and all other officers, employees and agents of the Town are hereby authorized and directed for and on behalf of the Town to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby, including, but not limited to, the SRF Project Financing Agreement.

SECTION 12. The Town has determined that the construction, reconstruction, renovation and installation of various capital improvements to the Latham Water District to include: (a) water meter replacements; (b) water tank – River Road clearwell tank; (c) water main rehabilitation projects; (d) the acquisition of one (1) ten ton dump truck; and (d) the acquisition of one (1) crew truck, together with necessary site work and the acquisition and installation of equipment, machinery and apparatus, and the acquisition of any related land and rights of way is an "Unlisted action" and that it will not have a significant effect on the environment and, therefore, no other determination or procedures under the State Environmental Quality Review Act ("SEQR") is required.

SECTION 13. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

(a) (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(b) Said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 14. The Town Clerk is hereby authorized and directed to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of said Local Finance Law, in the official newspaper or newspapers of the Town.

SECTION 15. This resolution shall take effect immediately upon its adoption and is not subject to permissive referendum pursuant to Section 35.00b.(2) of the Local Finance Law.

RESOLUTION NO. 115 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution finding that the request by Amedore Homes to adjust the configuration of condominium units in the Canterbury Crossing Planned Development District constitutes a minor amendment and authorizing the Director of Planning and Economic Development to administratively review such request.

WHEREAS, the Town Board of the Town of Colonie ("Town Board") previously implemented Local Law No. 2 of 2009 creating a Planned Development District, known as Canterbury Crossing Planned Development District ("Canterbury Crossing PDD"); and

WHEREAS, by letter dated December 6, 2022 Amedore Homes, as developer of the Canterbury Crossing PDD, informed the Town Board that it intended to change the configuration and style of certain condominium units offered at the Canterbury Crossing PDD in response to market conditions; and

WHEREAS, Amedore Homes requested administrative approval of such change because it would not change the overall density of condominium units and was consistent with the uses and locations already approved for the Canterbury Crossing PDD; and

WHEREAS, the Code of the Town of Colonie ("Code") § 109-71(H) authorizes certain minor amendments to a planned development district to be administratively reviewed and approved by the Director of the Planning and Economic Development Department;

NOW THEREFORE BE IT RESOLVED that the amendment to the Canterbury Crossing PDD proposed by Amedore Homes is a minor amendment for purposes of Code § 190-71(H); and

BE IT FURTHER RESOLVED that the request by Amedore Homes to change the configuration and style of certain condominium units offered at the Canterbury Crossing PDD is hereby referred to the Director of the Planning and Economic Development Department for administrative review of and a determination on such request.

RESOLUTION NO. 116 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing acceptance of a proposal from Arthur J. Gallagher Risk Management Services, Inc. in connection with Excess General Liability Insurance coverage through Pennsylvania Manufacturers Assoc. Insurance Co. (Old Republic Insurance Group) and ratifying any prior actions taken in connection with such policy.

WHEREAS, the Town of Colonie maintains certain insurance coverage, including an Excess General Liability insurance policy; and

WHEREAS, the Town Board of the Town of Colonie ("Town Board"), by Resolution No. 74 of 2023, dated January 5, 2023, authorized the Supervisor to accept a proposal from Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher") in connection with such coverage; and

WHEREAS, Gallagher, on January 11, 2023, provided a proposal detailing the options for Excess General Liability Insurance coverage, which included a quote from Pennsylvania Manufacturers Assoc. Insurance Co. (Old Republic Insurance Group) to provide excess general liability coverage at a premium cost to the Town of $398.940.00; and

WHEREAS, such proposal was reviewed by the Town Attorney's Office and the Office of Comptroller and, following such review the Town Attorney's Office and Office of the Comptroller have recommended that excess general liability coverage be bound with

Pennsylvania Manufacturers Assoc. Insurance Co. (Old Republic Insurance Group) based on the insurance product offered and the cost of same; and

WHEREAS, in accordance with the recommendation of the Town Attorney's Office and the Office of the Comptroller coverage was thereafter bound;

BE IT RESOLVED that the proposal from Arthur J. Gallagher Risk Management Services, Inc. to obtain Excess General Liability Insurance coverage for the Town through Pennsylvania Manufacturers Assoc. Insurance Co. (Old Republic Insurance Group) is hereby accepted; and

BE IT FURTHER RESOLVED that any prior actions by the Supervisor undertaken in connection with prior action of the Town Board or in connection with the retention of this policy are hereby ratified and

BE IT FURTHER RESOLVED that any agreement required in connection with this resolution is subject to the review and approval of the Town Attorney's office.

