



# Economic Development Committee

Wednesday, October 4, 2023 3:30PM  
40 McMaster Street, Ballston Spa, NY

**Chair:** Mark Hammond

**Members:** C. Eric Butler, Joe Grasso, Jean Raymond, Kevin Tollisen, Kevin Veitch (vc), Sandra Winney

## Agenda

- I. Welcome and Attendance
- I. Approval of the minutes of the September 6, 2023 meeting.
- II. Jason Kemper, Planning & Economic Development
  - a. Authorizing the transfer of funds from the Economic Development Grant Reserve Fund and amending the 2023 County budget in relation thereto
  - b. Committee approval of Economic Development Grant Awards to the Towns of Ballston, Charlton, Clifton Park, Corinth, Day, Edinburg, Galway, Greenfield, Halfmoon, Milton, Moreau, Saratoga, Stillwater, Wilton, and the City of Saratoga Springs
  - c. Authorizing an agreement with Billi O's, Inc. D/B/A Distinctive Catering for food and beverage services at the County's annual Planning and Zoning Conference
  - d. Authorizing an amended agreement with Pictometry International Corp. A/K/A EagleView Technologies, Inc. for the provision of aerial GIS mapping services
  - e. Discussion: Economic Development Department Updates
- III. Other Business
- IV. Adjournment



# DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT

JASON KEMPER, DIRECTOR

518.884.4705

SARATOGACOUNTYNY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

## MEMORANDUM

**TO:** Economic Development Committee Members

**CC:** County Administrator's Office  
County Attorney's Office  
Clerk of the Board of Supervisors

**FROM:** Jason Kemper, Director of Planning and Economic Development

**DATE:** September 25, 2023

**RE:** October 2023 Economic Development Meeting

### Saratoga County Economic Development Grants Updates/Reserve Fund Transfer

The Town of Greenfield is seeking partial reimbursement for their 2022 Economic Development Grant project. Committee approval is required for these applications to be reimbursed; however, a board resolution will be required to transfer funds from the Economic Development Grant Reserve Fund (A.0888.ED) to the Municipal Planning Grant Program (A.80.000-8763).

1. 2022 Town of Greenfield (partial reimbursement) – \$2,448.63

### 2023 Economic Development Grant Applications

Applications for the 2023 Economic Development Grant applications were due on 9.15.23. In total, 15 municipalities applied for funding totaling \$106,500.00. Each request was for the full amount of \$7,100. Below is a list of the applications received and the applications are included in the backup. Committee approval is required for awarding these grants.

1. Town of Ballston: Burnt Hills Business District Sewer Feasibility Study
2. Town of Charlton: Right to Farm Law and Farm Friendly Community Signage and "Charlton Makes" Marketing Materials and Workshops
3. Town of Clifton Park: Purchase and Deployment of Laserfiche Cloud Software
4. Town of Corinth: Gateway to the ADKS Hiking Challenge
5. Town of Day: Day Town Center Upgrades and Events

6. Town of Edinburg: Town Website Refresh
7. Town of Galway: Construction of Galway Community building
8. Town of Greenfield: Newsletters
9. Town of Halfmoon: Halfmoon Town Complex Lighting Project
10. Town of Milton: Come Grow with Us: Economic Development Overview
11. Town of Moreau: Sewer Consolidation
12. Town of Saratoga: Design and Develop Business Corridor
13. City of Saratoga Springs: New Year's Fest
14. Town of Stillwater: Bemis Heights Trail
15. Town of Wilton: Gavin Park Improvements

#### **Planning and Zoning Conference Food and Beverage Services**

Bids were solicited for the food and beverage services associated with the annual Planning and Zoning Conference that is scheduled for January 31<sup>st</sup>, 2024. Using the Saratoga Springs City Center approved vendor list, a total of 17 vendors were solicited. Five vendors responded to the RFP with prices for the service ranging from \$19,779.20 to \$58,736.07. The Department is recommending that Distinctive Catering (low bidder) be selected to perform this service. I am requesting that the contract be in the amount not to exceed \$25,000 as the final numbers will not be determined until we get closer to the event. Funds for this contract are available in the 2024 Tentative Budget under account A.80.000-8513 (Meeting Expenses).

#### **Pictometry/EagleView 3 Year Contract**

Currently Saratoga County uses Pictometry/Eagleview for aerial and oblique imagery services. Currently we have as a subscription service for 500 user accounts (100 logged in at time). A variety of county departments (Real Property, District Attorney, DPW, Emergency Services, Planning, Sewer District, Sheriff, and Treasurer). In addition, the Towns of Ballston, Charlton, Clifton Park, Corinth, Day, Edinburg, Greenfield, Halfmoon, Malta, Mechanicville, Milton, Moreau, Stillwater, Waterford, and Wilton; and the Cities of Saratoga Springs and Mechanicville are currently utilizing the service. This imagery and service is highly used but the registered users. Since June 1<sup>st</sup>, 2023 users have logged in 1,487 times, executed 7,640 searches and viewed 17,664 images.

September 25, 2023

Page 3 of 3

Saratoga County is scheduled for another flight of Pictometry, the last flight was flown in fall of 2019. Resolution 294 of 2019 authorized a 6-year contract not to exceed \$500,000. The Department is seeking authorization to do a new three-year contract (to replace the existing 3 years remaining) at the same cost. The new contract will be a sole source contract and will include improved imagery resolution and an enhanced delivery platform over the existing contract.

**Ag District Inclusion Update**

The annual AML-303b Agricultural District Inclusion applications are available, and the inclusionary period runs from October 1, 2023 to October 31, 2023.

If any of the committee members would like additional information on this item, feel free to contact me.



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Department of Planning & Economic Development

**DATE:** 9.22.23

**COMMITTEE:** Economic Development

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorizing the Transfer of Funds From The Economic Development Grant Reserve Fund And Amending the 2023 County Budget in Relation THERETO

3. Specific Details on what the resolution will authorize:

Resolution will authorize a budget transfer from the Economic Development Grant Reserve Account (A.-0888 ED) to the General Fund (A.80-000-8763) to allow for partial payment of a 2022 Town of Greenfield grant.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted Yes

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.0888ED	Econ. Dev. Grant Program Reserve	\$2,448.63

Expense

Account Number	Account Name	Amount
A.80.000-8763	Municipal Planning Grant Progra	\$2,448.63

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

Other

- a. G/L line impacted A.0888ED and A.80.000-8763
- b. Budget year impacted 2023
- c. Details

The budget will be amended to increase appropriations and reduce the Economic Development Grant Reserve fund by \$2,448.63

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Reimbursement Request Form

10. Remarks:

See attached memo for summary. A committee vote is first required to approve the reimbursement request (no resolution required). Secondly, a vote must be held to approve a resolution moving the funds out of the reserve account.





# BOARD OF SUPERVISORS

10/17/2023

## RESOLUTION XXX- 2023

**Introduced by Economic Development: Supervisors Hammond, Butler, Grasso, Raymond, Tollisen, K. Veitch and Winney**

### **AUTHORIZING THE TRANSFER OF FUNDS FROM THE ECONOMIC DEVELOPMENT GRANT RESERVE FUND AND AMENDING THE 2023 COUNTY BUDGET IN RELATION THERETO**

**WHEREAS**, pursuant to Resolution 97-2021, this Board established a capital reserve fund to be known as the “Economic Dev Grant Reserve” for the purpose of depositing unexpended funds for the Municipal Economic Development Assistance Program; and

**WHEREAS**, pursuant to Resolution 97-2021 the reserve account was created to house the unexpended municipal economic grant program funds until such funds are needed, and a reimbursement voucher is submitted by the municipal applicant, at which point the funds will be appropriated to the General Fund budget; and

**WHEREAS**, the portion of unexpended grant funds from the 2022 Town of Greenfield total \$2,448.63; and

**WHEREAS**, the grant projects that were approved in 2022 have been submitted for payment and reimbursement were approved by our Economic Development Committee; and

**WHEREAS**, the transfer of Economic Development Grant Reserve funds to the Municipal Economic Development Assistance account requires this Board’s approval and an associated amendment to the 2023 County budget; and

**WHEREAS**, our Economic Development Committee and the Director of Planning and Economic Development have recommended that \$2,448.63 be transferred from the Economic Development Grant Reserve funds to the Municipal Economic Development Assistance account; now, therefore, be it

**RESOLVED**, that this Board authorizes the transfer of \$2,448.63 from the Economic Development Grant Reserve funds to the Municipal Economic Development Assistance account to provide reimbursement to municipal applicants as approved by our Economic Development Committee; and it is further

**RESOLVED**, that the Budget Officer is hereby authorized to enter the appropriate journal entries to reflect the approved budget transfer; and it is further

**RESOLVED**, that the 2023 Saratoga County Budget is amended as follows:

PLANNING

Increase Appropriations:

Acct. #A.80.000-8763 Municipal Planning Grant Prog-Econ Dev \$2,448.63

Decrease Reserve:

Acct. #A-0888.ED Economic Dev Grant Reserve \$2,448.63

; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: The budget will be amended to increase appropriations and decrease the Economic Development Grant Reserve Fund by \$2,448.63.

October 17, 2023 Regular Meeting

Motion to Adopt: Supervisor(s)

Second: Supervisor(s)

AYES:

NOES:

ABSENT:



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**Economic Development Fund Reimbursement Request Form**

Date 9/7/23

**Applicant Information**

Town/City Town of Greenfield

**RECEIVED**  
**SEP 13 2023**

SARATOGA COUNTY  
PLANNING DEPARTMENT

**Grant Information**

Project Name Community Newsletters

Date of project completion Scheduled 11/1

Reimbursement Amount Requested (\$14,200 or less) \$2,448.63

Attached documentation

Receipts

Cancelled checks

Project Outcome Narrative:

I've included some samples from this year, of all the newsletters. The newsletters continue to receive many positive feedback calls, texts and emails to Town Hall. Several legislators at the state and national level, who receive the newsletter electronically, have complimented our efforts. Other municipalities also have called inquiring about this project. Our website traffic has increased, as has our engagement numbers on social media. Attendance at events and programs is also at an all-time high.

Signature of Town/City Supervisor

A handwritten signature in black ink, appearing to read "Jason Kemper", written over a horizontal line.

