



**Occupancy Tax Coordination Committee  
AGENDA  
December 1, 2025**

Committee Members: CROCITTO, Runyon, Patchett, Gilligan, Etu, Thomas, Merlino

*Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board.*

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- I. Committee meeting called to order by Chairman Crocitto.
- II. Motion to approve minutes of the November 14, 2025 Occupancy Tax Coordination Committee meeting.
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
  - a. **Committee Approval:** To award 2026 Special Events Occupancy Tax funding for the recommended applications in the amount of \$417,000.  
**Rationale:** Committee members have reviewed the applications and are asked to consider recommendations and vote on awards.
  - b. **Resolution Request:** Rescind Board of Supervisors Resolution No. 715 of 2005, which establishes the template for the Warren County Tourist and Convention Development Agreement, and to permit all future contracts to be in a form approved by the County Attorney with the addition of the current Tourism Department's rules and guidelines.  
**Rationale:** The purpose of this resolution request is to allow occupancy tax contracts to be changed to allow for necessary amendments and the addition of the Tourism Department's rules and guidelines.
  - c. **Resolution Request:** Amend contract with Up Yonda Farm Environmental Education Center  
**Rationale:** Increase annual funding from \$3,000 to \$5,000.
  - d. **Resolution Request:** Appropriate funds from the Occupancy Tax Reserve in the amount of \$5,000.  
**Rationale:** To pay postage for the remainder of the year. .
  - e. **Resolution Request:** Appropriate funds from the Occupancy Tax Reserve in the amount of \$1,601.01  
**Rationale:** For the addition of a business promotion module component to the Warren County Tourism Department's website, visitlakegeorge.com.
- V. Discussion Items:
  - a. Adirondack Nationals funding for 2026
  - b. Festival Commons
  - c. Jessica Carson – Cash Flow Report
  - d. Christine Norton – Treasurer Report



- VI. Referrals: None
  - VII. Privilege of the floor and public comment
  - VIII. Motion to adjourn
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**Attachment #1:** Special Events Funding Recommendations

**Attachment #2:** Resolution Request Form 20 Rescind Resolution 715 of 2005

**Attachment #3:** Resolution 715 of 2005

**Attachment #4:** Resolution Request Form 4 Amend Contract

**Attachment #5:** Resolution 82 of 2023

**Attachment #6:** Resolution Request Form 20 Appropriate funds from Reserve to Postage

**Attachment #7:** Resolution Request Form 20 Appropriate funds from Reserve to Contracts

**Attachment #8:** Cash Flow Report

**Attachment #9:** Treasurer Report




Board of Supervisors Summary

Period: 2026

Total Amount Budgeted: 300,000.00

Organization Name	Event Name	Municipal Support	Occ Tax Requested	Final Award
Adirondack Festivals LLC	Adirondack Wine and Food Festival	0	50,000	15,000
Adirondack Folk School, Inc.	Adirondack Folk School Course Catalog	4,000	19,000	9,400
Adirondack Pub & Brewery, Inc.	Lake George Oktoberfest	10,000	37,000	15,000
Adirondack Theatre Festival, Inc.	Adirondack Theatre Festival	12,500	40,000	15,000
Adirondack-Albany Weddings/Total Entertainment, Inc	Lake George DJ Takeover Music & Arts Festival	0	20,200	10,600
Celebration of the Nations	A Festival of Tribes	100,000	100,000	100,000
Eastern New York Marine Trades Association (ENYMTA)	Great Upstate Boat Show	15,000	30,000	10,000
GenzHomes Inc DBA Alpha Win	Lake George Triathlon	0	30,000	6,900
Glens Falls Collaborative	The Vietnam Traveling Memorial Wall	0	50,000	25,000
Glens Falls Symphony Orchestra, Inc.	Glens Falls Symphony	14,100	25,000	15,000

Organization Name	Event Name	Municipal Support	Occ Tax Requested	Final Award
Hyde Collection	Exhibitions and Programs at The Hyde Collection	6,000	45,000	15,000 
Improv Records Inc	Memorial Meltdown	0	40,000	15,000
Improv Records Inc	Adirondack Independence Music Festival	0	50,000	15,000
Kevin Richards Entertainment	Kevin Richards' 'Close Up' Country Concert Weekend Festival	0	35,000	9,050
Kevin Richards Entertainment	Kevin Richards' 'Close Up' Country Concert Weekend Festival #2	0	35,000	7,850
Lake George Arts Project	Jazz at the Lake	21,000	35,000	15,000
Lake George Music Festival, Inc	Lake George Music Festival	0	50,000	15,000
Lake George Volunteer Fire Company	Annual Firefighters Convention and Parade	15,000	35,000	15,000
Lake Theatre Productions Inc	Lake George Dinner Theatre	0	15,000	6,800
Lower Adirondack Regional Arts Council	LARAC Annual June Arts Festival	0	44,750	15,000
Marcella Sembrich Memorial Association, Inc.	The Sembrich Summer Music Festival	20,000	18,000	9,700

