

**Planning, Economic Development,
Environmental and Intergovernmental Affairs
Wednesday, January 24, 2024 @ 11:00 AM
Madison County BOS Chambers**

AGENDA

11:00 AM Call Meeting to Order

- New Committee Chair - Eve Ann Shwartz

Approval of Minutes

- Approval of October and November Minutes

Department and Agency Reports

1. Authorizing the Modification of the 2023 Adopted County Budget (Parks)
2. Sales Tax Update - Cindy Edick
3. Real Property Update
4. Career Center Update - Ellen Bowe
5. IDA Update - Kipp Hicks
6. CCE Update - Larkin Podsiedlik
7. Tourism Update
8. Planning Update - Scott Ingmire
9. MCPLUS Update - 11:20 am Call with Andy Lukasiewicz and Bart Bretsch

Resolutions:

1. Authorizing Chairman to enter into an Agreement between the Oswego County Soil and Water District and Madison County
2. Appointing Member to the Madison County Tourism Board
3. Appointing Members to the Central New York Regional Planning and Development Board
4. Authorizing an Agreement extension with the Madison County Rural Health Council for a Mobility Management Program
5. Authorizing Chairman to enter into an Agreement with Pictometry International Corporation, DBA Eagleview
6. Authorizing the Extension of a Public Transit Agreement with Birnie Transit, INC and a Coordinated Service Memorandum of understanding with Birnie Transit, INC, Madison County, and Heritage Farm INC
7. Appointing Members to the Madison County Soil and Water Conservation District Board
8. Calling for a Public Hearing Regarding the Submission of a

Community Development Block Grant Application

9. Authorizing the Chairman to Award RFB 23-37 Madison County Reconnect Fiber Construction - Phase I and enter into an agreement with Syracuse Utilities
10. Appointing Members to the Region 7 Fish & Wildlife Management Board
11. Calling for a public hearing regarding the Implementation of a Cares Act Community Development Block Grant

Other Committee Business

1. Appointments to the Ag and Farmland Board

Preferred Agenda

Next Meeting:

1. February 21, 2024

Adjourn

**Planning, Economic Development,
Environmental and Intergovernmental Affairs
Wednesday, October 25, 2023 @ 11:00 AM
Chambers**

MINUTES

**11:00 Call Meeting to Order
AM**

Meeting was called to order at 11:01 am by Supervisor Pinard.

Committee Memebbers Present: Joseph Pinard, Joe Magliocca, Ronda Winn and Eve Ann Schwartz.

Others Present: Kristin Guinto, Ellen Bowe, Larkin Podsiedlik, Sarah Rosenthal, Sam Fields, Nell Ziggler, Cindy Palmer, Melissa Felton, Candy Morgan, Jamie Kowalczk, Ryan Chaires, Mark Scimone and Scott Ingmire.

Approval of Minutes

- Approval of September Minutes

Motion by Ronda Winn to Motion. Second by Joe Magliocca. The motion was Passed.

Department and Agency Reports

1. Sales Tax Update

Cindy reports currently \$1.7 million over or about 5.9% than last year, meaning the County is doing well at present. This was the highest quarter the County has ever had in its history, being \$11.3 million. In the past the County has never exceeded \$11 million. On track to close a good year.

2. Real Property Update

Ryan reports Becky and Karen are at a conference this week. Becky's retirement is coming up soon.

Melissa reports that there are properties in Sullivan, Georgetown and Munnsville that have been deemed toxic properties. These properties are being submitted to the NYS Oil Spill Fund for possible funding to clean up. Back in June, Melissa had emailed about the properties and has finally heard back that everything is pending due to lack of guidance from the state. Therefore unfortunately kind of just waiting for direction.

The pending tax foreclosure moratorium is not signed by the Governor and seems to be stalled in legislative matters. Melissa thinks that the County did a good thing not moving forward with the

foreclosure auctions this year and waiting for pending legislations. Cindy hopes that the state will do it right even though the process will be very timely.

3. Career Center Update - Ellen Bowe

Ellen reports:

1. Able to set up Uber to possible assist in transporting customers
2. Job Fair; setting up hopefully with Kallet in November
3. Working with Suny for possible grant for DEI initiatives for entry level wind technician
4. Attended a meeting at Canastota schools-looking to hold a career/job fair for students and residents
5. Met with MVCC, Apprenticeship staff; looking for construction employer input regarding the need for training in the construction trade; email sent out over a week ago, no current input. I need employers to provide their feedback, if you have any employers please let me know.
6. We have spent our 2022 YWE expenditure; placing approximately 10-15 youth into YWE with public and private employers.

4. IDA Update

Kipp not in attendance at this meeting, no updates at this time.

