

**OCCUPANCY TAX COMMITTEE**

**DATE: February 3, 2015**

**AGENDA**

**Committee Supervisors:**

**William H. Kenny, Chairman**

**Eugene J. Merlino**

**Ronald F. Conover**

**Dennis L. Dickinson**

**Edna Frasier**

**Matthew J. Simpson**

**John F. Strough**

- I. Committee meeting called to order by Chairman.**
- II. Motion to approve minutes of meeting held on December 9, 2014**
- III. Report on Revenues from the County Treasurer.**
- IV. Action Agenda:**
  - Reconsider application for Destinations of New York's Warren County FAM Tour – \$5000 from Discretionary Fund**
  - Committee to review draft agreement with the Adirondack Civic Center Coalition, Inc.**
  - Referral from Park Operations & Management Committee- requesting consideration of a plan to oversee operations of Charles R. Wood Park and establish a budget for same.**
  - Discussion to continue regarding funding for the installation of fencing around the Festival Space at Charles R. Wood Park**
- V. Old Business/Pending items: none**
- VI. New Business : if any**
- VII. Adjourn**

**WARREN COUNTY TOURIST AND CONVENTION DEVELOPMENT  
AGREEMENT**

THIS AGREEMENT made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (the "COUNTY"), and ADIRONDACK CIVIC CENTER COALITION, INC., a New York State Not-for-Profit Coproration formed under the laws of the State of New York, having its principal office and place of business located at 136 Glen Street, Suite 3, Glens Falls, New York 12801, (hereinafter called the "COALITION").

**RECITALS**

A. The Coalition has entered into a five (5) year lease and purchase option agreement ("option agreement") with the City of Glens Falls dated \_\_\_\_\_, relative to the Glens Falls Civic Center ("Civic Center") located in the City of Glens Falls, Warren County, New York, whereby during the term of the option agreement the Coalition will lease and operate the Civic Center. A copy of said agreement between the Coalition and the City of Glens Falls is annexed hereto and incorporated herein as Schedule "A".

B. The five (5) year term of the option agreement commenced on December 30, 2014 and terminates at such time as the COALITION purchases the Civic Center or on December 30, 2019, whichever occurs first.

C. During calendar year 2015, the Coalition intends to promote and to hold events at the Civic Center, including the events listed on Schedule "B" annexed hereto and incorporated herein ("EVENTS" or "EVENT"). To the extent the EVENTS remain viable and are available for 2016 and 2017, the COALITION intends to promote and hold those same EVENTS at the Civic Center in years 2016 and 2017 respectively.

D. The COUNTY has established a tourist and convention development program whereby the COUNTY provides funding for certain qualifying conventions, events, trade shows and other directly related and supporting activities.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS AND COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:**

**1. EVENTS**

The Coalition represents and agrees that it shall hold the EVENTS listed in Schedule "B" at the Civic Center during the calendar year 2015 and, other qualifying EVENTS to the extent such EVENTS remain viable and available in years 2016 and 2017, the COALITION shall promote and hold those same EVENTS in years 2016 and 2017 respectively. Qualifying EVENTS shall mean those EVENTS listed in Schedule "B" and similar EVENTS that are reasonably expected to create hotel occupancy monies but shall not include Global Spectrum or any other entity to promote the Adirondack Flames games or sporting events, the American Hockey League or any other

professional Hockey League or team.

2. ARRANGEMENTS FOR EVENTS - Beginning upon execution of this Agreement, and, thereafter in each quarter of 2015, and in each quarter of any additional year under this Agreement, the COALITION shall provide to the County in writing the following information about each EVENT that will occur in the upcoming quarter for which the COALITION intends to use the COUNTY funding to offset expenses under this Agreement:

- A. All licenses, and/or contracts executed with EVENT sponsors;
- B. Infrastructure that is necessary and will be arranged for to support the EVENT;
- C. Other governmental or non-profit group funding commitments);
- D. All funding that has been obtained from the businesses, persons or governmental or non-profit agencies listed to support the EVENT;
- E. The projected number of attendees for the EVENT;
- F. The number of hotel, motel, inn, bed and breakfast or other overnight accommodations for the EVENT and the length of stay anticipated (in nights) for the EVENT;
- G. The marketing and advertising planned to occur in the following markets and areas (specify local, regional, state, national etc);
- H. The total cost to be borne by Coalition for the EVENTS; and
- I. The total amount that Coalition has calculated that needs to be raised to fund the EVENTS not currently available or expected to not be available.

3. PROMOTIONAL AND MARKETING CONSIDERATION FOR COUNTY

A. The Coalition shall use the Warren County Tourism Logo with website provided by the Tourism Department in all promotional and marketing distributed for each of the EVENTS where application of funding or reimbursement is requested. The use and placement of the logo shall be first approved by the Tourism Department. Any advertising, promoting and marketing for any EVENT must include the Warren County Tourism logo with website to be reimbursed. Radio and Television advertising must mention Warren County as Coalition and/or show Warren County Tourism logo on TV advertisement.

B. When the Coalition utilizes the Warren County Tourism Logo online, a hyperlink must be created to link to the URL [www.visitlakegeorge.com](http://www.visitlakegeorge.com).

C. If the COALITION intends to issue or use a primary program, directory, magazine or other publication for any EVENT, the COALITION shall provide, at no cost to the COUNTY, up to one (1) full page of advertising as shall be required by the County Tourism Department for County promotion and/or advertising in the primary program, directory, magazine or other publication.

4. PERFORMANCE REPORTING

A. For each year of this Agreement, the Coalition shall file quarterly performance reports with the Warren County Occupancy Tax Committee pursuant to the following schedule:

1. April 15
2. July 15
3. October 15
4. January 15

All quarterly performance reports shall include an estimate of the number of attendees for each EVENT with a listing of the number of people from each zip code. To collect the information required hereunder, the Coalition shall arrange for at least one person at each entrance of the Civic Center and employ reasonable efforts to collect zip code of EVENT attendees. The Coalition shall also collect information substantiating the number of hotel rooms used by EVENT attendees for each EVENT through surveys of local hotels or similar methods.

B. The Coalition or its authorized representative(s) shall attend the monthly or regular meetings of the Warren County Occupancy Tax Committee and each quarter shall provide a written status report to the COUNTY.

5. COUNTY FUNDING

During 2015 and in accordance with the provisions of this paragraph and in consideration of the following:

- A. the marketing and promotional opportunities provided by the COALITION;
- B. the information concerning arrangement for the EVENTS as required by Paragraph 2 hereof;
- C. the benefit to be derived by the communities, businesses and residents of Warren County by virtue of this Agreement;
- D. the terms of this Agreement;
- E. providing an incentive to the Coalition to hold the EVENTS in the Civic Center;

- F. The performance reporting as required by Paragraph 4 hereof; and
- G. The option agreement remaining in effect or the COALITION having purchased the Civic Center;

the COUNTY shall pay the sum of \$250,000 to the Coalition to offset or reimburse expenses for the EVENTS. Such sum shall be proportionately paid in advance on a quarterly basis with the 2015 first quarterly payment paid ten (10) days after execution of this Agreement and all subsequent payments made on the 15<sup>th</sup> day of the first month of each quarter thereafter with the exact sum payable to be determined by the total amount that the Coalition has calculated that needs to be raised to fund the marketing and promotion for each EVENT in the succeeding quarter that is currently not available or expected to be available as specified in 2.G. herein above. The sum payable for subsequent quarters shall be determined and paid in the same manner except that the Coalition shall also provide the following information for the prior quarter when requesting the sum payable in the second, third and fourth quarters:

- (i) Submit paid receipts for each promotional item purchased by the Coalition for each EVENT. In no event shall the monies advanced exceed the amount allocated by the County.
- (ii) proof (copies of ads, invoices etc- not paid receipts or canceled checks) that the marketing and promotional opportunities were furnished to the COUNTY as required under this Agreement other than those previously submitted and paid;
- (iii) the performance reporting as required by Paragraph 4 hereof; and
- (iv) the information and/or documents required by paragraph 2 hereof for upcoming EVENTS.

In order to qualify for offset or reimbursement, an expense must be in accord with the criteria of the Warren County Occupancy Tax spending guidelines, a copy of which is annexed hereto and incorporated herein as Schedule "C".

Any funding provided by the County under this Agreement that has not been spent or allocated for expenditure by the COUNTY for EVENTS during the calendar year shall be returned to the County no later than January 15<sup>th</sup> of the following year.

## 7. COUNTY LIMITATION OF RESPONSIBILITY

A. The COALITION acknowledges and agrees that the COUNTY, other than providing the funding herein above described, does not make any representations concerning: the adequacy, availability or suitability of the area, hotels, restaurants, attractions, entertainment venues, recreational opportunities, environment, roads, utilities, weather or any other matter of any kind or nature with regard to COALITION's EVENTS. It is understood and agreed that these are matters that COALITION must undertake to examine and determine whether such is suitable,

adequate, available or otherwise acceptable to SPONSOR. COALITION acknowledges that by execution of this Agreement that it has made or has through the use of third party contractors have made such study, review, inspections and/or inquiries as it deemed necessary and is satisfied with regard to these issues.

B. Notwithstanding anything in this Agreement to the contrary, it is the intention of the parties hereto to extend this Agreement for two (2) additional one (1) year consecutive terms, 2016 and 2017 respectively under the same terms and conditions without further Agreement or amendment hereto, and to provide the same funding (\$250,000) for 2016 and 2017 respectively for the same purposes as set forth in this Agreement provided all terms and conditions of Paragraph 13 are satisfied.

C. Any and all other costs associated with the EVENT or SPONSOR's members in attending the EVENT shall, accordingly, be the responsibility of COALITION and/or its members. The COUNTY shall not be responsible for the payment of any and all consultant, broker or other services that may have been requested and agreed to by the SPONSOR.

D. Nothing contained herein shall be deemed to change or limit the COUNTY's governmental responsibilities or obligations that are furnished to the general public.

E. The provisions of this Agreement shall not be construed to create a joint venture or partnership between the parties.

## 8. COALITION OBLIGATIONS

A. The COALITION shall be responsible for the payment of any and all consultant, broker or other services that may have been requested and agreed to by the COALITION in connection with the selection of the Civic Center as the site for the EVENT(S).

B. The COALITION shall coordinate the issuance of all licenses and permits required and ensure that all applicable licenses and permits and insurance certificates have been issued and acquired. The COALITION shall further ensure that all licenses or permittees have obtained required insurance coverage and submitted proof of such coverage at least ninety (90) days prior to the EVENTS to occur in the quarter for which advanced funding is received. The COALITION shall have the obligation of compliance with Federal, State and Local Laws in connection with the EVENTS and activities occurring in connection therewith.

C. In the event the COALITION or any guest or member of the public shall cause any damage to municipal property, the COALITION shall at its own expense and cost repair the premises and restore to the same condition as existed prior to the damage. Such repair and restoration shall be subject to approval and direction of the COUNTY or if applicable, such other governmental body or agency with control or ownership of the infrastructure so damaged.

D. All garbage, refuse and debris resulting from the EVENTS and other activities authorized by the COALITION shall be removed and properly disposed of by COALITION or the Vendors or Sponsors of the other activities.

E. The COALITION shall supply any necessary employees, workers and agents as may be necessary to support EVENTS and activities in connection therewith.

F. Any and all services, facilities, infrastructures and other costs associated with the EVENTS or Sponsor's members in attending the EVENTS shall be the responsibility of COALITION and/or its members.

