The January 5, 2022 meeting was called to order at 7:00 pm by Town Supervisor Tollisen in the A. James Bold Meeting Room with the following members present:

Kevin J. Tollisen, Supervisor Paul L. Hotaling, Councilman John P. Wasielewski, Councilman Jeremy W. Connors, Councilman Eric A. Catricala, Councilman Lyn A. Murphy, Town Attorney Cathy L. Drobny, Deputy Town Attorney Lynda A. Bryan, Town Clerk

#### 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. and use sponsor code HALFMOONTOWNHALL.

#### **TOWN MEETINGS:**

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

Zoning Board of Appeals: 1st Monday of month at 7:00 pm. Pre-meeting at 6:45pm Planning Board Meeting: 2nd & 4th Monday of the month at 7:00 pm. Pre-meeting at 6:15 pm (If the Holiday falls on a Monday, the meeting will be held on the next day, Tuesday).

PUBLIC COMMENT (for discussion of agenda topics)

#### REPORTS OF BOARD MEMBERS AND TOWN ATTORNEY

Kevin J. Tollisen (Town Supervisor) It is the 100<sup>th</sup> Birthday of Frank Pingelski and while we are going to try to bring him here at the next meeting, we do not know if he will be coming or not. We are going to silently at this meeting pass a resolution honoring his 100<sup>th</sup> Birthday in the Town of Halfmoon. If we cannot get him here then the Town Board will head over to his house and do it there for him.

Mr. Pingelski is a life-long member of Halfmoon and has contributed so much to us. If you know him, which most of us do, that man is still working and probably in better shape than me who is turning 50 today and half his age! He is just a true and wonderful man and it is our privilege to honor him on his 100th Birthday!

We are going to do this tonight without his family's knowledge and then formally at the next meeting if possible and if not we will bring it over to him.

#### RESOLUTION NO. 53-2022

Offered by Councilman Hotaling, seconded by Councilman Connors: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala Resolution Introduced by Supervisor Tollisen

RESOLVED, that the Town Board honors Frank Pingelski, a life-long resident of Halfmoon on his 100<sup>th</sup> Birthday, and acknowledges the many contributions that he has made throughout his lifetime.

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

I have to take a minute, the Supervisor mentioned a 50<sup>th</sup> birthday. There isn't very many people in the Town of Halfmoon who have spent more than half of their life giving back to the town. Kevin, what you have done for the Senior Center, for the youth and all of our residents, I want to personally say thank you and Happy Birthday.

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

Thank you Mr. Supervisor. I echo the sentiments of Councilman Hotaling. Kevin, you also have done amazing things with Veterans and Emergency Services in this town. Wishing you all the best and Happiest of Birthday's!

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

Thank you, Mr. Supervisor. I, too will wish you a very Happy Birthday. 50 only comes once and you are here with us giving back to the town like you always do. Thank you very much for everything that you do. Your mindful fiscal responsibilities that you put forth to ensure that this town is run in such a manner that gives back so much but yet runs smoothly and is fiscally responsible. Thank you for that.

Second of all, Mr. Highway Superintendent, thank your crews for coming out Christmas Day. That takes a lot away from family time as you well know, you've done it many years yourself. That's a huge burden to take. I know that it's your job but Christmas away from family making sure that the roads are safe. Please pass along to the crew our thanks from the Board.

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

Supervisor Tollisen: Happy Birthday, Mr. Catricala.

On that note, I am much older than Kevin. I have known him since middle school, a long time.

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

Once again, Happy Birthday. Today at the Senior Center during their monthly business meeting, we handed out the Covid Home Test Kits to the seniors who are Halfmoon residents. This is conjunction with the Drive through that we are holding tomorrow from 1-3 right here on campus. They were very more than grateful and wanted to express their thanks to you, Kevin.

Supervisor Tollisen: Just a reminder, this announcement has been on Facebook and Chanel 10 and other media outlets. There is a free test kit drive through between 1

& 3 for Halfmoon residents. We do have a very limited supply and it is one per household.