RESOLUTION NO. 117 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT:	Supervisor	Peter G. Crummey
	Councilwomen	Danielle Futia
		Melissa Jeffers
		Jill Penn
	Councilmen	Rick Field, Sr.
		Alvin Gamble
		Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing acceptance of a proposal from Arthur J. Gallagher Risk Management Services, Inc. in connection with Excess Public Officials Liability Insurance through Atlantic Specialty Insurance Company and ratifying any prior actions taken in connection with such policy.

WHEREAS, the Town of Colonie maintains certain insurance coverage, including an Excess Public Officials Liability insurance policy; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher") provided a proposal detailing the options for Excess Public Officials Liability coverage, which included a quote from Atlantic Specialty Insurance Company to provide Public Officials and Employment Practices Liability coverage at a premium cost to the Town of $26,280.00; and

WHEREAS, such proposal was reviewed by the Town Attorney's Office and the Office of Comptroller and, following such review the Town Attorney's Office and Office of the Comptroller have recommended that Excess Public Officials Liability coverage be bound with Atlantic Specialty Insurance Company based on the insurance product offered and the cost of same; and

WHEREAS, in accordance with the recommendation of the Town Attorney's Office and the Office of the Comptroller coverage was thereafter bound;

BE IT RESOLVED that the proposal from Arthur J. Gallagher Risk Management Services, Inc. to obtain Excess Public Officials Liability coverage for the Town through Atlantic Specialty Insurance Company is hereby accepted; and

BE IT FURTHER RESOLVED that any prior actions by the Supervisor undertaken in connection with the retention of this policy is hereby ratified; and

BE IT FURTHER RESOLVED that any agreement required in connection with this resolution is subject to the review and approval of the Town Attorney's office.

RESOLUTION NO. 118 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor Peter G. Crummey

Councilwomen Danielle Futia

Melissa Jeffers

Jill Penn

Councilmen Rick Field, Sr.

Alvin Gamble

Jeffrey Madden

ABSENT: None

Councilwoman ____________ offered the following resolution and moved its adoption:

Resolution authorizing acceptance of a proposal from Arthur J. Gallagher Risk Management Services, Inc. in connection with Public Officials and Employment Practices Liability Insurance through Greenwich Insurance Company and ratifying any prior actions taken in connection with such policy.

WHEREAS, the Town of Colonie maintains certain insurance coverage, including a Public Officials and Employment Practices Liability insurance policy; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher") provided a proposal detailing the options for Public Officials and Employment Practices Liability coverage, which included a quote from Greenwich Insurance Company to provide Public Officials and Employment Practices Liability coverage at a premium cost to the Town of $52,805.00; and

WHEREAS, Greenwich Insurance Company is the Town's incumbent carrier for this policy, which has historically met the Town's needs for such coverage; and

WHEREAS, such proposal was reviewed by the Town Attorney's Office and the Office of Comptroller and, following such review the Town Attorney's Office and Office of the Comptroller have recommended that Public Officials and Employment Practices Liability coverage be bound with Greenwich Insurance Company based on the insurance product offered and the cost of same; and

WHEREAS, in accordance with the recommendation of the Town Attorney's Office and the Office of the Comptroller coverage was thereafter bound;

BE IT RESOLVED that the proposal from Arthur J. Gallagher Risk Management Services, Inc. to obtain Public Officials and Employment Practices Liability coverage for the Town through Greenwich Insurance Company is hereby accepted; and

BE IT FURTHER RESOLVED that any prior actions by the Supervisor undertaken in connection with the retention of this policy is hereby ratified and

BE IT FURTHER RESOLVED that any agreement required in connection with this resolution is subject to the review and approval of the Town Attorney's office.

