

TOWN BOARD MEETING AGENDA
December 01, 2021

TOWN BOARD WORKSHOP – Board Room – 6:15 pm

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

COMMUNITY EVENTS:

The “BUY A BRICK” program for the Halfmoon Veterans Walk of Honor at the Halfmoon Veterans Memorial in the Town Park is now accepting orders. Create a lasting tribute for your veteran. For more information please call 371-7410 ext. 2200 or visit our website www.townofhalfmoon-ny.gov.

HALFMOON FARMERS MARKET: Every Wednesday from 3:00 pm – 6 pm inside the Halfmoon Town Hall. There are many vendors participating. Stop by and support our local vendors.

OUTDOOR HOLIDAY HOME DECORATING CONTEST: Judging will take place after dark on Sunday, December 10th. Applications must be submitted by December 3rd and can be found at Halfmoon Town Hall or on the website at www.halfmooncelebrations.org.

LETTERS TO SANTA: December 1st through 15th. Santa’s Mailbox will be located outside the front door of the Town Hall. Please remember to include a self-stamped legal sized envelope and receive a response from Jolly Old Saint Nick! For more information contact Ross Mac Neil at rmacneil@townofhalfmoon.org.

JINGLE BELL BASH WITH MARKETPLACE ON CANDY CANE LANE: Saturday, December 04, 2021 at the Town Complex from 3:00pm – 7:00pm.

HAM DINNER - TAKE OUT ONLY: Saturday, December 4th from 4:00 – 6:00pm for \$10.00 at the Senior Center. For more information contact the Ross MacNeil at the Recreation Department at rmacneil@townofhalfmoon.org.

MEMORIAL TREE LIGHTING CEREMONY: at the Abele Memorial Park Sunday December 5, 2021 from 5:00pm – 7:00pm. A time to remember our loved ones.

AN EVENING WITH MRS. CLAUS: December 17 at 6:00 p.m. at the Halfmoon Town Hall. Join Mrs. Claus for stories with cookies and milk. For more information, please contact the Halfmoon Celebrations Association at halfmooncelebrations@gmail.com

2022 LEARN TO SKI/SNOWBOARD PROGRAM at Willard Mountain, brought to you by Halfmoon Recreation. 6 consecutive Saturdays starting January 8th from 1:30pm – 5:30pm. Lessons held from 2:00pm – 3:30pm. Prices vary depending on rental needs and lessons required. Registration forms available in the Recreation Office or on the Town's website. For more information call Ross at (518) 371-7410 x2272.

TOWN MEETINGS:

Town Board Meetings: 1st & 3rd Wednesday of month at 7:00 pm. Pre-meeting at 6:15 pm

Zoning Board of Appeals: 1st Monday of month at 7:00 pm. Pre-meeting at 6:45 pm

Planning Board Meeting: 2nd & 4th Monday of the month at 7:00pm. Pre-meeting at 6:15pm. (If the Holiday falls on a Monday, the meeting will be held on the next day, Tuesday).

REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor)

Paul Hotaling (Deputy Town Supervisor): (1) Chair of Personnel Committee (2) Ethics Committee, (3) Liaison to Trails and Open Space Committee (4) Chair of Infrastructure & Safety (Water, Highway, Building & Maintenance) (5) Co-Chair for Character Counts

John Wasielewski (Town Board Member): (1) Liaison to Planning Board, (2) Chair of Committee of Emergency Services and Public Safety, (3) Liaison to Animal Control and related services

Jeremy Connors (Town Board Member): (1) Liaison to Zoning Board; (2) Liaison to Trails and Open Space Committee, (3) Chair of Business and Economic Development Committee (4) Chair for Not For Profit Organizations

Eric Catricala: (1) Co-Liaison to Planning Board, (2) Co-Chair of Business and Economic Development Committee (3) Chair for Parks and Athletic Organizations, (4) Chair for Recreation (5) Co-Chair for Character Counts

Lynda Bryan (Town Clerk): (1) Chair of Senior Programs, (2) Chair of Committee on Historical Archives

Dana Cunniff (Receiver of Taxes): Chair of Committee on Resident Relations

Lyn Murphy, Esq., (Town Attorney)

Cathy Drobny, Esq. (Town Attorney)

PUBLIC COMMENT (for discussion of agenda topics)