Please submit reimbursement request form with receipts and canceled checks to Jason Kemper at [jkemper@saratogacounty.ny.gov](mailto:jkemper@saratogacounty.ny.gov) or mail to:  
Saratoga County Department of Planning and Economic Development  
50 West High St.  
Ballston Spa, NY 12020  
518.884.4705

Overview of Community Newsletter/Ec Development Project

Issue 1	9/15/2022	\$	2,274.83
Issue 2	11/15/2022	\$	2,264.31
Issue 3	2/15/2023	\$	2,245.68
Issue 4	5/1/2023	\$	2,264.42
Map graphic design for insert	9/1/2022	\$	100.00
Map graphic for insert	11/1/2022	\$	1,600.00
First Check reimbursement:		\$	10,749.24

Two more issues will be submitted for payment from this grant. It will be August and Nov.

Second Check reimbursement:

Issue 5	9/1/2023	\$	2,448.63
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Remaining to spend from 2022 grant: \$ 1,002.13

**TOWN OF GREENFIELD**  
GREENFIELD CENTER, NY 12833  
DISBURSEMENT ACCOUNT

**Ballston Spa Nation Bank**  
GREENFIELD CENTER OFFICE  
GREENFIELD CENTER, NY 12833

53147

50-467213

**PAY :**

**DATE**

**AMOUNT**

ONE THOUSAND SEVEN HUNDRED TWENTY-THREE AND 65/100 DOLLARS

08/11/2023

9172 .-3

**TO THE  
ORDER  
OF:**

**DIGITAL XPRESS  
5 SAND CREEK ROAD  
ALBANY, NY 12205**



AUTHORIZED SIGNATURE



\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

ENDORSE HERE  
X

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



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**TOWN OF GREENFIELD**  
GREENFIELD CENTER, NY 12833  
DISBURSEMENT ACCOUNT

**Ballston Spa Nation Bank**  
GREENFIELD CENTER OFFICE  
GREENFIELD CENTER, NY 12833

53129

50-467/213

**PAY :**

**DATE**

**AMOUNT**

SEVEN HUNDRED TWENTY-FOUR AND 98/100 DOLLARS

08/01/2023

\$724.98

TO THE  
ORDER  
OF:

**U.S. POSTMASTER**



AUTHORIZED SIGNATURE



C8C92C23  
+C2141CC8C<  
H33C Bank USA N.A  
+C2141CC8C<  
This endorsement:  
added electronically





(518) 893-7432

Visit [greenfieldny.org](http://greenfieldny.org) for the latest news and a complete calendar of events.

#### Upcoming Events

- Greenfield Lion's Club Cars & Coffee event 9/2, 8 a.m.-11 a.m.
- Brookhaven Veteran's Golf Tournament 8/20. Register at [brookhaven-golfcourse.com](http://brookhaven-golfcourse.com).
- Townwide Garage Sale 9/9 and 9/10 9 a.m.-4 p.m. Register to be included on map (\$5) at Town Hall.
- Recreation sign up ongoing for August and Fall events.
- Pedal the Creek Bike Race & Event, Sept. 16 at Brookhaven Park.
- Historical Society's Covered Dish Dinner 9/9 at 7 p.m.
- Sept. 22 New Community Event: Train Ride Event to Support the Greenfield Caboose.

# Town of Greenfield News

Updates from Town Hall, August 2023

Greenfield, N.Y. includes residents in Greenfield Center, Porter Corners, Middle Grove, Lake Desolation and Maple Ave.

## Celebration of History & Trains Aug. 12



Stop by the **13th Annual Caboose Day & Car Show** event on **Aug. 12 from 10 a.m.—3 p.m.** It is a great opportunity to grab lunch and view two historic treasures: the caboose and Kings Station train depot. The free event will take place at Kings Station Park, 4000 Route 9N.

Participate or vote in the car show featuring all kinds of trucks, cars and motorcycles. There will be many vendors and a bake sale. Lunch is freshly grilled hot dogs, hamburgers and French fries. Historians will be on site, some dressed in classic train conductor attire.

#### Train Ride Options

One fun option is to arrive to the event via a scenic 7-mile, 2 1/2 hour ride aboard the Saratoga Corinth & Hudson Railway. The train departs Corinth at 9:30 a.m. or 12:30 p.m. and drops off at King's Station. A trolley is available to transport from the station to the event or it is a 5-minute walk. Book at [corinthtrain.com](http://corinthtrain.com).

Additional 45-minute train rides will be offered at the event from 11-2 p.m. on a real caboose or open air car. (The cost is \$5 kids/\$10 adults).

For more information on the event, contact Tom Clute at 518-580-0655.

## New Town Salt Shed

This new 7,200-square-foot salt shed will allow the Highway Dept. to store 3/4 of an entire year's supply of winter road salt, saving money by allowing us to buy bulk and in advance. Last year, we used 5,375 tons of salt. The project was built by Hybrid Building Solutions of Buffalo. This was a true team effort between our Highway Superintendent Justin Burwell and Principal Accountant Cara Parks, who worked hard to assure this project would not impact taxes. The \$460,000 project is being paid by investments and reserve funds.





### Little Libraries Popping up Around Town

New at 200 Hyspot Rd., this “Little Free Library” is part of the national nonprofit of book-exchange boxes sprouting up across the country. There are more than 150,000 nationwide and the goal is make books accessible to everyone.

Greenfield’s first little library is located across the street from Twin Leaf Farms and the custom-designed box will hold nearly 150 books. Books may be borrowed or shared any time.

Greenfield Girl Scout Troop 3613, a group of 6th and 7th graders, will begin building a little library this fall. The project was been approved to be placed at **Town Hall**.

All locations can be found at [littlefreelibrary.org](http://littlefreelibrary.org).

## Know the Code

Below, our new Building Inspector Justin Reckner shares **WHEN YOU DO NOT NEED A BUILDING PERMIT**:

- Painting the inside or outside of the house or detached structures.
- Repairing drywall, plaster or siding.
- Installing new floor coverings, like vinyl, carpet or hardwood.
- Installing or refurbishing cabinetry.
- Repairing or replacing porch flooring or deck flooring. Note: a permit is required to repair/replace the structural elements or to include posts and guard systems.
- Repairing or replacing handrails on a porch or deck.
- Installing or replacing gutters and downspouts.
- Constructing or installing a storage shed, playhouse, etc. (119 sq. feet or less in area.)
- Building recreational equipment, such as swings, skateboard ramps, jungle gyms, etc.
- Installing a security alarm system.
- Replacing electrical fixtures, such as switches and receptacles.
- Replacing a ceiling fan to a pre-wired switch, that has a ceiling fan rated and supported box.



**New Building Inspector Justin Reckner started in May.**

- Replacing plumbing fixtures, such as sinks, toilets, faucets, etc.
- Replacing electrical cook top stoves, ranges, and dryers.

### Otherwise? YOU NEED A BUILDING PERMIT.

Call or stop by for our advice on a case-by-case basis. Learn more on our website. **Please note that building permit applications are now available on-line.**

## Time for Change: Town Working to Update Town Codes

The Town Board has launched an initiative to analyze and update our local zoning laws. MJ Engineering of Clifton Park has been retained to perform a code review and diagnostic report.

“It is important for us to update our zoning codes to better align with current issues,” said Town Supervisor Kevin Veitch. “We are focusing on direct input from our Planning and Zoning Boards as well as resident input.”

The Town is looking to update the zoning codes in many areas including solar, Airbnb, noise and more. Planning Board

Chair Tonya Yassenchak recently addressed the Town Board about the zoning laws in need of review. She noted that current code language makes it difficult for the land use boards to properly review projects. Working with Zoning Board Chair Denise Eskoff, Planning Board Vice Chair Robert Roeckle, and ZBA Vice Chair Andrew Wine, she cited codes including signage, garage apartments, accessory structures, project expiration dates, subdivision regulations and more.

The initial diagnostic report is expected by early fall. Next, the Town will review costs to update each piece and determine our priorities. Public hearings will be held later in the process, Veitch said.

MJ Engineering’s Director of Planning Jaclyn Hakes said they will provide the Town with a list of proposed changes that comes from a combination of listening to the town’s challenges and the firm’s professional expertise. MJ Engineering has years of experience working with municipalities, recently working with East Greenbush and Ballston on similar projects.



## Friday Farmer's Market Though Sept.8: New Location at Middle Grove Town Park



Shop for local produce, and much, much more each Friday at the Greenfield Farmer's Market. Shop for local goods including such things as pickles, jellies, baked items, produce and gifts. It's a fun way to support our community.

Every Friday until 9/8, 4-7 p.m. Now held at Middle Grove Rd. Town Park, 428 Middle Grove Rd. More info is on town website.

## Celebrating a Resident's Milestone Birthday



Russell Ormsbee, pictured above, turned 100 on July 22, 2023. He received a proclamation of achievement from our Town Board. He is pictured above with his wife Dorothy, Town Supervisor Kevin Veitch and Town Clerk Karen Downen. Russell served in the U.S. AirCore from 1942-46, as an flight engineer on a C54 Cargo plane responsible for evacuating injured soldiers from Hawaii in World War II. He was employed by the International Paper Co. for more than 39 years, has been an avid musician and an involved community member.

The Ormsbee family has deep roots in our Town's history.

### New August 23

#### Crafty Camps

7/31-8/4: Yarntastic

8/7-11: Art of Disney

8/14-28: STEM Sampler

8/21-25: Art What You Eat

8/28-9/1 STEM Sampler  
12:30-3:30 p.m. Mon-Fri.,  
Community Center

Classes cost \$100  
Scholarships are available. More  
info & registration on-line.

### Fall Sign Up Online

- Fall tennis (ages 7-13)
- Youth soccer (ages 3-14)

### Oct. 28 (2 Events!)

**Octoberfest 5K Run**  
at Brookhaven, 10 a.m.

### Halloween Bash at Brookhaven Golf Course

- Trick or Treating
- Giant pumpkin contest
- Dine & mingle at The View restaurant
- Sponsor a themed-golf cart to give out candy.