5. CCE Update

Joint Annual Meeting with Farm Bureau had great turnout, 65 people CCE's program year ended 9/30 (Federal Fiscal Year). We are still tallying total outreach numbers and finishing the annual report, but some early service numbers are:

Ag & AED: 49 programs with over
400 attendees
1,110 program hours
400+ direct technical assistance sessions with
125 different farming operations
185 AED/Farm Business
215 Crops
30 startups or diversifying businesses

Community Horticulture & Gardening: 141 program hours with 600 attendees, 80 questions answered by Master Gardener Volunteers

Youth: 400 program hours, 7500 youth contacts, 297 Ag in the Classroom Visits, 88 youth projects in state and district competitions

Tax Counseling: 1,221 tax return clients with \$1.06M in refunds

- Recent programs included
 - o Cover cropping
 - o Collecting weather data

- o Beginning Farmer Twilight Tour
 - o Food Preservation Series
 - o MAD Ideas Lecture on Jumping Worms: 50 attendees
 - o Direct technical assistance on securing new land, long term lease support, farm business plans, marketing a new nursery business using the Ag Business Center, and disease/pest issues.
- Upcoming Programs:
- o Estate Planning & Business Succession
- November 2nd**
- o Cover Cropping for Small Farms at Salt City Harvest Farm in Sullivan on **November 4th**
 - o MAD Ideas Film Panel on Farmer Mental Health on **November 9th**
 - o Celebrate Madison on **December 2nd**. We have spots remaining for 5-8 more local vendors.

We already have 34 4-H members enrolled for the year, and over half of those are brand new youth! We are aiming for 100 youth this year, so please help spread the word. Big thank you to Supervisor During for helping with recruitment in the town of Lincoln.

6. Tourism Update

Nell reports the board has hired Kaitlyn Lynch as the new Tourism Manager, offering a 6 month contract for now. Tourism as a whole wants to collaborate better with the Madison County Planning Department as well as the Buy Madison group.

Currently working to update their strategic plan the Board has brought in a local person that had ties already to long standing partners.

7. Planning Update

Scott reports the two grants we've had open for Delphi Falls is in the works now to close. Its been a very long process working with the State on these grants but in total we received over a million dollars in funds.

Recently 3 EV charging stations were newly installed in the Main County Office Building parking lot. Currently working on setting the accounts for payments making them ready for use.

8. MCPLUS Update

John reports the project is moving along very well, they're going to be positioning the first hut in the Town of Sullivan on Nov. 3rd at about 10 am near the Legion. A bid search is currently open for a

fiber contractor, with hopes to fill by the end of this year with hopes of big progress commencing next year.

Resolutions:

1. Calling for a Public Hearing regarding the Implementation of a Community Development Block Grant

Motion by Eve Ann Shwartz to Approve. Second by Joe Magliocca. The motion was Passed.

2. Terminating a Development Agreement with Savarino Companies

Savarino Companies is now out of business. All monies from the grant already spent can be used moving forward. Savarino entered the site into the Brownfield program with DEC, if a new contractor wants to stay in the program they do have the opportunity to still work with DEC. Moving forward a new RFP is needed to proceed, due to inflation and renewed emphasize on housing.

Motion by Joe Magliocca to Approve. Second by Ronda Winn. The motion was Passed.

Other Committee Business

Next Meeting:

1. TBD

Next meeting was decided for November 29th at 11:00 am in Chambers.

Adjourn

Motion by Ronda Winn to Adjourn. Second by Eve Ann Shwartz. The motion was Passed.

**Planning, Economic Development,
Environmental and Intergovernmental Affairs
Wednesday, November 29, 2023 @ 11:00 AM
Chambers**

MINUTES

11:00 AM Call Meeting to Order

Attended by Committee Members: John Pinard, and Joe Magliocca

Others Present: Ryan Chaires, Sam Field, Keith Lummis, Ryan Coe, Candy Morgan, Scott Ingmire, and Kristin Guinto

Zoom Committee Members Attended: Eve Ann Schwartz, and Ronda Winn

Others Attended via Zoom: Kipp Hicks, Larkin Podsiedlik, Kaitlyn Lynch, Ellen Bowe, and Louanne Randall

Approval of Minutes

No minutes reviewed.

Department and Agency Reports

Sam Field reports the Buy Madison program will now have an aisle at Perry's in Hamilton. There is another video commercial coming out soon.

A summit on January 10th from 10a - 3p will take place at Morrisville College, featuring most of the resource partners in the area. Part of the program includes networking and advisement sources showing why they're important for the county. Offering introductory classes to learn a new skill with the last part of day offering mini advisement sessions with experts in various categories.

Larkin reports on Saturday Dec. 2nd 9a - 2p Celebrate Madison will take place in the large conference room at the Hilton in Cazenovia.