Organization Name	Event Name	Municipal Support	Occ Tax Requested	Final Award
PrimeTime Lacrosse Inc	Lake George National Invitational	0	50,000	10,000 7
Silver Bay YMCA	Bluegrass in Heaven	0	15,000	6,700
Special Olympics New York Inc.	Special Olympics State Fall Games	0	50,000	15,000
Thurman Station Association, Inc. dba Thurman Community Association	Thurman Maple Days	10,000	26,725	10,000
Warren County Historical Society	Warren County Commission for 250th Anniversary of American Revolution	0	30,000	15,000
		\$227,600	\$975,675	\$417,000





# ***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 Department

**DATE:** December 1, 2025

- (a) Purpose of Request: **Rescind Board of Supervisors Resolution No. 715 of 2005, which establishes the template for the Warren County Tourist and Convention Development Agreement, and to permit all future contracts to be in a form approved by the County Attorney with the addition of the current Tourism Department's rules and guidelines. .**
- (b) Details: **The purpose of this resolution request is to allow occupancy tax contracts to be changed to allow for necessary amendments and the addition of the Tourism Department's rules and guidelines.**
- (c) Previous Resolution Number: **715 of 2005**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:

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

\* as listed in budget and LOGOS



# Warren County Board of Supervisors

RESOLUTION NO. 715 OF 2005

Resolution introduced by Supervisors Caimano, W. Thomas, Tessier, Gabriels and Kenny

## **AUTHORIZING AND APPROVING USE OF APPLICATION FORM FOR FUNDING AND INSTRUCTIONS FOR COMPLETING THE FORMS FOR WARREN COUNTY TOURIST AND CONVENTION DEVELOPMENT**

WHEREAS, in connection with event funding, the revised Tourist and Convention Development Agreement, an Application form for Funding under the Agreement and Instructions for completing said application form have been reviewed and recommended by the Occupancy Tax Committee, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes and approves for use in connection with applications for Warren County Tourism and Convention Development Funding the following forms which have been presented at this meeting:

- 1) Instructions for completing application for Warren County Tourist Convention Development Agreement;
- 2) Applications for contract funding with Warren County under the Tourist and Convention Development Agreement;
- 3) Warren County Tourist and Convention Development Agreement.

## **INSTRUCTIONS FOR COMPLETING APPLICATION FOR WARREN COUNTY TOURIST AND CONVENTION DEVELOPMENT AGREEMENT**

Warren County will entertain applications for contract funding to provide an incentive for a convention, trade show and/or event to occur in Warren County which provides the County with marketing and promotional opportunities and benefits to the communities, businesses and residences of Warren County.

Any organization interested in contracting with Warren County should:

1. Complete and sign the attached application being sure to answer every question. If a particular question does not apply to your organization, please insert "not applicable" or "N/A". You may answer any question by adding and referencing an addendum or other document.
2. Send or deliver the completed application to Ms. Joan Parsons, Clerk of the Warren County Board of Supervisors, 1340 State Route 9, Lake George, New York 12845.
3. Submit the application on or before **January 31, 2006**.

### **PLEASE NOTE THE FOLLOWING:**

1. Completion and submission of the application does not assure funding. All applications must be reviewed and approved by the Warren County Board of Supervisors.
2. The Warren County Board of Supervisors or Committee thereof may request a presentation or a representative of your organization to be present to answer questions.
3. The Warren County Board of Supervisors reserves the right to request additional information and/or require additional terms and conditions to the standard form agreement that has been previously approved for use in connection with these types of contracts.
4. If the Warren County Board of Supervisors determines to enter into agreement with your organization, the Warren County Attorney's office will draft and submit a contract for your organization to review and if acceptable, execute.

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Any organization interested in contracting with Warren County should:

1. Complete and sign the attached application being sure to answer every question. If a particular question does not apply to your organization, please insert "not applicable" or "N/A". You may answer any question by adding and referencing an addendum or other document.
2. Send or deliver the completed application to Ms. Joan Parsons, Clerk of the Warren County Board of Supervisors, 1340 State Route 9, Lake George, New York 12845.
3. Submit the application **as soon as possible. Applications will be considered on a "first come, first served" basis.**

### PLEASE NOTE THE FOLLOWING:

1. Completion and submission of the application does not assure funding. All applications must be reviewed and approved by the Warren County Board of Supervisors.
2. The Warren County Board of Supervisors or Committee thereof may request a presentation or a representative of your organization to be present to answer questions.
3. The Warren County Board of Supervisors reserves the right to request additional information and/or require additional terms and conditions to the standard form agreement that has been previously approved for use in connection with these types of contracts.
4. If the Warren County Board of Supervisors determines to enter into agreement with your organization, the Warren County Attorney's office will draft and submit a contract for your organization to review and if acceptable, execute.