DEPARTMENT REPORTS –

DEPARTMENT MANAGER MONTHLY REPORTS – (Can be viewed at the Town Clerk's Office) Recreation Department, Animal Control, Assessor's Office, Highway Department, Buildings and Grounds, Senior Express and Water Department

CORRESPONDENCE

1. Received from the Town Planning Board Resolutions approved at the November 22, 2021 meeting: Approval of a Sign Application for Watkins Plaza, 1675 Route 9, for Change of Use/Tenant Applications for Liberty Mutual, 28 Corporate Drive and for Brow Rx Beauty Studio, 1581 Route 9 (Fireside Plaza), for Change of Use/Tenant & Sign Applications for Deangelus & Goralcyk, 3 Corporate Drive and for QM Power, 3 Corporate Drive, for Co-Location of Telecommunications Equipment for Dish Wireless, 12 Dunsbach Road, for Approval of a Minor Subdivision for the Dorrough Subdivision Plan, 93 Cemetery Road
2. Received from the Clifton Park-Halfmoon Fire District #1, notification that their Annual Election will take place on Tuesday, December 14, 2021 between the hours of 6:00 pm and 9:00 pm at the fire station located at 38 Old Route 146 for the purpose of electing (1) Commissioner for a (5) five year term, commencing on January 1, 2022 and ending December 31, 2026, and appointing the office of Treasurer and a 2007 KME Engine Rescue be declared as surplus equipment.
3. Received from the NYS Department of Public Service with their annual winter outreach and education campaign to help consumers who are struggling to pay utility bills. For more information visit www.dps.ny.gov/winter or call 1-800-342-3377.
4. Received from the West Crescent Fire District, notification that their Annual Election will take place on Tuesday, December 14, 2021 between the hours of 6:00 pm and 9:00 pm at the fire station located at 1440 Crescent Road for the purpose of electing (1) Commissioner for a (5) five year term, commencing on January 1, 2022 and ending December 31, 2026.
5. Received from Halfmoon Development Associates, LLC, a PDD amendment with Narrative for the Farm to Market Storage Center PDD, 40 Farm to Market Road.

OLD BUSINESS

NEW BUSINESS

305. Resolution that the Town Board approves the minutes of Town Board Meeting of November 17, 2021 as presented.
Resolution Introduced by Town Clerk Bryan

306. Resolution that the Town Board accepts the Town Clerk's Certificate of No Filing for the Establishment of Sewer District #1 for the Town of Halfmoon.
Resolution Introduced by Town Clerk Bryan

307. Resolution that the Town Board authorizes the Supervisor to enter onto an agreement with Adirondack Cabling and Security in the not to exceed amount of \$28,263.00 to purchase security surveillance equipment for the Town complex pursuant to NYS Contract #PT68748 and authorize the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.
Resolution Introduced by Supervisor of Buildings and Grounds Maiello

308. Resolution that the Town Board authorizes the Supervisor to enter onto an agreement with Dell Inc. in the not to exceed amount of \$13,188.95 to purchase computer equipment and related software pursuant to NYS Contract #PS68202 and authorize the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.
Resolution Introduced by Personal Computer Technician Mikol

309. Resolution that the Town Board hereby authorizes the Supervisor to enter into an agreement with CivicPlus to provide website hosting services per the recommendation of the Information Technology Department at a cost not to exceed \$2,756.25, and hereby authorizes the Supervisor to execute said agreement, subject to the review and approval of the Town Attorney.
Resolution Introduced by Personal Computer Technician Mikol

310. Resolution that the Town Board authorizes the Supervisor to enter onto an agreement with Dell Inc. in the not to exceed amount of \$12,063.52 to purchase Teams Professional System pursuant to NYS Contract #PM20820 and authorize the Supervisor to execute any documents necessary to effectuate the Agreement, subject to the review and approval of the Town Attorney.
Resolution Introduced by Personal Computer Technician Mikol

311. Resolution that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.
Resolution Introduced by Comptroller Hatter

A resolution is necessary to create the following budget amendment of appropriations and revenues in the Special Revenue Fund for engineering fees for on-site quality

inspections. These funds are developer's monies held in escrow by the Town in a regular checking account and used for the payment of costs for that particular project. This resolution is necessary to comply with proper accounting procedures as set forth by NYS Department of Audit and Control.

