

TOWN BOARD MEETING AGENDA
January 5, 2022

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.

BLOOD DRIVE: Halfmoon Town Hall on Thursday, January 13, 2022 from 1:00 pm to 6:00 pm. To schedule an appointment, please call 1-800-RED CROSS or visit redcrossblood.org. Please use sponsor code HALFMOONTOWNHALL.

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 –

1. Town Clerk Fees Submitted to the Supervisor - \$6,017.29

DEPARTMENT MANAGER MONTHLY REPORTS – (Can be viewed at the Town Clerk's Office) Animal Control, Receiver of Taxes, Highway Department, Town Clerk, Recreation Department, Assessor's Office,

CORRESPONDENCE

1. Received from the Town Planning Board Resolutions approved at the December 13, 2021 meeting: Sign Applications for Albany Med, 453 Route 146 and for Lamar Advertising, 155 Stone Quarry Road, Approval of a Change of Use/Tenant & Sign Applications for Johnson Capital Realty LLC, 1433 Route 9, for Co-Location of Telecommunications Equipment for Dish Wireless, 15 Solar Drive, for 15 Route 236, for Elizabeth Street Extension and for 7 Vosburgh Road, for of the Site Plan Approval for Hoffman's Car Wash, 1589 Route 9, Approval for a Minor Subdivision by DCG Development Company, 1542 Route 9, for an Addition to Site Plan Request for the Twin Bridges Parking Lot Expansion #2, 1636 & 1638 Route 9, and Regarding Preliminary Subdivision Approval for Hanks Hollow Residential Subdivision, 73 Staniak Road.

2. Received from the West Crescent Fire District, the results of the election held on December 14, 2021, electing William Bryans to a five (5) year term on the Board of Fire Commissioners beginning January 1, 2022 and run through December 31, 2026.

3. Received from the Halfmoon – Waterford Fire District, the results of the election held on December 14, 2021 electing Earl McMahon to a five (5) year term for Commissioner beginning January 1, 2022 and run through December 31, 2026.
4. Received from the Halfmoon Fire District #1, the results of the election held on December 14, 2021, electing John Pingelski, Jr. to a five (5) year term for Commissioner beginning January 1, 2022 and run through December 31, 2026.
5. Received from Charleen Zetena, a thank you card and a donation for the Senior Express for the very excellent service!
6. Received from Halfmoon Fire District #1, (Hillcrest) their Independent Auditor's Report and the notes to Annual Update Document Financial Statements for the fiscal year ending December 31, 2020.
7. Received from the Clifton Park - Halfmoon Fire District #1, the results of the election held on December 14, 2021, electing Thomas Meehan to a five (5) year term for Commissioner beginning January 1, 2022 and run through December 31, 2026, Approved a resolution to change the Treasurer position to appointed and approved a resolution to declare a 2007 KME Engine Rescue as a surplus.
8. Received from Dana Cunniff, the Receiver of Taxes, her Notice of Receipt of Tax Roll and Warrant for the year 2022.
9. Received from Helen Gatulik, a Christmas, and thank you card to the Halfmoon Senior Express with a generous donation for all they do for the seniors. It is greatly appreciated.

NEW BUSINESS

47. Resolution to approve minutes of Town Board Meeting of December 15, 2021 as presented.
Resolution Introduced by Town Clerk Bryan
48. Resolution that the Town Board hereby directs the Assessor to grant exemptions pursuant to Executive Order 11.1 on the 2022 assessment roll to all property owners who received that exemption on the 2021 assessment roll pursuant to Real Property Tax Law sections 459-c and 467, thereby dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for Assessors to mail applications to such persons. The Assessor may require a renewal application to be filed when he or she has reason to believe that an owner who qualified for the exemption on the 2021 assessment roll may have since changed his or her primary residence, added another owner to the deed,

transferred the property to a new owner, or died, subject to the review and approval of the Town Attorney.

Resolution Introduced by Assessor Zarelli

49. **Resolution** that the Town Board hereby authorizes the Supervisor to enter into an agreement with Tyler Technologies for a terminal to process payments for a one-time fee of \$419.00 with an annual PCI Service Fee of \$180.00, and hereby authorizes the Supervisor to execute said agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Comptroller Hatter

50. **Resolution** that the Town Board hereby authorizes the Supervisor to enter into an agreement with MyRec.com for software, training, support, program management, online registration and other services for the Recreation Department for an annual fee of \$3,695.00, and hereby authorizes the Supervisor to execute said agreement, subject to the review and approval of the Town Attorney.

Resolution Introduced by Recreation Director MacNeil

51. **Resolution** that the Town Board of the Town of Halfmoon supports a modification of Saratoga County LL-2 (as amended) to increase the threshold population for the addition of a County Board of Supervisor seat from 25,000 to 27,500.