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

**I. ORGANIZATION AND CONTACT INFORMATION**

1. Please set forth your complete corporate, association or group name.  
\_\_\_\_\_
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.  
\_\_\_\_\_
3. If your organization is incorporated, please provide the state of incorporation and  
the complete corporate name, if different than set forth above.  
\_\_\_\_\_
4. Please set forth your organization's principal business address.  
\_\_\_\_\_  
\_\_\_\_\_
5. Please set forth your organization's contact person and that person's 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).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. EVENT BACKGROUND INFORMATION

6. Please set forth the name of the event for which you wish to contract with Warren County.

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7. Please state the date or dates on which your event is planned to occur and for which you wish to contract with Warren County.

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

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9. Please provide a general description of your event i.e. the nature and type of event and why it is held.

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

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

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

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*(Continued on next page)*

II. EVENT BACKGROUND INFORMATION (continued)

13. Please set forth the number of hotel, motel, inn, bed and breakfast or other overnight accommodations anticipated or projected and the length of stay is anticipated . If your organization has previously received funding from the County, please attach the written report previously provided to the County which provided an estimate of the number of attendees to the event each day, together with a listing of the number of people from each zip code obtained each day of the event. If your organization was not previously required to furnish this report, and did not collect zip codes, please attach a written report which provides an estimate of the number of attendees and where the attendees may have resided to the best of your ability. Please feel free to use such qualifications to your information as you may feel necessary.

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14. 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).

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III. EVENT FINANCING INFORMATION

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

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III. EVENT FINANCING INFORMATION (Continued)

16. 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):

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

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18. 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 15, you need only to state this).

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19. 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.

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

21. Please set forth the contract amount you propose to be paid by the County toward the event.

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*(Continued on next page)*

III. EVENT FINANCING INFORMATION (Continued)

22. Please set forth whether you are requesting payment:

A. \_\_\_\_\_ (For events of 2 or more consecutive days)

B. \_\_\_\_\_ (For events only over long periods of time)

(Choose One)

A. within twenty-seven (27) days of all of the following occurring: (i) the conclusion of the event; and (ii) the furnishing of: (a) a completed and properly executed County Voucher; and (b) 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

**OR**

B. within twenty-seven (27) days of the occurrence of the first day of an event (where the event is planned to occur over a number of days, weeks or months), a portion of the amount payable equal to the amount expended for promotion and marketing where the County Logo was used as identified in paragraph three (3) of the agreement not exceeding seventy-five percent (75%) of the amount payable under the agreement. The balance of the amount due under this agreement shall be payable at the conclusion of the event upon sponsor furnishing: (i) a completed and properly executed County Voucher and (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.

IV. WARREN COUNTY AGREEMENT INFORMATION

23. Please state whether you will agree to use the Warren County Logo provided by the Tourism Department in all promotional and marketing distributed for the event **or** if use is limited to certain promotional material, please describe where and when the logo will be used.

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*(Continued on next page)*

IV. WARREN COUNTY AGREEMENT INFORMATION (Continued)

24. Please state whether you have read the standard form County Tourist and Development Agreement and whether you are willing to be bound and execute the same, should the County determine to contract with your organization.

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

\_\_\_\_\_  
TYPE OR PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## 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 \_\_\_\_\_ an \_\_\_\_\_ formed under the laws of the State of New York, having its principal office and place of business located at \_\_\_\_\_, New York \_\_\_\_\_, (hereinafter called the "SPONSOR").

### RECITALS

1. SPONSOR desires to hold \_\_\_\_\_ in Warren County, New York, during \_\_\_\_\_ of 200\_, (hereinafter called the "EVENT").
2. The COUNTY has established a tourist and convention development program whereby the COUNTY will provide 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. EVENT

SPONSOR represents and agrees that it shall hold \_\_\_\_\_ in Warren County, New York, commencing the \_\_\_\_\_ day of \_\_\_\_\_, 200\_ and continuing thereafter for a period of \_\_\_\_\_ day(s)/week(s) in \_\_\_\_\_ 200\_.