Resolutions:

1. Resolution Authorizing the Chairman of the Board of Supervisors to Approve the Proposed Action by Madison County Industrial Development Agency in Connection with a certain Commercial Project for The Oneida Group LLC

Kipp reports typically the IDA is prohibited to work with business when involved in retail, but this project is in a distressed district. A keystone project in the \$10 million dollar Down Town Revitalization Grant the city received. Therefore this project needs the sign off by the chairman of BOS to move forward with progress.

2. Modification and Extension Agreement with Beardsley Architects and Engineers for Delphi Falls County Park Design Project

Designed Delphi Falls County Park Project, ultimately doing the construction oversight of the project that is continuing through to 2024. Current contract ends in December 2023 therefore looking to extend the contract to 2024 for completion of the project.
3. Authorizing Chairman to enter into an agreement with C&D Advertising

Currently have about \$50,000 of ARPA money remaining from this year, therefore working out the scope of work for upcoming 2024.
4. Authorizing Madison County to enter into Easement Agreement with the Town of Brookfield

The new broadband hut is located on town property, this resolution authorizes the easement on the towns' property.
5. Authorizing a Contract with the Madison County Soil and Water Conservation District for Maintenance of the Drainage Network in the Cowaselon Creek Watershed District

Work continues on clearing vegetation and mowing needed areas in the Towns of Lenox and Sullivan. \$75,000 total cost for the 2024 year. Of that \$69,000 is to be funded by ARPA funds continue this program.
6. Authorizing Agreement for an Annual Stream Maintenance and Resiliency Program

Budgeting \$150,000 in 2024 for continued maintenance.
7. Authorizing Chairman to enter into an Agreement between Madison County Soil and Water Conservation District and Madison County

FL-LOWPA funded 2 yrs of grant work. \$75,000 AG BMP to do work with the farms in Madison County.
8. Authorizing the Modification of the 2023 Adopted County Budget- Snowmobile Trails

State funded.
9. Authorizing the Modification of the 2023 Adopted County Budget- Madison Transit

State funded.

Other Committee Business

Currently have 2 transportation contracts set to end December 2023. The DOT requires a procurement process that can not be completed by the end of this year, therefore looking to extend the contract 3 - 6 months into 2024.

Preferred Agenda

Next Meeting:

Supervisors agree no need for December meeting as Annual Sessions proceed. Agreed to reconvene in January.

1. TBD

January 2024

Adjourn

RESOLUTION NO. _____

AUTHORIZING THE MODIFICATION OF THE 2024 ADOPTED COUNTY BUDGET

BE IT RESOLVED that the 2024 Adopted County Budget be modified as follows:

General Fund

7110 Madison County Parks

Expense

	<u>From</u>	<u>To</u>
A711070 540410 Maintenance & Development	<u>\$60,000</u>	<u>\$72,000</u>
Control Total		<u><u>\$12,000</u></u>

Fund Balance

A 300599 Appropriated Fund Balance	<u>\$7,470,500</u>	<u>\$7,482,500</u>
Control Total		<u><u>\$12,000</u></u>

Dated: February 6, 2024

Matthew A. Roberts, Chairman
Finance, Ways & Means Committee

**Madison County
Sales Tax Distributions
Actual Cash Receipts**

<u>Distribution Date</u>	<u>2022</u>	<u>2023</u>	<u>Increase/ (Decrease)</u>	<u>%</u>
February 7	\$2,135,685	\$2,518,274	\$382,589	17.91%
February 13	509,931	532,314	22,383	4.39%
March 7	1,909,780	2,194,836	285,056	14.93%
March 13	367,632	435,145	67,513	18.36%
April 7	3,295,431	2,902,658	(392,773)	(11.92)%
April 13	608,178	667,201	59,023	9.70%
May 5	2,449,667	2,457,377	7,710	0.31%
May 15	771,217	553,273	(217,944)	(28.26)%
June 7	2,640,072	2,466,965	(173,107)	(6.56)%
June 13	529,437	488,160	(41,277)	(7.80)%
June 30	1,149,550	1,974,749	825,199	71.78%
July 3	1,365,707	1,519,973	154,266	11.30%
July 13	876,582	1,100,504	223,922	25.54%
August 7	2,579,110	2,694,993	115,883	4.49%
August 13	544,741	590,603	45,862	8.42%
September 8	2,569,261	2,688,334	119,073	4.63%
September 13	571,042	583,467	12,425	2.18%
October 6	3,642,071	3,819,703	177,632	4.88%
October 13	925,183	972,891	47,708	5.16%
November 7	2,470,070	2,437,990	(32,080)	(1.30)%
November 13	505,590	471,426	(34,164)	(6.76)%
December 7	2,454,437	2,479,105	24,668	1.01%
December 13	526,235	541,022	14,787	2.81%
December 29	1,450,929	2,367,147	916,218	63.15%
January 2	1,261,670	1,443,064	181,394	14.38%
January 16	1,108,796	1,041,264	(67,532)	(6.09)%
Total	<u>\$39,218,004</u>	<u>\$41,942,438</u>	<u>\$2,724,434</u>	<u>6.95%</u>

Notes:

2024 Budget - \$39,000,000

2023 Budget - \$35,000,000

2022 Actual - \$39,218,004

Percent shared with towns & villages - approx. 42%

RESOLUTION NO. _____

**AUTHORIZING CHAIRMAN TO ENTER INTO AN AGREEMENT BETWEEN THE
OSWEGO COUNTY SOIL AND WATER DISTRICT AND MADISON COUNTY.**

WHEREAS, Madison County presently contracts with the Oswego County Soil and Water Conservation District (District) to receive a Finger Lakes-Lake Ontario Watershed Protection Alliance (formerly the Finger Lakes Aquatic Vegetation Control Program) grant from the New York State Environmental Protection Fund; and

WHEREAS, Madison County uses these funds for a number of water quality improvement projects throughout the County; and

WHEREAS, Madison County is presently one of 25 Counties that will be receiving a New York State Environmental Protection Fund Grant; and

WHEREAS, in order for Madison County to receive its 2023-2024 allocation of \$107,200, it is necessary to sign a contract with the District;

NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Supervisors authorizes the Chairman to enter into an Agreement with the District, copies of which are on file with the Clerk of this Board; and

BE IT FURTHER RESOLVED that the Madison County Treasurer is authorized to make the necessary arrangements to receive and disburse the funds.

DATED: February 6, 2024

Eve Ann Shwartz, Chairwoman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

RESOLUTION NO. _____

APPOINTING MEMBER TO THE MADISON COUNTY TOURISM BOARD

BE IT RESOLVED, that Kyle Reger, Town of Cazenovia Supervisor, be appointed as the Board of Supervisors' representative to the Madison County Tourism Board, from January 1, 2024 to December 31, 2025.

DATED: February 6th, 2024

Eve Ann Shwartz, Chairwoman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

RESOLUTION NO. _____

**APPOINTING MEMBERS TO THE CENTRAL NEW YORK REGIONAL
PLANNING AND DEVELOPMENT BOARD**

WHEREAS, the Central New York Regional Planning and Development Board is a five county organization established in 1966 to provide local and regional planning and development assistance to its member counties; and

WHEREAS, the Planning, Economic Development, Environmental and Intergovernmental Affairs Committee has recommended the appointment of the following members to that Board;

THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors does hereby reappoint the following Madison County residents to the Central New York Regional Planning and Development Board for a one year term of office, commencing on January 1, 2024 and expiring on December 31, 2024:

<u>Joseph J. Pinard</u>	Chairman, Madison County Board of Supervisors (<u>Ex-officio</u> voting member)
<u>Kipp Hicks</u>	Community Representative; Executive Director, Madison County IDA
<u>Scott Ingmire</u>	Director, Madison County Planning Department (<u>Ex-officio</u> voting member)
<u>Joe Wicks</u>	Madison County Board of Supervisors
<u>Mary Ann Messinger</u>	Community Representative
<u>Eve Ann Shwartz</u>	Planning Committee Chair (Ex-officio voting member)
<u>Joseph Wisinski</u>	Superintendent, Madison County Highway Department (<u>Ex-officio</u> voting member)

DATED: February 6, 2024

Eve Ann Shwartz, Chairwoman
Planning, Economic Development,
Environmental And Intergovernmental
Affairs Committee

RESOLUTION NO. _____

**AUTHORIZING AN AGREEMENT EXTENSION WITH THE MADISON COUNTY
RURAL HEALTH COUNCIL FOR A MOBILITY MANAGEMENT PROGRAM**

WHEREAS, the County of Madison has submitted a request for a consolidated grant of funds to the New York State Department of Transportation, pursuant to Section 5311, Title 49 United States Code, a request for a grant of funds for a project to provide public mass transportation service for Madison County; and

WHEREAS, the County of Madison and the State of New York have previously entered into a continuing Agreement which authorizes the undertaking of the Project and payment of the Federal Share; and

WHEREAS, the County of Madison makes application semi-annually to the New York State Commissioner of Transportation for such Federal aid used in Madison County 's rural transportation system; and

WHEREAS, the present application calls for the implementation of a mobility management program for Madison County, as part of a coordinated transportation program; and

WHEREAS, the Madison County Rural Health Council has the special skills and abilities necessary to continue this mobility management effort on behalf of our transportation program; and

WHEREAS, while Madison County undergoes a RFP process to competitively select a mobility manager in the first quarter of 2024, we would like the program to continue uninterrupted with Rural Health; and

WHEREAS, the County of Madison will be subcontracting with the Rural Health Council as a third party subcontractor for the project described above for a sum not to exceed \$38,000, all of which comes from our Federal 5311 transportation allocation;

NOW, THEREFORE BE IT RESOLVED that the Chairman of the Board of Supervisors is authorized to sign the contract extension Madison County and third party subcontractor The Madison County Rural Health Council, for the completion of the above-named public transportation mobility management project, a copy of which is on file with the Clerk of the Board.