Dana Cunniff (Receiver of Taxes): (1) Chair of Committee on Residents Relations

Lyn Murphy, Esq., (Town Attorney) Happy Birthday to both of you. Kevin, welcome to the club. I spent my birthday in the very same room! I have no report, everything I have is on the agenda.

Cathy Drobny, Esq. (Town Attorney) Happy Birthday Kevin and I have no report this evening.

PUBLIC COMMENT (for discussion of agenda topics) No one came forward

Supervisor Tollisen: Department Reports and the monthly Department Manager Reports are listed and can be viewed in the Town Clerk's Office. We do ask our Department Managers to provide monthly reports in addition to having Department Manager monthly meetings that we all discuss the important things that go on in each of the offices.

#### **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.

Received & Filed

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.

Received & Filed

- 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. Received & Filed
- 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. Received & Filed
- 5. Received from Charleen Zetena, a thank you card and a donation for the Senior Express for the very excellent service!

  Received & Filed

6. Received from Halfmoon Fire District #1, their Independent Auditor's Report and the notes to Annual Update Document Financial Statements for the fiscal year ending December 31, 2020.

Received & Filed

- 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. Received & Filed
- 8. Received from Dana Cunniff, the Receiver of Taxes, her Notice of Receipt of Tax Roll and Warrant for the year 2022.

  Received & Filed
- 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.

Received & Filed

#### **NEW BUSINESS**

#### RESOLUTION NO. 47-2022

Offered by Councilman Connors, seconded by Councilman Catricala: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala Resolution Introduced by Town Clerk Bryan

RESOLVED, that the Town Board approves the minutes of Town Board Meeting of December 15, 2021 as presented.

#### RESOLUTION NO. 48-2022

Offered by Councilman Connors, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala Resolution Introduced by Assessor Zarelli

RESOLVED, 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 NO. 49-2022

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Personal Computer Technician Mikol

RESOLVED, 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 NO. 50-2022

Offered by Councilman Connors, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala Resolution Introduced by Recreation Director MacNeil

RESOLVED, 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 NO. 51-2022

Offered by Councilman Connors, seconded by Councilman Wasielewski: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Supervisor Tollisen

WHEREAS, the Town Board of the Town of Halfmoon recognizes the importance of having consistency in the form and content of our County Government; and

WHEREAS, the Town Board further recognizes that the current weighted vote system utilized by the County Board of Supervisors has enabled Saratoga County to excel; and

WHEREAS, to maintain the current weighted vote system the County Board of Supervisors must modify Saratoga County LL2-1968(as amended) to increase the threshold population figure which would create a second Board of Supervisor position for any municipality from a population of 25,000 to a population of 27,500;

#### NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. 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 NO. 52-2022

Offered by Councilman Wasielewski, seconded by Councilman Hotaling: Approved by the vote of the Board: Ayes: Tollisen, Hotaling, Wasielewski, Connors, & Catricala

Resolution Introduced by Comptroller Hatter

**RESOLVED**, that the Town Board authorizes the Comptroller to make the attached Creation of Appropriations.

A resolution is necessary to close the project budgetary accounts within the Miscellaneous Capital Projects Fund for the Vosburgh Road Preserve trail. The project was funded by grants

from the Hudson River Valley Greenway and the County of Saratoga along with Recreation Fees held in the Special Revenue fund.

**DEBIT: Appropriations** 

35-960

\$27,500.00

Subsidiary: Special Recreation Facilities-Vosburgh Road Preserve trail

35-5-7180.23

\$27,500.00

CREDIT:

**Estimated Revenues** 

35-510

\$27,500.00

Subsidiary:

Culture & Recreation-Capital Project-Grant

35-4-3897.00

\$10,000.00

Subsidiary:

Other Unclassified Revenues, Saratoga County Trails Grant

35-4-2770.10

\$10,000.00

Subsidiary:

Interfund Transfers

35-4-5031.00

\$ 7,500.00

A resolution is necessary to create appropriations within the Special Revenue fund from Recreation Fees in the not exceed amount of \$6,000 per resolution dated January 3, 2022 for the purchase of historical markers to be placed throughout the Town.