#### 2. EVENT ARRANGEMENTS

The SPONSOR represents and warrants that:

- A. the following licenses, contracts and/or infrastructure has been or will be arranged for to support the EVENT (include other governmental or non-profit group commitments):  
\_\_\_\_\_  
\_\_\_\_\_

- B. As of the time the application was filed for funding under this contract, the following funding had been obtained from the businesses, persons or governmental or non-profit agencies listed :

\_\_\_\_\_  
\_\_\_\_\_

- C. The number of attendees is projected to be \_\_\_\_\_;
- D. the number of hotel, motel, inn, bed and breakfast or other overnight accommodations is anticipated or projected to be \_\_\_\_\_ and the length of stay is anticipated to be \_\_\_\_\_;
- E. the following marketing and advertising is planned to occur in the following markets and areas (specify local, regional, state, national etc):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F. the total cost to be borne by SPONSOR for the EVENT is \$ \_\_\_\_\_;
- G. the total amount that SPONSOR has calculated that needs to be raised to fund the EVENT that is currently not available or expected to be available is \$ \_\_\_\_\_.

3. PROMOTIONAL AND MARKETING CONSIDERATION FOR COUNTY

The SPONSOR shall use the Warren County Logo provided by the Tourism Department in all promotional and marketing distributed for the EVENT occurring after the date of this agreement. The use and placement of the logo shall be first approved by the Tourism department.

4. PERFORMANCE REPORT

The Sponsor shall use reasonable efforts to collect home zip codes from those in attendance at the event funded hereunder. The Sponsor shall provide to the County a written report which provides an estimate of the number of attendees to the event each day together with a listing of the number of people from each zip code obtained each day of the event. Reasonable efforts to collect the information requested hereunder shall be deemed to have been made if the Sponsor has at least one person at each entrance to the event attempting to collect zip codes.

5. COUNTY FUNDING

In consideration of the:

- A. marketing and promotional opportunities,
- B. the benefit to be derived by the communities, businesses and residents of Warren County
- C. the terms of this agreement;
- D. to provide an incentive to the SPONSOR to hold the EVENT in Warren County, and
- E. the performance report,

the COUNTY shall pay the sum of \$\_\_\_\_\_ to SPONSOR for use in offsetting expenses for the EVENT. Such sum shall be payable, as follows :

**/SELECT ONE OF THE FOLLOWING/**

provided the event has occurred and concluded, within twenty-seven (27) days of the time of SPONSOR furnishes to the COUNTY: (i) a completed and properly executed COUNTY Voucher ; (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 and iii) the performance report.

**or**

within twenty-seven (27) days of the occurrence of the first day of an EVENT that is planned to occur over a number of days, weeks or months, a portion of the amount payable under this agreement equal to the amount expended for promotion and marketing where the County Logo was used as identified in paragraph three (3) of this agreement not exceeding seventy-five percent (75%) of the amount payable under this agreement. The balance of the amount due under this agreement shall be payable at the conclusion of the EVENT upon SPONSOR furnishing (i) a completed and properly executed COUNTY Voucher ; (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 and iii) the performance report.

6. COUNTY LIMITATION OF RESPONSIBILITY

- A. SPONSOR 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 SPONSORS' EVENT, . It is understood and agreed that these are matters that SPONSOR must undertake to examine and determine whether such is suitable, adequate, available or otherwise acceptable to SPONSOR. SPONSOR 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. The COUNTY shall not be required to furnish any services or do any work under this agreement.
- C. Any and all other costs associated with the EVENT or SPONSOR's members in attending the EVENT shall, accordingly, be the responsibility of SPONSOR 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.

7. SPONSOR OBLIGATIONS

- A. The SPONSOR 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 SPONSOR in connection with the selection of Warren County as the EVENT site.
- B. The SPONSOR 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 SPONSOR shall further ensure that all licenses or permittees have obtained required insurance coverage and submitted proof of such coverage at least ten (10) days prior to the EVENT. The SPONSOR shall have the obligation of compliance with Federal, State and Local Laws in connection with the EVENT and activities occurring in connection therewith.

- C. In the event the SPONSOR or any guest or member of the public shall cause any damage to municipal property, the SPONSOR 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 EVENT and other activities authorized by the SPONSOR shall be removed and properly disposed of by SPONSOR or the Vendors or SPONSORS of the other activities.
- E. The SPONSOR shall supply any necessary employees, workers and agents as may be necessary to support EVENT and activities in connection therewith.
- F. Any and all services, facilities, infrastructures and other costs associated with the EVENT or SPONSOR's members in attending the EVENT shall be the responsibility of SPONSOR and/or its members.

#### 8. RULES/REGULATIONS

SPONSOR 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 EVENT is held.