DEBIT:	Estimated Revenues	25-510	\$17,385.70
	Subsidiary: Home & Community Services		
	25-4-2189.00		\$17,385.70
CREDIT:	Appropriations	25-960	\$17,385.70
	Subsidiary: Engineering Contractors Inspections		
	25-5-1440.40		\$17,385.70

Information Only: The above was derived from the following breakdown of charges to be paid on December 9, 2021 Abstract for engineering and related fees.

NAME	AMOUNT
Betts Farm PDD	\$1,549.04
Creekview Estates	\$619.04
ELP Halfmoon Solar Plan	\$1,582.50
Gridworks Site Plan	\$342.50
Hanks Hollow Subdivision	\$1,275.00
Howland PDD	\$3,300.00
Mott Orchards Residential	\$360.00
NPPM Glass Processing	\$1,182.50
Paar Estates of Halfmoon PDD	\$214.00
Plant Road PDD	\$340.50
Summit at Halfmoon PDD	\$1,630.00
Tech Electric Site Plan	\$520.00
Tribley Active Adult Community	\$342.50
Windsor Woods	\$1,720.00
Glen Meadow PDD	\$2,408.12
Total	\$17,385.70

PUBLIC COMMENT (for discussion of non-agenda items)

ADJOURN

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000105717453.1	Sales Rep	Lauren Watson
Total	\$13,188.85	Phone	(800) 456-3355, 80000
Customer #	6103219	Email	L_Watson@Dell.com
Quoted On	Nov. 17, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Dec. 01, 2021		TOWN OF HALFMOON
Contract Name	OGS Microsoft Agreement - NY		2 HALFMOON TOWN PLZ
Contract Code	C000000457014		HALFMOON, NY 12065-6550
Customer Agreement #	PS68202		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Lauren Watson

Shipping Group

Shipping To	Shipping Method
BONNIE HATTER TOWN OF HALFMOON 2 HALFMOON TOWN PLAZA HALFMOON, NY 12065 (518) 371-7410	Standard Delivery

Product	Unit Price	Quantity	Subtotal
DYNAMICS 365 FIELD SERVICE PER USER	\$986.85	1	\$986.85
VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG SUBSVL MVL PERUSR	\$17.71	80	\$1,416.80
VLA ENTERPRISE AUDIOCONFGCC SHRDSVR ALNG SUBSVL MVL PERUSR	\$41.55	3	\$124.65
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	\$207.76	35	\$7,271.60

VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR
PERUSER MONTHLY SUBLIC ALL LANGS

\$75.31

45

\$3,388.95

Subtotal:	\$13,188.85
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$13,188.85
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$13,188.85
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Shipping Group Details

Shipping To

BONNIE HATTER
 TOWN OF HALFMOON
 2 HALFMOON TOWN PLAZA
 HALFMOON, NY 12065
 (518) 371-7410

Shipping Method

Standard Delivery

DYNAMICS 365 FIELD SERVICE PER USER	\$986.85	Quantity 1	Subtotal \$986.85
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Estimated delivery if purchased today:
 Dec. 01, 2021
 Contract # C000000457014
 Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
DYNAMICS 365 FIELD SERVICE PER USER	AB886985	-	1	-
			Quantity	Subtotal
VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG SUBSVL MVL PERUSR		\$17.71	80	\$1,416.80

Estimated delivery if purchased today:
 Dec. 14, 2021
 Contract # C000000457014
 Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG SUBSVL MVL PERUSR	AB885096	-	80	-
			Quantity	Subtotal
VLA ENTERPRISE AUDIOCONFGCC SHRDSVR ALNG SUBSVL MVL PERUSR		\$41.55	3	\$124.65

Estimated delivery if purchased today:
 Dec. 13, 2021
 Contract # C000000457014
 Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIOCONFGCC SHRDSVR ALNG SUBSVL MVL PERUSR	AB885097	-	3	-
			Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG		\$207.76	35	\$7,271.60

Estimated delivery if purchased today:
 Dec. 14, 2021
 Contract # C000000457014
 Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	AB885095	-	35	-
			Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS		\$75.31	45	\$3,388.95

Estimated delivery if purchased today:
 Dec. 14, 2021
 Contract # C000000457014
 Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
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Subtotal:	\$13,188.85
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00

Total:	\$13,188.85
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Proposal ID

1132391.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	80	80	1.0	No	User Licenses

Products	Enterprise Quantity
O365 Gov Plan	
O365 GCC E1	45
O365 GCC E3	35

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	35	80	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level

2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

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#309-21



CivicCMS License and Service Agreement Town of Halfmoon, NY

License and Service Agreement

Date: November 1, 2021

Client: Town of Halfmoon, NY

Client Address: 2 Halfmoon Plaza, Halfmoon, NY 12065

Phone: (518) 371-7410

This License and Service Agreement ("Agreement") sets forth the agreed upon terms and conditions under which CivicPlus, LLC ("CivicPlus") will provide the Services, as outlined and defined in the attached Exhibit A – Statement of Work ("SOW").

Recitals

Whereas, CivicPlus is the current primary website service provider for Client;

Whereas, the Client is currently under contract with CivicPlus, as an assignee of all Virtual Towns and Schools (dba Virtual Town Hall Holdings, LLC) customer contracts, for the website hosting services as set forth in the original License & Service Agreement signed on May 8, 2012; and

Whereas, CivicPlus and Client wish to renew the License and Services terms of Agreement as set forth in Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

Term and Termination

1. This agreement shall be for a one-year period, starting at the Client's current annual renewal term (December 1, 2021), and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules or any other intellectual property of any software or other original works created by or licensed to CivicPlus prior to the



15. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

Liability

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
20. Client shall comply with all applicable local, federal, and state laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Indemnification

21. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreements.

Force Majeure

22. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public



enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.

Miscellaneous

- 23. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.
- 24. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
- 25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 26. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: Millard Rose
Title: _____	Title: VP/General Manager, CivicCMS
Date: _____	Date: _____



CivicPlus Website Services – Exhibit A Annual Services

Hosting

- Secure Hosting in domestic data center
- Shared Web/SQL Server
- Redundant ISP
- 24/7 Monitored facility
- Redundant Power supplies with back-up generator
- Daily backups off-site
- 99.9% Uptime
- Intrusion Detection & Prevention

Support

- 24/7 Emergency Support
- Up to Five (5) Designated Support Users
- Unlimited User Support, 9am to 5pm, Monday – Friday
- Personnel dedicated solely to User Support
- Same day response (24 Hour Window)
- Online Training & Support Documentation
- Monthly User Tutorials

CMS Application & Modules

- Annual CMS Usage License
- Periodic CMS Upgrades
- Core Drupal Upgrades, as Applicable
- Periodic Module Upgrades
- Install Service Patches, as Applicable

Total Annual Cost

\$2,756.25

Annual cost may be pro-rated to match fiscal year, if desired. Additional supported users may be added at an annual cost of \$250 per user.

Included in your website package:

Robust Search Functionality Google Analytics for Traffic Statistics E-Subscriber Mail Lists Online Web Forms	Online Monthly User Webinars Social Media Integration No Limit as to the Number of Pages You Can Add Over Time
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A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000094676221.3	Sales Rep	Samuel Diawisie
Total	\$12,063.52	Phone	(800) 456-3355, 80000
Customer #	6103219	Email	Samuel_Diawisie@Dell.com
Quoted On	Nov. 24, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Dec. 24, 2021		TOWN OF HALFMOON
Contract Name	Dell NYS Umbrella Contract		2 HALFMOON TOWN PLZ
	PM20820		HALFMOON, NY 12065-6550
Contract Code	C000000005000		
Customer Agreement #	PM20820/1000041162		
Deal ID	22580658		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Samuel Diawisie

Shipping Group

Shipping To	Shipping Method
BONNIE HATTER TOWN OF HALFMOON 2 HALFMOON TOWN PLAZA HALFMOON, NY 12065 (518) 371-7410	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Chief X-Large FUSION XPA1UB - Cart for LCD / plasma panel - black - screen size: 55-inch-100-inch	\$1,313.81	1	\$1,313.81
OptiPlex 7080 XE Micro	\$1,045.64	1	\$1,045.64
C8621QT, 217.4 cm (85.6"), 4K, HDMI, DP, USB-C, Spkr	\$6,347.99	1	\$6,347.99
Logitech Rally Plus	\$2,339.10	1	\$2,339.10
TAP + JUMPSTART BDL DELL ONLY	\$1,016.98	1	\$1,016.98

Subtotal:	\$12,063.52
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$12,063.52
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$12,063.52
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Shipping Group Details