**DEBIT: Unappropriated Fund Balance** 

25-911

\$6,000.00

CREDIT:

Appropriations

25-960

\$6,000.00

Subsidiary:

Historian- Equipment

25-5-7510.20

\$6,000.00

#### PUBLIC COMMENT (for discussion of non-agenda items)

**Darlene McGraw:** Darlene wished Supervisor Tollisen a very Happy 50<sup>th</sup> Birthday and presented him with 50 cookies that she made. She also donated Hot Chocolate to the Food Pantry.

• She would like to see the Towns of Halfmoon and Clifton Park work together to make the Crossing's area safer for travel. Maybe more signs or lane painting. I almost got hit there.

Supervisor Tollisen: It sounds like an enforcement issue. The towns of Clifton Park and Halfmoon work together a lot. At that intersection, the extension of sidewalks almost to Twin Lakes, the new turn lanes and traffic signals are a result of two towns working together and combining our grants and resources to make things happen. Tomorrow is another example of the Towns of Clifton Park and Halfmoon working together and getting the distribution of kits out, as we work together on multiple projects during the year. Supervisor Barrett and I are in touch on a weekly basis. Yes, you are right, it does have to happen more often with other towns and municipalities. We all have to work together.

Darlene McGraw: You are doing a great job, by the way. We also need a Thank the Highway Department Day.

Supervisor Tollisen: Thank you for the cookies. We will share them with the staff tomorrow.

There being no further business to discuss or resolve, on a motion by Councilman Connors and seconded by Councilman Wasielewski, the meeting was adjourned at 7:25 pm.

Respectfully Submitted,

Lynda A. Bryan, Town Clerk



Quoted By: Quote Expiration:

Quote Name:

Tami Bates 6/14/22 Tyler Payments for Halfmoon, NY

## Sales Quotation For:

Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon NY 12065

# Tyler Fees per Transaction

Tyler Payments PCI Service Fee (Per Device) Tyler Payments Lane 3000 Terminal Purchase TOTAL:	Hardware	Description	ERP Tyler Payments  Third Party Software & Hardware	Description Tyler Payments
н н		Ouantity L		
\$ 0 \$ 419		IIII) Price		
\$ 0 \$ 419 <b>\$ 419</b>		Extended :		N.
\$ 180 \$ 0 \$ 180		alitionance	\$ 0.00	at Unit Price

\$ 599	Total Third Party Hardware, Software, Services Total Tyler Services Summary Total	One Time Fees \$ 419 \$ 419	Recurring Fees \$ 180 \$ 180
	Total Tyler Services	4	0.00 ¢
\$ 599	Summary Total	\$ 419	\$ 180
	Contract Total	\$ 599	ý 100 1

### Comments

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

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

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. 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-

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

- available accessible. • 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
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement. 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 Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the
- 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.
- upon delivery of custom desktop procedures, by module. o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50%
- the actual services delivered on a time and materials basis. 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

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

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment. 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 invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by

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

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

	Print Name:	Customer Approval:	
244			
	P.O.#:	Date:	יין יייישורטי כי יט ומוכו.
			סימוני.

Monthly Cost – 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
Poyer Utility and Misc POS Card Cost – 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
Credit Card Chargebacks — if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
eCheck Rejects – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
Monthly Gateway Fee	00 015
Card Terminal Purchase – 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

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

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#### 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.



3 Independent Contrastor

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.

#### 1 Configuration

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

MyRac.com

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.

Halfmoon, NY

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

Name: Ian Foley	Name:		
Title: Chief Executive Officer	Title:		
Date: 12/22/2021	Date:		
Signature:	Signature:		
	Billing Information		
	Name:		
	Address:		
	City:	State:	Zip Code:
	E-Mail:		