*{OPTIONAL CLAUSE -DELETE AND RENUMBER IF NOT USED}*

#### 9. SCHEDULED TERMINATION AND SPECIAL TERMINATION RIGHTS-BOTH PARTIES

- A. The scheduled termination of this agreement is following the \_\_\_\_\_. After this date this agreement will be considered ended and the parties shall have no obligation whatsoever to continue with this agreement or participate with the holding of the EVENT in Warren County.
- B. After the EVENT for \_\_\_\_\_ and on or before September 1<sup>st</sup> of each year during the term of this agreement, either party shall have the right to terminate this agreement with no further obligation or liability of any kind or nature to continue to perform hereunder, provided the party desiring to terminate this agreement gives written notice to the other party, not later then September 1<sup>st</sup> of each year specifying the reasons for termination. The reasons for termination must be based upon some problem or difficulty with continuing to hold the EVENT in Warren County and may include but not be limited to costs, financial inability to pay costs related to the EVENT, legal



issues or concerns, insurance costs or ability to acquire insurance, public safety concerns, lack of adequate facilities such as hotels or restaurants, failure on the part of the other party to adequately perform the terms of this agreement or other like reasons. The reason may not be solely due to either party receiving better terms for, in the case of the SPONSOR, holding the EVENT elsewhere or, in the case of the COUNTY, supporting another EVENT.

10. DEFEND, INDEMNIFY AND HOLD HARMLESS

The SPONSOR and all participating organizations authorized or organized by Sponsor 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 whosoever arising as a result of the EVENT activities of SPONSOR or the EVENT activities of Third party vendors, clubs or invitees of SPONSOR or authorized by SPONSOR which shall occur by reason of the negligent acts or wrongful acts, errors, omissions, negligence, incompetence, malfeasance and misfeasance of the SPONSOR and/or its authorized third party vendors, clubs or invitees .

11. INSURANCE

The SPONSOR 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, death or property damage arising out of the EVENT or EVENT activities or SPONSOR acts or omissions. The SPONSOR shall further require all participating organizations, clubs, and other entities to likewise provide insurance coverage naming SPONSOR 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 EVENT. 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 SPONSOR 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 SPONSOR 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 SPONSOR 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 SPONSOR's 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 SPONSOR may exercise this cancellation clause. In the event that SPONSOR 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 four (4) of this agreement provided that SPONSOR provides the documentation required under said paragraph four (4).

13. 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.

14. AUTHORITY TO BIND

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

15. GUARANTEE OF PERFORMANCE

The SPONSOR by the execution of this Agreement, guarantees complete performance of the terms and conditions of this Agreement, including any reasonable cost of any repair or restoration of the premises, removal of any garbage, refuse and debris and maintenance of the premises in a reasonable manner. Repair or restoration required hereunder is that defined as necessary or occasioned by damage or wear and tear beyond normal and reasonably expected wear and tear. With respect to SPONSOR, 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 SPONSOR 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.

16. 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.

17. CAPTIONS

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

18. 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:

Joan Parsons, Clerk of the Board of Supervisors  
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: Paul B. Dusek, 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 \_\_\_\_\_  
WILLIAM H. THOMAS, CHAIRMAN  
Board of Supervisors

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

SPONSOR

By \_\_\_\_\_

Date \_\_\_\_\_

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF WARREN     )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
                                      ) ss.:  
COUNTY OF WARREN     )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument

\_\_\_\_\_  
Notary Public

## ***RESOLUTION REQUEST FORM NO. 4***

### ***Request for Extending, Rescinding or Amending Existing Contract***

**DEPARTMENT NAME: Tourism Department**

**DATE: December 1, 2025**

- (a) Purpose of Contract Change: **Amend contract to increase annual funding from \$3,000 to \$5,000**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **Resolution 82 of 2023**
- (c) Name of Contractor: **Up Yonda Farm Environmental Education Center**
- (d) Address of Contractor: **4028 Main Street, Warrensburg, New York 12885**
- (e) Contractor's Contact Person and Telephone Number: **Dean Moore  
518-824-6601**
- (f) Commencement Date of Extension: **Upon Board of Supervisors approval**
- (g) Termination Date of Extension: **Ongoing**
- (h) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Paid annually**)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A 6417.0002.480 Occupancy Tax - Special Events \$5,000**

**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



# Warren County Board of Supervisors

## RESOLUTION NO. 82 OF 2023

**RESOLUTION INTRODUCED BY SUPERVISORS DICKINSON, MERLINO, WILD, GERCI, STROUGH, RUNYON AND DIAMOND**

**AMENDING RESOLUTION NO. 570 OF 2021, AUTHORIZING AGREEMENTS WITH CERTAIN APPLICANTS FOR THE DISBURSEMENT OF 2022 OCCUPANCY TAX REVENUES, TO CHANGE APPLICANT FROM GLENS FALLS NATIONAL TRUST TO UP YONDA ENVIRONMENTAL CENTER**

WHEREAS, pursuant to Resolution No. 570 of 2021, as amended by Resolution No. 136 of 2022, 185 of 2022, 235 of 2022, 346 of 2022, 635 of 2022 and 735 of 2022, the Chair of the Board of Supervisors was authorized and directed to execute standard form Warren County Tourist and Convention Development Agreements for occupancy tax funding with certain applicants, and