RESOLUTION NO. 119 FOR 2023

A regular meeting of the Town Board of the Town of Colonie was held at Town Hall on the 19th day of January, 2023 at 7:00 PM.

PRESENT: Supervisor	Peter G. Crummey
Councilwomen	Danielle Futia
	Melissa Jeffers
	Jill Penn
Councilmen	Rick Field, Sr.
	Alvin Gamble
	Jeffrey Madden

ABSENT: None

Councilwoman **_____________** offered the following resolution and moved its adoption:

Resolution rescinding all prior resolutions pertaining to the fee schedule for the Emergency Medical Services Department and adopting a new fee schedule for the Emergency Medical Services Department.

BE IT RESOLVED that all prior resolutions pertaining to the fee schedule for the Emergency Medical Services Department be, and hereby are, rescinded; and

BE IT RESOLVED that the Emergency Medical Services Department Rate Schedule attached hereto as Exhibit "A" be, and hereby is, adopted effective January 1, 2023.

2023 Rate and Fee Schedule – Colonie EMS Department

Effective January 1, 2023

Basic Life Support Emergency*	
Transportation Base Rate	~~$1,150.00~~ $1,250.00
Advanced Life Support Emergency Level 1*	
Transportation Base Rate	~~$1,600.00~~ $1,750.00
Advanced Life Support Emergency Level 2*	
Transportation Base Rate	~~$1,950.00~~ $2,200.00
Specialty Care Transport	
Transportation Base Rate	$2,500.00
Loaded Mileage**	~~$25/mile~~ $28/mile

*Rates apply to Transport to Hospital, Treat in Place with Telemedicine Consult, and Transport to Alternative Destinations with Telemedicine Consult, and may be subject to Federal Law or Contract.

**Rates apply to Transport to Hospital and Transport to Alternative Destinations with Telemedicine Consult, and may be subject to Federal Law or Contract.

Paramedic Intercept Services	
ALS Level 1	$500.00
ALS Level 2	~~$850.00~~ $800.00
Lifeguard Air Rescue Services	
Paramedic care during transport	~~$4,500.00~~ $5,000.00
Standby Medical Services	
Non-transport unit	~~$80/hour~~ $100/hour
Transport unit	~~$120/hour~~ $150/hour
Refusal of Medical Assistance	
Treatment, no transport scene	~~N/A~~ $130.00
Treatment, no transport MVA	$250.00
Secured Cardiac Arrest	~~BLS rate~~ $1,250.00

Hazardous Materials or Confined Space Rescue Services

Individuals or organizations responsible for the incident are charged for standby medical services plus the cost of any supplies used and equipment replacement/repair costs.

Training Programs (cost per student):

EMT original course	$700
EMT lab fee original course	$100
EMT – Refresher	$335
EMR	$220
Instructor Led AHA Courses:	
BLS Provider	$75
BLS Renewal	$65
ACLS Provider	$150
ACLS Renewal	$125
PALS Provider	$150
PALS Renewal	$125
PEARS Provider	$100
First Aid & CPR/AED	$90
Heartsaver CPR/AED	$75
Heartsaver First Aid	$50
Skills Evaluation for AHA Courses:	
HeartCode BLS Provider	$50
HeartCode ACLS Provider	$100
HeartCode PALS Provider	$100
Heartsaver First Aid CPR/AED (includes adult, add $10 for child and infant)	$50
Heartsaver CPR/AED (includes adult, add $10 for child and infant)	$30
Heartsaver Pediatric First Aid/CPR/AED (includes child and infant, add $10 for adult)	$50
Heartsaver First Aid	$25
Other courses	$80/instructor hour

The following refund policy applies for student paying tuition who voluntarily withdraw from the course for all NYS Health Department courses (EMR, EMT, and refreshers):

• Prior to session 1	Full refund
• Sessions 1-8	75% refund
• Session 9-16	50% refund
• Sessions 17-24	25% refund
• After session 24	No refund