Shipping To

BONNIE HATTER
TOWN OF HALFMOON
2 HALFMOON TOWN PLAZA
HALFMOON, NY 12065
(518) 371-7410

Shipping Method

Standard Delivery

	Quantity	Subtotal
Chief X-Large FUSION XPA1UB - Cart for LCD / plasma panel - black - screen size: 55-inch-100-inch	1	\$1,313.81
Estimated delivery if purchased today: Dec. 07, 2021 Contract # C000000005000 Customer Agreement # PM20820/1000041162		

Description	SKU	Unit Price	Quantity	Subtotal
Chief X-Large FUSION XPA1UB - Cart for LCD / plasma panel - black - screen size: 55-inch-100-inch	A9600607	-	1	-
			Quantity	Subtotal
		\$1,045.64	1	\$1,045.64

OptiPlex 7080 XE Micro

Estimated delivery if purchased today:
Feb. 11, 2022
Contract # C000000005000
Customer Agreement # PM20820/1000041162

Description	SKU	Unit Price	Quantity	Subtotal
Dell Meeting Space Solution, OptiPlex 7080 Micro	210-AXUJ	-	1	-
10th Generation Intel Core i7-10700T (8-Core, 16MB Cache, 2.0 GHz to 4.5 GHz, 35W)	338-BVNH	-	1	-
Teams Room with Windows IoT SAC	619-APNC	-	1	-
No Productivity Software	630-AAPK	-	1	-
16GB (2x8GB) DDR4 non ECC memory	370-AFWC	-	1	-
M.2 128GB PCIe NVMe Class 35 Solid State Drive	400-BEUY	-	1	-
Thermal Pad	412-AALV	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1	-
OptiPlex 7080 Micro XE 35W	329-BEUI	-	1	-
130 Watt AC Adapter	450-AHYZ	-	1	-
Power Cord	450-AAZN	-	1	-
Internal Wireless Antennas	555-BFPV	-	1	-
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	555-BFRK	-	1	-
Intel(R) Wi-Fi 6 AX201 2x2 (Gig+) + Bluetooth 5.1	555-BFUF	-	1	-
No Stand Option	575-BBBI	-	1	-
No Additional Cable Requested	379-BBCY	-	1	-
Optional HDMI 2.0b Video Port	382-BBFI	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English	580-AJJG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-

No Cable Cover	325-BCZQ	-	1	-
Dell Meeting Space Solution	640-BBSF	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
System Monitoring not selected in this configuration	817-BBSI	-	1	-
Quick Start Guide for OptiPlex 7080 Micro	340-CQNH	-	1	-
US Order	332-1286	-	1	-
No UPC Label	389-BCGW	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BB JL	-	1	-
Ship Material for OptiPlex Micro Form Factor	340-CQYN	-	1	-
Shipping Label	389-BBUU	-	1	-
Regulatory Label for 130 W Adapter	389-DVNX	-	1	-
Intel Core i7 vPro Processor Label	340-CPOZ	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
No Identity Module	325-BDWS	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
No AutoPilot	340-CKSZ	-	1	-
No Optane	400-BFPO	-	1	-
Intel vPro Technology Enabled	631-ACNM	-	1	-
Speaker for OptiPlex MFF	520-AARC	-	1	-
No Option Included	340-ACQQ	-	1	-
Dell Limited Hardware Warranty Plus Service	817-6153	-	1	-
ProSupport: Next Business Day Onsite, 39 Months	817-6157	-	1	-
ProSupport: 7x24 Technical Support, 39 Months	817-6179	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Flexible Catalog Config Teams, OptiPlex 7080 XE	610-BCHY	-	1	-

	Quantity	Subtotal
C8621QT, 217.4 cm (85.6"), 4K, HDMI, DP, USB-C, Spkr	\$6,347.99	1
		\$6,347.99

Estimated delivery if purchased today:
Apr. 26, 2022
Contract # C000000005000
Customer Agreement # PM20820/1000041162

Description	SKU	Unit Price	Quantity	Subtotal
Dell 86 4K Interactive Touch Monitor - C8621QT, 217.4 cm (85.6"), 4K, HDMI, DP, USB-C, Spkr	210-AWKC	-	1	-
Dell Limited Hardware Warranty	835-5926	-	1	-
Advanced Exchange Service 3 Years	835-5927	-	1	-
			Quantity	Subtotal

