



One Dodge Street
North Greenbush, NY 12198
(518) 283-8500

I hereby elect to participate in the Employer's Flexible Spending Account for the Plan Year beginning 9/1/2025, and ending 8/31/2026. Any previous election and compensation reduction agreement relating to the same benefits is hereby revoked and I understand that election is required annually to participate. As a participant, I understand that:

- I cannot change or revoke this agreement at any date prior to the next plan year, unless I have a change in my family status as set forth in the Adoption Agreement and Summary Plan Description. Prior to my next Plan Year I will be offered the opportunity to change my benefit election for the following year.
- My pay will be reduced by the amount of my required contribution for the benefit option(s) I have elected, continuing for each succeeding pay period until this agreement is amended or terminated.
- The reduction in my cash compensation under this agreement will be in addition to any reductions under other agreements or benefit plans. If my required contributions change while this agreement is in effect, my pay reduction will automatically be adjusted to reflect that change.
- The Plan Administrator may change the amount of my reduction or otherwise modify this agreement, if he believes it is required to satisfy provisions of the Internal Revenue Code.
- The amount of my compensation reduction will be credited to the appropriate reimbursement account on my employer's books for payment of eligible expenses incurred within the plan year.
- Reimbursement will be available only for qualifying expenses as described in the attached form. I agree to notify the Employer if I have reason to believe that any expense for which I have obtained reimbursement is not a qualifying expense. I also agree on demand to indemnify and reimburse the Employer for any liability it may incur for failure to withhold income or FICA tax from any reimbursement I receive of a non-qualifying expense.
- If the amount in my reimbursement account at the end of the year exceeds the amount of my eligible expenses for the plan year, I will forfeit the excess amount.

PLEASE NOTE:

The pay reductions will not be effective for any pay period that begins before you have signed this form and returned it to your Employer. Please keep a copy of this form for your records.

This plan has adopted the Extended Grace Period. The "Grace Period" extends 2 1/2 months (i.e. 75 days) after the end of the Plan Year, during which time you can continue to incur claims and use up all amounts remaining in your Health &/or Dependent Care Flexible Spending Account(s)

CHANGES/TERMINATIONS (Employer – Office Use Only)

Date of Event: ___/___/___

First paycheck date that change will be processed: ___/___/___.

- Marriage/Divorce
- Birth/Death of Spouse or Dependent
- Spouse's employment commenced/terminated
- Status change from full-time to part-time or part-time to full-time by employee or spouse
- Unpaid leave of absence by employee or spouse
- Open Enrollment
- Employment Termination

Employee Signature _____ Date _____

Employer Signature _____ Date _____

**HUMAN RESOURCES – OFFICE USE ONLY
(ALL FIELDS REQUIRED)**

Highly Compensated Y N

Spouse or Dependent of Owner Y N

Key Employee Y N

More than 5% Owner Y N

Officer Y N

More than 1% owner with salary greater than \$150,000 Y N