DATED: February 6, 2024

Eve Ann Schwartz, Chairwoman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

RESOLUTION NO. _____

**AUTHORIZING CHAIRMAN TO ENTER INTO AN AGREEMENT WITH
PICTOMETRY INTERNATIONAL CORPORATION, DBA EAGLEVIEW**

WHEREAS, Madison County has contracted with Pictometry International Corporation, DBA EagleView, for high resolution oblique and orthogonal aerial imagery since 2006; and

WHEREAS, the imagery flown has been shared with any interested municipalities (local boards, codes, assessors, law enforcement, etc.) through a web based application; and

WHEREAS, County and municipal users have found this imagery to be invaluable for a number of applications; and

WHEREAS, Madison County will benefit from the flight of new imagery in 2024 at higher resolution and greater clarity than ever before; and

WHEREAS, continuing with a three year agreement and flight cycle allows the County to obtain new imagery every three years while keeping costs down; and

NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Supervisors authorizes the Chairman to enter into an Agreement with the Pictometry International Corporation, DBA EagleView, for the provision of aerial imagery from 2024-2026, copies of which are on file with the Clerk of this Board.

DATED: February 6, 2024

Eve Ann Shwartz, Chairwoman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee



CUSTOMER NAME: Madison County, NY
Attn: Scott Ingmire, Director, Planning
CUSTOMER ADDRESS: Madison County Planning Department PO Box 606
Wampsville, New York 13163
CUSTOMER PHONE: (315) 366-2498
CUSTOMER E-MAIL: scott.ingmire@madisoncounty.ny.gov

MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement") is entered into by and between the Customer identified above ("Customer") and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 ("EagleView"). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as "Party" and/or collectively as "Parties". EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. "Account"** means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).
- 1.2. "Activation"** means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.
- 1.3. "Authorized User"** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).
- 1.4. "Confidential Information"** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party ("Discloser") to another Party ("Recipient"). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView's roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser's Confidential Information.
- 1.5. "Documentation"** means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.



1.6. **“Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.

1.7. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. **“Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.10. **“Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s)’ and/or Service(s)’ technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity



rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

3. PAYMENT

3.1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.



4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT



WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED TWO (2) TIMES THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS



9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All



written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

Pictometry International Corp. dba EagleView

By: Robert Locke
Robert Locke (Jan 23, 2024 19:44 EST)

Name: Robert Locke

Title: President

Date: Jan 23, 2024

Customer

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A

ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Three years

ORDER #
LC-10005060

BILL TO
Madison County, NY
Scott Ingmire, Director, Planning
Madison County Planning Department PO Box 606
Wampsville, New York 13163
(315) 366-2498
scott.ingmire@madisoncounty.ny.gov

SHIP TO
Madison County, NY
Scott Ingmire, Director, Planning
Madison County Planning Department PO Box 606
Wampsville, New York 13163
(315) 366-2498
scott.ingmire@madisoncounty.ny.gov

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1205706	John Gannon	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
701	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. - GSD: 3in - Refresh Frequency: 3-Year Refresh
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final



		processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
6	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due at Initial Activation of Services	\$76,529.70
Due at First Anniversary of Initial Activation of Services	\$76,529.70
Due at Second Anniversary of Initial Activation of Services	\$76,529.70