Logitech Rally Plus

Estimated delivery if purchased today:
Jan. 17, 2022
Contract # C000000005000
Customer Agreement # PM20820/1000041162

\$2,339.10 1 \$2,339.10

Description	SKU	Unit Price	Quantity	Subtotal
Logitech Rally Plus Videoconferencing Kit - 4K - Black	AA360516	-	1	-

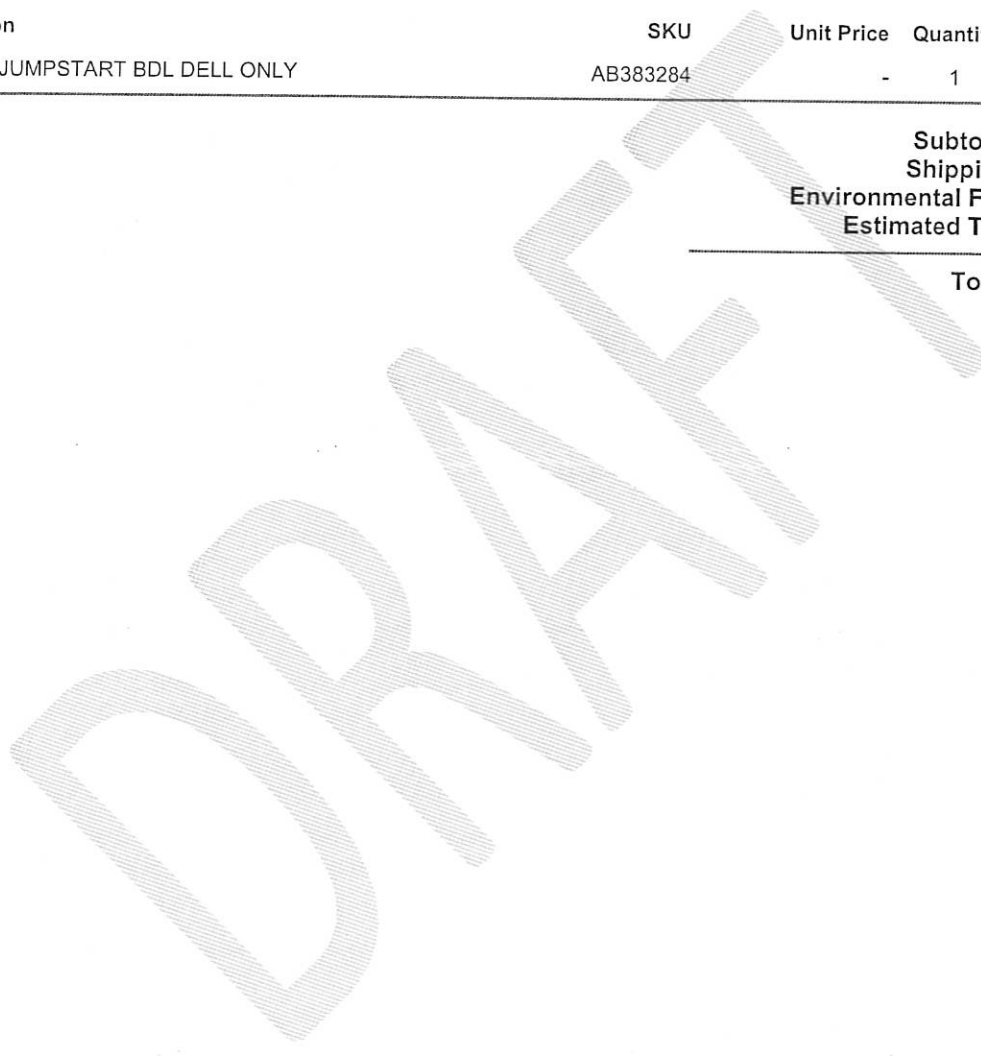
TAP + JUMPSTART BDL DELL ONLY

Estimated delivery if purchased today:
Jan. 17, 2022
Contract # C000000005000
Customer Agreement # PM20820/1000041162

Quantity Subtotal
\$1,016.98 1 \$1,016.98

Description	SKU	Unit Price	Quantity	Subtotal
TAP 2.0 + JUMPSTART BDL DELL ONLY	AB383284	-	1	-

Subtotal:	\$12,063.52
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$12,063.52



Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.