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Charles Snyder

From: Jeanne Viger
Sent: Thursday, April 16, 2026 9:08 AM
To: Charles Snyder; Joe McCann; Raymond Wrazen; Jessica Armbrust
Cc: Stephanie Meyer
Subject: Online Tax Payments Contract - 4/21 Working Session Topic
Attachments: TOA MunicPay Contract.pdf

Board Members,

I've walked you all through this one on one but wanted to share the details. As you may or may not remember, I'll be in Albany on Tuesday at clerk training and Steph will be representing me at the working session.

At no cost to taxpayers to implement, signing this eCheck/ACH contract enables us to offer residents the ability to process their eCheck tax payments online at a nominal cost of \$1.50 per payment. We already have a contract with MunicPAY to process in-person credit cards that will carry over for online credit card transactions which carries a 2.65% fee.

Risks:

Below you'll see the terms that stood out to Brigid. Please know that the Personal Guarantee Section is not required. I asked the provider to make these changes and received a response that the contract is non-negotiable. On the back end of the business, this will add a few more layers of work for my team and I but the benefit to the resident far outweighs all of that.

Advantages:

Many municipalities use this service as-is including Grand Island, Brant and Boston – that I'm aware of. This is a national company with thousands of municipal customers who have signed this same contract. All things being equal, 4% of Grand Island's tax payments are processed online with ~65% being eChecks/ACH. The greatest value to be gained is a positive resident experience. Offering a way to pay taxes online also improves collection rates.

Timing:

If we're all systems go, ideally, I'd like to be able to promote this option while we're still collecting 2026 Town & County taxes and treat it as a trial run prior to school tax season. This lead time would allow me to develop a communication launch plan.

Please feel free to respond to all with questions.

Note: please be aware that sensitive banking information is in the attached contract.

Thank you,

Jeanne

From: Brigid M. Maloney <bmaloney@lippes.com>
Sent: Friday, March 20, 2026 10:55 AM

Stephanie Meyer

From: Jeanne Viger
Sent: Wednesday, April 15, 2026 1:43 PM
To: Stephanie Meyer
Subject: FW: MuniciPay Contract
Attachments: TOA MuniciPay Contract.pdf

From: Brigid M. Maloney <bmaloney@lippes.com>
Sent: Friday, March 20, 2026 10:55 AM
To: Jeanne Viger <jviger@townofaurorany.gov>
Subject: MuniciPay Contract

Jeanne,

The agreement contains a number of terms that are unfavorable to the Town. Below are only a few of them which I have identified as being the most material, and must be addressed before the Town can sign:

Contract Section	Recommendation
Personal Guarantee Section (pg. 2)	Delete this section – DO NOT SIGN. As a municipality, the Town's obligations are backed by its taxing authority, making a personal guarantee unnecessary.
Unilateral Fee Changes/Amendments (Section 33 & 36)	The Town cannot allow unilateral unbudgeted, unapproved price changes by the vendor. Please either delete this section or change the notice requirement to 30 days, plus add the Town's right to terminate without penalty in the event of a price increase.
Termination (Section 31)	Add mutual termination rights notice requirements for the benefit of the Town; also allow the Town to cure any breach, and eliminate or cap the termination fee.
One-Sided Indemnification (Section 26)	Make mutual or delete.
Governing Law/Venue (Section 39)	Change to New York law, Erie County venue
Broad Security Interest (Section 27)	Limit to settlement and reserve accounts only. Delete reference to Town's deposit accounts.
One-Sided Attorney's Fees (Section 38)	Make mutual or change attorneys' fees clause to award attorneys fees prevailing-party in the event of litigation.
Assignment (Section 30)	Require notice to Town prior to assignment and add language allowing Town to terminate on objectionable assignment.

Should you have any questions, please let me know,