

TOWN OF BERNE

TOWN BOARD RESOLUTION

Resolution No. _____ of 2026

A RESOLUTION ADOPTING THE TOWN OF BERNE PURCHASING POLICY AND PROCEDURES (01-2026)

WHEREAS, the Town Board of the Town of Berne recognizes its responsibility to ensure that all municipal purchases and contracts are conducted in a manner that is lawful, transparent, fiscally responsible, and in the best interest of the taxpayers; and

WHEREAS, New York State General Municipal Law §§103 and 104-b require the Town to establish written policies and procedures governing procurement of goods and services not subject to formal competitive bidding; and

WHEREAS, the Town Board has reviewed the proposed **Town of Berne Purchasing Policy and Procedures (01-2026)**, which establishes clear standards for competitive bidding, quotations, purchase orders, cooperative purchasing, professional services, emergency procurements, documentation, ethics, and oversight; and

WHEREAS, said policy designates the Town Supervisor as Chief Procurement Officer and establishes purchasing authority, internal controls, and documentation requirements consistent with guidance from the Office of the New York State Comptroller; and

WHEREAS, adoption of this policy will promote compliance with state law, strengthen fiscal controls, and provide clear guidance to Town officers and employees involved in procurement activities;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Berne hereby **adopts the Town of Berne Purchasing Policy and Procedures (01-2026)**, attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED, that this policy shall take effect immediately upon adoption and shall apply to all Town departments, officers, employees, and officials involved in the procurement of goods and services; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to maintain the adopted policy as an official Town record and to make it available for public inspection; and

BE IT FURTHER RESOLVED, that the Town Board shall review this policy annually and amend it as necessary to remain in compliance with New York State law and best municipal practices.

Adopted this ____ day of _____, 2026

AYES NOES ABSENT

TOWN OF BERNE TOWN BOARD

Town Supervisor

Councilmember

Councilmember

Councilmember

Councilmember

ATTEST:

Town Clerk

Memo to the Town Board

To: Town Board, Town of Berne

From: J Giebelhaus, Town Supervisor

Date: 1/1/2026

Subject: Adoption of Town of Berne Purchasing Policy and Procedures (01-2026)

Dear Members of the Town Board,

I am pleased to present the **Town of Berne Purchasing Policy and Procedures (01-2026)** for your review and adoption. This policy has been designed to ensure that all procurement activities undertaken by the Town are conducted in compliance with **New York State General Municipal Law §§103 and 104-b**, and to promote transparency, efficiency, and accountability in the use of public funds.

Key features of the policy include:

- Clear **roles and responsibilities** for purchasing agents, with the Town Supervisor designated as Chief Procurement Officer.
- Defined **purchase thresholds and procurement methods** for both goods and public works, including competitive bidding requirements.
- Standardized **purchase order procedures**, including fund encumbrance, invoice matching, and emergency purchasing protocols.
- Guidelines for **professional services procurement**, including the use of RFPs and evaluation criteria based on best value.
- Procedures for **documentation, contract management, and annual review** to ensure compliance and facilitate audit readiness.
- Guidance and access to collective purchasing contracts and all government contracts that have been established in accordance with New York State General Municipal Law §§103 and 104-b

The policy incorporates templates for **RFPs, Invitations to Bid, and sample contracts** to streamline procurement processes and ensure legal compliance. Adoption of this policy will strengthen the Town's internal controls, provide clarity for staff and vendors, and demonstrate our commitment to prudent stewardship of taxpayer resources.

I respectfully request the Board's **formal adoption of this policy**, with an effective date of January 1, 2026, and recommend that we review it annually to ensure it remains aligned with state law and best practices.

Thank you for your attention and consideration.

Town of Berne

Purchasing Policy and Procedures 01-2026

Adopted by the Town Board on [Date]: _____

I. Purpose

The purpose of this policy is to ensure that the Town of Berne conducts procurement of goods and services in compliance with New York State General Municipal Law (GML) §§103 and 104-b, and in a manner that fosters transparency, efficiency, and the prudent use of public funds. In addition, the purpose of this policy is to employ industry standard procurement and accounting functions (i.e., encumbrances prior to purchase) to ensure compliance with budget appropriations.

The Town Supervisor acts as the Chief Procurement Officer and shall be responsible for assuring that all purchases are made in accordance with this procurement policy.

Every prospective purchase of goods or services shall be evaluated by the Town Supervisor to determine the applicability of General Municipal Law (GML) § 103.

Every Town procurement official with the requisite purchasing authority (hereinafter "purchaser") shall annually estimate the cumulative amount of the items of supply/service or equipment anticipated to be needed in a given fiscal year. That estimate shall be used in a canvass of other Town departments to determine the likely annual aggregate town-wide cost of the acquisition. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

All purchases of over \$1,000 (one thousand dollars) require prior approval of the Town Board.

The following Officials are designated as purchasers for the purposes of this policy.

- Town Supervisor
- Town Clerk
- Deputy Town Supervisor
- Superintendent of Highways

The Chief Procurement Officer may grant other Town officials purchasing authority for one-time purchases in accordance with this and any other applicable policy.

II. Statutory Requirements

1. **Competitive Bidding (§103 GML):**

- All purchase contracts involving an expenditure in excess of **\$20,000**, and all public works contracts involving an expenditure in excess of **\$35,000**, shall be awarded to the lowest responsible bidder after public advertisement and the receipt of sealed bids.
- The thresholds shall be adjusted if modified by future legislation.

2. **Exceptions:** Competitive bidding is not required in the following instances:

- Purchases made through New York State Office of General Services (OGS) contracts.
- Purchases made through county or other municipal cooperative contracts (see Section V. Cooperative Purchasing Exception)
- Purchases of surplus and secondhand supplies, materials, or equipment from another government entity.
- Emergency situations where delay would threaten life, health, safety, or property.
- Professional services and true sole-source procurements.

III. Procurement Policy (§104-b GML)

For procurements not required to be competitively bid, the Town adopts the following procedures to ensure the prudent and economical use of public funds:

A. Thresholds and Methods

1. **Purchase Contracts (goods and services not subject to bidding):**

- \$0 – \$3,000: Discretion of purchaser; verbal quotes encouraged.
- \$3,001 – \$10,000: Documented verbal or written quotes from at least 2 vendors.
- \$10,001 – \$20,000: Written quotes from at least 3 vendors.
- \$20,000 & higher: Competitive sealed bids with contract

2. **Public Works Contracts (labor and services not subject to bidding):**

- \$0 – \$5,000: Discretion of purchaser; verbal quotes encouraged.
- \$5,001 – \$15,000: Documented verbal or written quotes from at least 2 contractors.
- \$15,001 – \$35,000: Written quotes from at least 3 contractors.
- \$35,000 & higher: Competitive sealed bids with contract

These totals are to be considered as the total aggregate purchase for the entire town as a single entity, not on an individual department basis. Whenever feasible, the Town will use existing municipal contracts and/or preferred vendors (i.e., NYS Preferred Source Program for New Yorkers Who Are Blind – NYSPSP)

B. Purchase Orders

The purpose of this section is to ensure conformance with **NYS Town Law § 125** whereby the Supervisor, acting as the CFO, is prohibited from overdrawing a fund/appropriation and/or using one fund/appropriation to pay a claim that belongs to another. The application of this policy will result in the encumbrance of funds prior to the acquisition of the goods and services procured via the Purchasing Policy.

1. Requirement:

- A **purchase order (PO)** shall be issued by the Town prior to the ordering of goods or services, except in emergencies or petty cash purchases under \$100.
- No vendor should provide goods or services without a valid PO, unless authorized by the Supervisor or Town Board.

2. Authorization:

- Purchase orders must be approved by the Town Supervisor (or their designee) and certified by the Town's fiscal officer to confirm that funds are available in the appropriate budget line.
- Department heads may request purchase orders, but authorization must be obtained prior to commitment of Town funds.

3. Encumbrance of Funds:

- Purchase orders serve as an encumbrance of funds against the budget to ensure the Town does not obligate more funds than appropriated.

4. Matching & Payment:

- Invoices submitted for payment must be matched against the issued PO and any receiving documentation.
- Discrepancies must be resolved before payment is authorized.

5. Exceptions:

- Utility bills, postage, debt service, insurance premiums, and similar recurring payments are exempt from the PO requirement but must be supported by documentation.