Phone: 518-893-7432  
Fax: 518-893-2460  
www.greenfieldny.org  
Facebook @GreenfieldNY

P.O. Box 10  
7 Wilton Road  
Greenfield Center, NY 12833

**Town Clerk:**  
Karen Downen  
kdownen@greenfieldny.org

**Highway Superintendent:**  
Justin Burwell  
jburwell@greenfieldny.org

**Government Mtgs**

- Zoning Board mtg, 2nd Tuesday of month.
- Town Board mtg, 2nd Thursday of month.
- Planning Board mtg, 2nd and last Tuesday of month.
- All at 7 p.m. at Town Hall.
- Look for minutes and agendas on-line.

**TOWN BOARD MEMBERS**

**Town Supervisor:**

Kevin Veitch  
kveitch@greenfieldny.org

**Deputy Town Supervisor:**

Rick Capasso  
rcapasso@greenfieldny.org

**Councilmen:**

Mike Gyarmathy  
mgyarmathy@greenfieldny.org

MaryAnn Johnson  
mjohnson@greenfieldny.org

Ty Stacey  
tstacey@greenfieldny.org

**Board Member Michael Gyarmathy**



Mike Gyarmathy is a resident of Porter Corners and the newest member of the Town Board. His 4-year term began in 2022.

**How long you've lived in Greenfield:** 46 years

**How long you served on Town Board:** 1 1/2 years

**Other town involvements:**  
Planning Board for 12 years. I also volunteer with the Greenfield Historical Society and the Giving Circle Inc.

**Why you ran for this position:**  
I love the way our town is. It is a very diverse community. I love its rural nature and I would like it to stay like it is.

**What you'd like to accomplish:**  
I look forward to updating our zoning codes to meet the changing times, while protecting the rural nature of our community.

**Employment background:**  
Local remodeling contractor for 33 years.

**Anything personal you'd like to share:**  
I have been married 30 years to my wife Marion. We have raised three boys and have a dog named Maisy.



*Check it out!*

# Greenfield's Brookhaven Park & Golf Course

We're off the beaten path in Porter Corners, *less than 10 minutes from West Ave.* Take a break from crowds and parking issues.

- **Explore our 365-acre park and golf course.** Green space that is gorgeous from end to end. Even if you are not a golfer, just across the street you'll find walking trails, a fabulous new environmentally-friendly playground and a pavilion for party rental.
- **Nearby golf in an Adirondack setting.** Soak up the lush landscapes of this 18-hole municipal course. It's one of the best kept secrets with its affordable fees, youth equipment and specials, and vistas of the Southern Adirondacks. It's a perfect venue for a party or tournament.

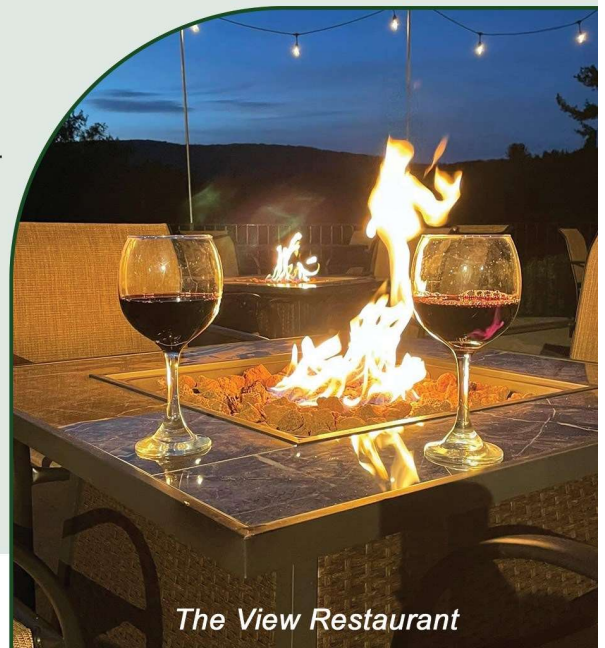
Book tee times: 518-893-7458  
or online at [www.brookhavengolfcourse.com](http://www.brookhavengolfcourse.com)



**BROOKHAVEN**  
GOLF COURSE

**333 Alpine Meadows Rd.  
Porter Corners, NY**

*Brookhaven Golf Course is a municipal golf course owned and operated by The Town of Greenfield.*



*The View Restaurant*

Enjoy a relaxed atmosphere and from-scratch menu items. Call for lunch or dinner reservations.

*Visitors coming this summer? Local lodging and campsite options:*

**Iron Horse Inn**  
241 South Greenfield Rd.  
Greenfield Center  
FB:[@ziehnertskating](#)

**Loon Meadow Farm LLC** (carriage rides, horse boarding)  
695 Locust Grove Rd.  
[loonmeadowfarm.com](#)

**Saratoga Escape Lodges & RV Resort**  
265 Brigham Rd.  
FB:[@Saratogaescape](#)

**Saratoga Farmstead Bed and Breakfast & North Eastern Massage**  
41 Locust Grove Rd.  
[saratogafarmstead.com](#)

**Whispering Pines Campsites & RV Resort**  
550 Sand Hill Rd.  
[saratogacamping.com](#)



*Know and support  
our neighbors!*

*Equine businesses (a nod to Saratoga's summer traditions):*

**Bloomfield Farm** (polo/boarding/lessons)  
18 Bloomfield Farm Rd.  
[bloomfieldfarmpolo.com](#)

**Cross Timbers Ranch** (Horse boarding/training/lessons)  
122 Barney Rd. [crosstimbersranchllc.com](#)

**Equine Clinic of Saratoga** (Equine hospital)  
163 Daniels Rd.  
[equineclinicofsaratoga.com](#)

**Equine Site Solutions** (Horse arena construction)  
660 Coy Rd.  
[equinesitesolutions.com](#)

**Graphite Hill Farm** (horse care/boarding)  
660 Coy Rd.  
[graphitehillfarm.com](#)

**Loon Meadow Farm LLC** (carriage rides/horse boarding)  
695 Locust Grove Rd.  
[loonmeadowfarm.com](#)

**Old Friends at Cabin Creek** (nonprofit thoroughbred retirement sanctuary)  
483 Sandhill Rd.  
[oldfriends@cabin creek.com](#)

**Quiet Run Farm** (hunter and jumper stable, lessons)  
379 Middle Grove Rd.  
FB:[@QuietRunLimited](#)



Resident Kristin Grosso is pictured here with her horse, Bunny. The Grossos' family farm is home to nine horses and an indoor riding arena. Kristin and her daughter, Caroline, are competitive in dressage.



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Department of Planning & Economic Development

**DATE:** 9.26.23

**COMMITTEE:** Economic Development

1. Is a Resolution Required:

**No, Committee Approval Only**

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted **Yes**

4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted Yes

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.80.000-8763 Municipal Planning Grant Program-Economic Development
- b. Budget year impacted 2023
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

Human Resources Consulted  
N/A

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted  
No

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO
- a. Source of grant funding:
  - b. Agency granting funds:
  - c. Amount of grant:
  - d. Purpose grant will be used for:
  - e. Equipment and/or services being purchased with the grant:
  - f. Time period grant covers:
  - g. Amount of county matching funds:
  - h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Memo and Applications

10. Remarks:
- See attached memo and applications





**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date 3/16/2023

**Applicant Information**

Town/City Town of Ballston

Address 323 Charlton Road, Ballston Spa, NY 12020

Contact person (if other than Supervisor) David Urkevich, Town Comptroller

Contact Email: durkevich@townofballstonny.org

**Grant Information**

Project Name Burnt Hills Business District Sewer Feasibility Study

Amount of grant request (\$7,100 or less) \$7,100

How funds will be used Professional feasibility study on sewer service expansion to Burnt Hills commercial district

Estimated project start date 1/11/2023 Estimated project completion 4/30/2023

How does the project align with the economic development objectives in your community?

The Burnt Hills business district has been identified by our 2022 Comprehensive Plan update as the ideal area for dense commercial and mixed-use new development in our Town. Access to municipal sewer service is essential to maximize potential full market value of future development, as many commercial tenants rely on such amenities to do business.

What are the project deliverables?

Professional research and feasibility study report that outlines the possibility of implementing a low-pressure sewer district in the Burnt Hills business district and nearby areas. The report will determine the number of equivalent dwelling units, system infrastructure requirements, regulatory and permitting requirements, and estimate costs for capital outlay and recurring operations and maintenance.

How will you measure results (ex: new jobs or investment)?

Tax base growth measured by full market value of new development. New growth will benefit the County, Town, and Burnt Hills - Ballston Lake School District through various forms of increased tax revenue.

Signature of Town/City Supervisor: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "David Urkevich", written over a horizontal line.

**Application Deadline:** September 15, 2023

Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:

Jason Kemper, Director

Saratoga County Department of Planning and Economic Development

50 West High St.

Ballston Spa, NY 12020



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date 9/14/23

**Applicant Information**

Town/City Charlton

Address 758 Charlton Road, Charlton, 12019

Contact person (if other than Supervisor) \_\_\_\_\_

Contact Email: supervisor@townofcharlton.org

**Grant Information**

Project Name Right to Farm Law and Farm Friendly Community Signage and "Charlton Makes" Marketing Materials and Workshops

Amount of grant request (\$7,100 or less) \$7,100

How funds will be used To purchase signs, marketing materials, paying professional arts educators, hosting reception honoring local artisans

Estimated project start date Sept. 2023 Estimated project completion June 2024

How does the project align with the economic development objectives in your community?


The project will promote the importance of agricultural industries and local artisans on Charlton's local economy.

What are the project deliverables?

Right to Farm law signs, Farm Friendly Community signs, artisan workshops, reception.

How will you measure results (ex: new jobs or investment)?

Extent of community participation at workshops and type of feedback on new signage at the Town's gateways

Signature of Town/City Supervisor: \_\_\_\_\_  


**Application Deadline:** September 15, 2023

Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:

Jason Kemper, Director

Saratoga County Department of Planning and Economic Development

50 West High St.

Ballston Spa, NY 12020



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date September 15, 2024

**Applicant Information**

Town/City Town of Clifton Park

Address One Town Hall Plaza, Clifton Park, NY 12065

Contact person (if other than Supervisor) jscavo@cliftonpark.org

Contact Email: Pbarrett@cliftonpark.org

**Grant Information**

Project Name Purchase & Deployment of Laserfiche Cloud Software

Amount of grant request (\$7,100 or less) \$7,100 County & \$7,100 local Town Match

How funds will be used Purchase and deploy Laserfiche Cloud Software

Estimated project start date 01/02/2024 Estimated project completion 05/28/2024

How does the project align with the economic development objectives in your community?

Laserfiche Cloud software compliments the Town's existing and growing digital document inventory system allowing staff to upload, view, and works using a streamlined web interface. Laserfiche Cloud allows the Town to connect to CitizenServe, a building permit management system without the need for coding or specialized technical expertise. With Laserfiche Cloud, the Town can capture information from its Building & Zoning Software, Citizenserve, and directly launch a Laserfiche search based on information in those applications, or quickly open relevant current and historical documents, and update document metadata. This will increase business efficiency for building permit turnaround and access to public records for the development community, resulting in positive economic development impacts. Local matching funds to implement the project will come from the 2024 Town of Clifton Park Budget.


What are the project deliverables?

1. 01/02/2024 Execute Contract with General Code for software purchase, installation, and training. 2. 01/24 to 04/2024 development and integration to Clifton Park's Processes and existing digital records migration. 3. Deployment of Laserfiche Cloud 05/2024.

How will you measure results (ex: new jobs or investment)?

Reduce the time it takes business owners to research how to start or expand their business Pre- to Post-Laserfiche Cloud Deployment.

Reduce Building permit turnaround time by integrating Laserfiche Cloud with CitizenServe the Building Permit asset management program.

Signature of Town/City Supervisor: 

**Application Deadline:** September 15, 2023

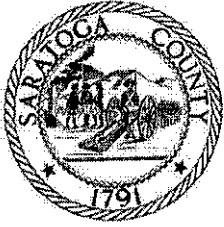
Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:

Jason Kemper, Director

Saratoga County Department of Planning and Economic Development

50 West High St.

Ballston Spa, NY 12020



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date 5/31/2023

**Applicant Information**

Town/City Corinth

Address 600 Palmer Ave, Corinth NY 12822

Contact person (if other than Supervisor) Jennifer Kietzman / C Eric Butler

Contact Email: jennykietzman@gmail.com / ebutler@townofcorinthny.com

**Grant Information**

Project Name Gateway to the ADKS Hiking Challenge

Amount of grant request (\$7,100 or less) \$7100

How funds will be used Design and production. Web sight, brochures, bumper stickers, T-shirts and fulfillment

Estimated project start date 7/1/2023 Estimated project completion 7/1/2024

How does the project align with the economic development objectives in your community?

Our current objective is to drive tourism. Bring new people to our area and help support our small businesses. Possibly getting them to stay in the area and drive sales tax.

What are the project deliverables?

Increase in tourism and small business sales.

How will you measure results (ex: new jobs or investment)?

This investment is seed money for this project. It's results will be measured by the traffic logged in on trail registries and the self sustainability from sales of the promotional items like stickers, patches and shirts

Signature of Town/City Supervisor: 

**Application Deadline:** September 15, 2023

Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:

Jason Kemper, Director

Saratoga County Department of Planning and Economic Development

50 West High St.

Ballston Spa, NY 12020



SARATOGA COUNTY  
DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT

2023 Economic Development Fund Application Form

Date August , 2023

Applicant Information

Town/City Day

Address 1650 North Shore Road, Hadley NY 12835

Contact person (if other than Supervisor)

Contact Email: daysupervisor@townofday.com

Grant Information

Project Name Day Town Center Upgrades & Events

Amount of grant request (\$7,100 or less) \$7,100.00

How funds will be used to upgrade the town museum and have celebration/opening), to provide places for citizens to gather at Town Hall during events, upgrades to historic Day Cemetery and capital improvements to town buildings.

Estimated project start date started February 2023 Estimated project completion December 2023

How does the project align with the economic development objectives in your community?

Project will improve the aesthetics of the Town of Day "center" on North Shore Road and make it more attractive for future events and gatherings for citizens in the community. We also have outbuildings in our town that are in need of some capital improvements. We have been working on upgrading our town playground, community park and recycling center and have more improvements that can be done in order to make it complete. We are going out to bid for a new roofs on our museum and Town Hall.

What are the project deliverables?

To refurbish existing museum; add some park benches at Day Town Hall; removal of a large tree by new entryway(installed this spring) to historic Day Cemetery behind Town Hall; to make Day Town Center a nice gathering place for the community to have future events to bring our community together.

How will you measure results (ex: new jobs or investment)?

New investment in the area at Town Hall used by those in the community. To expand on use of the Day Museum and generate interest in forming a Historical Society. Attendance at events at Museum and town center. Many people walk through the town center and historic cemetery which was overgrown and recently trimmed and cleaned. More work is needed in our town center to make it a place for our constituents to be proud to say is their home -- especially being within Saratoga County.

Signature of Town/City Supervisor: James Edwards

Application Deadline: September 15, 2023

Please submit application via email to jkemper@saratogacountyny.gov or mail to:

Jason Kemper, Director

Saratoga County Department of Planning and Economic Development

50 West High St.

Ballston Spa, NY 12020



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date 9/15/2023

**Applicant Information**

Town/City EDINBURG  
Address 45 Military Rd Edinburg NY 12134  
Contact person (if other than Supervisor) Jean Raymond  
Contact Email: edinburg@roadrunner.com

**Grant Information**

Project Name Town Website Refresh  
Amount of grant request (\$7,100 or less) \$7100<sup>00</sup>  
How funds will be used To update + refresh town website  
Estimated project start date Oct 2023 Estimated project completion Spring 2024

How does the project align with the economic development objectives in your community?

site will contain information on town history, government & contact information and links & be published on all town publications current the website is offline.

What are the project deliverables?

updated website

How will you measure results (ex: new jobs or investment)? That will be determined

as part of the update.

Signature of Town/City Supervisor:

Jean Raymond

**Application Deadline:** September 15, 2023

Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:

Jason Kemper, Director

Saratoga County Department of Planning and Economic Development

50 West High St.

Ballston Spa, NY 12020



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date 5/23/2023

**Applicant Information**

Town/City Galway

Address 5910 Sacandaga Road

Contact person (if other than Supervisor) Supervisor

Contact Email: msmith@townofgalwayny.org

**Grant Information**

Project Name Galway Community Building

Amount of grant request (\$7,100 or less) \$7,100

How funds will be used Construction of New Building

Estimated project start date 8/1/2023 Estimated project completion 12/31/2023

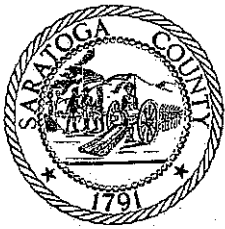
How does the project align with the economic development objectives in your community?  
• Provides a place for community activities i.e. Farmers Market, Community events that bring people to Galway!

What are the project deliverables? Community facility

How will you measure results (ex: new jobs or investment)?  
Support area business with more business opportunities

Signature of Town/City Supervisor: [Signature]

**Application Deadline:** September 15, 2023  
Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:  
Jason Kemper, Director  
Saratoga County Department of Planning and Economic Development  
50 West High St.  
Ballston Spa, NY 12020



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date 9/7/2023

**Applicant Information**

Town/City Town of Greenfield

Address PO Box 10 Greenfield Center, NY 12833

Contact person (if other than Supervisor) Kevin Veitch, Supervisor

Contact Email: kveitch@greenfieldny.org

**Grant Information**

Project Name Greenfield Newsletters

Amount of grant request (\$7,100 or less) \$7,100

How funds will be used Printing newsletter

Estimated project start date February Estimated project completion November

How does the project align with the economic development objectives in your community?

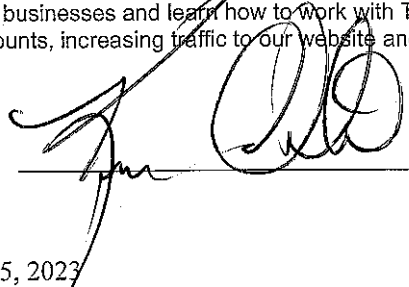
This town newsletter better connects our residents with local government and keeps them informed about what is going on. We offer spotlights, business listings, information on working with our building department and planning/zoning boards, Town Clerk's office and more. We are building community engagement and pride and urging residents to buy local and be loyal to local businesses.

What are the project deliverables?

A quarterly newsletter from the Town of Greenfield, which will be mailed to our resident household database. (approximately 3,000 households)

How will you measure results (ex: new jobs or investment)?

The newsletter project, which started last year, has received tons of favorable community feedback to Town Hall. People and businesses are extremely happy with the sense of community it is building. They are pleased to read about what is going on at Town Hall, learn about local businesses and learn how to work with Town Hall easier. This effort is driving more residents to follow our social media accounts, increasing traffic to our website and attend our local events and programs.

Signature of Town/City Supervisor: 

**Application Deadline:** September 15, 2023

Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:

Jason Kemper, Director  
Saratoga County Department of Planning and Economic Development  
50 West High St.  
Ballston Spa, NY 12020





**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date September 12, 2023

**Applicant Information**

Town/City Halfmoon

Address 2 Halfmoon Town Plaza, Halfmoon, NY 12065

Contact person (if other than Supervisor) Paul Maiello

Contact Email: grounds@townofhalfmoon.org

**Grant Information**

Project Name Halfmoon Town Complex Lighting Project

Amount of grant request (\$7,100 or less) \$7100.00

How funds will be used for materials and construction services to complete project.

Estimated project start date 05/01/2024 Estimated project completion 12/31/2024

How does the project align with the economic development objectives in your community?

This request is an extension of the 2022 Halfmoon Town Complex Lighting Project that will visually connect the Town complex with the rest of the town. The project will encourage like investment and showcase the importance of community character.

What are the project deliverables?

Construction materials (light fixtures, decorative poles, electrical connections, etc.) and services to complete the project.

How will you measure results (ex: new jobs or investment)?

Allow more flexibility in scheduling Town events after dusk and ensuring safety for residents when visiting the Town complex.

Signature of Town/City Supervisor: Kevin J. Tollisen Digitally signed by Kevin J. Tollisen  
Date: 2023.09.12 13:38:30 -04'00'

**Application Deadline:** September 15, 2023  
Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:  
Jason Kemper, Director  
Saratoga County Department of Planning and Economic Development  
50 West High St.  
Ballston Spa, NY 12020



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date August 29, 2023

RECEIVED  
SEP 11 2023  
SARATOGA COUNTY  
PLANNING DEPARTMENT

**Applicant Information**

Town/City Town of Milton

Address 503 Geysers Road, Ballston Spa, NY 12020

Contact person (if other than Supervisor) John Olenik, Director of Economic Planning

Contact Email: jolenik@nycap.rr.com

**Grant Information**

Project Name Come Grow With Us: Economic Development Overview Town of Milton, NY

Amount of grant request (\$7,100 or less) \$7,100

How funds will be used Professional services: research, writing, graphic design and printing booklet on town's economic opportunities.

Estimated project start date September 15, 2023 Estimated project completion 12/31/2023

How does the project align with the economic development objectives in your community?

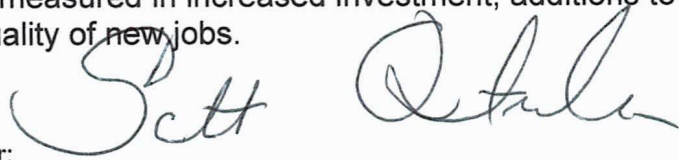
The project advances the town's goals of attracting new investment. Target market for the economic development overview brochure includes both expansion/attraction of existing, local, Saratoga County-based enterprises as well as state and national firms.

What are the project deliverables?

Attractive and professionally designed brochure in digital and print format that summarizes the key features and attributes of the Town of Milton for prospective new investors in the development of the town in a way that advances local planning goals.

How will you measure results (ex: new jobs or investment)?

Initial measurements will be in the solicitation and follow up with interested individuals/firms. Ultimately the results will be measured in increased investment, additions to the real property tax base and number and quality of new jobs.

Signature of Town/City Supervisor: 

**Application Deadline:** September 15, 2023

Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:

Jason Kemper, Director

Saratoga County Department of Planning and Economic Development

50 West High St.

Ballston Spa, NY 12020



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date 8/31/2023

**Applicant Information**

Town/City Town of Moreau

Address 351 Reynolds Road

Contact person (if other than Supervisor) Lisa Sperry, Confidential Secretary to the Supervisor

Contact Email: ssec@townofmoreau.org

**Grant Information**

Project Name Sewer Consolidation

Amount of grant request (\$7,100 or less) \$7,100

How funds will be used To offset the expenses related to sewer consolidation, such as the MPR.

Estimated project start date 9/1/2023 Estimated project completion 6/30/2024

How does the project align with the economic development objectives in your community?

The recent creation of our Sewer District 1, Extension 5, has prompted economic growth along our Route 9 Commercial Corridor, the Moreau Industrial Park and multiple new housing subdivisions. This growth has resulted in an increased interest in public sewer.

What are the project deliverables?

Consolidation of the Town's sewer districts will reduce treatment costs, provide redundant treatment options and allow users with failing septic systems and other new users, to connect to the public sewer system.

How will you measure results (ex: new jobs or investment)?

More equitable billing across all districts, additional sewer access and condensed operation procedures and expenses.

Signature of Town/City Supervisor: \_\_\_\_\_

*Theodore J. Kuonig, Jr.*

**Application Deadline:** September 15, 2023

Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:

Jason Kemper, Director

Saratoga County Department of Planning and Economic Development

50 West High St.

Ballston Spa, NY 12020



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date 9/15/23

**Applicant Information**

Town/City T/Saratoga

Address 12 Spring St. Schuylerville NY 12871

Contact person (if other than Supervisor) \_\_\_\_\_

Contact Email: imurray@albany.twc.bc.com

**Grant Information**

Project Name Strategic Economic Planning

Amount of grant request (\$7,100 or less) 7100.00

How funds will be used Design & Develop Business Corridor

Estimated project start date Fall/Winter 23/24 Estimated project completion Spring/Summer 24

How does the project align with the economic development objectives in your community?  
outlined in the Towns comprehensive plan however it need to be further designed and developed

What are the project deliverables? Jobs - Service Businesses, Light manufacturing. Sales Tax

How will you measure results (ex: new jobs or investment)?  
Defined and desirable Businesses moving into the Town. Investment, Job creation

Signature of Town/City Supervisor: Jim Murray

**Application Deadline:** September 15, 2023  
Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:  
Jason Kemper, Director  
Saratoga County Department of Planning and Economic Development  
50 West High St.



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date 9/6/2023

**Applicant Information**

Town/City City of Saratoga Springs

Address 474 Broadway, Saratoga Springs NY 12866

Contact person (if other than Supervisor) Accounts Commissioner Dillon Moran

Contact Email: dillon.moran@saratoga-springs.org

**Grant Information**

Project Name Saratoga Springs New Years Fest

Amount of grant request (\$7,100 or less) \$7,100

How funds will be used Funds will be used to offset City expenses

Estimated project start date 12/31/2023 Estimated project completion 1/1/2024

How does the project align with the economic development objectives in your community?

It aligns with our City's goal of attracting visitors to our community to engage in downtown commerce and to support local businesses.

What are the project deliverables?

Deliverable will be another successful New Years Fest event

How will you measure results (ex: new jobs or investment)?

Results will be measured through measuring number of tickets sold and the basic size of the crowds and activity downtown for the event.

Signature of Town/City Supervisor: Matthew E. Veitch

**Application Deadline:** September 15, 2023

Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:

Jason Kemper, Director

Saratoga County Department of Planning and Economic Development

50 West High St.

Ballston Spa, NY 12020



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date 9.8.23

**Applicant Information**

Town/City Town of Stillwater

Address 881 Hudson Ave., Stillwater, NY 12870

Contact person (if other than Supervisor) \_\_\_\_\_

Contact Email: ekinowski@stillwaterny.org

**Grant Information**

Project Name Bemis Heights Trail Phase 1 Construction

Amount of grant request (\$7,100 or less) \$7,100

How funds will be used The funds will support the Town's labor and equipment costs in preparing the first section of the Bemis Heights Trail for construction.

Estimated project start date 1.1.24 Estimated project completion 6.1.24

How does the project align with the economic development objectives in your community?

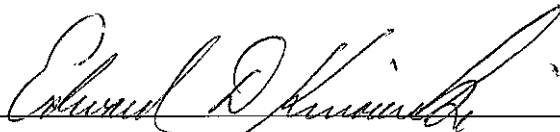
It is a long-standing goal of the Town to complete the Champlain Canalway Trail/Empire State Trail. The Town sees it as a critical resource for its residents and an enhancement for bringing new visitors into the community. This new trail will also provide a key trail connection between Stillwater and the Saratoga National Historical Park and support the 250th anniversary of American Independence, and complement the major goal of the EST and Hudson River Valley Greenway in establishing a system of land and water trails along the Hudson River/Champlain Canal Corridor.

What are the project deliverables?

The funds will be utilized to offset the costs that the Town of Stillwater will expend through its own labor and equipment to prepare the first section of the Bemis Heights Trail for construction from the end of Price Road north to a point approximately 2,000 feet along the Old Champlain Canal Towpath to the first stream crossing. The Town Highway crew will install sediment fencing, and conduct clearing, grubbing, grading, and other earthwork.

How will you measure results (ex: new jobs or investment)?

The commitment to this project is evidenced in the investments to date on the purchase of easements and lands to make the necessary connections, and the grant funds expended from Saratoga County for trail feasibility, permitting, and schematic design. The investment will be measured by the number of trail users that come through as a result of it being put on trail maps and endorsed by the Empire State Trail. The Town plans to invest in a trail user counter when the trail is completed.

Signature of Town/City Supervisor: 

**Application Deadline:** September 15, 2023

Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:

Jason Kemper, Director

Saratoga County Department of Planning and Economic Development

50 West High St.

Ballston Spa, NY 12020



**SARATOGA COUNTY**  
**DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

**2023 Economic Development Fund Application Form**

Date September 25, 2023

**Applicant Information**

Town/City Town of Wilton

Address 22 Traver Road, Wilton NY 12831

Contact person (if other than Supervisor) Maria Moran

Contact Email: mmoran@townofwilton.com

**Grant Information**

Project Name Gavin Park Improvement

Amount of grant request (\$7,100 or less) \$7,100.00

How funds will be used Economic development will be fostered via improvements to recreational facilities at Town of Wilton Gavin Park

Estimated project start date October 2023 Estimated project completion May 2024

How does the project align with the economic development objectives in your community?

Economic development will be facilitated through use of the grant. Friends of Wilton Recreation Inc. is a non-profit organization that supports recreational activities in the Town of Wilton, with a focus on programming and expansion of facilities at the Town's Gavin Park.

What are the project deliverables?

The Friends of Wilton Recreation is planning on assisting with facility improvements to support the Town's annual band concerts.

How will you measure results (ex: new jobs or investment)?

Increased space for audience attendance and an improved sound experience for the bands and for the audience will increase attendance at the concerts.

Signature of Town/City Supervisor: *John Lant*

**Application Deadline:** September 15, 2023

Please submit application via email to [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov) or mail to:

Jason Kemper, Director

Saratoga County Department of Planning and Economic Development

50 West High St.

Ballston Spa, NY 12020



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Department of Planning & Economic Development

**DATE:** 9.26.23

**COMMITTEE:** Economic Development

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

AUTHORIZING AN AGREEMENT WITH BILLI O' S, INC. D/B/A  
DISTINCTIVE CATERING FOR FOOD AND BEVERAGE SERVICES AT  
THE COUNTY' S ANNUAL PLANNING AND ZONING CONFERENCE

3. Specific Details on what the resolution will authorize:

Resolution will award a contract for the food and beverage services associated with the County Planning and Zoning Conference to be held on January 31st, 2024. Final amount will be based on conference registrations. Contract will be not to exceed \$25,000.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes



4. Is a Budget Amendment needed:  YES or  NO  
 If yes, budget lines and impact must be provided.  
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
 Consulted

Please see attachments for impacted budget lines.  
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.80.000-8513 (Meeting Expenses)
- b. Budget year impacted 2024
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

Human Resources Consulted

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation RFP

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)  
23-RFP-PLCS-1

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

Annette Osher, distinctivecateringsaratoga@gmail.com  
882 Route 29  
Saratoga Springs, NY 12304

e. Is the vendor/contractor an LLC, PLLC, or partnership: Billi O's Inc DBA Distinctive Catering

f. State of vendor/contractor organization: New York

g. Commencement date of contract term: January 31st, 2024

h. Termination of contract date: February 1st, 2024

i. Contract renewal date and term: None

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted  
Yes

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO
- a. Source of grant funding:
  - b. Agency granting funds:
  - c. Amount of grant:
  - d. Purpose grant will be used for:
  - e. Equipment and/or services being purchased with the grant:
  - f. Time period grant covers:
  - g. Amount of county matching funds:
  - h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:

See attached memo

Original

# Billi O's Inc DBA/Distinctive Catering Contract

Event agreement form taking place on; January 31, 2024

BETWEEN

(Name): Saratoga County Dept of Planning and Economic Development

(Phone):518-884-4705

(Email)jkemper@saratogacountyny.gov

AND

Billi O's Inc DBA

Distinctive Catering

888 Route 29

Saratoga Springs, NY 12866

VENUE-Saratoga City Center

(518)858-2184

**Client and Caterer agree to the following:**

**Services** \_\_\_\_\_

Caterer agrees to provide services to the Client for a catered event.

Early Morning break, Mid-Morning Break, Lunch, and afternoon break

The catering will begin at Time 7:30 am – 4:30 pm Date: January 31, 2024

Please initial for confirmation:

**Payment** \_\_\_\_\_ Client and Caterer agree payment will be made within 30 days after the event.

**Guest's** \_\_\_\_\_

Client agrees to provide Caterer with the total number of guests no later than **{10}** days before the Event.

Please note that if you go **over** the contracted **number of** guests in this agreement then **you must pay each guest over guaranteed amount** .

Should the total number be **less** than, there will be **no refund**.

## **Menu**

The menu must be confirmed by **the time this contract is signed, but items can be added**, Menu will be fixed, and no changes may be made **24 hours** prior to the event.

### **Early Morning Break- 7:30 am-8:30 am (475) guests \$7.95 pp**

**3 double sided tables consisting of Regular and Decaf Coffee, Hot Water, assorted juice and tea along with pastries, mini bagels and assorted fruit. Condiments included, Cream cheese, peanut butter, jelly and butter. Yogurt will be available as well.**

**Paper plates and paper cups will be used.**

### **Mid Morning Break-9:45-10:30 am-425 guests (\$1.95 per person)**

3 tables will be set up double sided

Coffee Service will include regular coffee, decaf coffee, hot water, assorted juices, pitchers of water and assorted teas with condiments.

Any leftover Assorted Breakfast pastries and fruit from early morning break.

Paper plates and paper cups will be available.

### **LUNCH- 12:00-1:30 Approximately 550 guests 3 Lunch buffet stations double side**

(\$21.95 per person) Price includes paper products. Additional cost for China rental.

**Fresh tossed Salad** or suggestions carrot and kale salad in an Asian sauce.

**Garlic bread**

**Penne ala vodka** or suggestions- Thai Pasta Salad, pasta primavera, baked ziti, Homemade white cheddar mac n cheese, roasted red skin potatoes.

**Sausage and peppers with onions** or suggestions pulled pork, homemade meatballs or beef tips and mushrooms, sliced pork loin with a honey glaze

**Eggplant parmigiana** or other suggestions will be roasted assorted fresh vegetables, Garlic Broccoli Stir fry with chickpeas, Creamy Lentil Soup, vegetable skewers.

**Chicken Marsala** or other suggestions, Chicken piccata, lemon chicken with asparagus or maple mustard chicken, chicken teriyaki skewers

**Assorted plated pies** (pies will be delivered, plated and the rest saved in boxes)

Any left over food will be packed up and taken by client.

Coffee, Tea, Iced Tea, Lemonade and Ice water will be provided (3 buffet tables double sided)

Water, Iced Tea and Lemonade pitchers will be put on 50 tables

**Linens, plates and utensils will be provided by the caterer (paper products. If China is needed, there will be a rental charge added. \$1.50 per plate, 60 cents each fork and knife rental and 35cents each linen napkin.**

### **Afternoon Break- 2:15-3:05 pm, 350 people (\$1.95)**

Coffee service includes regular coffee, decaf, assorted teas, hot water, lemonade and iced

tea.

**Cancellation Policy -please initial \_\_\_\_\_**

*Client may cancel this Agreement before the event but will result in a total forfeiture of any deposit or payments made. If for any reason the event needs to be rescheduled, we are more than willing to accommodate at no extra charge. (I.e., bad weather, family emergency act of the government of God).*

*This portion has been detailed, noted by the client and agreed.*

**Certificate of INSURANCE has been provided in the proposal.**

Distinctive Catering Billing		
Early Morning break \$7.95 @ (475) guests (7:30-8:00am)		\$ 3,776.25
Breakfast Break \$1.95 @ (425) guests		\$ 828.75
Lunch Break \$21.95 @ (550) guests		\$ 12,072.50
Afternoon Break\$ 1.95 @ 350 guests		\$ 682.50
Linen Rental @ \$5.00 per linen @ 60 Tables		\$ 300.00
<b>Sub Total</b>		<b>\$ 17,660.00</b>
12% service charge for Saratoga City Center		\$ 2,119.20
		\$ 19,779.20
tax-exempt certificate		Tax Exempt

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client Signature

Date: \_\_\_\_\_

Annette Osher 9/8/2023  
Name

  
\_\_\_\_\_  
Caterer Signature



# DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT

JASON KEMPER, DIRECTOR

518.884.4705

SARATOGACOUNTY.NY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

## Request for Proposal for Food Service

**Event:** Saratoga County Annual Planning and Zoning Conference  
Wednesday, January 31, 2024 at Saratoga Springs City Center, Saratoga Springs, New York 12866

**Contact:** Jason Kemper, Director, Saratoga County Planning and Economic Development  
jkemper@saratogacountyny.gov, (518) 884-4705 office

**Event Description:** The Saratoga County Planning Department is looking for food services for its eighteenth annual day-long conference which attracts nearly 550 participants, exhibitors and presenters. The conference has an early morning break, mid-morning break, lunch, and afternoon break as a part of the day's schedule. Our conference runs from 8:00am through 4:30pm.

- 1) **Early Morning break (7:30 – 8:30 am):** We wish to provide regular and decaffeinated coffee, juice and tea along with assorted pastries and fruit for 475 when the registrants arrive between 7:30 and 8:30 am in the morning. There should be 3 break tables that are set up so that both sides of the tables are utilized for break service. This option may be eliminated when the final costs are calculated for the event.
- 2) **Mid-Morning break (9:45 – 10:30 am):** Our mid-morning break should consist of coffee service which includes regular and decaffeinated coffee and hot water with assorted teas and juices and pitchers of ice water for 425. Any leftover pastries/fruit from the early morning break should be available during this break. There should be 3 break tables that are set up so that both sides of the tables are utilized for break service. Service time is approximately 9:45am to 10:30am.
- 3) **Lunch (12:00 – 1:30 pm):** Three (3) buffet stations with service on both sides that includes hot items and a vegetarian dish. Our prior buffet included salad with dressing, garlic bread, penne ala vodka, sausage and peppers, eggplant parmigiana, chicken marsala with pie plated for dessert. Pies will be provided by a third-party vendor. We are looking to price the equivalent food choices and are open to suggestions on alternatives. We wish to have coffee, hot tea, iced tea, and lemonade or equivalent as a part of that service. Iced water, lemonade and iced tea in pitchers with cups to be placed on each of the approximately 50 lunch tables. Time is approximately 12:00 pm -1:30pm. We serve approximately 550 (final numbers determined prior to event). Linens, plates and utensils to be provided by caterer.
- 4) **Afternoon Break (2:15 – 3:05 pm):** Our afternoon break should consist of coffee service that includes regular and decaffeinated coffee, hot water with assorted teas, lemonade and iced tea for 350 attendees. We would also like the 3 break tables to be set up so that we can have both sides of the tables utilized for break service. Time is approximately 2:15pm – 3:05pm.

All proposals must include a per person charge for each of the three possible breaks and lunch and any service charges and/or fees associated with using the Saratoga Springs City Center. Final numbers to be determined prior to the event.

Insurance: Saratoga County requires that all businesses that become a contractor to the County must provide the County with proof of general liability insurance, in the minimum amount of \$1,000,000/single injury and \$1,000,000/property damage and shall be subject to approval by the County Attorney. Saratoga County must be listed as an additional insured and provide the County with proof of such insurance.

One (1) clearly marked original and two (2) copies of your proposal should be received no later than 5 PM on September 21, 2023. Proposals must be received in a sealed envelope addressed to John Warmt, Director of Purchasing, 50 West High Street, Ballston Spa NY 12020, clearly marked "Catering Services RFP".

Questions regarding this RFP should be directed to Jason Kemper, Director of Planning and Economic Development at 518-884-4705 or [jkemper@saratogacountyny.gov](mailto:jkemper@saratogacountyny.gov).





# BOARD OF SUPERVISORS

10/17/2023

## RESOLUTION XXX- 2023

**Introduced by Economic Development: Supervisors Hammond, Butler, Grasso, Raymond, Tollisen, K. Veitch and Winney**

### **AUTHORIZING AN AGREEMENT WITH BILLI O'S, INC. D/B/A DISTINCTIVE CATERING FOR FOOD AND BEVERAGE SERVICES AT THE COUNTY'S ANNUAL PLANNING AND ZONING CONFERENCE**

**WHEREAS**, the County hosts an annual Planning and Zoning Conference to provide required training to members of planning and zoning boards of municipalities located within and outside of Saratoga County as part of its services provided to the municipalities of Saratoga County and the State of New York; and

**WHEREAS**, as part of the annual conference, the County provides a luncheon, breaks and beverage services to the attendees; and

**WHEREAS**, the Planning and Economic Development Department solicited bids for food and beverage services and Billi O's, Inc. d/b/a Distinctive Catering ("Distinctive Catering") was the low bidder; and

**WHEREAS**, our Economic Development Committee and the Director of Planning and Economic Development have recommended that the County award the contract to provide food and beverage services at the annual planning and zoning conference to Billi O's, Inc, d/b/a Distinctive Catering and to enter into an agreement with Distinctive Catering, the lowest bidder, for an amount not to exceed \$25,000; now, therefore, be it

**RESOLVED**, that the Chair of the Board is hereby authorized to execute an agreement with Billi O's, Inc. d/b/a Distinctive Catering of Saratoga Springs, New York for the provision of food and beverage services at the 2024 Planning and Zoning Conference, such services not to exceed \$25,000; and it is further

**RESOLVED**, that the form and content of such agreement shall be subject to the approval of the County Attorney; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are included in the Department Budget.

October 17, 2023 Regular Meeting

Motion to Adopt: Supervisor(s)

Second: Supervisor(s)

AYES:

NOES:

ABSENT:



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Department of Planning & Economic Development

**DATE:** 9.25.23

**COMMITTEE:** Economic Development

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize a Contract with Pictometry International Corp. AKA EagleView Technologies Inc to Provide Aerial Imagery Services

3. Specific Details on what the resolution will authorize:

Resolution with authorize a three year contract for imagery services. Flight will occur in Fall of 2023, last flight occurred in 2019.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted

4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted **No**

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.80.000-8190 (other professional services)
- b. Budget year impacted 2024, 2025, 2026
- c. Details  
Three year contract.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation **Sole Source**

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

Pictometry International Corp, dba EagleView, 25 Methodist Hill Drive, Rochester, NY 14623

e. Is the vendor/contractor an LLC, PLLC, or partnership: **Corporation**

f. State of vendor/contractor organization: **New York**

g. Commencement date of contract term: **ASAP**

h. Termination of contract date: **Three year**

i. Contract renewal date and term: **None**

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Current contract exists for this service via Resolution 294-2019, new contract will improve image resolution and provide improved delivery platform for imagery.

Human Resources Consulted  
N/A

Purchasing Office Consulted  
Yes

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:

See attached memo



# DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT

JASON KEMPER, DIRECTOR

518.884.4705

SARATOGACOUNTYNY.GOV

50 WEST HIGH ST, BALLSTON SPA, NY 12020

## MEMORANDUM

**TO:** John Warmt, Director of Purchasing  
**FROM:** Jason Kemper, Director  
**RE:** Sole Source Vendor – Eagleview/Pictometry  
**DATE:** September 13, 2023

1. The unique benefits to the County of the product or service as compared to other products or services available in the marketplace.
  - a. 16 years. Saratoga County first contracted with Pictometry/Eagleview in
  - b. Ability to measure oblique images with high accuracy, this is essential for real property assessment purposes as well as a variety of other users.
  - c. Pictometry/Eagleview offers a DRP Disaster Recovery Program. The company provides free high-resolution flights in the event of a natural disaster.
  - d. Eagleview utilizes an easy-to-use web viewer to display and analyze the imagery. This product will be improved with the proposed contract.
2. That no other product or service provides substantially equivalent or similar benefits
  - a. There is no other product or service available to Saratoga County that provide equivalent or similar benefits as the Eagleview product.
  - b. Below of is a list of patents owned by Eagleview related to image analysis.
  - c. Determine from an oblique image distance along the surface of the earth following the terrain instead of a straight line that ignores changing terrain (US Patent 7,995,799);
  - d. Use tessellated ground plane data with an oblique image to produce greater accuracy when converting from pixels to geo-locations and when making linear and area measurements (US Patent 7,787,659);
  - e. Use Pictometry's proprietary file structure for oblique images (US Patents 7,787,659 and 8,068,643);
  - f. Select a measurement mode (including distance, height, relative elevation) from a list of tools while viewing an oblique image and using the associated metadata and ground plane information for the oblique image to obtain the corresponding measurements directly from the imagery (US Patent 8,068,643);
  - g. Use a geographic location, whether manually input or from an address lookup, to search a database of oblique images, each with metadata and ground plane data, in order to retrieve the image that contains that location and display it for analysis (US Patent 8,204,341);

September 13, 2023

- h. Calculate a desired measurement in a displayed oblique image by referencing positional data for the oblique image and a pre-calculated or created ground plane having elevation data conforming to the topography of an area within the oblique image (US Patents 8,204,341; 9,811,922; and 10,607,357);
    - i. Calculate multiple elevations of a tessellated ground plane for an oblique image using positional data and data indicative of topography represented by the oblique image such that the elevations of the tessellated ground plane conform to the topography of the oblique image (US Patent 8,204,341);
    - j. Measure distance, height, area and relative elevation dependent upon ground plane data that closely approximates the terrain within an oblique image (US Patents 8,223,666 and 8,634,594);
    - k. Extract area measurements of vertical or pitched surfaces using an oblique image, its associated camera information and ground plane information (US Patent 8,223,666);
    - l. Pan through an oblique library by detecting the border of the current image and automatically selecting the oblique image that best matches the current camera orientation and scale while extending farther in the direction the user is panning. (US Patents 8,593,518; 8,643,720; and 9,530,181);
    - m. Transmit post-disaster imagery to the ground from an airplane in real-time through a high-speed directional communications link that is synced with a "non-line of sight communication system" such as a satellite telephone (US Patents 8,477,190; 9,723,269; and 9,743,046);
    - n. Use a capture system that acquires the geo-location of a camera during image acquisition, and controls multiple cameras separately (US Patent 9,182,657);
    - o. Measure between at least two selected points on a man-made structure, such as a building, using an intermediate selection of points or a summation of at least two line segments (US Patent 9,443,305); Securely process images of sensitive geographic regions (US Patents 9,881,163 and 10,311,328); and Ensure full coverage of acceptable images without costly reflights or delays (US Patents 8,385,672; 8,515,198; 9,262,818; 9,633,425; 9,959,609; 10,198,803; and 10,679,331).
3. That considering the benefits received, the cost of the product or service is reasonable in comparison to other products or services in the marketplace
  - a. Yes, the quoted price is well below market price ( approximately 27k with Eagleview's discount). The quoted price is the same as the current existing contract with Eagleview/Pictometry. However, the new proposal has significantly increased imagery resolution as well as a much-improved delivery platform.
4. That there is no possibility of competition from competing dealers or distributors.
  - a. Eagleview's closest competitor is NearMap. NearMap does not offer a comparable service. In addition, no competitor offers the ability to perform data imagery analysis competitive project price or tools to analyze the data (images) extensively as Eagleview does.





CUSTOMER NAME: Saratoga County, NY; Attn: Troy Hilts, GIS Technician  
CUSTOMER ADDRESS: 50 West High Street, Ballston Spa, NY 12020  
CUSTOMER PHONE: (518) 884-4705  
CUSTOMER E-MAIL: thilts@saratogacountyny.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, decompress, 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. 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 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

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

**ORDER FORM**

EFFECTIVE DATE (MONTH/DAY/YEAR): \_\_\_\_\_

TERM (DURATION): Three years

ORDER #
LC-10003256

BILL TO
Saratoga County, NY
Attn: Troy Hilts, GIS Technician
50 West High Street
Ballston Spa, NY 12020
(518) 884-4705
thilts@saratogacountyny.gov

SHIP TO
Saratoga County, NY
Attn: Troy Hilts, GIS Technician
50 West High Street
Ballston Spa, NY 12020
(518) 884-4705
thilts@saratogacountyny.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A1205756	John Gannon	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
932	EagleView Cloud – Imagery GSD: 6in Refresh Frequency: 3-Year Refresh	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.
377	EagleView Cloud – Imagery GSD: 2in Refresh Frequency: 3-Year Refresh	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.
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 compliment 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	\$74,465.99
Due at First Anniversary of Initial Activation of Services	\$74,465.99
Due at Second Anniversary of Initial Activation of Services	\$74,465.99

**Non-appropriation of Funds:** Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source one hundred and twenty (120) days prior to commencement of a subsequent refresh;
- b. This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and
- c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall



immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

## **PRODUCT PARAMETERS**

### **Disaster Response Program (“DRP”)**

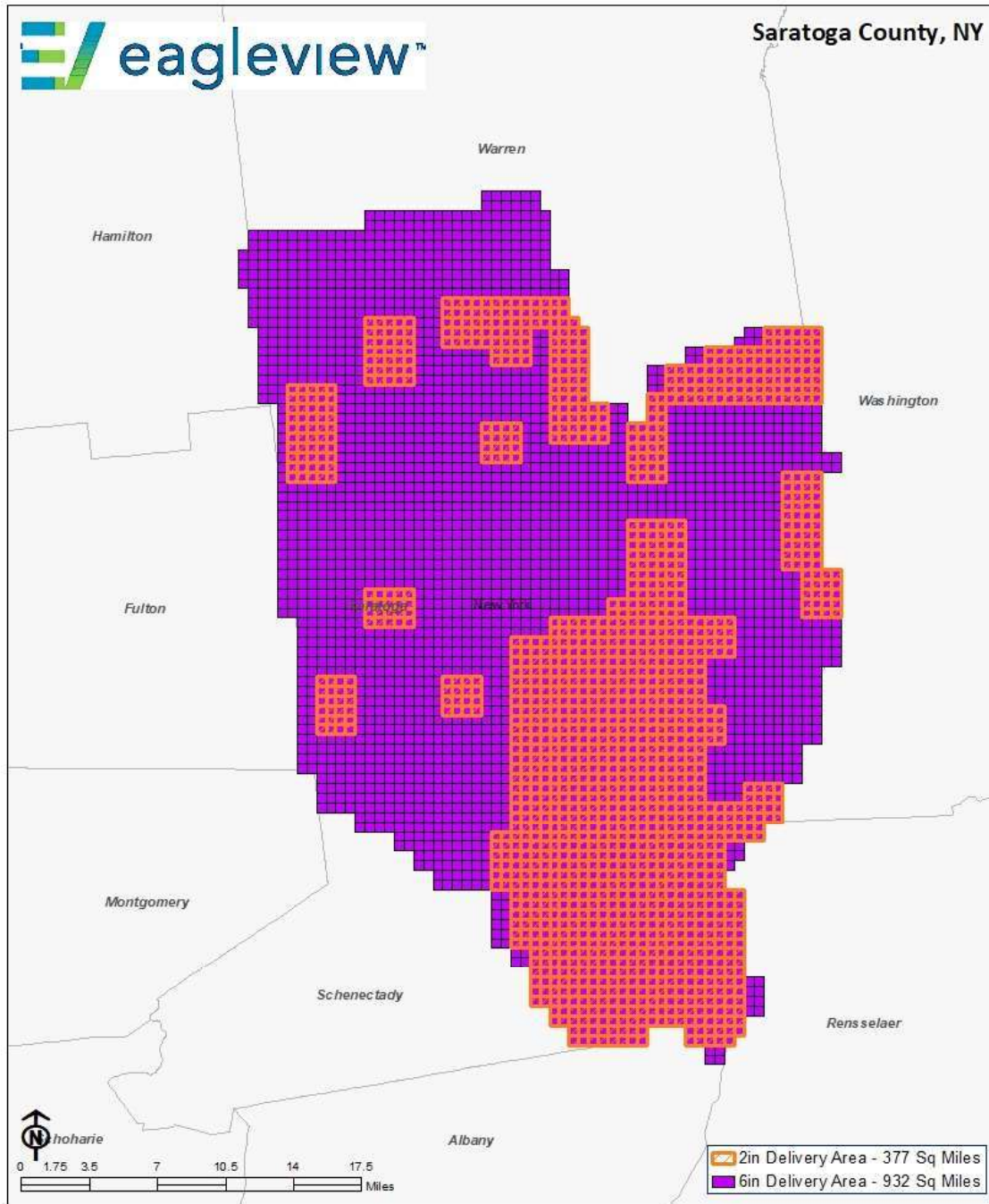
Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