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

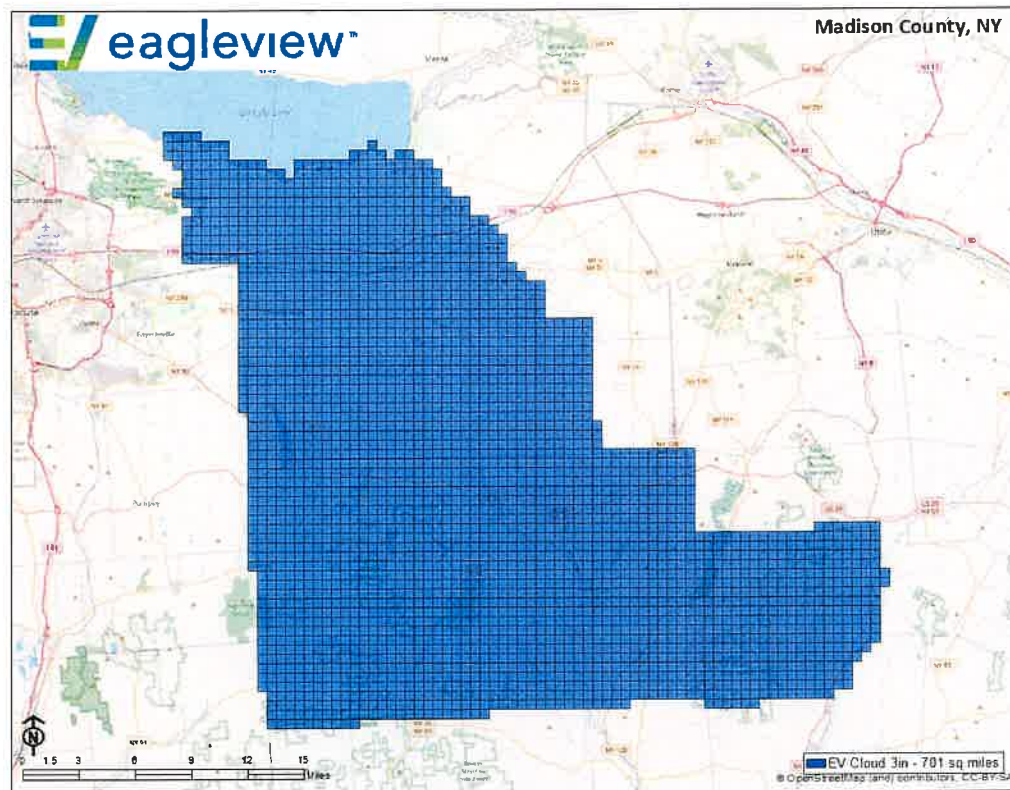
Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S)



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: Robert Locke
Robert Locke (Jan 23, 2024 19:44 EST)

By: _____

Name: Robert Locke

Name: _____

Title: President

Title: _____

Date: Jan 23, 2024

Date: _____



EXHIBIT B

SECURITY

1. Definitions.

- 1.1 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.2 **"Security Incident"** means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.3 **"Standards Body"** means any commercially recognized technology and or auditing standards organization, including but not limited to AICPA, ISO, ITIL, and NIST.
- 1.4 **"Subcontractor"** means a subcontractor of EagleView.

2. Payment Card Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 EagleView may elect to use an alternative to PCI DSS, should a commercially accepted framework approved by major credit card processors become available.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent report for such data center.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without notice to Customer, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.
- 3.3 When transmitting and storing Customer Confidential Information, encrypt such information using encryption at rest and encryption in transit that is applied to such Customer Confidential Information and maintains its protection throughout the lifecycle of such Customer Confidential Information. Use encryption keys and key management techniques that comply with security industry standards published by a Standards Body.
- 3.4 Where practicable, store Customer Confidential Information in a manner that logically or physically separates the data from other EagleView customer data.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by a Standards Body.
- 3.7 Conduct a security risk assessment, based upon a Standards Body framework, of all EagleView's Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues Promptly.



- 3.8 From time to time, EagleView may update its practices as described herein, but will not materially decrease the overall security of the Products and Services during the Term.
4. **Penetration Testing.**
- 4.1 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, and prior written approval by EagleView, Customer will be permitted to conduct a penetration test at Customer's expense, and targeted at sites or services directed by EagleView, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.
5. **Information Security Program.** Without limiting EagleView's obligation of confidentiality under this Agreement, EagleView will establish and maintain a written Information Security Program, together with adequate administrative, technical, and physical safeguards, to:
- 5.1 Ensure the confidentiality, integrity, and availability of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
- 5.2 Take commercially reasonable efforts to protect against anticipated threats or hazards to the confidentiality, integrity, and availability of such Customer Confidential Information;
- 5.3 Maintain a vulnerability management program to protect hardware and software assets from known exploitable vulnerabilities that have an approved vendor/supplier patch or mitigation strategy;
- 5.4 Engage a third-party vendor to perform an annual penetration test. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly. Upon request, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all Critical Issues were addressed;
- 5.5 Protect against unauthorized access to or use of such Customer Confidential Information; and
- 5.6 Such written Information Security Program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by a Standards Body), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
6. **Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted. EagleView will maintain a Restore Point Objective ("RPO") of one business day prior.
7. **Security Incident Process.** EagleView will use commercially reasonable efforts to notify Customer, whose data is known to be or suspected to be impacted, of any Security Incident within 72 hours of confirming that a Security Incident has occurred. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.
- 7.1 Customer is responsible for providing EagleView with updated and accurate contact information.
- 7.2 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee to serve as primary point of contact and a backup who will maintain reasonable communication with Customer; and (b) assisting with any investigation of the nature or cause of such Security Incident.
- 7.3 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
- 7.4 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) relevant logs or other digital records related to the Security Incident are maintained until the Security Incident is declared fully remediated; (b) all Security Incidents are appropriately logged; (c) all such logs and information are appropriately protected to ensure the integrity of such logs and information.