G. If applicable, the COALITION shall submit to any other municipality or municipalities (Town, Village or City) a request for reimbursement of costs associated with any EVENT funded under this Agreement. (*Note*: that you may not submit the same receipts to the County and another municipality for reimbursement.) Documentation shall be provided upon request.

H. Upon request of the COUNTY, the COALITION shall provide an EVENT end product or copy thereof, to the County at the time of request for payment in paragraph 5. hereof. Reasonable compliance with the terms and conditions of this paragraph is acceptable.

9. RULES/REGULATIONS

COALITION acknowledges and agrees that it will abide by and advise its members to abide by applicable local laws, rules and/or regulations of any local municipality or property owner with jurisdiction where the EVENTS are held.

10. DEFEND, INDEMNIFY AND HOLD HARMLESS

The COALITION and all participating organizations authorized or organized by COALITION shall defend, indemnify and hold the COUNTY harmless from and against any and all liability, damage, causes of action, claims, suits, penalties or judgments arising from injury to persons or property or from loss of life or property sustained by anyone whatsoever arising as a result of the EVENT activities of COALITION or the EVENTS activities of Third party vendors, clubs or invitees of COALITION or authorized by COALITION which shall occur by reason of the negligent acts or wrongful acts, errors, omissions, negligence, incompetence, malfeasance and misfeasance of the COALITION and/or its authorized third party vendors, clubs or invitees .

11. INSURANCE

The COALITION shall, during the term of this Agreement, provide and maintain or cause to be provided and maintained a comprehensive general liability EVENT insurance naming the COUNTY as additional insured in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for personal injury/ \$2,000,000 aggregate, death or property damage arising out of the EVENTS or EVENTS activities or COALITION acts or omissions. The COALITION shall further require all participating organizations, clubs, and other entities to likewise provide insurance coverage naming COALITION and the COUNTY as additional insureds. The failure of the COUNTY or its Boards, officers and/or employees to object to the contents of any certificate of insurance or absence of the same shall not be deemed a waiver of any and all rights held by the COUNTY. Concessions selling alcoholic beverages shall provide an insurance policy specifically including coverage for liquor law liability in an amount of not less than Five Hundred Thousand Dollars (\$500,000). Said certificate of insurance for liquor law liability shall be required

only in the event that liquor is to be sold or otherwise dispensed during the EVENTS. Certificates and/or other evidence of such insurance, as may be required by the COUNTY, shall be delivered to the County Attorney's Office ninety (90) days prior to the commencement of the EVENT, except that certificates and/or other evidence of insurance for third-party vendors or concession shall be delivered to the County Attorney three (3) days prior to the commencement of the EVENT.

All insurance policies issued hereunder shall name the COUNTY as an additional insured under such policy as its interest may appear, be an insurance policy from an A.M. Best rated secured New York State licensed insurer and contain not less than a ten (10) day notice of cancellation clause.

The COALITION shall secure compensation insurance and disability insurance for the benefit of such employees engaged under this Agreement as are by law required to be insured by COALITION under the provisions of the Workers' Compensation Law and New York State Disability Law. Proof of compensation and disability insurance shall be in the form(s) approved by the Workers' Compensation Board.

12. CANCELLATION OF EVENT - FORCE MAJEURE

The performance of this Agreement is subject to acts of God, war, civil disorder, government regulation, disaster (including, but not limited to, fire, flood, severe weather and earthquake), strikes or work stoppages, labor disputes or threat thereof, terrorism or threat of terrorism: curtailment of transportation facilities which prevent or unreasonably delay at least 40% of the meeting attendees or any other situation making it commercially inadvisable, illegal, or impossible to provide the facilities or hold the EVENT. For the reasons aforesaid the COALITION may, upon such written notice as is practical, cancel the holding of the EVENT for the year when the reason arises which affects the holding of the EVENT as scheduled. In no event will the COUNTY be liable for any costs or other losses sustained by the COALITION for a cancellation of the EVENT the reasons set forth herein. The mere lack of or adequacy of hotels, restaurants, or like facilities shall not be a basis upon which COALITION may exercise this cancellation clause. In the event that COALITION cancels the EVENT for the reasons allowed under this paragraph, the COUNTY shall pay up to fifty percent (50%) of the amount payable under paragraph 5 of this Agreement provided that COALITION has provided all documentation required under said paragraph 5.

13. TERM OF AGREEMENT

This Agreement shall be extended without further agreement or amendment upon the same terms and conditions for two (2) additional consecutive one (1) year terms, meaning 2016 and 2017 respectively, provided the following conditions are met for each year:

A. The option agreement remains in effect or the COALITION has purchased the Civic Center under the terms of the option agreement.

B. The COALITION is in compliance with all terms and conditions of this Agreement.

C. That through the COUNTY's annual budget process the COUNTY

has made available the sum of \$250,000 for the performance of the terms hereof. It is expressly agreed and understood that no liability on account thereof shall be incurred by the COUNTY beyond moneys available to or appropriated by the COUNTY in the annual budget for each respective year the Agreement is extended.

14. TERMINATION

This Agreement shall automatically terminate without any further obligation of the COUNTY in the event the option agreement is terminated during any year of this Agreement or if the COALITION has not purchased the Civic Center prior to such option agreement having been terminated. In addition, the COUNTY may elect not to extend this Agreement for an additional year if the COUNTY determines that the COALITION is in non-compliance with any term or condition of this Agreement. In such event, the COUNTY shall give notice of such intention not to extend on or before November 1, of the year preceding the next agreement year. The COALITION shall have the option to appear before the Warren County Occupancy Tax Committee before this Agreement shall terminate and explain why the COUNTY's determination that the COALITION is in non-compliance is erroneous and request that the agreement be extended for an additional year. Notwithstanding anything to the contrary, the COALITION may terminate this Agreement upon thirty (30) days written notice to the COUNTY. Upon termination of this Agreement for any reason hereunder, the COALITION shall account for and return to the COUNTY all unexpended funds paid by the COUNTY to COALITION as of the date of termination.

15. NON-DISCRIMINATION REQUIREMENTS:

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the COALITION will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in the accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, the COALITION agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 230 thereof, the COALITION agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Agreement. The COALITION is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

16. NO THIRD PARTY BENEFIT

No person or entity other than the parties to this Agreement shall be entitled

to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto.

17. AUTHORITY TO BIND

COALITION represents that it has followed organizational procedures necessary and has the requisite authority to bind COALITION to this Agreement.

18. GUARANTEE OF PERFORMANCE

The COALITION by the execution of this Agreement, guarantees complete performance of the terms and conditions of this Agreement. With respect to the COALITION, it is agreed by the parties that its officers, members, employees, agents and directors shall have no personal liability under this Agreement. Nothing contained herein shall be deemed to release the COALITION from liability arising as a result of this Agreement, or liability of any officer, member, employee, agent or director by reason of their own intentional or negligent act or omission.

19. ENTIRE AGREEMENT/AMENDMENT OR ALTERATION

The terms of this Agreement constitute the entire agreement between the parties and neither party shall be bound by oral representations not contained apart hereof. This Agreement shall not be altered, amended or changed except by written agreement signed and executed by the parties through their authorized officers.

20. GOVERNING LAW

This Agreement shall be governed by the Laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

21. NON-APPROPRIATION CLAUSE

In the event that this Agreement should be for a term beyond the current fiscal year, it is understood by and between the parties hereto that this Agreement shall be deemed executory for such period and the COUNTY shall have no liability on account of this Agreement beyond funds appropriated and made available for the contract in each fiscal year.

22. NON-ASSIGNMENT

The COALITION agrees not to assign, transfer, sublet or otherwise dispose of this Agreement or any party thereof, or of any of its right, title or interest therein, or its power to execute this Agreement without the prior written consent of the Warren County Board of Supervisors.

23. CAPTIONS

The captions used in this Agreement are for reference purposes only and shall not be deemed a term or condition of the Agreement.

24. NOTICES

Any notice, demand, request or other communication required or permitted by this Agreement, to be given by either party to the other, may be either personally delivered or sent by certified mail, properly addressed and prepaid, or by Federal Express or other nationally recognized overnight delivery service providing for receipt against delivery to the addresses of the parties set forth below:

If to the COUNTY:

Leisa Grant, Principal Account Clerk  
Tourism Department  
Warren County Municipal Center  
1340 State Route 9  
Lake George, New York 12845

If to SPONSOR:

with a copy  
(which shall not constitute notice) to:

Warren County Attorney  
Warren County Municipal Center  
1340 State Route 9  
Lake George, New York 12845  
Attention: Martin D. Auffredou, Esquire

or to such other person as shall be designated in writing by any such party or person; and such notice or communication shall be deemed to have been given as of the date so delivered in person, three days after the date so mailed and the next business day after deposit with such overnight delivery service; provided, however, that all notices of any change of address shall be effective only upon actual receipt thereof.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

COUNTY OF WARREN

\_\_\_\_\_  
Warren County Attorney

By \_\_\_\_\_  
KEVIN B. GERAGHTY, CHAIRMAN  
Board of Supervisors

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

ADIRONDACK CIVIC CENTER COALITION, INC.

By \_\_\_\_\_

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



# **SCHEDULE “A”**

## LEASE AND PURCHASE OPTION AGREEMENT

**AGREEMENT** made this \_\_\_ day of December, 2014 by and between The City of Glens Falls, a Municipal Corporation having its principal office located at 42 Ridge Street, Glens Falls, New York 12801 (hereinafter “Lessor”), and the Adirondack Civic Center Coalition, Inc., a New York Charitable Not for Profit Corporation having a principal place of business located at 136 Glen Street, Suite 3, Glens Falls, New York 12801 (hereinafter “Lessee”).

### **RECITALS:**

A. Lessor is the owner of a certain parcel of real estate commonly known as the Glens Falls Civic Center which consists of approximately 3.5 acres of real property, with improvements thereon, located in the City of Glens Falls, County of Warren, State of New York.

B. Lessor desires to lease and/or sell the Civic Center to a third party and advertised for, and received, sealed bids for the lease and/or sale of the Civic Center.

C. Lessee was the successful bidder under the terms of the sealed bid protocols to lease with an option to purchase the Civic Center and operate same as a regional events center.

D. Lessor desires to lease and sell to Lessee, and the Lessee desires to lease with an option to purchase from Lessor, the Civic Center on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

### **ARTICLE I** **AGREEMENT TO LEASE AND PURCHASE REAL PROPERTY**

1.1 Agreement to Lease. The Lessor hereby agrees to lease to Lessee, and the Lessee hereby agrees to Lease from Lessor, on the terms and conditions hereinafter set forth in this Agreement, the following, which hereinafter will be collectively referred to as the “Civic Center”: an approximate 3.5 acre parcel of real property with the improvements located thereon having a mailing address of 41 Glen Street, Glens Falls, New York and located in the County of Warren, State of New York and identified as Warren County tax map parcel 310.5-2-8; certain nearby parking lots identified as Warren County tax map parcels 310.5-7-4, 310.5-7-5, 310.5-2-10 and 310.5-3-15 (a legal description of all parcels of real property included in this transaction is attached hereto as **Schedule “A”**), all furnishings; fixtures; inventory, and equipment used for the operation and maintenance of the Civic Center (a complete list is set forth on Schedule “B” attached hereto); the name “Glens Falls Civic Center”; all existing contractual agreements set forth on Schedule “C”; all phone numbers; the website and all customer lists; list of advertisers; list of vendors and the books and records including computer records and electronic records from the Lessor’s ownership and operation of the Civic

Center more particularly identified in Schedule "D" annexed hereto and made a part hereof. In the event that any subdivision or lot line adjustment is required to be made to effectuate the transfers of the aforementioned parcels, the City shall be responsible for all costs and expenses associated with same.

1.2 The Lease term shall be for a period of five (5) years commencing December 30, 2014 (hereinafter "Lease Date") and terminating at such time Lessee purchases the Civic Center from Lessor (hereinafter "Closing Date") or December 30, 2019, whichever occurs first, whereupon the terms of this Agreement shall terminate.

1.3 Agreement to Purchase. The Lessor hereby agrees to sell to Lessee, and Lessee agrees to purchase from Lessor provided Lessee exercises its option to purchase, the Civic Center with the Closing Date to take place on or before December 30, 2019.

## **ARTICLE II**

### **LEASE PAYMENTS AND PURCHASE PRICE**

2.1 The Lease Payments and Purchase Price which Lessee agrees to pay the Lessor for the Civic Center is Six Hundred Thousand Dollars (\$600,000.00), to be paid by the Lessee to the Lessor as follows:

- a. Sixty Thousand Dollars (\$60,000.00) nonrefundable bid deposit, the receipt of which is hereby acknowledged;
- b. Two Hundred and Forty Thousand Dollars (\$240,000.00) at the time of the execution of this Agreement, which sum shall be nonrefundable except as provide for in Section 3.2;
- c. One Hundred and Fifty Thousand Dollars (\$150,000.00) on or before June 15, 2015, which sum shall be nonrefundable;
- d. Fifty Thousand Dollars (\$50,000.00) on or before June 15, 2016, which sum shall be nonrefundable;
- e. Fifty Thousand Dollars (\$50,000.00) on or before June 15, 2017, which sum shall be nonrefundable; and
- f. Fifty Thousand Dollars (\$50,000.00) on or before June 15, 2018, which sum shall be nonrefundable.

2.2 All sums payable under the terms of this Agreement shall be by bank or certified check.

2.3 In the event any Lease Payment shall be overdue, Lessee shall pay a late charge equal to four percent (4%) on all sums overdue.

2.4 The Lessee shall receive a credit for the entire amount of any and all Lease Payments paid under this Agreement against the Purchase Price on the Closing Date in the event the Lessee exercises the option to purchase.

2.5 When the Lessee exercises its option to purchase and is ready, willing and able to close on or before December 30, 2019, all sums remaining outstanding under the terms of this Agreement shall be due and payable on the Closing Date.

2.6 Upon the New York State Liquor Authority's approval of the Lessee's Application for Endorsement Certificates (the "Endorsement Applications") to the Lessor's existing liquor license for the Civic Center, Lessee shall receive a credit against future rental payments in an amount equal to the amount Lessor collected in Food and Beverages Sales, as defined in Section 6.10, from January 1, 2015 until the date on which said Endorsement Applications are approved. Prior to the New York State Liquor Authority's approval of the Lessee's Endorsement Applications, Lessee shall not receive or share in the receipts, profits or losses from Food and Beverage Sales in any way.

### **ARTICLE III** **DUE DILIGENCE**

3.1 Lessee acknowledges that, prior to entering into this Agreement, Lessee has had the opportunity to review all information relating to the Civic Center which Lessee has determined, in the exercise of its reasonable business judgment, is necessary for Lessee to evaluate the suitability and feasibility of the Civic Center for Lessee's intended uses.

3.2 Notwithstanding paragraph 3.1 above, the Lessee has not had the opportunity to inspect the structural, mechanical or environmental condition of the Civic Center and has retained Chazen & Company to conduct said inspections and is entering into this agreement in reliance on the Lessor's obligations set forth in paragraph 6.2. Lessee shall have said inspections complete so that it has the results of said inspections on or before June 1, 2015.

In the event that any structural, mechanical or environmental test or inspection results in the finding of a material defect that would cost more than \$5,000 to correct, Lessee shall provide written notice to Lessor of the defect, on or before June 1, 2015, and Lessee shall, at its sole option, either notify Lessor that this Agreement is cancelled, null and void, or notify Lessor that it must cure said defect pursuant to Section 6.2. If Lessee opts to terminate this Agreement pursuant to this Section 3.2, Lessee shall be entitled to a refund of the lease payment set forth in Section 2.1(b) and Section 2.1(c), if made, less any net operational profits received by Lessee during the term of this Agreement, and no further payments will be due under this Agreement.

### **ARTICLE IV** **TRANSFER OF OPERATIONS**

4.1 Lessee shall be responsible to assume the day to day operations of the Civic Center on the Lease Date at which time the Lessee shall use the Civic Center as a regional events center and all uses incidental thereto, including but not limited to, any other uses permitted by law. Lessor shall be responsible for, and use its best efforts to, arrange for the assignment of the contracts listed on Schedule "C".

4.2 Pending the Lease Date, the operations of the Civic Center shall be conducted by the Lessor only in the ordinary course and the Lessor shall not, without the prior written approval of Lessee, sell or otherwise dispose of any assets covered by this Agreement or enter into any contract pertaining to the operations of the Civic Center except as may be required in the regular course of business.

4.3 Prior to the Lease Date the Lessor shall deliver the following to the Lessee:

- a. Copies of all permits, licenses, and approvals necessary for the occupation, use and operation of the Civic Center.
- b. Copies of books and records including computer and electronic records of Lessor which Lessee would require to operate and maintain the Civic Center together with keys to all entrance doors and equipment and utility rooms located at the Civic Center which keys shall be properly tagged for identification.

## **ARTICLE V**

### **INSURANCE AND INDEMNITY**

5.1 Lessee shall maintain the following insurance policies during the term of this Agreement which may be necessary and applicable: (i) Worker's Compensation Insurance including Employer's Liability to provide statutory benefits as required by applicable law or laws; (ii) Commercial General Liability Insurance on an "occurrence" basis for hazard of operations, independent contractors, products and contractual liability, such liability insurance to include property damage and personal injury liability insurance, all with limits of not less than Two Million Dollars (\$2,000,000); (iii) Business interruption insurance. All such insurance shall remain in force during the term of this Agreement. Each such policy shall provide that the same may not be cancelled or amended by Lessee for any reason whatsoever, without giving Lessor at least thirty (30) days prior written notice of any proposed cancellation or amendment, and each such liability policy shall include Lessor as a named insured.

5.2 The Lessor shall maintain all insurance coverage on the Civic Center presently held by Lessor including comprehensive liability insurance, on an occurrence basis, against property damage, bodily injury, loss or damage by fire and such other risks included in the standard form of extended coverage insurance in the amount of Two Million Dollars (\$2,000,000.00) combined single limit. Said insurance shall cover without limiting the foregoing, any acts of negligence committed by Lessor, its agents and servants and any third party acting on behalf of or at the direction of Lessor, their employees, agents or servants.

5.3 Both parties agree to waive all rights against each other for loss or damage which is paid by their own insurance.

5.4 Lessee shall protect, defend, indemnify and hold Lessor and its officials, officers, employees and agents harmless from and against any and all liabilities, obligations, damages, penalties, charges, costs and expenses including, without limitation, reasonable attorneys fees, which Lessor may suffer or incur in connection

with Lessee's leasing and/or use of the Civic Center and resulting from any action or inaction of Lessee or its agents, employees, contractors or subcontractors occurring during the term of this Agreement. The foregoing indemnification shall survive the Closing, but and shall not include indemnification for acts, failure to act, or negligence caused by the Lessor, its agents, employees, contractors or subcontractors.

5.5 Notwithstanding anything in this Agreement to the contrary, Lessor shall have no obligation to indemnify Lessee for any claims, loss, liabilities or damages arising from the Lessee's lease and use of the Civic Center property unless due to the Lessor's negligent actions or negligence in failing to act.

## **ARTICLE VI**

### **LESSEE'S OBLIGATIONS**

6.1 Lessee's obligation to make Lease Payments as provided herein and to perform and observe all other covenants and agreements of the Lessee contained herein shall be absolute and unconditional, and the failure by the Lessee to make such Lease Payments constitute a default under this Agreement. All Lease Payments shall be made without notice or demand and without setoff, counterclaim, abatement, deduction or defense whatsoever, except as otherwise provided herein.

6.2 During the term of this Agreement, Lessee will, at its cost and expense, keep and maintain the Civic Center in good repair and condition, reasonable wear and tear excepted, and in compliance with all applicable laws, rules, regulations, statutes, and ordinances. Unless caused by the negligence of the Lessee, in the event there is a mechanical, structural, nonstructural or environmental material defect of the Civic Center which requires repair, replacement, or remediation, the reasonable cost of which exceeds \$5,000.00 to correct, said cost shall be the responsibility of the Lessor. All other costs associated with keeping and maintaining the Civic Center shall be the responsibility of the Lessee. Either party may institute such legal action against the other party as said party may deem necessary to compel the performance of such obligation or to recover damages therefore.

6.3 Except as otherwise expressly provided herein, and specifically in Section 3.2, Lessee shall not have any right to terminate this Lease or to be released or discharged from any obligations or liabilities hereunder for any reason, including, without limitation, damage or destruction of the Civic Center, it being the intention of the parties hereto that all Lease Payments payable by Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided. Except as otherwise expressly provided herein, and specifically in Section 3.2., Lessee hereby waives, to the extent permitted by applicable law, any and all rights that it may now have or that may at any time hereafter be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Lease and agrees that if, for, any reason whatsoever, this Lease shall be terminated in whole or in part by any act or failure to act on the part of Lessee, Lessee will nonetheless pay to Lessor an amount equal to each Lease Payment at the time such payment would have become due and payable in accordance with the terms hereof had such termination not occurred.

6.4 During the term of this Agreement, the Lessee shall pay all charges for utilities, communication and other services used in connection with the operation of the Civic Center except as provided in Article VII, Section 7.1(d).

6.5 The Lessee shall at all times, at the Lessee's own cost and expense, perform and comply with all laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated (including, without limitation, all zoning, pollution and environmental requirements), of every government and municipality having jurisdiction over the Civic Center and of any agency thereof, relating to the Civic Center, or the facilities or equipment thereon or therein, or the streets, sidewalks, curbs and gutters adjoining the Civic Center, or the use or operation of the Leased Premises, whether or not such laws' rules, orders, ordinances, regulations or requirements shall now exist or shall hereafter be enacted or promulgated, and whether or not such laws, rules, orders, ordinances, regulations or requirements can be said to be within the present contemplation of the parties hereto.

6.6 Commencing January 1, 2015, and except as otherwise provided herein, Lessee shall be responsible for all costs and expenses associated with the operation of the Civic Center including, but not limited to, any and all payments arising out of or due in connection with the contracts between Lessor and Global Spectrum, L.P., Ovations Food Services, L.P., New Era Tickets, L.P., Front Row Marketing Services, L.P., Calgary Flames, L.P., and Johnson Controls, Inc., and Lessee shall protect, defend, indemnify and hold Lessor and its officials, officers, employees and agents harmless from and against any and all liabilities, obligations, damages, penalties, charges, costs and expenses including, without limitation, reasonable attorneys fees, which Lessor may suffer or incur in connection with Lessee's failure to comply with the provision of this section of the Agreement. The foregoing indemnification shall survive the Closing.

6.7 The Lessor shall designate the Lessee, as the contract administrator under Section 14.1 of the Management Agreement between the Lessor and Global Spectrum, L.P., and the Lessee, as contract administrator, shall report to the Lessor on a monthly basis. Lessor shall indemnify and hold the Lessee, its officials, officers, employees and agents harmless from any claim, liabilities, obligations, damages, penalties, charges, costs and expenses, including but not limited to, reasonable attorney's fees by Global Spectrum, L.P., its parents, affiliates, successors or assigns, arising out of the designation of the Lessee as its agent or the contractor administrator as provided herein. Lessor shall not remove Lessee as the contract administrator without the consent of the Lessee and the designation and appointment of a successor contract administrator shall be by the mutual consent of the Lessor and the Lessee.

6.8 On or after January 1, 2015 and except as otherwise provided herein, the Lessor shall pay the Lessee any amounts it receives from any source as a result of the ownership and operation of the Civic Center. Lessor shall also distribute to Lessee all funds on account in its Events Account and Operating Account held pursuant to Lessor's Agreement with Global Spectrum, L.P., but only to the extent that funds held in said accounts pertain to events taking place at the Civic Center on or after January 1, 2015 and do not include proceeds from Food and Beverage Sales as defined in Section 6.10. Any funds held in said accounts which involved the operation of the Civic Center through

December 31, 2014 or events at the Civic Center through December 31, 2014 shall be the property of the Lessor.

6.9 On and after January 1, 2015 the Lessee shall indemnify and hold the Lessor harmless for any amount due by the Lessor as a result of its obligations under the contracts listed in Schedule "C".

6.10 Notwithstanding anything contained in this Agreement to the contrary, from the Lease Date until such time as the Lessee's Endorsement Applications are approved by the New York State Liquor Authority in connection with the existing liquor licenses for the Civic Center, Lessee shall have no right to, interest in, or responsibility for, the profits, losses, or proceeds received by the Lessor in connection with the use of the Civic Center from food and beverage sales, including the sale of beer, wine and liquor ("Food and Beverage Sales"). The Lessor shall deposit all Food and Beverage Sales it receives during such time into a separate account owned and maintained by the Lessor. Upon the New York State Liquor Authority's approval of the Lessee's Endorsement Applications, the Lessee shall be entitled to all proceeds from Food and Beverage Sales during the remaining term of this Agreement.

Lessor shall cooperate with the Lessee and the New York State Liquor Authority in obtaining endorsements to Lessor's existing liquor licenses, and shall promptly provide all documents, bonds, signatures, and information requested by Lessee in connection with the Endorsement Applications.

## **ARTICLE VII**

### **REPRESENTATIONS AND WARRANTIES**

7.1 In order to induce Lessee to enter into this Agreement and the transactions contemplated hereby, Lessor makes the following representations and warranties as of the date of this Agreement and again as of the Closing Date:

a. Lessor is a municipal corporation organized and existing under the law of the State of New York. Lessor has full power to enter into this Agreement, to execute and deliver the Deed and all other documents required in this transaction, and to perform all of the terms, conditions and provisions hereof and as set forth in such documents. The acceptance and performance of the terms and provisions of this Agreement have been duly authorized and approved by all necessary parties and this Agreement is binding upon Lessor in accordance with its terms. Lessor has complied with all ordinances, laws, rules and regulations in order to effectuate this lease and purchase option agreement and has taken all steps necessary to authorize the transaction contemplated herein.

b. On the Closing Date, Lessor shall have good and marketable title to the Civic Center subject only to easements and encumbrances of record and Lessor is aware of no matters which adversely affect title thereto. If the Lessee rejects the title of said real property as unmarketable, the Lessor shall, at its sole cost and expense, cure any defects which render the title unmarketable.

c. Lessor has delivered to Lessee complete copies of all contracts listed in Schedule "C" with respect to the Civic Center and is unaware of any defaults either by

Lessor or by contracting parties with respect thereto, and to the best of Lessor's knowledge no basis exists for any default thereunder. During the term of this Agreement Lessee shall be responsible for and subject to any and all existing service, maintenance and operating contracts which Lessor has entered into as of the date of this Agreement, so long as Lessor has provided same to Lessee, or Lessee has knowledge of the existence of such contracts, prior to entering into this Agreement.

d. During the term of this Agreement, the Lessor shall pay all water and sewer charges and fees and shall provide in-kind services of snow removal and landscaping and shall be responsible for the payment of any and all real property and school tax assessments for the Civic Center, if any.

e. To Lessor's knowledge there is no claim, litigation, proceeding, or governmental investigation pending, or so far as is known to Lessor, threatened against or relating to the Civic Center or any dispute arising out of any contact or commitment entered into regarding the Civic Center nor is there any basis known to Lessor for any such action.

f. Neither the execution of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of the terms hereof, will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Lessor is, or is asserted to be, a party affecting the Civic Center or to which the Civic Center is subject or any applicable laws or regulations of any governmental body having jurisdiction.

g. Lessor has not committed nor obligated itself in any manner whatsoever to sell the Civic Center or any portion thereof to any party other than Lessee and will not commit or obligate itself to sell the Civic Center or any portion thereof during the term of this Agreement to any other party other than Lessee. Lessor has not hypothecated or assigned the rents or income from the Civic Center in any manner.

h. Lessor has not received any notices from any insurance companies, governmental agencies or from any other parties with respect to any violations or other matters concerning the Civic Center.

i. As of the date of this Agreement, there is no, and at the Closing Date there will be no, labor dispute with any construction, maintenance or other personnel or employees of Lessor that could adversely affect the use, operation or value of the Civic Center. Lessor shall defend, protect, indemnify and hold Lessee harmless from any and all loss, damage, liability or expense, including attorneys' fees and costs, Lessee may suffer as a result of any breach of or any inaccuracy in the foregoing representations and warranties.

j. The transaction contemplated by this Agreement is not subject to a permissive referendum.

k. To the best of Lessor's knowledge, as of the date of this Agreement and as of the Closing Date, there are no hazardous or toxic materials, substances, pollutants or contaminants that have been released into the environment, or deposited, discharged,

placed or disposed of at the Civic Center; and there are no underground storage tanks now or formerly on/under the Civic Center.

7.2 Lessee represents (which representations shall be deemed to have been made again on the Closing Date) and agrees to indemnify Lessor from and against any loss or damage, including reasonable attorneys' fees and expenses, as a result of any inaccuracy in such representations, that (a) Lessee is a Not for Profit Corporation validly existing under the laws of the State of New York and is qualified to do business in the State of New York; (b) Lessee has taken all steps necessary to authorize the transaction contemplated by this Agreement; (c) the officer executing this Agreement and all other documents in connection with this transaction is fully authorized and empowered to do so, and (d) upon execution by Lessee, this Agreement represents the lawful and binding obligation of Lessee.

## **ARTICLE VIII** **DEBTS AND LIABILITIES**

8.1 The Lessor agrees to and shall indemnify the Lessee in respect to all liabilities of, or claims against the Lessor arising out of the operations of the Civic Center prior to the Lease Date and all actions, taxes, suits, proceedings, demands, assessments, judgments, costs and expenses incident to the operation of the Civic Center prior to the Lease Date. Subsequent to the Lease Date, Lessor shall indemnify Lessee in respect to said liabilities and actions that were due to the negligence or fault of the Lessor.

8.2 The Lessee agrees to and shall indemnify the Lessor in respect to all liabilities of, or claims against the Lessee arising out of the Lessee's operation of the Civic Center on or after the Lease Date and all actions, taxes, suits proceedings, demands, assessments, judgments, costs and expenses incident to the operation of the Civic Center on or after the Lease Date.

8.3 During the term of this Agreement, Lessee shall not create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Civic Center. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, and encumbrance or claim if the same shall arise at any time. The Lessee shall reimburse the Lessor for any expense incurred by Lessor (including reasonable attorneys' fees) to discharge or remove any such Lessee-incurred mortgage, pledge, lien, charge, encumbrance or claim.

## **ARTICLE IX** **PURCHASE OF THE CIVIC CENTER**

9.1 Provided that the Lessee is not in default under this Agreement, the Lessee shall have the option to purchase the Civic Center on or before December 30, 2019 by giving not less than six (6) months prior written notice of intent to exercise the option which notice deadline shall be June 14, 2019.

9.2 At the Closing, Lessor shall convey to Lessee title to the real property set forth in Schedule A. Lessor shall convey to Lessee marketable and insurable fee simple title to the Civic Center, by execution and delivery of a Warranty Deed(s) to the Lessee.

Evidence of delivery of marketable and insurable fee simple title shall be the issuance by a Title Company, of Lessee's choosing, and licensed to issue title policies in the State of New York, an ALTA extended coverage Owner's Policy of Title Insurance with liability in the amount of the Purchase Price or any lesser sum as may be approved by Lessee, in Lessee's sole discretion (the "Title Policy") insuring fee simple title to the Real Property in Lessee, subject only to (i) easements, reservations, restrictions and other matters referred to as special exceptions in the Owner's Policy of Title Insurance approved by Lessee in writing; (ii) other exceptions created or suffered by Lessor following the Effective Date that has been approved by Lessee in writing; (iii) utility and other easements granted by Lessor following the Effective Date required for the use of the Property as a regional events center facility; and (iv) any liens, encumbrances or defects created or incurred by Lessee after the Effective Date (all of which are referred to in this Agreement as "Permitted Exceptions").

9.3 At the Closing, Lessor shall transfer title to the personal property set forth on Schedule "B", free and clear of all liens and encumbrances, by execution and delivery of a bill of sale in a form reasonably acceptable to Lessee. Lessor shall execute and deliver to Lessee any documents that Lessee may reasonably request in order to transfer to Lessee any tangible or intangible personal property. Lessor shall also convey at Closing all of the Lessor's right, title and interest in and to all warranties and guarantees, express or implied, related to any of the tangible property to be conveyed, and shall convey all of Lessor's right, title and interest in and to all licenses and permits Lessor has and Lessor agrees to cooperate with Lessee in effectuating all transfers.

9.4 The Closing shall be held at the offices of the attorneys of the Lessor in Warren County, New York.

9.5 The Lessor shall execute and deliver to Lessee a Warranty Deed to the Civic Center in recordable form conveying good and marketable fee simple title free and clear of all liens and encumbrances, except for easements of records, and all easements and rights appurtenant thereto.

9.6 At least 14 days prior to the Closing Date, Lessor shall be responsible for preparing and providing to the Lessee the following:

- a. Proposed deed;
- b. 5 year tax search;
- c. Copies of current tax receipts;
- d. 40 year abstract of title and any continuation thereof; and

9.7 The recording fees, including tax stamps and filing the TP-584 shall be the responsibility of the Lessor. The Lessee shall be responsible for the costs and fees associated with recording the Deed and RP-5217.

9.8 The Lessee shall be responsible for the payment of any and all the sales tax due to the State of New York, and all local sales taxes, on the portion of the purchase price allocated for any tangible assets sold hereunder.

**ARTICLE X**  
**DESTRUCTION OF LEASED PREMISES**

10.1 In the event the Civic Center is damaged or destroyed by fire or other casualty this Lease shall not terminate nor shall there be any abatement of the Lease Payments otherwise payable by Lessee hereunder. Pursuant to Section 5.1 of this Agreement, the Lessee shall carry business interruption insurance to cover any damages or losses the Lessee may incur as a result of destruction of the Civic Center by fire or other casualty.

**ARTICLE XI**  
**EVENTS OF DEFAULT**

11.1 Each and any of the following occurrences happening during the term of this Agreement shall constitute an event of default of this Agreement permitting the Lessor to terminate this Agreement and take possession of the Civic Center and control of all operations conducted in connection therewith.

- a. If any Lease payment is not made within thirty (30) days of the due date.
- b. Failure of Lessee to comply with any portion or provision of Section 6.7 of this Agreement after notice, demand and a thirty (30) day period to cure said default.
- c. If policies insuring the buildings against fire and other hazards are not delivered to Lessor after notice, and a thirty day (30) day period to cure said default.
- d. If a petition for bankruptcy is filed by or against the Lessee, or should the Lessee make a voluntary assignment for the benefit of creditors.

11.2 In the event Lessor fails to comply with the provisions of Section 6.2, such noncompliance shall constitute an event of default of this Agreement permitting the Lessee to rescind this Agreement, and no further payments will be due under this Agreement and the Lessor shall be entitled to immediately take possession of the Civic Center and the control of all operations conducted in connection therewith.

**ARTICLE XII**  
**MISCELLANEOUS**

12.1 Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed given when (a) personally delivered, (b) given by machine-confirmed facsimile, or (c) after placement in the U.S. mail as certified or registered, return receipt requested, first-class postage prepaid, the receipt indicates delivery or refusal or failure to accept delivery:

Lessor: City of Glens Falls  
42 Ridge Street

Glens Falls, NY 12801  
With a copy to the Attorney for the City of Glens Falls.

Lessee: Adirondack Civic Center Coalition, Inc.  
136 Glen Street, Suite 3  
Glens Falls, NY 12801

With a copy to Bartlett, Pontiff, Stewart & Rhodes, P.C.

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. All notices shall be deemed to be complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

12.2 Amendment and modification. No modification, termination or amendment of this Agreement may be made except by written agreement or as otherwise may be provided in this Agreement.

12.3 Survival. All representations, warranties and indemnifications made in or to be made pursuant to this Agreement shall be deemed to survive the Closing Date and/or the recording of the Deed and shall be enforceable in accordance with their terms.

12.4 Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

12.5 Brokerage Fees. Each party represents to the other that no broker has been involved in this transaction.

12.6 Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Lessor and Lessee. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

12.7 Severability. If any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

12.8 Assignment and subletting. Lessee shall not have the right to assign this Agreement or sublease the Civic Center without the prior written approval of the Lessor, which approval shall not be unreasonably withheld.

12.9 Waiver. Failure on the part of Lessor or Lessee to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by Lessor or Lessee respectively of any of the other's rights hereunder. Further, no waiver at any time of any of the provisions hereof by Lessor or Lessee shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time

of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

12.10 Further Assurances. Each party hereto agrees that it will execute or furnish such documents and further assurances to the other or to proper authorities as may be necessary for the full implementation and consummation of this Agreement and the transactions contemplated hereby.

12.11 Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire understanding and agreement between the parties with respect to the purchase and sale of the Civic Center and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof. There are no other agreements, understandings, representations or promises upon which either party is relying which are not contained within this Agreement.

12.12 Fair Construction. The provisions of this Agreement shall be construed as a whole according to their common meaning not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Agreement. Each party hereto and its counsel has reviewed and revised this Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

12.13 Authority. The persons signing below represent and warrant that they have the requisite authority to bind the party on whose behalf they are signing.

12.14 Time is of the Essence. For the purposes of this Agreement and all transactions contemplated hereunder, time is of the essence.

12.15 Arbitration. In the event a dispute arises between the parties regarding this agreement, either party (First Party) may submit the issue to arbitration by selecting an arbitrator and notifying the other party (Second Party) of the selection. The Second Party shall either approve such arbitrator and proceed to arbitration or select an alternate arbitrator. Second Party shall notify the First Party of such acceptance or selection within seven days of the first notification. Upon receiving notification of the selection of an alternate arbitrator, the First Party shall then approve the arbitrator and proceed to arbitration or reject the alternate arbitrator. First Party shall notify Second Party of such approval or rejection within seven days of the receipt of the notice from Second party. In the case of Rejection, the first two selected arbitrators shall select a third arbitrator. The arbitrator shall not be related to either party by blood or marriage to a principal or owner of either party and shall have no economic interest direct or indirect with either party. The arbitration shall take place within thirty days after selection of the arbitrator. The decision of the arbitrator shall be made within 14 days after the arbitrator has been named and shall be binding upon the parties. The parties shall share equally in the cost of the arbitrator.

12.16 Agreement for Exclusive Benefit of Lessor and Lessee. The provisions of this Agreement are for the exclusive benefit of Lessor and Lessee and their respective permitted successors and assigns and not for the benefit of any other Person. This Agreement shall not be deemed to have conferred any rights upon any other Person.

12.17 Interest on Past-Due Obligations. Any amount due under the terms of this Agreement which is not paid when due shall bear interest from the date due until paid at a rate equal to four percent (4%) per annum.

12.18 Governing Law. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York. In the event any action is brought to enforce any of the provisions of this Agreement, the parties agree to be subject to exclusive in personam jurisdiction in the Warren County Supreme Court for the State of New York and agree that in any such action venue shall lie exclusively in the Warren County Supreme Court.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DATED: December \_\_, 2014

LESSOR:

\_\_\_\_\_  
Jack Diamond, Mayor  
City of Glens Falls

DATED: December \_\_, 2014

LESSEE:

\_\_\_\_\_  
\_\_\_\_\_  
Adirondack Civic Center Coalition, Inc.

# **SCHEDULE “B”**

**APPLICATION FOR CONTRACT FUNDING WITH WARREN COUNTY  
UNDER THE TOURIST AND CONVENTION DEVELOPMENT AGREEMENT**

Please check those Towns/City/Village listed below that your organization will be applying for funding for this event:

- Bolton    Chester    Hague    Horicon    Johnsbury    Thurman  
 Lake George    Village of Lake George    Lake Luzerne    Queensbury  
 Stony Creek    Warrensburg    City of Glens Falls

**I. ORGANIZATION AND CONTACT INFORMATION**

1. A. Please set forth your complete corporate, association or group name.  
Glens Falls Civic Center Coalition
- B. Please set forth the name of the event for which you wish to contract with  
Warren County.  
multiple events (see attached) for CY2015
- C. Please set forth the contract amount you propose to be paid by the County  
toward the event.  
\$250,000
2. Is the above name the only name you conduct business or fund raising under?  
 Yes    No. If No, please provide all other names you use for business and  
fund raising purposes.  
Glens Falls Civic Center Foundation
3. If your organization is incorporated, please provide the state of incorporation and  
the complete corporate name, if different than set forth above.  
501(c)3 Nonprofit, formed in NY State

4. Please set forth your organization's principal business address.

Glens Falls Civic Center Coalition

136 Glen Street, Glens Falls, NY 12801

5. Please set forth your organization's contact person and that person's address, email address and telephone number (this should be the person County representatives may contact for contract information or if there is a need for presentations before County Committees or other questions).

Name Daniel Burke / Elizabeth Miller

Address 86 Glen St, Glens Falls, NY 12801 / 51 Walnut St, Glens Falls, NY 12801

Email dburke@nbtbank.com W 518-745-5261 C 518-618-6118 Telephone emiller@millermech.com W 518-792-0430 C 518-744-2273

## II. EVENT BACKGROUND INFORMATION

6. Please state the dates on which your event is planned to occur and for which you wish to contract with Warren County. *(Please note: Warren County generally does not fund one day events, and it is expected that one day events will be addressed at the local Town, City, or Village level - the Board of Supervisors will, however, consider exceptions to this rule in the instance of special circumstances.)*

Events run throughout 2015, please see attached as a partial list because more events will be booked

7. Please set forth the planned location of your event.

Glens Falls Civic Center

8. Please provide a general description of your event i.e. the nature and type of event and why it is held. Include an agenda of activities during the event if possible.

The Coalition will oversee the management of the GF Civic Center which will be a community run

sports and entertainment venue throughout 2015. In addition to hockey, the arena will host the NY

State Basketball & Volleyball Championships, blood drives, shows, rodeos and graduations to name a few.

9. Please describe what licenses, contracts and/or infrastructure have been or will be arranged to support the event.

The Coalition was awarded the bid to enter into a 5 year lease/purchase agreement on October 21, 2014 with the City of Glens Falls.

Also, contracts will be/have been entered into with the anchor tenant, individual event promoters and other event managers.

10. Please state whether this is a one-time event in Warren County or whether you plan future events.

The Coalition plans to oversee the building at least for the length of the agreement with the City of Glens Falls.

11. Please set forth the number of attendees projected to attend the event.

a. over 150,000 people attended events in 2013

b. How did you determine this number of attendees?

Civic Center records

12. Please set forth the number of hotel, motel, inn, bed and breakfast or other overnight accommodations anticipated or projected and the length of stay anticipated .

No. Of Rooms anticipated 1000 Length of Stay (per party) 1-3 nights

How did you determine this number of rooms? Conversations with operator and event coordinators

13. If your organization has previously received funding from the County, please attach the previous year's performance report and zip code list.

What was the estimated number of rooms that were utilized? N/A

How did you determine this number? N/A

If you expect this to change this year, please indicate your reasons below.

N/A

14. What funding did your organization receive last year, if any?

None from County. Currently, we have private donations of approximately \$640,000 which will be used for the down payment of the lease with some monies left over for operations.

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15. How many years has Warren County funded this event? N/A

16. Please set forth the marketing and advertising that is planned to occur. Please state, particularly the planned marketing and advertising areas (specify local, regional, state, national etc).

Each event will be marketed differently but generally newspapers, radio, TV and electronic medias, social media and other communications support from the promoter are used at some level.

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III. EVENT FINANCING INFORMATION

17. Please set forth the total cost anticipated to be borne by your organization as sponsor for the event.

Each event varies from 10% up to 100% of deficit from guaranteed revenues.

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18. Please set forth the funding that has been obtained or is expected to be obtained from the businesses, persons, governmental or non-profit agencies listed (an attachment may be provided instead of listing the same):

We currently have private donations of approximately \$640,000

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(see attached list)

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19. Please set forth how much you expect to raise from admission charges or fees earned from participating vendors.

varies by event

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20. Please set forth any other governmental or non-profit group financial assistance you have applied for (if this is already stated in response to paragraph 18, you need only

to state this).

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NY State Regional Economic Council for capital improvements.

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21. Please set forth the total amount that your organization has calculated that needs to be raised to fund the event that is currently not available or expected to be available.  
\$ 300,000
22. Please attach your proposed budget for the event, showing anticipated income and expenditures.
23. Please set forth a description of any end product that will be generated as a result of this funding, and whether it is intended that such end product, or copy thereof will be furnished to Warren County.  
N/A
- 

IV. WARREN COUNTY AGREEMENT INFORMATION

25. Please state whether you will agree to use the Warren County Tourism Logo with website provided by the Tourism Department in all advertisements, promotions and marketing materials distributed for the EVENT where reimbursement is requested and to secure prior approval by Tourism Department for the use and placement of the logo or if use is limited to certain promotional material, please describe where and when the logo will be used.

We agree

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*Please note:* Any advertising, promoting and marketing for the EVENT must include the Warren County Tourism logo with website to be reimbursed. Additionally, the sponsor shall provide, at no cost, up to one (1) full page of advertising as shall be required by the County Tourism Department for County promotion and/or advertising in the primary program, directory, magazine or other publication used by the sponsor during the event.

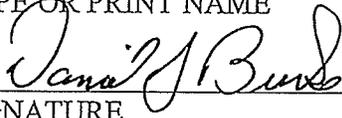
26. Please state whether you have read the standard form County Tourist and Development Agreement *which includes insurance requirements naming Warren County as additional insured ninety (90) days before the event takes place with the Sponsor as the named insured on the certificate*, and whether you are willing to be bound and execute the same, should the County determine to contract with your organization.

yes we have read it

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I hereby certify that the above statements are true, complete and correct to the best of my knowledge and belief.

Daniel J. Bueke  
TYPE OR PRINT NAME

  
SIGNATURE

\_\_\_\_\_  
TITLE

10/29/14  
DATE

## Attachment for Section I, #1 B and Section II, #6

Civic Center Upcoming Events		
Sat, 10/25/2014	7:00 PM	Rochester @ Adirondack
Wed, 10/29/2014	7:00 PM	San Antonio @ Adirondack
Sat, 11/1/2014	7:00 PM	Utica @ Adirondack
Fri, 11/7/2014	7:30 PM	Adirondack Stampede Rodeo
Sat, 11/8/2014	7:30 PM	Adirondack Stampede Rodeo
Fri, 11/14/2014	5:00 PM	NY State High School Volleyball
Sat, 11/15/2014	9:00 AM	NY State High School Volleyball
Sun, 11/16/2014	11:00 AM	NY State High School Volleyball
Tue, 11/18/2014	7:00 PM	Chicago @ Adirondack
Fri, 11/21/2014	7:00 PM	Syracuse @ Adirondack
Sat, 11/22/2014	7:00 PM	Rochester @ Adirondack
Mon, 11/24/2014	11:00 AM	Red Cross Blood Drive
Wed, 11/26/2014	7:00 PM	Toronto @ Adirondack
Thurs, 11/27/2014	10:00 AM	Thanksgiving Day Turkey Trot
Sat, 11/29/2014	7:00 PM	Grand Rapids @ Adirondack
Tue, 12/2/2014	7:00 PM	Hamilton @ Adirondack
Fri, 12/5/2014	7:00 PM	Texas @ Adirondack
Sat, 12/6/2014	1:00 PM	Glens Falls on Tap
Wed, 12/10/2014	7:00 PM	Hamilton @ Adirondack
Fri, 12/19/2014	7:00 PM	Michael Londra's Celtic Yuletide
Sat, 12/20/2014	7:00 PM	Utica @ Adirondack
Wed, 12/31/2014	5:30 PM	Toronto @ Adirondack
Fri, 1/2/2015	7:00 PM	Utica @ Adirondack
Sat, 1/3/2015	7:00 PM	Rochester @ Adirondack
Tue, 1/6/2015	7:00 PM	San Antonio @ Adirondack
Fri, 1/9/2015	7:00 PM	Oklahoma City @ Adirondack
Wed, 1/14/2015	7:00 PM	Stick Game - High School Hockey
Fri, 1/16/2015	4:00 PM	Winter Classic Youth Hockey Tournament
Sat, 1/17/2015	7:00 PM	Milwaukee @ Adirondack
Sun, 1/18/2015	4:00 PM	Winter Classic Youth Hockey Tournament
Mon, 1/19/2015	4:00 PM	Winter Classic Youth Hockey Tournament
Sat, 1/24/2015	7:00 PM	Rochester @ Adirondack
Sat, 1/31/2015	7:00 PM	Rochester @ Adirondack
Wed, 2/4/2015	7:00 PM	Iowa @ Adirondack
Fri, 2/6/2015	7:00 PM	Utica @ Adirondack
Sat, 2/7/2015	7:00 PM	Utica @ Adirondack
Tue, 2/10/2015	7:00 PM	Syracuse @ Adirondack
Sat, 2/14/2015	10:00 AM	NY Section 2 High School Wrestling
Sun, 2/15/2015	10:00 AM	NY Section 2 High School Wrestling
Fri, 2/20/2015	5:00 PM	Monster Trucks - Hold
Sat, 2/21/2015	7:00 PM	Monster Trucks - Hold
Sat, 2/28/2015	7:00 PM	Toronto @ Adirondack
Tues, 3/3/2015	5:00 PM	NY Section 2 High School Basketball
Wed, 3/4/2015	5:00 PM	NY Section 2 High School Basketball
Thurs, 3/5/2015	5:00 PM	NY Section 2 High School Basketball
Sat, 3/7/2015	5:00 PM	NY Section 2 High School Basketball
Tue, 3/10/2015	7:00 PM	Hamilton @ Adirondack
Fri, 3/13/2015	4:00 PM	Disney Live
Sat, 3/14/2015	7:00 PM	Toronto @ Adirondack
Sun, 3/15/2015	5:00 PM	Binghamton @ Adirondack
Fri, 3/20/2015	9:00 AM	NY State High School Basketball
Sat, 3/21/2015	9:00 AM	NY State High School Basketball
Sun, 3/22/2015	9:00 AM	NY State High School Basketball
Wed, 3/25/2015	7:00 PM	Hamilton @ Adirondack
Fri, 3/27/2015	7:00 PM	Rockford @ Adirondack
Sat, 3/28/2015	7:00 PM	Oklahoma City @ Adirondack
Sat, 4/11/2015	7:00 PM	Lake Erie @ Adirondack
Sun, 4/12/2015	5:00 PM	Lake Erie @ Adirondack
Sat, 4/18/2015	7:00 PM	Utica @ Adirondack
Sun, 4/19/2015	5:00 PM	Rochester @ Adirondack
Sat, 5/2/2015	7:00 PM	Concert - Frank Productions - Hold
Wed, 5/13/2015	10:00AM	Sesame Street Live
Thurs, 5/14/2015	7:00 PM	SUNY Adk Graduation

## Glens Falls Coalition Donations

as of 10/20/14

Donor Name		Amount
Doug	Kenyon	\$2,000
Peter	Aust	\$500
Nicholas	Caimano	\$500
Kevin	Herlihy	\$10,000
	Nemer Ford	\$25,000
	Nemer Chrysler	\$25,000
John	Mucha	\$1,000
	Hilltop Construction	\$5,000
Stephen	Verral	\$25,000
Richard	Fuller	\$1,000
Ed	Bartholomew	\$500
	DBL Foundation	\$50,000
Elizabeth	Miller	\$30,000
Suzanne	Merrill	\$100
Dan	Burke	\$2,000
Edward	Moore	\$250,000
Cape	North	\$5,000
Brian	Rozell	\$10,000
Thomas	Hoy	\$50,000
Michael	Rozell	\$10,000
Vince	Desantus	\$500
Curt	Yager	\$5,000
Matt	Cifone	\$5,000
Matt	Montesi	\$5,000
Tom	O'Neil	\$5,000
Chris	Crandall	\$2,000
Tom	Mashuta	\$100,000
Kevin	Mahoney	\$5,000
Tom	Mele	\$500
	NBT Bank	\$5,000

**Total Donations    \$635,600**

Attachment for Section III, #22

Glens Falls Civic Center Coalition  
Operating Projection

	2015	2016	2017
Net Ticketing Revenue, Surcharge & Convenience Fees	725,000	725,000	740,000
Concession and Catering	409,000	409,000	417,000
Other Revenue	190,000	190,000	194,000
Total Revenues	<u>1,324,000</u>	<u>1,324,000</u>	<u>1,351,000</u>
Direct Payroll	238,000	238,000	243,000
Direct Payroll Taxes	31,000	31,000	32,000
Other Direct Expenses	265,000	265,000	270,000
Total Direct Expenses	<u>534,000</u>	<u>534,000</u>	<u>545,000</u>
Gross Profit	790,000	790,000	806,000
Indirect Expenses	<u>1,340,000</u>	<u>1,040,000</u>	<u>1,060,000</u>
Net Loss	<u>(550,000)</u>	<u>(250,000)</u>	<u>(254,000)</u>

\* (assumes no county monies)

The Coalition projects operating losses of \$550K and \$250K and \$254K for 2015-2017. The overall assumption is that we keep the current contracts in place.

The Coalition projects the 2015 loss at the 2013 level. The 2014 loss, at least through July 31, 2014, appears to be trending less than 2013. We anticipate a \$300,000 reduction in annual operating costs to \$250,000 in 2016 due to the reduction in management fees and elimination of unnecessary payroll and related costs. Brian Petrovek estimated that he could eliminate \$331,000 of operating costs without any reduction in the management fee. In 2017, we anticipate a 2% increase across the board in revenue and expenses.

# **SCHEDULE “C”**

## SPENDING GUIDELINES

### GENERAL GUIDELINE

Generally, uses of occupancy tax revenues provided to Municipalities by the County, must be expended for Promotion of Tourist activities, conventions, trade shows, special events and other directly related and supported activities. Promotion or promoting is defined as furthering the growth of, establishment of, sales, and/or contributing to the growth, enlargement, or prosperity of and/or to forward or to encourage or to advance. Therefore and importantly, in order for an expenditure to be eligible under these guidelines it can not just be "related" to Tourism, it must be determined to be consistent with the previously stated allowed uses and the definition of promotion.

### APPLICATION OF GENERAL GUIDELINE TO LIST BELOW

The listing below is intended to provide examples of acceptable or eligible expenditures under the general guideline provided above. In order to maintain the listing below as an easy to use and practical tool, elaborate or extensive descriptions have, generally, been avoided. Therefore, the examples should always read together with the general guideline, above, to ascertain the extent to which funds may be expended for the example provided.

### SPECIAL EVENTS/FESTIVALS/ACTIVITIES

Production/Development of New Events/Activities, i.e., Outdoor Drama, Civic Center Events, Elvis Festival; and advertisement of same.

production/Installation/Rental Creation of Programs/Directories for Specific events	Billboard
Fireworks Displays	Buttons, Pins, Decals Letterhead/Envelopes/Postcards Re-enactors/Musicians/Entertainers
Banners/Flags	Create Town Tours/Maps
Business Cards	Portable Toilets
Postage	Sponsorship/Hosting Fees
Event Consultation Fee	Event Crowd Control – Safety Concerns
Rental of Traveling/Special Exhibits	Promotional Items – Resale i.e., Mugs, T-shirts
Promotional Items – Give-Aways i.e.,	
Set-up/Clean-up Costs directly related to a Tourist event/activity	

### RECREATIONAL ATTRACTIONS

Advertisement and enhancement of existing and new recreational activities and attractions to be developed to accommodate and increase the number of visiting tourists, for example, enhancements to river walk, snowmobile trail system, hiking trails, bicycling routes with displays or improvements to accommodate tourists such as benches or a gondola for transportation.

Mapping/Brochures

Clearing/preparation of property for Tourist or convention activity or event.

Any eligible criteria from other spending guideline categories.

#### WEB SITE DEVELOPMENT/ELECTRONIC PROMOTION

Expenditures for the following, provided that the same is for purposes of promoting tourism, conventions, special events, trade shows and other tourist activities:

Web Site Design/Construction	Search Engine Optimization
Purchase of Images/Sound	Email Appends
Promotions, Purchase of Hyper-Links	Broadcast Design/Delivery of
Interactive Informational Kiosk	Newsletters
Purchase Photo Enhanced Listings	Purchase of Banner Ads

#### BROCHURE PRODUCTION/DISTRIBUTION

General tourism guide, seasonal guides, themed events, flyers, promotional literature, niche ~ publications (i.e. walking/driving tours, packages, itineraries, coupons, heritage, birding, sports, etc.), post cards, maps, posters.

Paid Brochure Distribution Locations	Design Fees
Reproduce Brochure to CD/DVD	Copyrighting
Postage/Permit Fees	Typesetting
Printing/Reprinting	Production (disks/films/pdt's, proofs, etc.)
Photography	

#### ADVERTISEMENTS/PROMOTIONS

Paid advertisements promoting events, activities, packages, attractions, conventions, tradeshow for general tourism development to Warren County communities - Destination Marketing Programs.

Co-op partnerships in all Warren County - Adirondack Regional Tourism Council - New York State publications, as well as national publications and directories, radio, newsprint/magazine opportunities, television campaigns and trade and consumer show brochure distribution and exhibit space co-oping.

Local, Regional and/or National Advertising or Promotional Opportunities	Production/Placement of Ads (Print, Radio,
and Design/Production/Agency Services	TV)
Clipping Service	Consumer/Trade Show Registration
Advertising in Trade Journals	Exhibit Graphics

Staffing Expenses

Kiosk Design

Logo Development/Tag Line/Branding  
Business Reply Cards

Signage/ Ad on Trolley or Bus

Product Development, i.e., Tour Packages,  
Itineraries, Special Events

Coupons  
Familiarization (FAM) Tour Development

Public Relations - Press Kits, Press Release  
Development, Printing, Mailing Broadcasting

#### **MEMBERSHIPS/ ASSOCIATIONS/ AFFILIATIONS**

For Furtherance of Tourism Promotion, i.e., American Bus Association (ABA), New York State Travel and  
Vacation Association (NYSTVA), National Tour Association (NTA), etc.

#### **SPECIALIZED PROFESSIONAL SERVICES**

Expenditures for the following, provided that the same is for purposes of promoting tourism, conventions, special  
events, trade shows and other tourist activities :

Shoot Videographer or Photographer  
Graphic Designer

Airplane/Helicopter Rental for

Ad/Brochure/Web Design Research, Feasibility or  
Marketing Studies Sponsorship of Events, i.e.  
"Elvis" fee

Step-On Guide Services

Public Relations Agency

Speakers/Musicians/Entertainers/Models

Outsourcing to Call Centers, Fulfillment  
Houses

Update portions of Local History in furtherance of  
promoting tourism, conventions, special events,  
trade shows and other tourist activities  
Hosting/Attending Educational Seminars,

#### **EDUCATIONAL TOURISM**

Informational Kiosk

i.e., Hospitality Training

Hosting/Attending Workshops, i.e., How to  
Market Your Destination, Property or Event

#### **BEAUTIFICATION**

Community Signage,  
i.e., Welcome or Directional signs

Plantings/LandscapingStreetscaping/lighting furthering establishment or growth of tourism, conventions, special  
events, trade shows and other tourist activities

Informational Kiosk

Fountains/Benches

**AUDIO - VISUAL PRODUCTION, DUPLICATION AND DISTRIBUTION**

DVD/CD/VHS

**MISCELLANEOUS PROMOTION**

Purchase Mailing Lists

Mailings to targeted audiences

**CAPITAL PROJECTS**

Expenditures may be made for capital projects which facilitate use by tourist and/or increase tourism to an area by improving the aesthetic qualities of the municipality, enhancing the environment, improving infrastructures related to tourism, conventions and trade shows, and developing, operating and maintaining parks, recreational facilities and tourist attractions.

When spending funds for capital projects it is necessary to be sure the primary benefit is to promotion of Tourist activities, conventions, trade shows, special events and other directly related and supported activities. A project which only incidentally furthers tourism etc. and primarily benefits residents is not allowable as contrary to the legislatively authorized use of this funding.

PROPOSED PROJECT COST ASSESSMENT:					Document Date: 02.02.15
Contract 7 - Festival Space Perimeter Fence: Lake George Environmental Park at the Charles R. Wood Park Village of Lake George, Warren County, New York					
Note: 1. Costs contained herein are conceptual estimates for discussion and planning purposes. 2. Costs reflected in this evaluation represent 2015 prices. 3. Concrete paved walkways are not included in this cost estimate.					
ITEM NO.	ITEM DESCRIPTION	Quantity	UNIT	UNIT PRICE	TOTAL COST (including profit, labor and overhead applied to labor)
<b>Perimeter Fence System</b>					
<b>A. Site Preparation and Coordination</b>					
1	Construction Layout	1	LS	\$1,500.00	\$1,500
<b>SUBTOTAL A</b>					<b>\$1,500</b>
<b>B. Perimeter Fence</b>					
1	Fence panels and posts	1,100	Lf	\$95.00	\$104,500
2	Double leaf gates (10' opening width)	2	EA	\$5,000.00	\$10,000
<b>SUBTOTAL B</b>					<b>\$114,500</b>
<b>C. Concrete Grade Beam Fence Base</b>					
1	Trenching, backfilling and hauling of excess cut	1,100	LF	\$10.00	\$11,000
2	Aggregate subbase (24" width x 12" depth)(.08 CY/LF)	1,100	LF	\$2.00	\$2,200
3	Concrete grade beam (12" wide x 16" depth) (slip form install)	1,100	LF	\$18.00	\$19,800
4	Sod (stockpile and reuse existing topsoil)( 1 foot strip each side)	2,200	SF	\$1.00	\$2,200
<b>SUBTOTAL C</b>					<b>\$35,200</b>
<b>D. Festival Space West Brook Road Entrance Control</b>					
1	Removable bollard system (includes foundation)	3	EA	\$2,150.00	\$6,450
2	Heavy steel chain (.394 dia., 1.5 lbs/foot)	40	LF	\$8.50	\$340
<b>SUBTOTAL D</b>					<b>\$6,790</b>
<b>E. SUBTOTAL 1 Cost Summary A-D</b>					<b>\$157,990</b>
<b>F. Contractor Mobilization and General Requirements</b>					
1	Mobilization (5% of E)				\$7,900
2	General requirements (6% of E)				\$9,479
<b>SUBTOTAL F</b>					<b>\$17,379</b>
<b>G. SUBTOTAL 2 Cost Summary E-F</b>					<b>\$175,369</b>
<b>H. Project Development Contingency</b>					
1	Project Development Contingency (10% of G)				\$17,537
<b>SUBTOTAL H</b>					<b>\$17,537</b>
<b>TOTAL PROJECT VALUE (Project Development Contingency + Subtotal 2)</b>					<b>\$192,906</b>

ITEM NO.	ITEM DESCRIPTION	Quantity	UNIT	UNIT PRICE	TOTAL COST (including profit, labor and overhead applied to labor)
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**Entrance Columns \*Not included in fencing costs above**

<b>I. Main Entrance Columns(Battered side and flag poles)</b>					
1	Column concrete core, foundations and spread footings	2	LS	\$2,000.00	\$4,000
2	Stone veneer	2	LS	\$5,500.00	\$11,000
3	Stone Cap	2	LS	\$500.00	\$1,000
4	Flag Pole System	2	LS	\$1,000.00	\$2,000
<b><i>SUBTOTAL I</i></b>					<b><i>\$17,000</i></b>

<b>J. East and West Side Entrance Columns(No battered edge and flagpoles)</b>					
1	Column core, foundations and spread footings	2	LS	\$1,500.00	\$3,000
2	Stone veneer	2	LS	\$4,000.00	\$8,000
3	Stone Cap	2	LS	\$500.00	\$1,000
<b><i>SUBTOTAL J</i></b>					<b><i>\$12,000</i></b>

<b>K.</b>	<b><i>SUBTOTAL 3 Cost Summary I-J</i></b>				<b><i>\$29,000</i></b>
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Warren County  
Occupancy Tax  
2014

2014 Revenues

Revenue Collected through 12/31/2014 (through 1/30/2015)	\$ 3,745,198.65
Revenue Collected through 12/31/2013 (through 1/30/2014)	\$ 3,665,241.64
Increase/(Decrease) from 2014	<u>\$ 79,957.01</u>
Increase/(Decrease) from 2014	2.13%

Occupancy Tax Fund Balance

General Ledger Balance at 12/31/13	2,713,243.98
Appropriated 2014 Budget	<u>(2,031,239.00)</u>
Occupancy Tax Fund Balance at 12/31/13	<u>682,004.98</u>
Res#240 '14; Appropriate for mailing of Hot Air Balloon to Saga City, Japan	(4,000.00)
Res#295 '14; Appropriate for Audit fee for Charles Wood Park Project	(7,440.00)
Res#360'14; Appropriate for distribution of 2014 OT collections to municipalities	(41,486.00)
Res#442'14; Appropriate for Sheriff salaries OT for Car Show	<u>(3,000.00)</u>
	<u>626,078.98</u>
Designated Reserve; per Res #558 '14	1,000,000.00

Reserve Balances Prior Years

<u>2004</u>		<u>2009</u>	
G/L Balance	<u>2,049,475.22</u>	G/L Balance	<u>2,408,097.77</u>
Approp 2005 Budget	<u>(1,500,000.00)</u>	Approp 2010 Budget	<u>(1,650,000.00)</u>
	<u>549,475.22</u>		<u>758,097.77</u>
<u>2005</u>		<u>2010</u>	
G/L Balance	<u>2,280,971.34</u>	G/L Balance	<u>2,656,100.01</u>
Approp 2006 Budget	<u>(2,150,000.00)</u>	Approp 2011 Budget	<u>(1,486,870.00)</u>
	<u>130,971.34</u>		<u>1,169,230.01</u>
<u>2006</u>		<u>2011</u>	
G/L Balance	<u>2,247,400.00</u>	G/L Balance	<u>2,714,786.13</u>
Approp 2007 Budget	<u>(2,150,000.00)</u>	Approp 2012 Budget	<u>(1,866,673.00)</u>
	<u>97,400.00</u>		<u>848,113.13</u>
<u>2007</u>		<u>2012</u>	
G/L Balance	<u>2,481,414.57</u>	G/L Balance	<u>2,496,472.28</u>
Approp 2008 Budget	<u>(2,150,000.00)</u>	Approp 2013 Budget	<u>(1,890,353.00)</u>
	<u>331,414.57</u>		<u>606,119.28</u>
<u>2008</u>			
G/L Balance	<u>2,542,772.45</u>		
Approp 2009 Budget	<u>(2,320,000.00)</u>		
	<u>222,772.45</u>		

**WARREN COUNTY SAFE AND QUALITY BICYCLING ORGANIZATION  
2014 ACCOMPLISHMENTS**



**COMPLETED PROJECTS**

- **“Mountain Biking and Off Road Trails in Warren County, New York”** printed as a free trail guide and important resource for off-road bikers; distributed to municipalities and businesses in Warren County.
- **Documentary film, “The Long Bike Back”** presented to over 100 community members at Crandall Library. Julia Wrona filmed challenges faced by Pete and Pearson Constantino biking on historic US Route 20 across America, just 2 years after Pearson was seriously injured in a bike accident. The film sent a strong message of the importance of maintaining safe roads and the importance of “Sharing the Road”.
- **Three Summer Group rides:** July’s ride highlighted the history of “*Military Road*” along the Bikeway along with historical facts about Cooper’s Cave, French and Indian War, and Lake George Battle Grounds. The “*Feeder Canal Heritage Ride*” in August highlighted industrial and historical sites along Feeder Canal as part of the State Wide “Canal Splash Day”. September, the “*Harry Elkes Ride*”, was named to honor world champion local cyclist, Harry Elkes (1878-1903). Scenic 15 and 32 mile rides included Brant Lake, Loon Lake, and Schroon Lake. Rides started at The Hub in Brant Lake with lunch and a presentation, “Who was Harry Elkes?” following. Future “Harry Elkes Rides” feature scenic, country routes in North Warren County.

**ADVOCACY**

- **Resurfacing NYS Route 9L:** WCSQBO’s active advocacy played a major role in the repaving of 9L from Lake George Village to Cleverdale. The new surface with intact paved shoulders will make a dramatic difference to the safety and security of bicyclists. The remainder of 9L is scheduled for resurfacing in 2015.
- **Road improvements:** WCSQBO has participated in, and supported initiatives as Warren County, Queensbury, and Glens Falls have completed projects on several city streets, town and county roads.
- **Warren County – A Destiny for Bicyclists:** WCSQBO hosted booths to distribute biking materials, both informational and promotional, at biking and sports expositions: Adirondack Sport/Fitness in Saratoga Springs, the NYC Five Borough Tour, the Hague Triathlon, the Adirondack Balloon Festival.
- **Lake George 2014 Vision Project:** WCSQBO has become involved in this project that emphasizes the need for increased bicycling routes and signage as cyclists leave the Bikeway and ride to various destinations.
- **Promotion:** PSA’s, articles in the Post Star and The Chronicle have been published to increase awareness of bicycling opportunities in our region, to promote bicycling as a healthy life style, and to emphasize safety rules for both bicyclists and motorists.

**PARTICIPATION & VOLUNTEERISM**

- WCSQBO financially supported and provided volunteers to assist the development of Rush Pond Way, Gurney Lane Trails and Hudson Pointe Park as well as trails in Chestertown and North Creek.
- Several WCSQBO volunteers assisted Martina Noone, Cornell Cooperative Extension Educator, with the Bicycle Safety Rodeos in many of the Warren County Schools.

**WCSQBO GOALS FOR 2015:**

- **Advocacy:** Safe and quality road and trail conditions for both on-road and off-road biking.
- **Theme Rides:** Emphasize safe, fun group riding around Warren County in July, August and September.
- **Promotion:** Host exposition/event booths to “spread the word” about safe, local bicycling opportunities.
- **Development:** With the support of Warren County and Queensbury, initiate the development of a proposed bicycle connector trail from Warren County Municipal Center to the Warren County Bike Path.

**APPLICATION FOR CONTRACT FUNDING WITH WARREN COUNTY  
UNDER THE TOURIST AND CONVENTION DEVELOPMENT AGREEMENT**

Please check those Towns/City/Village listed below that your organization will be applying for funding for this event:

- Bolton    Chester    Hague    Horicon    Johnsbury    Thurman  
 Lake George    Village of Lake George    Lake Luzerne    Queensbury  
 Stony Creek    Warrensburg    City of Glens Falls

**I. ORGANIZATION AND CONTACT INFORMATION**

1. A. Please set forth your complete corporate, association or group name.  
Destinations of New York State, Inc.
- B. Please set forth the name of the event for which you wish to contract with Warren County.  
Warren County "FAM" Tour
- C. Please set forth the contract amount you propose to be paid by the County toward the event.  
\$5,000.00
2. Is the above name the only name you conduct business or fund raising under?  
 Yes    No. If No, please provide all other names you use for business and fund raising purposes.  
Destinations Group Travel Show
3. If your organization is incorporated, please provide the state of incorporation and the complete corporate name, if different than set forth above.  
New York

4. Please set forth your organization's principal business address.

19 West Bridge Street  
SAUGERTIES, NY 12477

5. Please set forth your organization's contact person and that person's address, email address and telephone number (this should be the person County representatives may contact for contract information or if there is a need for presentations before County Committees or other questions).

Name Charles E. Daley, CTIS, CTP  
Address PO Box 10 SAUGERTIES, NY 12477  
Email CHARLIE@donys.com Telephone 845 246-8733

## II. EVENT BACKGROUND INFORMATION

6. Please state the dates on which your event is planned to occur and for which you wish to contract with Warren County. *(Please note: Warren County generally does not fund one day events, and it is expected that one day events will be addressed at the local Town, City, or Village level - the Board of Supervisors will, however, consider exceptions to this rule in the instance of special circumstances.)*

September 13-15, 2015

7. Please set forth the planned location of your event.

"FAM" Tours throughout Warren County

8. Please provide a general description of your event i.e. the nature and type of event and why it is held. Include an agenda of activities during the event if possible.

"FAM" Tours in Warren County promoting individual & group travel to Warren County from the Domestic & Int'l. Travel Markets.

9. Please describe what licenses, contracts and/or infrastructure have been or will be arranged to support the event.

Contracting with hotels and restaurants that will host the "FAM" tours

10. Please state whether this is a one-time event in Warren County or whether you plan future events.

PLAN on future "FAM" Tours to Warren County

11. Please set forth the number of attendees projected to attend the event.

a. OVER 200

- b. How did you determine this number of attendees?

From over thirty years past experience in operating "FAM" tours

12. Please set forth the number of hotel, motel, inn, bed and breakfast or other overnight accommodations anticipated or projected and the length of stay anticipated.

No. Of Rooms anticipated 300\* Length of Stay (per party) 2-3 nights

How did you determine this number of rooms? Same as 11b.

\* Total room nights

13. If your organization has previously received funding from the County, please attach the previous year's performance report and zip code list.

What was the estimated number of rooms that were utilized? 200

How did you determine this number? from rooming lists

If you expect this to change this year, please indicate your reasons below.

Increase the number of "FAM's" participating.

14. What funding did your organization receive last year, if any?  
\$ 3,500.00
15. How many years has Warren County funded this event? One
16. Please set forth the marketing and advertising that is planned to occur. Please state, particularly the planned marketing and advertising areas (specify local, regional, state, national etc).  
Printed & e-mailable invitation to be sent  
Nationwide & Internationally.

III. EVENT FINANCING INFORMATION

17. Please set forth the total cost anticipated to be borne by your organization as sponsor for the event.  
\$ 21,000.00
18. Please set forth the funding that has been obtained or is expected to be obtained from the businesses, persons, governmental or non-profit agencies listed (an attachment may be provided instead of listing the same):  
NYS Division of Tourism \$4,978  
SARATOGA CONVO. & Tourism 5,000  
"FAM" Buyer Participants 6,000
19. Please set forth how much you expect to raise from admission charges or fees earned from participating vendors.  
N/A
20. Please set forth any other governmental or non-profit group financial assistance you have applied for (if this is already stated in response to paragraph 18, you need only

to state this).

States in # 18.

21. Please set forth the total amount that your organization has calculated that needs to be raised to fund the event that is currently not available or expected to be available.

\$ 5,000.00

22. Please attach your proposed budget for the event, showing anticipated income and expenditures. Attached.

23. Please set forth a description of any end product that will be generated as a result of this funding, and whether it is intended that such end product, or copy thereof will be furnished to Warren County.

The end product generated will be increased

Domestic Group Tour Market and increased

Int'l. market for Tourism in Warren County.

#### IV. WARREN COUNTY AGREEMENT INFORMATION

25. Please state whether you will agree to use the Warren County Tourism Logo with website provided by the Tourism Department in all advertisements, promotions and marketing materials distributed for the EVENT where reimbursement is requested and to secure prior approval by Tourism Department for the use and placement of the logo or if use is limited to certain promotional material, please describe where and when the logo will be used.

I agree to use Warren County Tourism logo on invitation.

**Please note:** Any advertising, promoting and marketing for the EVENT must include the Warren County Tourism logo with website to be reimbursed. Additionally, the sponsor shall provide, at no cost, up to one (1) full page of advertising as shall be required by the County Tourism Department for County promotion and/or advertising in the primary program, directory, magazine or other publication used by the sponsor during the event.

Logo also placed on name badges and other promotional materials

26. Please state whether you have read the standard form County Tourist and Development Agreement *which includes insurance requirements naming Warren County as additional insured ninety (90) days before the event takes place with the Sponsor as the named insured on the certificate*, and whether you are willing to be bound and execute the same, should the County determine to contract with your organization.

Yes, I have Read

I hereby certify that the above statements are true, complete and correct to the best of my knowledge and belief.

Charles E. Daley  
TYPE OR PRINT NAME

Charles E Daley  
SIGNATURE

President

TITLE

10/30/14

DATE

DATE

# LAKE GEORGE AREA

IN NEW YORK'S ADIRONDACKS

VisitLakeGeorge.com

## EVENT QUESTIONNAIRE

Name of Event: Warren County, Lake George in NY's Adirondacks FAM Tour

Dates the event was held: September 7-10, 2014

Location where the event was held: Warren County (Throughout)

Number of attendees: 62 Motorcoach/ Tour Operators AND Int'l. Receptive operators

Number of lodging rooms utilized for the event: 135 Room Nights

How was "the number of lodging rooms utilized" arrived at? Hotel Rooming Lists

Length of stay per guest: Three Nights

Economic Impact: Current & Future Group Tour & FIT Development Know How TOURS has booked for 2015

What other municipalities granted you funds for this event? NONE

Per your contract, please return this form with the following:

1) signed voucher and backup (invoices and copies of ads/printed materials bearing our logo) for the amount that you are submitting for reimbursement,

2) final budget for the event, \$17,955.22

3) list of zip codes of the attendees and a short description of how successful you feel the event was. (This is the performance report required by your contract.)

33131, 07067, 11697, 52601, 12550, 05602, 01525, 01373, 10018, 17522, 01832, 12065, 11355, 14075, 44142, 28105, 13820, 13827, 01077, 55947, 10024, 11235, 21801, 18049, 17701, 13352, 07030, 34712, 43146, 10511, 12106, 10025, 94105, 12144, 11354, plus Toronto, OTTAWA, U.K., Sweden & Columbia.

THANK YOU IN ADVANCE FOR YOUR COOPERATION!

I feel that this "FAM" tour was very successful in promoting Warren County to the Domestic Group Tour market AND Int'l. FIT market. One Group has already book a 2015 Tour with many more to come with follow-up!



**DESTINATIONS OF  
NEW YORK STATE**

P.O. Box 10  
Saugerties, NY 12477  
E-mail: [charlie@donys.com](mailto:charlie@donys.com) & [debbie@donys.com](mailto:debbie@donys.com)

Tel: (845) 246-8733  
Fax: (845) 246-1913

**2015 Warren County/Saratoga Springs “FAM” Budget**

**Operator “FAM” Anticipated Revenue:**

Revenues for Operators registrations.....	\$6,000.00
Fee paid by Saratoga Convention & Tourism Bureau.....	\$5,000.00
Fee due from Lake George in NY’s Adirondacks (Warren County).....	\$5,000.00
NYS Division of Tourism Sponsorship.....	\$8,000.00
<b>Total Anticipated Revenue.....</b>	<b>\$24,000.00</b>

**Operator/Buyer “FAM” anticipated expenses:**

Hotels.....	\$7,500.00
Invitation design and e-invite.....	\$ 500.00
Invitation printing.....	\$1,500.00
Motorcoach Transportation for FAM’s.....	\$4,500.00
Upstate Tours (Driver Gratuities).....	\$ 800.00
Sunday Networking Reception (Operators & VIP’s).....	\$1,500.00
Monday Networking Reception (Operators & VIP’s).....	\$1,500.00
Tuesday Networking Reception (Operators & VIP’s).....	\$2,500.00
Farewell luncheon.....	\$ 1,000.00
ALON Marketing FAM fee.....	\$3,000.00
<b>Total expenses:.....</b>	<b>\$24,300.00</b>

**Difference Revenue vs. Expenses.....(deficit)..\$ 300.00**

**Note: Expenses for Group Leader “FAM’s are not counted in the total expenses. They were scheduled to come out of the (2) \$5,000.00 above fees, but no dollars left in budget for Group Leader FAM’s Organization)!**