6. Types of Purchase Orders:

i) Standard Purchase Order

- Issued for a specific purchase of goods or services, with a set quantity, price, and delivery date.
- Example: Buying 50 tons of road salt from a vendor at a fixed unit cost.
- Restrictions: Purchase limited to the specified materials at the specified quantities and prices. Total authorized amount may not be exceeded.

ii) Blanket Purchase Order (BPO)

- Used when the Town expects to buy a category of goods/services repeatedly over a set period.
- Authorizes spending up to a specified **dollar limit** with a particular vendor.
- Helps streamline small, recurring purchases (e.g., office supplies, auto parts, fuel).
- Example: Annual PO with an office supply company, not to exceed \$5,000.
- Restrictions: Various unspecified items may be purchased however each individual purchase is limited to \$300.00 and the total town wide aggregate of expenditure may trigger alternate solicitation requirements as detailed in III Procurement Policy. Total authorized amount may not be exceeded.

iii) Standing or Open Purchase Order

- Similar to a blanket PO but usually tied to a **specific contract** or **state/county bid** pricing.
- Valid for multiple purchases of the same item/service, often until the contract expires.
- Example: PO tied to NYS OGS pricing for highway equipment parts.
- Restrictions: Only materials, equipment and services listed on the contract may be acquired via valid contract. Total authorized amount may not be exceeded.

iv) Contract Purchase Order

- Tied directly to a **formal bid, RFP, or contract** awarded by the Town Board.
- Encumbers funds against that contract and provides authorization for departments to draw against it.
- Example: Snow removal contract for private plowing of town lots — each invoice references the contract PO.
- Restrictions: Only materials, equipment and services listed on the contract may be acquired via valid contract. Total authorized amount may not be exceeded

v) Emergency Purchase Order

- Used when time is of the essence (threat to life, health, safety, or property).
- Allows an official to issue a PO without prior Board approval but requires documentation and retroactive Board ratification.
- Example: Emergency generator repair after a storm.

vi) Change Order (Amendment to PO)

- Not a standalone PO, but an adjustment to an existing one.
- Used when quantities, costs, or scope change after the original PO is issued.
- Requires approval and documentation (Town Board approval if thresholds are crossed)

vii) Documentation

All quotes, bids, purchase orders, and procurement justifications shall be documented in writing and maintained in the Town's purchasing files for audit and public record purposes.

The Chief Procurement Officer must attest to the delivery of commodities or services through vendors awarded bids, and also for purchases of a general nature below the bid standard. Such documentation must be presented to the Town Clerk.

Documentation must consist of a packing slip, Purchase Order number and invoice signed by the purchaser or designee indicating receipt of commodities or services.

C. Award of Contracts

Contracts shall be awarded to the lowest responsible bidder or best value offer (where permitted by law and authorized by Town Board resolution). Consideration may include price, quality, reliability, delivery terms, and past performance. Where practicable, the Town will seek to award contracts for a term of one year with two single-year extensions, based on Town Board approval. Bids released by the Town in accordance with **Competitive Bidding (§103 GML)** shall yield a written contract between the Town and Contractor.

Upon approval of the Town Board, only the Town Supervisor will be authorized to enter into written contract.

Example bids solicitations, request for proposals and contracts are attached for demonstration purposes only; final versions will be based on the needs of the scope of the project, field conditions, legal requirements, insurance requirements and final approval of legal counsel.

D. Exceptions and Justifications

In circumstances where quotes cannot be obtained, or where a purchase is a sole source, a written explanation must be attached to the purchase documentation.

IV. Professional Services

Professional services requiring specialized skill, training, or expertise (e.g., legal, engineering, auditing, information technology, grant writing, consulting) are exempt from competitive bidding requirements. Such services are described as having specialized education, professional judgement or discretion. Services such as vehicle repair, cleaning groundskeeping, routine IT, snowplowing, etc. are not professional services and are subject to competitive bidding.

Use of RFPs for Professional Services

1. RFP Process Encouraged:

- For professional service contracts anticipated to exceed **\$5,000 annually**, the Town will, whenever practicable and as a best practice, issue a **Request for Proposals (RFP)** to solicit qualifications, experience, and pricing from multiple providers. General municipal law does not mandate limits for professional services.

2. Evaluation Criteria:

- RFP responses will be evaluated based on qualifications, experience, staffing, capacity to perform, references, and finally, cost.
- Selection will not be based solely on price, but on **best value** to the Town.

3. Frequency of RFPs:

- Long-term professional service providers should be reviewed at least every **five (5) years** through an RFP process, unless the Town Board determines it is not in the Town's best interest.

4. Documentation:

- All RFPs issued, responses received, and justifications for provider selection shall be maintained in the Town's procurement records.

V. COOPERATIVE PURCHASING EXCEPTION

Cooperative Purchasing (GML §103(16))

Notwithstanding the provisions of this Procurement Policy relating to competitive bidding and quotations, the Town of Berne may purchase apparatus, materials, equipment, supplies, and services through contracts let by the United States or any agency thereof, any state, or any other political subdivision or district therein, including cooperative purchasing organizations, and preferred vendors (i.e. NYSPSP), as authorized by **General Municipal Law §103(16)**.

Such cooperative purchasing shall be permitted when:

1. The cooperative contract was awarded through a competitive procurement process consistent with General Municipal Law §103;
2. The Town is an authorized participant in the cooperative purchasing program;
3. The goods or services being purchased fall within the scope of the cooperative contract; and
4. The use of the cooperative contract is determined to be in the best interest of the Town.

Documentation supporting the cooperative procurement, including the cooperative contract number, award information, and authorization, shall be maintained in the procurement file.

Purchases made pursuant to this section shall be deemed to satisfy the competitive bidding requirements of General Municipal Law §103.

VI. Emergencies

In the event of an event deemed a public emergency, procurement may be made without competitive bidding or quotes when delay would endanger public health, safety, or welfare. The Town Supervisor or designee shall determine if a public emergency exists, document the nature of the emergency and the basis for selection.

VII. Ethics and Conflict of Interest

- Town employees and officials shall not have a financial interest in any vendor or contract involved in Town procurement.
 - Employees must disclose any potential conflicts of interest to the Town Supervisor and recuse themselves from related decisions.
 - Gifts or gratuities from vendors are prohibited.
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VIII. Policy Review and Training

- **Review:** This policy shall be reviewed annually by the Town Board to ensure compliance with state law and relevance to Town needs.
 - **Training:** Department heads and employees involved in procurement shall receive training on this policy and applicable state laws.
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IX. Non-Compliance

Failure to comply with this policy may result in disciplinary action, up to and including termination, and may subject the Town to legal or financial penalties.

X. Adoption and Amendments

This policy shall take effect upon adoption by the Town Board and may be amended by a majority vote of the Town Board.

XI. Review and Annual Adoption

This policy shall be reviewed annually by the Town Board and may be amended as necessary to remain in compliance with New York State law.

XII. Effective Date

This policy shall take effect immediately upon adoption by the Town Board.

**Adopted by the Town Board of the Town of Berne, County of Albany, State of New York,
on XXXXXX.**

Attachments

Purchasing Policy

Town of Berne

Request for Proposals (RFP) – SAMPLE FOR DEMONSTRATION ONLY

Professional Services – [Type of Service]

Issue Date: [Date]

Proposal Due Date: [Date & Time]

I. Introduction

The Town of Berne, Albany County, New York, is requesting proposals from qualified firms or individuals to provide **[type of professional service, e.g., engineering, legal, auditing, IT consulting]** services. The purpose of this RFP is to solicit qualifications and cost proposals in order to select the provider that best meets the needs of the Town in terms of experience, quality, efficiency, and cost-effectiveness.

II. Scope of Services

The selected provider will be expected to perform the following services:

- [List specific services to be provided. Examples:]
 - Provide general [engineering/legal/auditing/etc.] advice and consultation.
 - Prepare plans, reports, and documentation as required by Town Board or state/federal agencies.
 - Attend Town Board meetings when requested.
 - Respond promptly to inquiries and provide ongoing support.
 - [Add project-specific deliverables if needed.]
-

III. Proposal Requirements

Each proposal must include the following:

1. **Firm/Individual Background** – Description of qualifications, years in business, and areas of expertise.
2. **Experience** – Summary of relevant municipal or governmental experience, including examples of similar work.

3. **Staffing** – Names, qualifications, and roles of staff who will be assigned to the Town.
 4. **References** – At least three (3) references from municipal clients.
 5. **Approach & Methodology** – Explanation of how services will be provided to the Town.
 6. **Cost Proposal** – A clear statement of fees, hourly rates, or other billing structures.
 7. **Other Information** – Any additional information the proposer believes is relevant.
-

IV. Evaluation Criteria

Proposals will be evaluated using the following criteria:

- Qualifications and professional experience.
 - Demonstrated municipal/government expertise.
 - Capacity to perform services in a timely manner.
 - Quality of references.
 - Cost proposal (though not the sole factor).
 - Overall value to the Town.
-

V. Submission Instructions

- Proposals must be received by Town Clerk at the following address no later than **[Date & Time]**:
Town of Berne
Attn: Town Clerk
PO Box 571656 Helderberg Trail)
Berne, NY 12023
 - Proposals must be submitted in a sealed envelope clearly marked:
“RFP – [Type of Professional Service]”
 - Electronic submissions not accepted
-

VI. General Conditions

1. The Town reserves the right to reject any and all proposals, to waive informalities, and to select the proposal deemed most advantageous to the Town.
2. The issuance of this RFP does not commit the Town to award a contract or pay any costs incurred in preparation of a proposal.
3. The Town may request additional information or presentations from proposers prior to selection.
4. Any contract awarded shall be subject to approval by the Town Board.

VII. Timeline

- RFP Issue Date: [Date]
 - Proposal Submission Deadline: [Date & Time]
 - Anticipated Town Board Review: [Date]
 - Anticipated Award Date: [Date]
-

By Order of the Town Board

Town of Berne

Town Supervisor: _____

Town Clerk: _____

Date: _____

Town of Berne

Invitation to Bid (ITB) – SAMPLE FOR DEMONSTRATION ONLY
[Project / Goods Description]

Bid Number: [2025-XX]

Issue Date: [Date]

Bid Due Date & Time: [Date & Time]

I. Notice to Bidders

The Town of [Name], [County], New York, is soliciting sealed bids for **[brief description of goods/services]** in accordance with New York State General Municipal Law §103.

Sealed bids will be received by the **Town Clerk** at:

Town of Berne

PO Box 57 (1656 Helderberg Trail)

Berne, NY 12023

until **[Date & Time]**, at which time they will be publicly opened and read aloud.

II. General Information

1. **Submission:** Bids must be submitted in a sealed envelope clearly marked: **“BID – [Project/Goods Description]”**
2. **Late Bids:** Late bids will not be accepted.
3. **Right to Reject:** The Town reserves the right to reject any or all bids, waive informalities, and accept the bid deemed in the best interest of the Town.
4. **Award:** Contracts will be awarded to the lowest responsible bidder meeting specifications, unless “best value” procurement is authorized and specified.
5. **Compliance:** All purchases are subject to the provisions of NYS GML §103 and applicable federal, state, and local laws.

III. Specifications

The following specifications are minimum requirements unless otherwise stated:

- **Item/Service Description:** [e.g., 2025 4x4 Pickup Truck]
- **Quantity:** [e.g., 2 units]
- **Technical Requirements:** [e.g., minimum 8,000 GVWR, V8 engine, automatic transmission, snowplow package]
- **Delivery Requirements:** [e.g., delivered FOB Town Garage, 123 Main Street, within 90 days of award]
- **Warranty:** [e.g., minimum 3 years / 36,000 miles, bumper-to-bumper]
- **Additional Requirements:** [add as needed, e.g., training, manuals, service support]

Vendors must provide a complete response. Equivalent or "or equal" products may be considered if clearly identified and documented.

IV. Bid Submission Form

Vendor Information

- Company Name: _____
- Address: _____
- Contact Person: _____
- Phone: _____ Email: _____

Bid Proposal

- Item/Service: _____
- Make/Model (if applicable): _____
- Unit Price: \$ _____
- Quantity: _____
- Total Bid: \$ _____
- Delivery Time: _____
- Warranty: _____

Non-Collusion Certification (Required by GML §103-d):

The undersigned certifies under penalty of perjury that this bid is made without collusion with any other bidder or competitor.

Signature: _____
Name/Title: _____
Date: _____

V. Additional Conditions

1. **Insurance:** The successful bidder shall provide proof of insurance as required by the Town (general liability, workers' compensation, etc.).
 2. **Prevailing Wage:** If this is a public works project, NYS prevailing wage schedules shall apply.
 3. **Performance Bond may be required**
 4. **Delivery & Acceptance:** Payment will be made only after delivery, inspection, and acceptance by the Town.
 5. **Withdrawal of Bids:** Bids may not be withdrawn within **45 days** of opening.
-

SPECIAL NOTE: The above represents the minimum requirements for competitive bids; the Town Supervisor, serving as the Chief Procurement Officer, reserves the right to expand on the bid specifications and detail as necessary.

Town of Berne

Sample Contract for Services / Goods – FOR DEMONSTRATION ONLY

This Agreement, made and entered into this ____ day of _____, 20__, by and between the **Town of Berne**, a municipal corporation of the State of New York, having offices at PO Box 57, (1656 Helderberg Trail), Berne, NY 12023 and **[Vendor/Contractor Name]**, with offices at [Address] (“Contractor”).

1. Services / Goods to be Provided

The Contractor agrees to provide the Town with the following goods and/or services:

- Description of goods/services, referencing bid specs, RFP, or proposal
 - Direct reference to the solicitation/resolution identification number
-

2. Term of Agreement

This Agreement shall commence on [Start Date] and shall terminate on [End Date], unless extended by mutual written agreement or terminated earlier in accordance with Section 9.

3. Compensation

1. The Town shall pay the Contractor the sum of \$_____ [lump sum or per unit rate], not to exceed \$_____, for goods/services provided under this Agreement.
 2. Payments shall be made upon submission of an invoice, verified and approved by the Town Supervisor and Town Board, in accordance with New York Town Law and the Town’s purchasing policy.
 3. No advance payments shall be made.
-

4. Independent Contractor

The Contractor is an independent contractor and not an employee, officer, or agent of the Town. Nothing herein shall be construed to create an employer–employee relationship.

5. Compliance with Laws

The Contractor shall comply with all applicable federal, state, and local laws, including but not limited to New York State General Municipal Law, Labor Law, and prevailing wage requirements (if applicable).

6. Insurance

The Contractor shall maintain, at its own cost, the following insurance coverages and provide certificates of insurance naming the Town as an **additional insured**:

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate.
- Automobile Liability: \$1,000,000 combined single limit.
- Workers' Compensation and Disability Insurance as required by New York State law.

Certificates shall be filed with the Town Clerk prior to commencement of work.

7. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the Town, its officers, employees, and agents, from any and all claims, damages, liabilities, and expenses arising out of the performance of this Agreement, except those arising from the Town's own negligence.

8. Non-Assignment

The Contractor shall not assign or subcontract this Agreement, in whole or in part, without the prior written consent of the Town Board.

9. Termination

The Town may terminate this Agreement upon **ten (10) days' written notice** to the Contractor for cause, including non-performance, breach of contract, or failure to comply with specifications. The Town may also terminate for convenience, in which case the Contractor shall be compensated only for satisfactory work performed to the date of termination.

10. Records and Audit

The Contractor shall maintain accurate records of costs and expenses under this Agreement and make such records available to the Town, the NYS Comptroller, or their designees for inspection and audit for a period of six (6) years following final payment.

11. Governing Law

This Agreement shall be governed by the laws of the State of New York. Venue shall be in the County of [County], New York.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties and may not be modified except in writing signed by both parties and approved by resolution of the Town Board.

13. Notice to Proceed

The Contractor will initiate the scope of services upon the issuance of a Notice to Proceed provided by the Town. Such notice will be in the form of written notice and/or issuance of purchase order. The Town reserves the right to reject payment requests for any and all expenses incurred by the Contractor prior to the receipt of Notice to Proceed.

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

Town of [Name]

By: _____
[Supervisor's Name], Town Supervisor

Date: _____

[Contractor Name]

By: _____

[Authorized Representative]

Title: _____

Date: _____

Approved as to Form:

[Town Attorney Name]