8. **Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.
9. **Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of video surveillance, cardkey access, and visitor authorization and supervision processes. Surveillance records will be maintained for at least 30 days.
10. **Record Retention.** EagleView will retain Customer Confidential Information as long as EagleView is required to by applicable law.

NY Madison County_EV Cloud Master Services Agreement_1-16-24

Final Audit Report

2024-01-24

Created:	2024-01-23
By:	Moria Story (Moria.Story@eagleview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiJ97tSiYk8whwKZ9TUTc9aJEv3KmHIBo

"NY Madison County_EV Cloud Master Services Agreement_1-16-24" History

-  Document created by Moria Story (Moria.Story@eagleview.com)
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2024

1/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1362424 EagleView Technologies, Inc. Pictometry International Corp. 25 Methodist Hill Drive Rochester NY 14623	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Insurance Co of Hartford	NAIC # 20478
	INSURER B: The Continental Insurance Company	35289
	INSURER C: American Casualty Company of Reading, PA	20427
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES PICTO-1 **CERTIFICATE NUMBER:** 20242668 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	N	6078602551	6/20/2023	6/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Comp/Coll Ded \$1,000	Y	N	6078602548	6/20/2023	6/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Hired Comp. Ded \$ 100
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	N	N	6078602565	6/20/2023	6/20/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	6078602520 (AOS) 6078602534 (CA)	6/20/2023 6/20/2023	6/20/2024 6/20/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Madison County is an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Notice of Cancellation applies per attached endorsement(s).

CERTIFICATE HOLDER**CANCELLATION** See Attachments

20242668
Madison County
138 North Court Street
Wampsville NY 13163

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. _____

**AUTHORIZING THE EXTENSION OF A PUBLIC TRANSIT AGREEMENT WITH BIRNIE TRANSIT, INC.
AND A COORDINATED SERVICE MEMORANDUM OF UNDERSTANDING WITH BIRNIE TRANSIT, INC.,
MADISON COUNTY, AND HERITAGE FARM INC.**

WHEREAS, the State of New York has enacted Transportation Law, Section 18-b which provides for the New York State Mass Transportation Operating Assistance Program ("STOA"); and

WHEREAS, Section 119-r of the General Municipal Law of the State of New York authorizes the County to enter into a contract with a privately owned or operated mass transportation facility for mass transportation services to be rendered to the people of Madison County; and

WHEREAS, Birnie Transit, Inc. represents that it is such a privately owned or operated mass transportation facility described in Section 119-r of the General Municipal Law and that it holds certificates of public convenience and necessity issued by the New York State Department of Transportation necessary and appropriate for the rendition of the services to be performed by it hereunder; and

WHEREAS, the County seeks management, operation and maintenance services for the public transportation system and for the coordination and providing of transportation services for the general public in Madison County; and

WHEREAS, while Madison County undergoes a RFP/BID process to competitively select a transit provider in the first 6 months of 2024, we would like the program to continue uninterrupted as is; and

WHEREAS, Birnie Transit, Inc. is presently under contract with Heritage Farm, Inc. to provide transportation services to their clientele within the County of Madison and Birnie Transit, Inc. is willing to expand those transportation services and to make them available to all members of the public under the terms and conditions of this Agreement; and

WHEREAS, Madison County extend its three way Memorandum of Understanding with Heritage Farms Inc. and Birnie Transit, Inc. to indicate its approval of the expansion and coordination of specified transportation services, and

NOW, THEREFORE, BE IT RESOLVED that the Madison County Board of Supervisors authorizes the Chairman to enter into an Agreement with Birnie Transit, Inc. and a coinciding MOU with Heritage Farms Inc. for the provision of public transit services in Madison County, copies of which are on file with the Clerk of this Board; and

BE IT FURTHER RESOLVED that the Madison County Treasurer is authorized to make the necessary arrangements to receive and disburse the funds for the operation of the Madison Transit System.

DATED: February 6, 2024

Eve Ann Shwartz, Chairwoman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

RESOLUTION NO. ____

**APPOINTING MEMBERS TO THE MADISON COUNTY SOIL AND WATER
CONSERVATION DISTRICT BOARD**

BE IT RESOLVED, that Jim Cunningham, Supervisor for the Town of Nelson, and T.J. Stokes, supervisor for the Town of Smithfield be appointed as the Board of Supervisors representatives to the Madison County Soil and Water Conservation District Board for a two-year term commencing on January 1, 2024 and ending on December 31, 2025; and

BE IT RESOLVED, that Charlie Pace, Town of Fenner resident, be appointed for a two-year term commencing on January 1, 2024 and ending on December 31, 2025; and

BE IT FURTHER RESOLVED, that Alan Hough, Farm Bureau Representative, be reappointed to the Madison County Soil and Water Conservation District Board for a two-year term commencing on January 1, 2024 and ending on December 31, 2025