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: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT B

### SECURITY

#### 1. Definitions.

- 1.1 **"Controls Report"** means an AICPA AT Section 101 SOC 2 Type 2 or comparable report, in each case appropriately scoped to the services provided, that will at a minimum focus on ensuring and testing the existence of controls related to the confidentiality, integrity, availability, security, and privacy of Customer Confidential Information.
- 1.2 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.3 **"Highly Sensitive Information"** means an individual's first and last name or first initial and last name in combination with (a) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (c) biometric, genetic, health, medical, medical insurance, or precise location data.
- 1.4 **"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.
- 1.5 **"Subcontractor"** means a subcontractor of EagleView.

#### 2 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 At least annually, EagleView will conduct an assessment of the information technology and information security controls for all facilities used in complying with its obligations under this Exhibit, will prepare a Controls Report that includes the results of such assessment, and, upon request, will provide a current Controls Report to Customer.
- 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 Controls Report for such data center. Any new or newly configured data center will be at least as secure as it was prior to the changes and, if requested by Customer, EagleView will cooperate with Customer to perform a security assessment of such changes.
- 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 Customer's prior written consent, 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 Highly Sensitive Information as defined in Sections 1.3 (a) and (b), encrypt such information using persistent encryption that is applied to such Highly Sensitive Information and maintains its protection throughout the lifecycle of such Highly Sensitive Information. Use encryption keys unique to Customer and use encryption and key management techniques that comply with security industry standards published by the National Institute of Standards and Technology (“NIST”).
- 3.4 Where practicable, store Customer Confidential Information on a separate server, virtual server image, tenant, separate database instance, or, if applicable, comparable cloud storage.
- 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 NIST.
- 3.7 Conduct a security risk assessment based upon an industry standard security framework of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues promptly.

Failure to comply with this Section 3 within 20 business days after notice of breach will constitute a material breach of this Agreement.

4. **Secure Application Development.** When EagleView makes a material enhancement or major release to any application used in connection with the services provided under this Agreement, EagleView will:
  - 4.1 Conduct an application security assessment prior to placing such application into production. Application vulnerabilities, such as those referenced in OWASP Top 10, must be evaluated by a qualified employee or contractor to determine exploitability. EagleView will not place into production any applications that have vulnerabilities that are defined as Critical Issues.
  - 4.2 Upon request, provide application source code that has been specifically developed as a deliverable for the sole benefit of Customer or, alternatively, provide process documentation that supports review of such code.
  - 4.3 Not use Customer Confidential Information for any testing, unless Customer has given its prior written consent and such test use is subject to the same security policies and procedures as implemented in the production environment.
  - 4.4 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, Customer will be permitted to conduct a penetration test at Customer’s expense on a EagleView replicated, non-production testing site that includes all production security controls, 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, availability, security, or privacy of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
  - 5.2 Protect against anticipated threats or hazards to the confidentiality, integrity, availability, security, or privacy of such Customer Confidential Information;
  - 5.3 Protect against unauthorized access to or use of such Customer Confidential Information; and
  - 5.4 Ensure the secure disposal of such Customer Confidential Information by shredding, erasing, or otherwise modifying the data to make it unreadable, undecipherable, and unrecoverable by any means consistent with the data destruction practices recommended by NIST.



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 ISO, ITIL, and/or NIST), 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. **Vulnerability Management.** EagleView will:
  - 6.1 Maintain an asset management process covering hardware and software.
  - 6.2 Maintain a patch management procedure that deploys security patches for systems used to access or process Customer Confidential Information that includes a defined timeframe to implement all patches based on a risk assessment (not to exceed thirty (30) days for patches rated critical or forty-five (45) days for patches rated high).
  - 6.3 Maintain a malware management process in accordance with industry standards for EagleView's entire infrastructure.
  - 6.4 Document and follow a formal change management/change control process that covers both systems and infrastructure and application programs to ensure only authorized changes are implemented.
  - 6.5 Engage a third-party vendor to perform an annual network-level penetration test that includes the following environments as applicable: production, non-production, multi-tenant, and shared services. The third-party vendor must follow industry best practices and be certified to conduct penetration testing. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly but in any event within 30 days. Upon completion of such test, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all critical/high issues were addressed.
  - 6.6 Conduct bi-annual vulnerability assessments to identify publicly known security vulnerabilities.
7. **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.
8. **Security Incident Process.** EagleView will notify Customer of any Security Incident within 48 hours of confirming that a Security Incident has occurred. EagleView will continue to notify Customer daily until Customer acknowledges receipt of such notification, which Customer agrees to do promptly upon receipt. Promptly following any such notice, the parties will coordinate to investigate the Security Incident. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.
  - 8.1 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee and a backup who each will be available to Customer 24 hours per day, 7 days per week as a contact regarding obligations under this Section; and (b) assisting with any investigation of the nature or cause of such Security Incident.
  - 8.2 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.
  - 8.3 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) server logs are maintained; (b) all Security Incidents are appropriately logged; (c) all information associated with a Security Incident and all server access and audit logs are retained for at least 3 years; and (d) all such logs and information are appropriately protected to ensure the integrity of such logs and information.
9. **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.

- 10. 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 CCTV, cardkey access, process to log and monitor visitors. Surveillance records will be maintained for at least 30 days or, if Highly Sensitive Information is accessed or stored by EagleView, 3 months.
- 11. Record Retention and Return.** EagleView will retain Customer Confidential Information only as long as EagleView is required to by applicable law. Customer may request earlier destruction of all or a portion of such Customer Confidential Information. If Customer so requests, then EagleView will promptly destroy or arrange for the destruction of any and all retained copies of such Customer Confidential Information in EagleView's or any Subcontractor's possession or control by shredding, erasing, or otherwise modifying such Customer Confidential Information to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST and will certify in writing that the foregoing has been completed. Except as may be required by applicable law, the requirement to destroy Customer Confidential Information will not apply to Customer Confidential Information that has been, stored for backup or archiving purposes, but EagleView will continue to comply with the provisions of this Agreement regarding such Customer Confidential Information.



**GSA FEDERAL SUPPLY SCHEDULE CONTRACT NUMBER GS-35F-0801N (“SCHEDULE”)**

**AMENDMENT TO AGREEMENT DATED JANUARY 27, 2020 BETWEEN  
**PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND  
 SARATOGA COUNTY, NY (“CUSTOMER”)****

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this “Amendment”) is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated January 27, 2020 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the “Agreement”). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.
2. **MODIFICATIONS TO AGREEMENT:**  
 As of the Effective Date of this Amendment, the parties mutually agree to terminate their obligations with respect to the Second Project set forth in this Agreement without any liability of either party to the other with respect to such termination. Each party fully and forever releases the other of and from any and all claims and causes of action, demands, duties, obligations, agreements, promises, liabilities, damages, costs and/or fees, whether known or unknown, suspected or unsuspected, arising out of or relating to the Second Project set forth in this Agreement.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<b>CUSTOMER NOTICE ADDRESS</b>
50 West High Street
Ballston Spa, NY 12020
Attn: Troy Hiltz, GIS Technician
Phone: (518) 884-4705

<b>PICTOMETRY NOTICE ADDRESS</b>
25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
Phone: (585) 486-0093      Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
<b>SARATOGA COUNTY, NY</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>



Budget Proposal

Proposal For: Saratoga County, NY  
Project Name: Saratoga County, NY (6 and 2-inch GSD)  
Initial Term: 3 Years

EagleView Rep: John Gannon  
Phone: 607-742-8159  
Email: [John.Gannon@eagleview.com](mailto:John.Gannon@eagleview.com)

Quote Date: 9/25/2023  
Expiration Date: 1/23/2024

QTY	PRODUCT NAME	SALES PRICE
932	EagleView Cloud - Imagery GSD: 6in Refresh Frequency: 3-Year Refresh	
377	EagleView Cloud - Imagery GSD: 2in Refresh Frequency: 3-Year Refresh	
1	EagleView Cloud - Physical Delivery - Ortho	
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	
1	EagleView Cloud - Software	
1	EagleView Cloud - Comprehensive Integration Bundle	
1	EagleView Cloud - Authorized Subdivisions	
1	EagleView Cloud - Early Access	
	EagleView Cloud - Disaster Response Program	
1	EagleView Cloud - FutureView Advanced Training (Full)	
6	EagleView Cloud - Years Capture History	
<b>Total Annual Price</b>		<b>\$74,465.99</b>



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Department of Planning & Economic Development

**DATE:** 9.26.23

**COMMITTEE:** Economic Development

1. Is a Resolution Required:

No, Discussion Only

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted No

4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted **NO**

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
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Expense

Account Number	Account Name	Amount
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Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO
- a. Source of grant funding:
  - b. Agency granting funds:
  - c. Amount of grant:
  - d. Purpose grant will be used for:
  - e. Equipment and/or services being purchased with the grant:
  - f. Time period grant covers:
  - g. Amount of county matching funds:
  - h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:

See attached memo for summary of updates.