WHEREAS, at their January 23, 2023 meeting, the Occupancy Tax Coordination Committee considered and approved the request to change the applicant from Glens Falls National Trust to Up Yonda Environmental Center:

<u><b>Applicant</b></u>	<u><b>Event</b></u>	<u><b>Dates</b></u>	<u><b>Amount of Award</b></u>
Glens Falls National Trust Up Yonda Environmental Center	Support programming for the Summer Nature Programs <i>*continuing on an annual basis until cancelled or materially changed</i>	2023	\$3,000.00 <i>Special Event Funding</i>

now, therefore, be it

RESOLVED, that Resolution No. 570 of 2021, as subsequently amended by Resolution No. 136 of 2022, 185 of 2022, 235 of 2022, 346 of 2022, 635 of 2022 and 735 of 2022 be, and hereby is, amended to authorize the Chair of the Board of Supervisors to execute the standard form Warren County Tourist and Convention Development Agreement with the above referenced applicant, for 2022 funding in the amount of Twenty-Nine Thousand Three Hundred Eighty-Six Dollars and Fifty-Four Cents (\$29,386.54) and to increase the total amount of occupancy tax funding to Eight Hundred Forty Thousand Eight Hundred Eighty-Six Dollars and Fifty-Four Cents (\$840,886.54), to be expended from Budget Code A.6417.0002 480 Tourism/Occupancy, Occupancy Tax, Tourism-Special Events (\$642,886.54); Budget Code A.6417.0002 469.05 Tourism/Occupancy, Occupancy Tax, Municipal Application Funding (\$73,000) and Budget Code A.6417.0002 480.06 Tourism/Occupancy, Occupancy Tax, Tourism-Enhanced Promotion (\$125,000), as listed on the revised attached Schedule "A" with said agreements to be in a form approved by the County Attorney, and be it further

RESOLVED, that other than the changes outlined herein, all other terms and conditions of Resolution No. 570 of 2021, as amended by Resolution No. 136 of 2022, 185 of 2022, 235 of 2022, 346 of 2022, 635 of 2022 and 735 of 2022 will remain the same.



## WARREN COUNTY TOURIST AND CONVENTION DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is 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 UP YONDA FARM ENVIRONMENTAL EDUCATION CENTER, having a mailing address of 4028 Main Street, Warrensburg, New York 12885 (hereinafter called the "SPONSOR").

### RECITALS

1. SPONSOR desires to hold a series of public nature programs and activities in Warren County, New York from January 1, 2024 and continuing on an annual basis until cancelled or materially changed (hereinafter called the "EVENT"). SPONSOR desires to hold the EVENT in Warren County and is looking to utilize the funding to offset the cost of supplies.

2. The COUNTY has established a tourist and convention development program whereby the COUNTY will provide 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. EVENT

SPONSOR represents and agrees that it shall hold the EVENT in Warren County, New York, on the dates and for the reasons set forth in the recital.

#### 2. EVENT ARRANGEMENTS

The SPONSOR represents and warrants that:

- A. All licenses, contracts and/or infrastructure has been or will be arranged for to support the EVENT;
- B. As of the time the application was filed for funding under this Agreement, the SPONSOR has received Seven Hundred Eighty Dollars (\$780) from Glens Falls National Trust;
- C. The number of attendees is projected to be 500.
- D. The number of hotel, motel, inn, bed and breakfast or other overnight accommodations anticipated or projected and the length of stay is anticipated to be: Not applicable;



- E. The following marketing and advertising is planned to occur in the following markets and areas: Facebook, social media and the Warren County website;
- F. The total cost to be borne by SPONSOR for the EVENT is \$0;
- G. The total amount that SPONSOR has calculated that needs to be raised to fund the EVENT and that is currently not available or expected to be available is Three Thousand Dollars (\$3,000);
- H. As a result of the funding, SPONSOR anticipates an end product of low impact for lodging, food and overall economic stimulus for Warren County.

3. PROMOTIONAL AND MARKETING CONSIDERATION FOR COUNTY

- A. The SPONSOR shall use the Warren County Tourism Logo with website provided by the Tourism Department in all promotional and marketing distributed for the EVENT where reimbursement is requested. The use and placement of the logo on the promotional and marketing materials shall be approved by the Tourism Department. Any advertising, promoting and marketing for the EVENT must include the Warren County Tourism logo with website as prerequisite for reimbursement. Radio and Television advertising must mention Warren County as Sponsor and/or show Warren County Tourism logo on TV advertisement.
- B. When the SPONSOR 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. 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.

4. PERFORMANCE REPORT

The SPONSOR shall use reasonable efforts to collect home zip codes from those in attendance at the EVENT funded hereunder. The SPONSOR shall provide to the COUNTY a written report which provides an estimate of the number of attendees with a listing of the number of people from each zip code. Reasonable efforts to collect the information requested hereunder shall be deemed to have been made if the SPONSOR has at least one person at each entrance to the EVENT attempting to collect zip codes. The SPONSOR will also attempt to collect information substantiating the number of rooms used by attendees during the EVENT.

The SPONSOR shall provide to the COUNTY a post-event performance report within sixty (60) days of the EVENT to include overall regional impact and ensure that funding received met appropriate eligible and/or ineligible criteria. The SPONSOR is subject to County audit. Post event performance reports shall also include a one-page evaluation of the EVENT, growth year-to-year (if annual event), final budget, final marketing plan/analysis, marketing reach/demographics, properties

used in the region, number of room nights, zip code analysis of attendees, total number of attendees, locations where Lake George Area brand was used, displayed and/or mentioned and provide examples of funding support that helped expand the visibility and visitations of the Lake George Area.

5. COUNTY FUNDING

In consideration of:

- A. marketing and promotional opportunities,
- B. the benefit to be derived by the communities, businesses and residents of Warren County;
- C. the terms of this AGREEMENT;
- D. an incentive to the SPONSOR to hold the EVENT in Warren County, and
- E. the performance report,

the COUNTY shall pay the sum of Three Thousand Dollars (\$3,000) to SPONSOR for use in offsetting expenses for the EVENT. Upon the occurrence and conclusion of the event, such sum shall be payable, within twenty seven (27) days of the SPONSOR furnishing to the COUNTY:

- (i) a complete and properly executed County Voucher;
- (ii) proof (copies of ads, invoices etc. - not paid receipts or canceled checks) that the marketing and promotional opportunities were provided to the COUNTY as required under this AGREEMENT other than those previously submitted and paid;
- (iii) the performance report; and
- (iv) a final budget for the EVENT or upon special consideration as approved by the Tourism and Occupancy Tax Committee.

Upon submission of paid receipts and the appropriate voucher, the COUNTY will reimburse SPONSOR up to fifty percent (50%) for each promotional item purchased by the SPONSOR prior to this event.[See 7G Below] In no event shall the monies advanced exceed the amount allocated by the COUNTY.

If the event does not occur, the COUNTY is to be immediately and fully reimbursed for any monies expended.

6. COUNTY LIMITATION OF RESPONSIBILITY

- A. SPONSOR 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 SPONSOR'S EVENT . It is understood and agreed that these are matters that SPONSOR must undertake to examine and determine whether such is suitable, adequate, available or otherwise acceptable to SPONSOR. SPONSOR 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. The COUNTY shall not be required to furnish any services or do any work under this AGREEMENT.
- C. Any and all other costs associated with the EVENT or SPONSOR's members in attending the EVENT shall, accordingly, be the responsibility of SPONSOR 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 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.

7. SPONSOR OBLIGATIONS

- A. The SPONSOR 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 SPONSOR in connection with the selection of Warren County as the EVENT site.
- B. The SPONSOR 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 SPONSOR shall further ensure that all licensees or permittees have obtained required insurance coverage and submitted proof of such coverage at least ninety (90) days prior to the EVENT. The SPONSOR shall have the obligation of compliance with Federal, State and Local Laws in connection with the EVENT and activities occurring in connection therewith.
- C. In the event the SPONSOR or any guest or member of the public shall cause any damage to municipal property, the SPONSOR 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 EVENT and other activities authorized by the SPONSOR shall be removed and properly disposed of by SPONSOR or the Vendors or SPONSORS of the other activities.
- E. The SPONSOR shall supply any necessary employees, workers and agents as may be necessary to support EVENT and activities in connection therewith.
- F. Any and all services, facilities, infrastructures and other costs associated with the EVENT or SPONSOR's members in attending the EVENT shall be the responsibility of SPONSOR and/or its members.
- G. If applicable, the SPONSOR not shall submit to any other municipality or municipalities (Town, Village or City) a request for reimbursement of costs associated with the 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. In accordance with paragraph 2. H. herein, SPONSOR shall provide the end product, if any, 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.

8. RULES/REGULATIONS

SPONSOR 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 EVENT is held.

9. DEFEND, INDEMNIFY AND HOLD HARMLESS

To the fullest extent permitted by law, SPONSOR shall indemnify, hold harmless and defend the COUNTY, its Board, officers and employees against any and all losses, claims, actions, demands, damages, liabilities, or expenses, 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 Board, officers and employees for damages because

of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including SPONSOR'S employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance or non-performance of the event or from any of the acts or omissions on the part of the SPONSOR, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

SPONSOR shall upon the COUNTY's demand, promptly and diligently defend at SPONSOR's sole risk and expense, ay and all suits, actions, or proceedings which may be brought or instituted against the COUNTY to provide defense under this paragraph and SPONSOR shall pay and satisfy any judgment decree loss or settlement in connection therewith.

SPONSOR shall, and shall cause SPONSOR's officers, employees and agents to cooperate with the COUNTY in connection with the investigation defense or prosecution of any action, suit or proceeding related to the subject matter of this AGREEMENT.

Any type of discrimination and harassment is against Warren County policy and is unlawful. SPONSOR acknowledges and agrees that it has read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship. This Agreement incorporates the entire Policy as a material term of this Agreement. SPONSOR shall follow the Policy in its entirety. If a complaint does arise, SPONSOR is to notify Warren County promptly. To the fullest extent permitted by law, SPONSOR shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defend, resulting from SPONSOR and/or agent's breach of this Policy.

#### 10. INSURANCE

The SPONSOR 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 EVENT activities or SPONSOR acts or omissions. The SPONSOR shall further require all participating organizations, clubs, and other entities to likewise provide insurance coverage naming SPONSOR 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 EVENT. 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 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.

SPONSOR 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 SPONSOR to liability for damages, indemnification and other legal remedies available to the COUNTY.

The SPONSOR 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 SPONSOR 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.

SPONSOR is to provide the COUNTY, upon request and not later than prior to the commencement of the EVENT, with Certificates of Insurance evidencing that the above requirements have been met. In addition to the foregoing, the COUNTY may, at any time, request a copy of the insurance policies providing the coverage required herein and the SPONSOR shall, within ten (10) days, furnish copies of said policies.

#### 11. 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 SPONSOR 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 SPONSOR for a cancellation of the EVENT for the reasons set forth herein. The mere lack of or adequacy of hotels, restaurants, or like facilities shall not be a basis upon which SPONSOR may exercise this cancellation clause. In the event that SPONSOR 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 five (5) of this AGREEMENT provided that SPONSOR provides the documentation required under said paragraph five (5).

12. TERMINATION

This AGREEMENT shall remain in force and in effect unless amended by mutual AGREEMENT of the parties or until terminated by either party 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.

If SPONSOR terminates this Agreement after funding has been provided, SPONSOR must reimburse the COUNTY for all expenses awarded.

13. 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.

14. AUTHORITY TO BIND

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

15. GUARANTEE OF PERFORMANCE

The SPONSOR by the execution of this AGREEMENT, guarantees complete performance of the terms and conditions of this AGREEMENT, including any reasonable cost of any repair or restoration of the premises, removal of any garbage, refuse and debris and maintenance of the premises in a reasonable manner. Repair or restoration required hereunder is that defined as necessary or occasioned by damage or wear and tear beyond normal and reasonably expected wear and tear. With respect to SPONSOR, 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 SPONSOR 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.

16. 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.

17. GOVERNING LAW

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

18. NON-ASSIGNMENT

The SPONSOR 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 prior written consent of the Warren County Board of Supervisors.

19. CAPTIONS

The captions used in this document 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 SPONSOR:

Kevin Hajos, Superintendent  
Warren County Public Works  
4028 Main Street  
Warrensburg, New York 12885

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

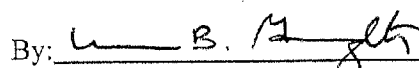
This AGREEMENT may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this AGREEMENT and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

Approved as to Form:

  
Assistant County Attorney

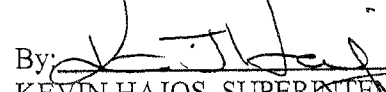
COUNTY OF WARREN

By:   
KEVIN B. GERAGHTY, CHAIRMAN  
Warren County Board of Supervisors

Date:  5/5/24

Date: 2/6/24

UP YONDA FARM ENVIRONMENTAL  
EDUCATION CENTER

By:   
KEVIN HAJOS, SUPERINTENDENT  
Department of Public Works

Date: 2/21/24



# ***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: December 1, 2025**

- (a) Purpose of Request: To appropriate \$5,000 from A 881.00 Reserve, Occupancy Tax to  
A. 6417. 0001 424 Tourism - Postage
  
- (b) Details: To pay postage invoices for the remainder of the year.
  
- (c) Previous Resolution Number: NA
  
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and  
Amount: A 881.00 Reserve, Occupancy Tax \$5,000.00

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

\* as listed in budget and LOGOS



## ***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: December 1, 2025**

- (a) Purpose of Request: To appropriate \$1,601.01 from A 881.00 Reserve, Occupancy Tax to A. 6417. 0001 470 Tourism - Contracts
  
- (b) Details: For the addition of a business promotion module component to the Warren County Tourism Department's website, visitlakegeorge.com.
  
- (c) Previous Resolution Number: NA
  
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount: A 881.00 Reserve, Occupancy Tax \$1,601.01

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

\* as listed in budget and LOGOS