Resolution Introduced by Supervisor Tollisen

52. **Resolution** that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.

Resolution Introduced by Comptroller Hatter

PUBLIC COMMENT (for discussion of non-agenda items)

ADJOURN



Sales Quotation For:
 Town of Halfmoon
 2 Halfmoon Town Plaza
 Halfmoon NY 12065

Quoted By: Tami Bates
 Quote Expiration: 6/14/22
 Quote Name: Tyler Payments for Halfmoon, NY

Tyler Fees per Transaction

Description	Incode	Net Unit Price
Tyler Payments		
ERP Tyler Payments		\$ 0.00

Third Party Software & Hardware

Description	Incode	Quantity	Unit Price	Extended Price	Maintenance
Hardware					
Tyler Payments PCI Service Fee (Per Device)		1	\$ 0	\$ 0	\$ 180
Tyler Payments Lane 3000 Terminal Purchase		1	\$ 419	\$ 419	\$ 0
TOTAL:				\$ 419	\$ 180

#49

Summary	One Time Fees	Recurring Fees
Total Third Party Hardware, Software, Services	\$ 419	\$ 180
Total Tyler Services		
Summary Total	\$ 419	\$ 180
Contract Total	\$ 599	

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Monthly & Annualized Costs	
<u>Monthly Cost</u> – To brand, customize, access reports and payment data with unlimited logins, support and upgrades to Tyler Payments	No Cost
Development Costs	
<u>One Time Cost</u> – Complete integration into Tyler applications	No Cost
Payer Electronic Payment Costs If passing transaction costs to the payer	
<u>Payer Utility and Misc POS Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for utility transactions utility and misc POS transactions	3.00% \$2.50 minimum
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Monthly Gateway Fee</u>	\$10.00
<u>Card Terminal Purchase</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000: \$419 (one-time fee per device) Lane 5000: \$529 (one-time fee per device) Plus \$15 per month, per device PCI fee (billed annually)



MyRec.com Recreation Management Software
STANDARD AGREEMENT

This Agreement is made this 22nd day of December 2021 between:

Business Name ("Client"): Halfmoon, NY (Recreation) Purchase Order Number:

Having its principal place of business at:

Address: 2 Halfmoon Town Plaza

City: Halfmoon State: NY Zip: 12065

Phone: 518-371-7410 x2272

And

Business Name: MyRec.com

Having its principal place of business at:

PO Box 302

City: Killington State: VT Zip: 05751

Phone: 866-466-9732 Fax: 802-440-3074

Email: info@myrec.com

In consideration of Client retaining MyRec.com to provide recreation management software with online registration for Client, it is agreed as follows:

1. Compensation and Terms

The above-named Client retains MyRec.com, and MyRec.com agrees to perform the following services: Recreation management software with online registration. Client is solely responsible for all data entered into the software.

Term shall be January 1, 2022 to December 31, 2022 and will renew each year thereafter with Client's approval.

The following fees shall apply:

Annual System Fee: \$3,695.00

Total: Annual Fee based on over \$150,000.00, but under \$200,000.00 in clients annual revenue: \$3,695.00

Fee is based on annual revenue and will change each year accordingly. Fee includes: Web based software with unlimited training & support, program management, online registration portal website, facility scheduling, reservations, memberships with card scanning, financial reporting, team management, email marketing, after school/camp programming, point of sale inventory, domain, hosting, SSL, and more. *Annual System Fees may change. Clients will be notified a minimum of 6 months prior to fees taking effect. Client is responsible for executing an agreement with a MyRec.com approved credit card processor for online payments. There are no other annual software fees. This agreement does not include any additional development or modification to the system. Includes Free one-time Custom Site Design!

2. Warranties by MyRec.com

MyRec.com represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement; . However, Client will not determine or exercise control as to general procedures, formats or sub-contracting necessary to have these services meet Client's satisfaction.



MyRec.com

Recreation Software

802-465-9732 INFO@MYREC.COM

3. Independent Contractor

MyRec.com acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

4. Confidentiality

MyRec.com recognizes and acknowledges that this Agreement creates a confidential relationship between MyRec.com and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

5. Non-Disclosure

MyRec.com agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client.

6. Grant

Client agrees that copyrights to MyRec.com's work product produced in the performance of this Agreement shall remain the exclusive property of MyRec.com, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without MyRec.com's prior written consent. Any rights granted to Client under this Agreement shall not affect MyRec.com's exclusive ownership of the work copyright.

IN WITNESS WHEREOF, Client and MyRec.com have duly executed this Agreement as of the day and year first above written.

MyRec.com

Name: Ian Foley

Title: Chief Executive Officer

Date: 12/22/2021

Signature:

Halfmoon, NY

Name:

Title:

Date:

Signature:

Billing Information

Name:

Address:

City:

State:

Zip Code:

E-Mail: