



Occupancy Tax Coordination Committee
Warren County Tourism Department
AGENDA
January 25, 2019

Committee Members:

D. Dickinson, Chairman
E. Merlino
M. Simpson
J. Strough
D. Beaty
E. Frasier
C. Leggett
K. Geraghty
B. Driscoll

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- I. Committee meeting called to order by Chairman Dickinson.
 - II. Motion to approve minutes of November 20, 2018 Occupancy Tax Coordination Meeting.
 - III. Report on Revenues from the County Treasurer
 - IV. Action Agenda:
 - Resolution request: Authorize contract between AlltheRooms Inc. and Warren County (Treasurer's Office) - \$1,000
 - Resolution request: Authorize contract between AlltheRooms Inc. and Warren County (Tourism Department) - \$4,960
 - Appropriate \$5,960 from A 881.00, Reserve, Occupancy Tax
 - Resolution request: Authorize a funding contract with Adirondack Civic Center Coalition - \$250,000 – change of terms from previous contract
 - Discussion item: continue to work with Black Dog Designs to update website for Festival Commons
 - Report from Adirondack Civic Center Coalition
 - Report from Lake George Regional Convention & Visitors Bureau
 - VI. Privilege of the Floor to discuss any additional items to come before Committee.
 - VII. Motion to adjourn.

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Treasurers Office

DATE: January 17, 2019

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To have internet search for all short term rentals in the county**
- (c) Name of Contractor: **AlltheRooms Inc**
- (d) Address of Contractor: **712 5th Ave, New York, NY 10019**
- (e) Contractor's Contact Person and Telephone Number: **Victor Bosselaar
212-884-9807**
- (f) Has or will the Contract be provided, if so, please attach: **Yes**
- (g) Commencement Date of Contract: **February 15, 2019**
- (h) Termination Date of Contract: **February 15, 2020**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$ 1,000**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **When Complete**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **Occupancy Tax Reserve****

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx**

*as listed in budget and LOGOS

Data Services Agreement between AllTheRooms, Inc. and Warren County Tourism Department

This is a contract between AllTheRooms, Inc. ("AllTheRooms") and Warren County Tourism Department ("Warren County NY") for the provision of data. The contract begins on the date of the last signature below.

1. AllTheRooms Duties

AllTheRooms will deliver the below Reporting Deliverables to Warren County NY according to the following specifications.

2. Warren County NY Duties

The contract is in the amount of \$1,000.00. Warren County NY will make the required payment within 30 days of the signed contract. Warren County NY will also use commercially reasonable efforts to stay in communication with AllTheRooms during the development and delivery process to confirm that all deliverables are as expected.

3. Reporting Deliverables

AllTheRooms will produce the report and deliver it within 30 days of AllTheRooms' receipt of this Agreement.

- 1) Property Level Details

4. Report Delivery Schedule

AllTheRooms will commence work on the Reporting Deliverables on the day that this Agreement has been signed by both parties. Warren County NY will receive the first report within 30 days of AllTheRooms' receipt of this Agreement.

5. Term

This Agreement will commence on [February __, 2019] (the "Effective Date") and will expire one year from the Effective Date or when the final report is delivered.

6. License

Grant of License Subject to the terms and conditions of this Agreement, AllTheRooms hereby grants Warren County NY a license to use, copy, manipulate and extract data from the Reporting Deliverables. To the extent that Warren County NY shares or publishes aspects of the Reporting Deliverables publicly, Warren County NY shall identify AllTheRooms as the creator of the Reporting Deliverables.

No Distribution to Third Parties Except as may be expressly permitted or limited in this Agreement, Warren County NY is prohibited from distributing or otherwise making the Reporting Deliverables available to any third party, other than Warren County NY accountants, attorneys, marketing professionals or other professional advisors who are bound by a duty of confidentiality not to disclose such information.

7. Data Provenance and Usability

AllTheRooms represents and warrants that all data supplied comes from publicly available sources and is not limited by insider trading regulations, copyright, trade secrets, privacy of personally identifiable information, or any other contractual or regulatory restrictions whatsoever. AllTheRooms represents and warrants that it will provide the services and/or reports in compliance with any and all applicable law, rules, and regulations.

AllTheRooms represents and warrants that it is authorized to provide the services and reports described herein, and has obtained any authorization, consent, or license required from any individuals and any third party for such services and reports; and Warren County NY's receipt and use of the services and/or reports and/or other information as contemplated by this Agreement will not subject Warren County NY to any liability under any law or regulation, including any privacy, data sharing, or data protection laws or regulations.

8. Confidentiality

The existence of this Agreement and the terms of this Agreement shall be confidential and shall not be disclosed by either party to any third party except as required by state and/or city law.

Signatures

Joseph DiTomaso
AllTheRooms, Inc.
Co-Founder and CEO

Date _____

Michael Swan
Warren County NY
County Treasurer

Date _____

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Tourism

DATE: 1/25/19

- (a) Is this a Result of a Bid or Request for Proposal? **No**
- (b) Purpose of Contract: **To provide three annual analysis reports on short term rentals in the county.**
- (c) Name of Contractor: **AlltheRooms Inc.**
- (d) Address of Contractor: **712 5th Ave. New York, NY 10019**
- (e) Contractor's Contact Person and Telephone Number:
Victor Bosselaar 212-884-9807
- (f) Has or will the Contract be provided, if so, please attach: **yes**
- (g) Commencement Date of Contract: **February 15, 2019**
- (h) Termination Date of Contract: **February 15, 2020**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$4,960.00**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **When complete**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **881.00, Reserve, Occupancy Tax \$4,960.00****

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

*as listed in budget and LOGOS

Data Services Agreement between AllTheRooms, Inc. and Warren County Tourism Department

This is a contract between AllTheRooms, Inc. ("AllTheRooms") and Warren County Tourism Department ("Warren County NY") for the provision of data and services for a period of three (3) years. The contract begins on the date of the last signature below.

1. AllTheRooms Duties

AllTheRooms will deliver the below Reporting Deliverables to Warren County NY according to the following specifications.

2. Warren County NY Duties

➤ The contract is in the amount of \$4,960.00. Warren County NY will make the required payment within 30 days of the signed contract. Warren County NY will also use commercially reasonable efforts to stay in communication with AllTheRooms during the development and delivery process to confirm that all deliverables are as expected.

3. Reporting Deliverables

AllTheRooms will deliver 3 annual reports and consist of the following:

- 1) Market Analysis
- 2) Monthly Historical
- 3) YoY Trend Analysis
- 4) Comparative Analysis (1)
- 5) Event Analysis (5)

4. Report Delivery Schedule

AllTheRooms will commence work on the Reporting Deliverables on the day that this Agreement has been signed by both parties. Warren County NY will receive the first report within 30 days of AllTheRooms' receipt of this Agreement.

Signatures

Joseph DiTomaso
AllTheRooms, Inc.
Co-Founder and CEO

Date _____

Joanne Conley
Warren County NY
Tourism Director

Date _____

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Tourism

DATE: 1/25/19

- (a) Purpose of Request: to appropriate \$5,960 total from the Occupancy Tax Reserve as follows: \$1,000 to A.1325 470 and \$4,960 to A.6417.0001 470

- (b) Details: two separate agreements with AlltheRooms, Inc. for internet search and analysis of short term rentals

- (c) Previous Resolution Number: none

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: A.881.00 Reserve, Occupancy Tax, \$5,960

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Tourism

DATE: 1/25/19

- (a) Is this a Result of a Bid or Request for Proposal? **NO**
- (b) Purpose of Contract: **To authorize a funding agreement with different terms than expiring Warren County Tourist and Convention Development Agreement**
- (c) Name of Contractor: **Adirondack Civic Center Coalition, Inc.**
- (d) Address of Contractor: **1 Civic Center Plaza Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:
Jeffrey Mead 518-798-0366 ext 13
- (f) Has or will the Contract be provided, if so, please attach: **no**
- (g) Commencement Date of Contract: **upon execution**
- (h) Termination Date of Contract: **12/31/19**
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed **\$250,000**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **quarterly**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.6417.0002 480.02, Tourism-Convention Event Development Fund, \$250,000****

**Sample: A.1010 470 Legislative Board – Contract Sxx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx**

*as listed in budget and LOGOS

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 Charitable Not-For-Profit Corporation 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 December 31, 2014, 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.

B. The five (5) year term of the option agreement commenced on January 1, 2015 and terminates at such time as the COALITION purchases the Civic Center or on December 30, 2019, whichever occurs first.

C. 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. COUNTY FUNDING

During 2019 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 benefit to be derived by the communities, businesses and residents of Warren County by virtue of this Agreement;
- C. the terms of this AGREEMENT;
- D. providing an incentive to the COALITION to hold the EVENTS in the Civic Center;
- E. the reporting required by this AGREEMENT; and
- F. 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. Such sum shall be proportionately paid in advance on a quarterly basis with the 2018 first quarterly payment paid ten (10) days after execution of this Agreement and all subsequent payments made on the 15th day of the first month of each quarter thereafter.

2. ARRANGEMENTS FOR EVENTS - Beginning upon execution of this Agreement, and thereafter, the COALITION shall provide to the COUNTY in writing the following information:

- A. Quarterly written reports concerning its activities, to the Occupancy Tax Committee;
- B. Yearly income statement;
- C. Yearly attendance records;

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 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.

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. 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 the COALITION must undertake to examine and determine whether such is suitable, adequate, available or otherwise acceptable to the COALITION. The 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. Any and all other costs associated with the events or COALITION'S members in attending events shall, accordingly, be the responsibility of the COALITION and/or its members. The COUNTY shall not be responsible for the payment of any consultant, broker or other services that may have been requested and agreed to by the

COALITION.

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

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

5. 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 events.

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 licensees or permittees have obtained required insurance coverage and submitted proof of such coverage at least thirty (30) days prior to events to occur. The COALITION shall have the obligation of compliance with Federal, State and Local Laws in connection with all events and activities occurring in connection therewith.

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

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

F. If applicable, the COALITION shall submit to any other municipality or municipalities (Town, Village or City) a request for reimbursement of costs associated with the events funded under this AGREEMENT. Documentation shall be provided upon request.

6. 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, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the County, its boards, officers and employees for damages because of bodily injuries, including loss of life or property sustained by anyone whosoever arising as a result of the EVENT activities of COALITION or the events 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.

7. 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 on a primary, non-contributory basis in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, death, or property damage arising out of the EVENT 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 insured on a primary, non-contributory basis. 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 an events, 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 an event.

All insurance policies issued hereunder that name the COUNTY as an additional insured under such policy must 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.

COALITION acknowledges that failure to obtain such insurance on behalf of the COUNTY, its Boards, officers and employees constitutes a material breach of the AGREEMENT and subjects COALITION to liability for damages, indemnification and other legal remedies available to the COUNTY.

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.

8. TERM OF AGREEMENT

This Agreement shall be effective on January 1, 2019 and terminate on December 31, 2019, provided the following conditions are met:

- 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.

9. TERMINATION

This AGREEMENT shall automatically terminate without any further obligation of the COUNTY in the event the option agreement is terminated during the term of this Agreement or the COUNTY determines the COALITION is not in compliance with any term or condition of this AGREEMENT. This AGREEMENT shall remain in force and in effect unless amended by mutual AGREEMENT of the parties or until terminated by either party upon thirty (30) days written notice, with or without cause. The failure of either party to exercise any of its rights under this AGREEMENT for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. 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 the COALITION as of the date of termination.

10. APPROPRIATIONS CLAUSE

This agreement shall be deemed executory only to the extent of monies available to the COUNTY for the performance of the terms hereof and no liability on account thereof shall be incurred by the COUNTY beyond moneys available to or appropriated by the COUNTY for the purpose of this AGREEMENT.

11. 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.

12. 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.

13. AUTHORITY TO BIND

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

14. PERFORMANCE - NO PERSONAL LIABILITY

By execution of this AGREEMENT, the COALITION provides reliable assurance to the COUNTY that the COALITION shall employ its best efforts to complete performance of all 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.

15. PRODUCTION OF RECORDS

The COALITION agrees to retain all records related to this Agreement for a period of three (3) years and agrees to allow the COUNTY, through the Warren County Treasurer or the Treasurer's duly authorized agent or employee to review and or audit such records. In the event that a review or audit is requested, the records shall be made available at the COALITION's place of business or, at the request of the COUNTY, at the Warren County Municipal Center with the understanding that copies of such records may be made by the designated COUNTY officials. Records shall be made available upon ten (10) days written notice or within ten (10) days of the delivering of written notice by the COUNTY.

16. ENTIRE AGREEMENT/AMENDMENT OR ALTERATION

The terms of this AGREEMENT shall 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.

17. GOVERNING LAW

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

18. NON-ASSIGNMENT

The COALITION agrees not to assign, transfer, sublet or otherwise dispose of this AGREEMENT or any part

thereof, or of any of its right, title or interest therein, or its power to execute this AGREEMENT without the written consent of the Warren County Board of Supervisors, which consent shall not be unreasonably withheld.

19. CAPTIONS

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

20. 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
1340 State Route 9
Lake George, New York 12845

If to COALITION:

Daniel J. Burke, President
136 Glen Street Suite 3
Glens Falls, New York 12801

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

Benjamin R. Pratt, Esq.
Bartlett, Pontiff, Stewart & Rhodes, P.C.
One Washington Street P.O. Box 2168
Glens Falls, New York 12801

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.

21. SIGNATURES

This AGREEMENT may be signed in counterparts, each of which is an original and all of which taken together form single document.

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

Approved as to Form:

COUNTY OF WARREN

By:

Warren County Attorney

RONALD F. CONOVER, CHAIRMAN
Board of Supervisors

Date: _____

ADIRONDACK CIVIC CENTER COALITION, INC.

By: _____

Date: _____

WARREN COUNTY TREASURER

MICHAEL R. SWAN
County Treasurer

ROBERT V. LYNCH II
Deputy Treasurer

OCCUPANCY TAX REPORT

Tuesday November 20, 2018

Revenue Collected Through 12/31/18	\$ 4,414,619.90
Revenue Collected Through 12/31/17	<u>\$ 4,230,645.59</u>
Increase/Decrease	\$ 183,974.31
Percent Change	4.17%