DATED: February 6, 2024

Eve Ann Shwartz, Chairwoman
Planning, Economic Development,
Environmental And Intergovernmental
Affairs Committee

RESOLUTION NO. _____

CALLING FOR A PUBLIC HEARING REGARDING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, Madison County wishes to assess the advisability of submitting a Community Development Block Grant ("CDBG") application to the New York State Office of Community Renewal for New Moon Farmstead (the "Company") and their plans to set up a meat processing facility at their location in Munnsville, NY; and

WHEREAS, Madison County also wishes to assess the advisability of submitting a Microenterprise Community Development Block Grant ("CDBG") to the New York State Office of Community Renewal, to provide funding to eligible microenterprise businesses throughout Madison County; and

WHEREAS, the County is required to hold a public hearing to provide information to the public and to consider citizen comments regarding the County's community development needs and the CDBG application(s) prior to submitting application(s) for CDBG funding;

NOW, THEREFORE BE IT RESOLVED, that a public hearing be held regarding the County's community development needs and the proposed application in the Chambers of the Madison County Board of Supervisors on March 12th, 2024 at 11:15 AM or as soon as possible thereafter; and

BE IT FURTHER RESOLVED, that the County duly publish a notice of said hearing in the official newspapers of the County at least eight (8) days prior to the scheduled hearing date.

DATED: February 6, 2024

Eve Ann Schwartz, Chairwoman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

RESOLUTION NO. _____

**AUTHORIZING THE CHAIRMAN TO AWARD RFB 23-37 MADISON COUNTY
RECONNECT FIBER CONSTRUCTION – PHASE I AND ENTER INTO AN
AGREEMENT WITH SYRACUSE UTILITIES**

WHEREAS, sealed bids were received and opened on January 18, 2024 for the Madison County Reconnect Fiber Construction – Phase I (RFB 23-37); and

WHEREAS, all bids have been canvassed and reviewed by Madison County's ReConnect team and it is recommended to award the bid to the lowest responsible bidder; and

NOW, THEREFORE, BE IT RESOLVED, that the County accept the following bid for the work heretofore described, to wit:

RFB 23-37 Madison County Reconnect Fiber Construction – Phase I

Syracuse Utilities
9583 Brewerton Road
PO Box 587
Brewerton, NY 13029

TOTAL BID, NOT TO EXCEED: \$3,712,205.16

BE IT FURTHER RESOLVED, that the Chairman of the Board of Supervisors be and is hereby authorized to enter into an agreement on behalf of the County of Madison with Syracuse Utilities in the form as is on file with the Clerk of the Board.

DATED: February 6th, 2024

Eve Ann Shwartz, Chairwoman
Planning, Economic Development,
Environmental And Intergovernmental
Affairs Committee

RESOLUTION NUMBER _____

APPOINTING MEMBERS TO THE REGION 7 FISH & WILDLIFE MANAGEMENT BOARD

WHEREAS, each of the nine counties comprising the Region 7 Fish & Wildlife Management Board (FWMB) may have three voting members: a landowner representative, a sportsmen's representative, and a legislative representative, as well as an alternate for each position; and

NOW THEREFORE, BE IT RESOLVED, that the Madison County Board of Supervisors does hereby appoint the following Madison County Residents to the Region 7 Fish and Wildlife Management Board for a two year term of office, commencing on January 1, 2024 and expiring on December 31st, 2025:

Pete Walrod – County Legislative Representative

Norm Webber – Landowner Representative

Dave Wood – Sportsman's Representative

Tim Evans – Alternate Sportsman's Representative

DATED: February 6, 2024

Eve Ann Shwartz, Chairwoman
Planning, Economic Development,
Environmental And Intergovernmental
Affairs Committee

RESOLUTION NO. ____

**CALLING FOR A PUBLIC HEARING REGARDING THE IMPLEMENTATION OF A CARES
ACT COMMUNITY DEVELOPMENT BLOCK GRANT**

WHEREAS, Madison County wishes to have a public hearing on the implementation of Community Development Block Grant ("CDBG") CARES Act, Project #686CVSB93-22, from the New York State Office of Community Renewal that is funding a \$1,000,000 countywide small business COVID recovery grant; and

WHEREAS, the County is required to hold a public hearing to consider citizen comments regarding the implementation of the grant program;

NOW, THEREFORE BE IT RESOLVED, that a public hearing be held regarding the project's implementation in the Madison County Board of Supervisors chambers, County Office Building #4, Wampsville, New York on March 12th @ 11:20 a.m. or as soon thereafter as possible; and

BE IT FURTHER RESOLVED, that the Clerk duly publish a notice of said hearing in the official newspaper of the County at least ten (10) days prior to the scheduled hearing date.

Dated: February 6, 2024

Eve Ann Shwartz, Chairwoman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee