

## **Operation and Management Agreement Between the New York State Olympic Regional Development Authority and the Town of North Elba**

This Agreement is made this \_\_\_\_ day of \_\_\_\_, 2025 by and between the New York State Olympic Regional Development Authority (“Olympic Authority”), a public benefit corporation and public authority of the State of New York with its principal offices located at 37 Church Street, Lake Placid, NY, 12946, and the Town Board of the Town of North Elba as Trustee for the Town of North Elba Public Parks and Playground District (the “Town”), a municipal corporation with its principal offices located at 2693 Main Street, Lake Placid, NY, 12946 (each a “Party” and collectively, the “Parties”).

### **RECITALS**

**WHEREAS**, pursuant to Public Authorities Law Article 8, Title 28 (“Enabling Legislation”), in 1981 the Olympic Authority was created to operate, manage, and maintain certain facilities that up to that time had been owned and operated by the Town of North Elba Public Parks & Playground District (the “District”); and

**WHEREAS**, those facilities consisted of the arena complex now known as the Olympic Center and the Olympic speed skating oval (“Oval”), both located in the Village of Lake Placid (the “Village”), and the Olympic Jumping Complex located in the Town of North Elba (referenced in the Public Authorities Law as the ski jump facilities located at Intervale) (collectively, and solely for the purposes of this Agreement, the “Olympic facilities”); and

**WHEREAS**, pursuant to the mandate and authority set forth in Public Authorities Law § 2612, in 1982, the Town and the Olympic Authority entered into an agreement (“Original Agreement”) for the management and maintenance of the participating Olympic facilities;<sup>1</sup> and

**WHEREAS**, in accordance with Public Authorities Law § 2612 (1), the term of the Original Agreement was not to exceed twenty (20) years, as a result of which the Parties acknowledge and agree it expired by law in 2002; and

**WHEREAS**, since that time, the Parties have entered into subsequent agreements to amend and/or extend the Original Agreement and to otherwise provide for the Olympic Authority’s continued operation and management of the participating Olympic facilities, and the Parties have continued to work cooperatively and in good faith to carry out the spirit and intent of the Enabling Legislation; and

**WHEREAS**, the Parties desire to continue the partnership under which the Olympic Authority has operated, managed, and maintained the participating Olympic facilities for the benefit of the Village and the Town, all levels of athletes who utilize the participating Olympic facilities for recreation, training, and competition, and for the benefit of the general public, all in accordance with both the Mission of the Olympic Authority and Legislative Findings set forth in the Enabling Legislation at Public Authorities Law § 2606; and

**WHEREAS**, the Parties have proposed certain amendments (the “Proposed Amendments”) to Article 8, Title 28 of the Public Authorities Law to, among other things, authorize the entry by the Parties into this Agreement containing the terms and conditions set forth herein; and

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<sup>1</sup> The Town entered into the Original Agreement as Trustee for the District, a special district created by the Laws of 1928, Ch. 477, as a taxing district within the Town for the purpose of constructing and supporting a variety of recreational park and playground facilities. Pursuant to this legislation, the Town is the financial trustee for the District, holds land in trust for the District, and exercises care and control of the District.

**WHEREAS**, the Parties agree that this Agreement shall be effective upon the Effective Date of the Proposed Amendments;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Town and the Olympic Authority hereby agree as follows:

1. **TERM.** The Term of this Agreement shall be twenty (20) years with an option to renew up to an additional twenty-year (20-year) term “Renewal Term”.
  - a. On at least a five-year (5-year) basis during the Term and any Renewal Term, the Parties will review and discuss the need for any amendments or updates to this Agreement.
  - b. At least two (2) years prior to the expiration date of the Term of this Agreement, the Parties agree to undertake a review of its terms and to cooperatively determine whether to enter into a Renewal Term and, if so, to negotiate the terms of a Renewed Agreement.
  - c. If the Parties agree to enter into a Renewed Agreement, at least two (2) years prior to the expiration of any Renewal Term, the Parties agree to undertake a review of both the legislation authorizing this Agreement and a Renewed Agreement, and the terms of the Renewed Agreement, and determine whether to seek legislation authorizing future agreements between the Parties for the continued operation and management of the participating Olympic facilities.
  - d. In the event that the Parties determine to continue the partnership under which the Olympic Authority operates, manages, and maintains the participating Olympic facilities, the Parties shall negotiate both the terms of authorizing legislation and the terms of a new agreement, prior to the expiration date of any Renewed Agreement and the Proposed Amendments.

**2. DESCRIPTION OF THE PREMISES.**

- a. The Parties agree that the terms of this Agreement encompass the following facilities and grounds, all as more particularly described in Exhibit 1 attached hereto and incorporated herein:
  1. The Olympic Center, encompassing the 1932, 1980, and USA indoor ice rinks and the Lake Placid Conference Center, Miracle Plaza, Roemer’s Café, the retail center, and the Lake Placid Museum;
  2. The parking lots adjacent to the Olympic Center;
  3. The James C. Sheffield speed skating Oval, including the timing building complex;
  4. At the Olympic Jumping Complex, all of the ski jumps, the Intervale Lodge the pool and pool building, the ticket booth, the zip line and gondola, and the parking lots and fields adjacent to the buildings and attractions at the Olympic Jumping Complex.
- b. The Olympic Authority agrees that the facilities and grounds described herein have been and are being provided by the Town on behalf of the District in their “AS IS” condition.

### **3. DESCRIPTION OF PROPERTY AND EQUIPMENT.**

- a. The Olympic Authority has compiled and maintains an inventory of the buildings and appurtenances that it operates and maintains pursuant to the Original Agreement with the Town, as well as their market value. The Town recognizes that the Olympic Authority and the State of New York have made significant investments in the maintenance and improvement of the participating Olympic facilities.
- b. The Olympic Authority has compiled and maintains one or more inventories of vehicles, equipment, and other personal property that are part of its operation and maintenance of the participating Olympic facilities.

### **4. FEES AND COMPENSATION.**

1. The Parties agree that in accordance with the Proposed Amendments, in support of the cost to the Olympic Authority and the State of operating and managing the participating Olympic facilities, and the economic value that is provided to the Town, the Village of Lake Placid, and the surrounding communities by doing so, for the first fiscal year of the Term of this Agreement, the Town on behalf of the District agrees to pay the Olympic Authority the sum of five hundred thousand dollars (\$500,000.00) to manage the properties that are the subject of this Agreement, which such fee shall increase by 2% once every five (5) years throughout the Term of this Agreement, which shall result in the following payment schedule:
  1. 2026 - 2030: \$500,000 per year;
  2. 2031 - 2036: \$510,000 per year;
  3. 2037 - 2041: \$520,200 per year;
  4. 2041 - 2046: \$530,604 per year.
- b. In the event that the Parties enter into a Renewal Agreement, they shall negotiate the fee structure for the Renewal Term based on a reevaluation at that time of the cost to the Olympic Authority and the State of operating and managing the participating Olympic facilities, and of the economic value that is provided to the Town, the Village of Lake Placid, and the surrounding communities by doing so.
- c. The Town shall remit such payment to the Olympic Authority by no later than March 31 of each fiscal year.
- d. In addition, the Town on behalf of the District agrees that it will provide such in-kind services to the Olympic Authority as the use of the Horse Show Grounds for event parking, and other assistance with the operation and maintenance of the Olympic facilities and related events. The Parties agree to work cooperatively and in good faith to identify such services as are reasonable and feasible for the Town to provide within the resources available to it.
- e. The Town acknowledges and agrees that pursuant to its obligation under Public Authorities Law § 2606, the Olympic Authority has an obligation to operate and manage all of its venues, including the Olympic facilities, in a manner that maximizes revenue and minimizes the burden on State and local governments to provide for their support and use. Accordingly, the Town

agrees that the Olympic Authority may engage in any and all such activities as it is legally authorized to undertake to meet this statutory obligation, including but not limited to advertising and marketing the Olympic facilities, obtaining sponsors and undertaking all activations that are part of negotiated sponsorship agreements, holding competitions, events, camps, and other activities at the Olympic facilities, and entering into use agreements with third parties who wish to use the space or facilities at the Olympic facilities, and that all revenues derived from such activities are the property of the Olympic Authority.

**5. IMPROVEMENTS AND REPAIRS; UTILITIES AND OPERATIONAL EXPENSES.**

- a. The Parties agree that, subject to compliance with all applicable laws, rules, and regulations, the Olympic Authority has the right to undertake repairs and improvements to the Olympic facilities as necessary to maximize their condition for the safe benefit and enjoyment of all users. Through the process referenced in Section 7.f. and 7.g. herein, the Olympic Authority agrees to communicate regularly with the Town and to provide timely and relevant information about its plans for such repairs and/or improvements to the Olympic facilities.
- b. The Olympic Authority agrees that it will be solely responsible for the payment of utilities and all operational expenses associated with the operation and maintenance of the Olympic facilities.

**6. NEITHER PARTY TO BE RESPONSIBLE FOR THE INDEBTEDNESS OF THE OTHER.**

- a. The Parties agree that the Olympic Authority will not be responsible in any manner for any prior or existing bonded indebtedness, obligations, debts, or liens relating to the construction, maintenance, or repair of the Olympic facilities, which such pre-existing indebtedness, obligations, debts, or liens remain the obligation of the District and as to which the Town agrees, as Trustee for the District, to fully indemnify, defend, and hold the Olympic Authority harmless from any claims, liabilities, or obligations arising therefrom.
- b. The Parties agree that upon the Termination of this Agreement, the Town as trustee for the District will not be responsible or liable for any indebtedness, obligations, debts, or liens relating to any construction, renovations, capital improvements, or maintenance or repair expenses incurred by the Olympic Authority with respect to the Olympic facilities, which such indebtedness, obligations, debts, or liens remain the obligation of the Olympic Authority and as to which the Olympic Authority agrees to fully indemnify, defend, and hold the Town as trustee for the District harmless from any claims, liabilities, or obligations arising therefrom.

**7. ACCESS TO AND USE OF THE OLYMPIC FACILITIES.**

- a. The Parties recognize and agree that as is required by Public Authorities Law § 2612 (b), (c), the Original Agreement provided for the continued use of the Olympic facilities by groups previously granted historical access to the use of these facilities in the same space and at the same level of use as had been provided by the Park District in the year prior to the date of the Original Agreement. The Parties further recognize and agree that with limited exception, through the passage of time the facility spaces have been significantly altered, and that in addition many of the historical groups no longer exist or have been significantly reduced in

size and function, others have come into being, and there are many community groups who seek to utilize the Olympic facilities. Accordingly, in addition to the specific entities identified in this Section 7, the Parties agree to work cooperatively to provide access to local community members in a manner that meets both their needs and the operational needs of the Olympic Authority.

b. Lake Placid Central School District

1. The Parties agree and acknowledge that in 1981, the Town as Trustee for the District entered into an agreement (the “School District Agreement”) with the Lake Placid School District (the “School District”) that is effective until November 20, 2028, and which sets forth the respective rights and responsibilities of the Town and the School District with respect to the use of the School District grounds on which the Oval is located.<sup>2</sup>
2. The Parties further agree and acknowledge that the terms of the Original Agreement included the assumption by the Olympic Authority of the responsibility for adhering to the terms of the School District Agreement, among others.
3. The Parties further agree and acknowledge that the terms of the School District Agreement includes the provision that from approximately November through April 1 of each year, with certain exceptions, the Olympic Authority is entitled to the sole and exclusive use of the premises covered by the School District Agreement, and that from April 1 of each year until approximately November, the School District is entitled to the exclusive use of the premises.

c. Lake Placid Olympic Museum

1. In 2021, as part of the comprehensive renovation of the Olympic Complex, the Olympic Authority entered into an agreement with the Lake Placid Olympic Museum (LPOM), whose mission it is to educate the world about the Olympic movement and Lake Placid's rich winter sports history in order to promote the values of the Olympic Games to the broadest possible audience.
2. The LPOM has historically occupied space in the Olympic Complex. As a result of the renovations, the agreement between the Olympic Authority and the LPOM allocated a total of 5,151 square feet of space in the lobby of the new public entrance to the OC, which such space consists of 4,280 square feet of museum space, 312 square feet of museum offices, and 559 square feet of archive storage for the exclusive use of the LPOM.

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<sup>2</sup> In 2021 the Olympic Authority worked with the School District to clarify the location of the boundary line that separates the Oval into School District and Town property. Pursuant to the terms of the Notice and Agreement: Town of North Elba – Lake Placid School District – Olympic Regional Development Authority: Town’s Consent to Capital Improvements; Use and Occupancy of the James G. Sheffield 400-Meter Speed Skating Oval agreement, the boundary line was revised as reflected in Exhibit 3 of that document, and the deed reflecting the corrected line has been filed in the Clerk’s Office of the Town of North Elba.

3. Under the terms of its agreement with the LPOM, the responsibilities of the Olympic Authority include the ongoing support of the museum through marketing, staffing, and the maintenance and support of the space in which the museum is located.
  4. The Parties agree that during the term of this Agreement and any Renewed Agreement, the Olympic Authority will retain the right to continue its agreement for the siting and operation of the LPOM in the Olympic Complex, which provides an economic tourism benefit to the businesses and residents in and around the Town and the Village of Lake Placid.
- d. Prior Existing Recreational Use: The following schools and organizations were included in the Original Agreement. The Parties agree that the Olympic Authority will continue to adhere to the applicable terms of the Public Authorities Law regarding access by these schools and organizations:
1. Lake Placid Youth Athletic Association (formerly the Lake Placid Pee Wee Athletic Association);
  2. Lake Placid Ski Club;
  3. Skating Club of Lake Placid;
  4. Lake Placid and Saranac Lake Central School Districts;
  5. Northwood School;
  6. North Country Community College.
- e. Certain Additional Access for Lake Placid Central School District Students and Teams: The Olympic Authority agrees that it will continue the practice of providing Lake Placid School District students with skating passes to the Oval, at no charge, and that the Middle and High School cross-country ski teams will continue to be provided with the use of the cross-country ski facilities at Mt Van Hoevenberg free of charge. The Town agrees that on an annual basis it will work with the Lake Placid School Central District to identify the number of passes needed for access to the Oval, which shall be provided by the Olympic Authority for distribution to students by the Lake Placid School District to its students.
- f. ROOST: The Olympic Authority agrees that it will enter into an agreement with the Town and with the Regional Office for Sustainable Tourism (“ROOST”), a not-for-profit marketing organization that promotes Essex County, New York as a tourism destination, for the continued use by ROOST of the offices located on the first floor of the Olympic Conference Center in Lake Placid.
- g. Community Engagement and Communication: The Town and the Olympic Authority agree to implement a process by which the Town of North Elba community is kept informed of and, where appropriate, is provided with the opportunity to give input for the Olympic Authority’s consideration with regard to the activities and events planned for, and the operation of, the Olympic facilities.
- h. Inspection of the Olympic facilities: Upon at least twenty-four (24) hours written notice by the Town to the Olympic Authority, the Town shall have the right to inspect any participating Olympic facility for any purpose consistent with the rights and obligations of the Parties

pursuant to the terms of this Agreement and any Renewed Agreement, subject to the following conditions:

1. The Olympic Authority will have staff who accompany any Town officials, employees, and/or agents (Town Members) who are part of such inspection, including but not limited to the General Manager of the facility and/or any of their designees, and/or staff from the Office of Environmental, Planning and Construction (Olympic Authority Members);
2. The Town Members will comply with all directions of the Olympic Authority Members with respect to the use of any Personal Protective Equipment that may be necessary to enter specific areas of any facility, and any other directives of the Olympic Authority Members that are necessary to protect the health and safety of Town Members, Olympic Authority staff, and/or members of the general public;
3. In carrying out the inspection the Town Members will not disrupt the operations of any facility that may be ongoing at the time of such inspection, and if as a result of such operations any part of a facility may not be available for inspection, the Town agrees to cooperate with the Olympic Authority in scheduling an alternative date for the inspection or any part of it.

#### **8. INSURANCE AND INDEMNIFICATION.**

- a. Insurance. The Olympic Authority agrees to obtain and maintain the appropriate insurance coverage for the Olympic facilities and to name the Town as an additional insured. The coverages in effect for the current coverage year are reflected in Exhibit 2 hereto. The Parties agree that on an annual basis the Olympic Authority will work with its broker to identify and obtain all appropriate insurance coverages, and that upon request the Olympic Authority will provide the Town with certificates of insurance and/or information relevant to the provision of such coverage.
- b. Indemnity.
  1. The Town on behalf of the District agrees to defend, indemnify, and hold harmless ORDA and the any Additional Insured, as applicable, and their officers, employees, agents, and assigns (“the Olympic Authority Indemnitees”) from and against all claims, suits, losses, damage, or injury to persons or property of whatsoever kind and nature, whether direct or indirect, to the extent caused by any negligent, grossly negligent, reckless, intentional, or willful act or omission of the Town, its officers, employees, agents, and/or invitees arising out of any failure by the Town to comply with the terms and conditions set forth in this Agreement; provided, however, that the Town’s indemnity will not extend to any claims, suits, losses, damage, or injury to persons or property attributable to the negligence, failure to act, gross negligence, intentional or willful misconduct of the Olympic authority, its officers, employees, or agents, or any Olympic Authority Indemnitee.
  2. Except where the provisions of subsection 8.b.3. herein applies, the Olympic Authority agrees to defend, indemnify, and hold harmless the Town and their officers, employees, agents, and assigns (“the Town Indemnitees”) from and against all claims, suits, losses,

damage, or injury to persons or property of whatsoever kind and nature, whether direct or indirect, that are caused by any negligent, grossly negligent, reckless, intentional, or willful act or omission by the Olympic Authority, its employees or agents, arising out of the Olympic Authority's obligations under the terms of this Agreement, provided however, that the Olympic Authority's indemnity will not extend to any claims, suits, losses, damage, or injury to persons or property attributable to the negligence, failure to act, gross negligence, intentional or willful misconduct of the Town, its officers, employees, or agents, or any Town Indemnitee.

3. Subject to the availability of lawful appropriations and consistent with section 8 of the Court of Claims Act, the Olympic Authority shall hold the Town harmless from and indemnify the Town for any final judgment of a court of competent jurisdiction to the extent attributable to the negligent act, failure to act, gross negligence, intentional or willful misconduct of the Olympic Authority or its officers or employees, arising out of the performance of this Agreement, when acting within the course and scope of their employment.
4. Notwithstanding anything to the contrary, neither Party shall be liable to the other Party, the Olympic Authority Indemnitees, or the Town Indemnitees for any indirect, incidental, punitive, exemplary, special, liquidated or consequential damages.
5. This defense and indemnity provision shall survive termination or expiration of this Agreement. If any proceeding is filed for which indemnity is required hereunder, the Town or the Olympic Authority, as applicable, agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost except that for any claim for which jurisdiction is in the New York State Court of Claims, the Town understands and agrees that it will not be provided with a defense, and that in the event of a concurrent lawsuit against the Town in a court of competent jurisdiction, any obligation of the Olympic Authority to indemnify the Town is subject to section 8.b.3. herein.

**9. DISPUTE RESOLUTION.** It shall be the intent of the Parties to work in good faith to avoid disputes and resolve any disagreements in carrying out the terms and conditions of this Agreement. In the event, however, that a conflict or dispute arises and the Parties are not able to arrive at a resolution in a timely and satisfactory manner, the following dispute resolution procedure shall be followed:

- a. The Town and Olympic Authority contacts for the purposes of this Agreement per the Notice provision in Section 11 herein, shall confer with each other and with the relevant staff of both the Olympic Authority and the Town who have knowledge of the circumstances of the dispute, and will use reasonable efforts to resolve the dispute.
- b. In the event the dispute cannot be resolved within seven (7) days of the date that it came to the attention of the one or both of the contacts for each Party, the contact(s) shall notify the President & CEO of the Olympic Authority and the Supervisor of the Town of North Elba, who shall work together to try to resolve the dispute.

- c. The Parties agree and understand that pursuant to the process set forth herein, the intent is that all disputes be resolved to the maximum extent possible at the staff level, to be raised to the executive level for assisting the Parties in making good faith efforts to reach a resolution. If the dispute still cannot be resolved and involves any issue that may constitute a material breach of the terms of this Agreement, then either Party may give notice to the other pursuant to the process set forth in Section 11 herein.
- d. Notwithstanding anything to the contrary contained herein, failure of the Parties to reach agreement on any dispute shall not be a breach or default of this Agreement by any Party, so long as such Party uses good faith efforts to reach resolution of such dispute and follows the dispute resolution process set forth in this Section.

## **10. TERMINATION AND EVENTS UPON TERMINATION.**

- a. Subject to the renewal provisions of Section I of this Agreement, the Parties agree that this Agreement shall remain in full force and effect unless either Party materially breaches the terms of this Agreement, the Parties cannot obtain legislative authority to enter into future agreements, or the Olympic Authority fails to maintain its corporate existence or is unwilling or unable to continue operating and managing the Olympic facilities. In that event, the Parties shall work collaboratively to identify and address any remaining obligations and to take such steps as may be necessary to wind down the operations of the Olympic Authority at the Olympic facilities. This collaborative process may include, but not be limited to, the following measures:
  - 1. Legislation: The Parties shall undertake a comprehensive review of relevant statutes and regulations that may govern the Olympic Authority and the Olympic facilities, and shall work together to draft and propose any legislation or legislative changes as may be necessary to facilitate an orderly termination of the Olympic Authority's operations at the Olympic facilities.
  - 2. Financial Audit and Liabilities: The Parties will conduct a thorough financial audit with respect to the Olympic facilities to ascertain the complete financial standing of the Olympic Authority with respect to these facilities at the time of termination, including relevant assets, liabilities, and ongoing financial obligations.
  - 3. Assessment of Legal Obligations: The Parties will conduct a full review of all ongoing legal obligations involving the Olympic facilities that the Olympic Authority must fulfill, such as contractual duties, regulatory compliance requirements, or any pending or potential litigation involving the Olympic Authority, and shall work together with other relevant bodies of government to determine how to address such outstanding legal matters.
  - 4. Stakeholder Communication and Management: The Parties will develop a communication plan to keep all stakeholders, including employees, contractors, sponsors, and the public, informed throughout the termination process.

5. Data Management and Archives: The Parties shall secure and manage all of the Olympic Authority's organizational records for the Olympic facilities, ensuring that sensitive information is protected during any transfer, storage, or destruction processes as may be necessary to provide for the appropriate disposition of such records. All Olympic Authority documents, records, and other data will be reviewed and managed in accordance with New York's General Retention and Disposition Schedule for Government Records.<sup>3</sup>
  6. Status of Employees: The Parties will undertake a detailed assessment of the employment contracts and status of all employees of the Olympic Authority at the Olympic facilities. The Parties agree to undertake every effort within their respective authority to provide for the fair and equitable treatment of such employees at the time of the termination of the Olympic Authority's management and operation of the Olympic facilities, which shall include an assessment of any opportunities for reassignment or priority in hiring in other government agencies or authorities, or successor organizations, as applicable.
- b. Upon termination of the Olympic Authority's operations of the Olympic facilities in accordance with this Article 10, either Party may provide the other with thirty (30) days advance written notice of the intent to terminate this Agreement. Upon receipt of such notice, neither Party shall enter into or otherwise create new obligations related to this Agreement without the written consent of the other Party. Both Parties agree to enter into good faith negotiations with each other and with any other necessary parties in an attempt to resolve any matters that may have led to the issuance of the termination notice. In the event that resolution cannot be achieved, the Parties agree to work together in good faith to provide for an orderly resolution of the obligations incorporated in this Agreement. Termination of this Agreement will be effective only after the termination of the Olympic Authority's operations at the Olympic facilities has occurred in accordance with all applicable legal requirements, and agreement has been reached by the Parties regarding any outstanding obligations of either Party under the terms of this Agreement.
1. The Town agrees that in the event that the Parties terminate this Agreement or any Renewed Agreement, the Olympic Authority will retain all vehicles, equipment, and other personal property that is reflected in the inventory(ies) it maintains, as of the date of such termination.
  2. With respect to the buildings and appurtenances, the Parties agree to follow the process identified in this Section 10, Termination.
- c. Upon the termination of the Olympic Authority's operation of the Olympic facilities, in accordance with the provisions of Public Authorities Law §§ 2610 (5), 2612 (2) (d), (g), and §2619 the Parties agree that:

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<sup>3</sup> See General Retention and Disposition Schedule for New York State Government Records, 2016, [https://www.archives.nysed.gov/sites/archives/files/general-schedule\\_2016.pdf](https://www.archives.nysed.gov/sites/archives/files/general-schedule_2016.pdf) (last visited May 13, 2024)

1. Title and possession of any personal property, including any replacements or substitutions thereof, that is owned by the Olympic Authority and used exclusively in connection with a Facility administered, owned, or supervised by the District shall vest in the District upon termination. The District shall accept such personal property in its condition at the time of termination.
  2. The District shall receive fifty percent of any monies that may remain in the Capital Repair and Improvement Account at the time this Agreement is terminated.
- d. The Parties agree that in the event of Termination and the cessation of the Olympic Authority's operation and management of the Olympic facilities, the facilities infrastructure will remain "as is" at the time of Termination and the reversion of the Olympic facilities back to the District's operation and management.

**11. NOTICES.** Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either Party, the same shall be given or directed to the respective Party at its address as set forth below, or at such other addresses as either party may, from time to time, designate by written notice to the other, and unless otherwise mutually agreed between the Parties in writing, notice shall be deemed to have been properly given and shall be deemed effective upon receipt when (i) delivered by email or (ii) when deposited in the United States mail.

- a. Notices to the Olympic Authority shall be delivered to:

President & CEO  
New York State Olympic Regional Development Authority  
37 Church Street  
Lake Placid, New York 12946

- b. Notices to the Town of North Elba shall be delivered to:

Town Supervisor  
Town of North Elba  
2693 Main Street  
Lake Placid, New York 12946

**12. MISCELLANEOUS.**

- a. Compliance with applicable laws. The Parties agree that each shall comply with the applicable requirements of all laws, orders, and regulations of relevant Federal, State, County, or other municipal authorities pertaining to the participating Olympic facilities that are the subject of this Agreement and any Renewed Agreement.
- b. Amendments. This Agreement may not be amended or modified except upon the mutual written consent and agreement of the Parties, or as otherwise expressly set forth in the Agreement.
- c. Entire Agreement. This Agreement and all appendices or schedules attached hereto constitute the entire agreement of the Parties and replaces any and all prior agreements or understandings

by either of the Parties or between the Parties, whether written or oral, relating in any way to the subject matter of this Agreement.

- d. Assignments. This Agreement shall be final and binding upon and shall inure to the benefit of the Parties and their agents, successors, representatives, licensees, and assigns. This Agreement, to include the benefits, rights, duties, or obligations contained herein, may not be assigned, transferred or conveyed by either Party without the prior written approval of the other Party. In the event that an unauthorized assignment or conveyance of rights is made by a Party, (i) the non-assigning Party may terminate this Agreement immediately upon written notice to the other Party and without being required to initiate the notice and cure process set forth in Section 1.9.2 herein. Upon any such termination, the non-assigning Party shall be relieved of its obligations under this Agreement and discharged from any and all further liability and/or obligations arising out of this Agreement. In the event that this Agreement is terminated pursuant to an unauthorized assignment by a Party, any monies due and owing under the terms of this Agreement shall be prorated and paid to the Party owed such sum(s).
- e. Severability. In the event that one or more of the provisions of this Agreement shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in effect, such provision(s) shall have no effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision(s) was never contained in herein.
- f. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action at law, or in equity, for the enforcement of this Agreement or any dispute arising in connection therewith, shall be commenced in Essex County Supreme Court.
- g. Prohibiting State Contracts with Entities that Support Discrimination. Pursuant to Executive Order No. 177, ORDA is prohibited from entering into contracts with entities that have institutional policies or practices that fail to address the harassment of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability or other protected basis. The Town on behalf of the District hereby represents and warrants that it has enacted policies or practices that are designed to prevent such harassment or discrimination.
- h. Service of Process. The Town on behalf of the District hereby consents to service of process allowed by the State of New York Civil Practice Law & Rules (“CPLR”). The Town on behalf of the District will have thirty (30) calendar days after service hereunder is complete within which to respond.
- i. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- j. Relationship of Parties. The Parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, or agency relationship between ORDA and the Town, and neither Party shall have the authority to bind the other in any respect.

- k. Force Majeure. Should either the Town or ORDA be prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by disruption due to unforeseen or unavoidable circumstances including but not limited to: unforeseen or unavoidable construction activities, strikes, labor disputes, Acts of God including but not limited to adverse or hazardous weather events or conditions, war, terrorism, government restrictions including but not limited to those resulting from a government-declared pandemic or epidemic, judicial orders, fire or other casualty, civil commotion, or other similar causes beyond its reasonable control, or if performance hereunder would foreseeably involve either party in or subject it to the effects of a labor dispute and the party therefore withholds or delays performance, making it illegal or impossible to provide or use the facilities, it shall have no liability for a failure to perform under or comply with the terms of this Agreement. In such instances, the Party asserting a force majeure event shall not have any further obligation under the Agreement. Each Party shall have no other recourse against the Party asserting the force majeure event except to obtain monies for services already rendered under the Agreement or to obtain refunds of monies paid for services yet to be performed except that, Town and ORDA agree to make best efforts to resume performance as soon as practicable and/or resolve any issues or conflicts, including those resulting from a force majeure event, in a manner consistent with the dispute resolution processes provided for herein, and not inconsistent with the spirit of this Agreement.
1. Warranties/Undertakings. Each Party warrants and represents to the other Party as follows:
1. Such Party is duly organized and validly existing under applicable state and/or federal laws;
  2. Such Party has the power to enter into and perform its respective obligations under this contract;
  3. Such Party has obtained or applied for all necessary consents, licenses and/or other necessary approvals in connection with the entry into and performance of its specified obligations under this Agreement;
  4. This Agreement, when executed, shall constitute a legal, valid and binding obligation, enforceable against such Party in accordance with its terms;
  5. Such Party's entry into this Agreement and performance of its respective obligations under this Agreement will not result in a violation of, or conflict with, or exceed any limit imposed by (i) any Applicable Laws, (ii) the Party's chartering/constitutional documents, or (iii) any other agreement, instrument or undertaking to which such Party is party or otherwise obligated under;
  6. That, to the best of such Party's knowledge, no action, arbitration, audit, hearing, investigation, litigation (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before, or otherwise involving any applicable governmental body or arbitrator, including any bankruptcy, insolvency or dissolution proceeding, is currently pending against it that would prevent it from performing its obligations under this Agreement, and that to the best of such Party's knowledge, no such proceedings, as described above, have been threatened against such Party, and that no event has occurred or circumstances exist that may give rise to, or serve as a basis for, the commencement of any such proceedings against it.

m. No Waiver. The failure of either Party to insist upon strict performance of any covenant or condition hereof shall not be construed as a waiver of such condition or covenant.

**IN WITNESS WHEREOF**, the individuals listed below are authorized to sign and execute this Agreement on the date appearing below their respective signatures.

**Town of North Elba**

**NYS Olympic Regional Development Authority**

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

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

Derek Doty  
Town Supervisor

Ashley Walden  
President & CEO

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

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

**EXHIBIT 1**

**Descriptions of the Facility Premises**

EXHIBIT 1

ARENA COMPLEX

All the land and improvements consisting of the complex known as the 1980, the Link Building and the 1932 Field House, Winter Sports Arena and related facilities, including the parking lots, the central refrigeration plant (for the refrigeration of the 1980 Field House, the 1932 Winter Sports Arena and the Speed Skating Oval Complex), the dressing rooms, equipment constituting fixtures, storage facilities, scoreboard (together with all electronic devices related to the operation thereof) and miscellaneous facilities constituting fixtures, being that certain plot, piece or parcel of land, situate, lying and being in the Town of North Elba, County of Essex and State of New York and being a part of Lot No. 259, Township No. 11, Old Military Tract, Richard's Survey conveyed to the Town of North Elba, as Trustee for the Public Parks and Playgrounds District of the Town of North Elba, pursuant to (i) deed, dated June 24, 1931, from Placid Hotel Corporation, recorded July 7, 1931 in Vol 200 of Deeds, page 349; (ii) deed dated August 28, 1944, from the County of Essex, recorded February 13, 1945 in Vol. 240 of Deeds, page 409; (iii) deed, dated May 9, 1957, from Grand View Placid, Inc., recorded May 29, 1957 in Vol. 348 of Deeds, page 299; (iv) deed, dated December 31, 1958, from Richard E. Hunkins and Betty F. Hunkins, recorded January 16, 1959, in Vol. 366 of Deeds, page 15; (v) deed, dated December 31, 1958, from Robert W. Whitney and Dorothy M. Whitney recorded January 16, 1959 in Vol. 366 of Deeds, page 18; (vi) deed, dated August 23, 1967, from Richard E.

Hunkins and Betty F. Hunkins, recorded October 11, 1967 in Vol. 459 of Deeds page 132; (vii) deed, dated August 23, 1967, from Richard E. Hunkins and Betty F. Hunkins, recorded October 11, 1967 in Vol. 459 of Deeds, page 134; (viii) deed, dated August 23, 1967, from Lake Placid Village, recorded October 11, 1967 in Vol. 459 of Deeds page 137; (ix) deed, dated August 23, 1967, from Robert W. Whitney and Dorothy M. Whitney, recorded October 11, 1967 in Vol. 459 of Deeds, page 140; (x) deed, dated April 1, 1977 from Donald R. Colby, William R. Colby, and Phyllis J. Colby, recorded April 4, 1977 in Vol. 633 of Deeds, page 47; (xi) deed, dated June 26, 1961, from Luke Leo Patnode, Alice P. Beeckel, Winifred Patnode, Kathleen Patnode, Donald R. Colby, Phyllis J. Colby, Kathryn Colby, William Colby and Bart Patnode, recorded February 23, 1962 in Vol. 397 of Deeds, page 165; and (xii) deed, dated July 25, 1961, from Lake Placid Club Stores, Inc., recorded February 23, 1962 in Vol. 397 of Deeds, page 168, all of which deeds are recorded in the Office of the Clerk of Essex County.

SPEED SKATING OVAL COMPLEX

All the land and improvements consisting of the 400 Meter Speed Skating Oval Complex and related facilities, including the central refrigeration plant (for the refrigeration of the Field House, the Winter Sports Arena and the Skating Oval), the dressing rooms, equipment constituting fixtures, storage facilities, scoreboard (together with all electronic devices related to the operation thereof) and miscellaneous facilities constituting fixtures, being that certain plot, piece or parcel of land, situate, lying and being in the Town of North Elba, County of Essex and State of New York and being a part of Lot 259, Township No. 11, Old Military Tract, Richard's Survey conveyed to the Central School District No. 2 of the Town of North Elba pursuant to (i) deed, dated January 3, 1889, from Hattie J. Green recorded August 1, 1889 in Vol. 96 of Deeds, page 294; (ii) deed, dated November 4, 1918, from Melvil Dewey and Annie Dewey, recorded December 5, 1918 in Vol. 160 of Deeds, page 57; (iii) deed, dated December 4, 1918, from Melvil Dewey and Annie Dewey, recorded December 11, 1918 in Vol. 160 of Deeds, page 79; (iv) deed, dated November 15, 1918, from Harry Wolf and Bessie Wolf, recorded December 5, 1918 in Vol. 160 of Deeds, page 56; (v) deed, dated December 18, 1918, from Kathleen A. Hennessy and Alice C. Hennessy, recorded May 6, 1919 in Vol. 160 of Deeds, page 528; (vi) deed, dated April 24, 1920, from Melvil Dewey and Annie Dewey, recorded September 2, 1920 in Vol. 165 of Deeds, page 18; (vii) deed, dated October 26, 1920, from Bart Patnode and Winifred Patnode, recorded November 8, 1920, in Vol. 165 of Deeds,

page 445; (viii) deed, dated November 4, 1920, from Henry N. Prunier and Hattie Prunier, recorded November 8, 1920, in Vol. 165 of Deeds, page 441; (ix) deed, dated February 20, 1923, from Herbert E. Hinds and Victoria V. Hinds, recorded February 22, 1923, in Vol. 173 of Deeds, page 50; (x) deed, dated February 19, 1923 from Carrie Ann Lamb Ware, recorded February 26, 1923 in Vol. 173 of Deeds, page 70; (xi) deed, dated February 20, 1923, from J.Q. McLenathen and Mary E.B. McLenathen, recorded March 19, 1923 in Vol. 173 of Deeds, page 136; (xii) deed, dated June 28, 1922, from Kathleen A. Hennessy and Alice G. Hennessy, recorded March 21, 1923 in Vol. 173 of Deeds, page 159; (xiii) deed, dated February 23, 1923, from Kathleen Hennessy Woods and Alice G. Hennessy, recorded March 21, 1923 in Vol. 173 of Deeds, page 160; (xiv) deed, dated February 23, 1923, from Kathleen Hennessy Woods and Alice G. Hennessy, recorded March 21, 1923 in Vol. 173 of Deeds, page 164; (xv) deed, dated June 21, 1934, from Town of North Elba, as Trustee for the Public Parks and Playgrounds District of the Town of North Elba, recorded August 17, 1934 in Vol. 209 of Deeds, page 8; and (xvi) deed, dated December 8, 1951, from Lake Placid Club Stores, Inc., recorded May 25, 1962 in Vol 399 of Deeds, page 425, all of which deeds are recorded in the office of the Clerk of Essex County; and

ALL that certain plot, piece or parcel of land situate lying and being the Town of North Elba, County of Essex and State of New York and being a part of Lot No. 259, Township No. 11, Old Military Tract, Richard's Survey, conveyed to the

Town of North Elba, as Trustee for the Public Parks and Play-ground District of the Town of North Elba, pursuant to (i) deed, dated June 24, 1931, from Placid Hotel Corporation, recorded July 7, 1931 in Vol. 200 of Deeds, page 349; (ii) deed, dated June 26, 1961, from Luke Leo Patnode, Alice P. Beeckel, Winifred Patnode, Kathleen Patnode, Donald R. Colby, Phyllis J. Colby, Kathryn Colby, William Colby and Bart Patnode, recorded February 23, 1962, in Vol. 397 of Deeds, page 165; and (iii) deed, dated August 28, 1961, from Central School District North Elba No. 2, recorded February 23, 1962 in Vol. 397 of Deeds, page 171, all of which deeds are recorded in the Office of the Clerk of Essex County.

INTERVALE SKI JUMP COMPLEX

All the land and improvements consisting of the 70 and 90 Meter Intervale Ski Jumps Complex and related facilities, including the dressing rooms, equipment constituting fixtures, storage facilities, scoreboard (together with all electronic devices, related to the operation thereof) and miscellaneous facilities constituting fixtures, being that certain plot, piece or parcel of land, situate, lying and being in the Town of North Elba, County of Essex and State of New York and being a part of Lots 94, 100 and 101, Township No. 12, Old Military Tract, Thorn's Survey conveyed to the Town of North Elba, as Trustee for the Public Parks and Playgrounds District of the Town of North Elba, pursuant to (i) deed, dated Jun3 22, 1965, from Nettie Marie Jones, recorded September 10, 1965 in Vol. 435 of Deeds, page 479; (ii) deed, dated June 19, 1965, from Lake Placid Co., recorded September 10, 1965 in Vol. 435 of Deeds, page 483; and (iii) deed, dated April 2, 1974, from Nettie Marie Jones, recorded April 11, 1974 in Vol. 564 of Deeds, page 254, all of which deeds are recorded in the Office of the Clerk of Essex County.

**EXHIBIT 2**

**Insurance coverages in effect for 2024-2025**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2024

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 30 Century Hill Dr Ste 200 Latham NY 12110	<b>CONTACT NAME:</b> Lynn Rowley <b>PHONE (A/C, No, Ext):</b> (518) 533-6836 <b>E-MAIL ADDRESS:</b> lynn_rowley@ajg.com		<b>FAX (A/C, No):</b> 518-869-3580													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Michigan Millers Mutual Insurance Co</td> <td>14508</td> </tr> <tr> <td>INSURER B : Granite State Insurance Company</td> <td>23809</td> </tr> <tr> <td>INSURER C : National Union Fire Insurance Company of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER D : Public Employer Risk Management Association Inc</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Michigan Millers Mutual Insurance Co	14508	INSURER B : Granite State Insurance Company	23809	INSURER C : National Union Fire Insurance Company of Pittsburg	19445	INSURER D : Public Employer Risk Management Association Inc		INSURER E :		INSURER F :
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<b>INSURED</b> NYS Olympic Regional Development Authority 37 Church Street Lake Placid,, NY 12946	NYSOLYM-01															

**COVERAGES**

CERTIFICATE NUMBER: 506097026

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			02LX08648189513	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			V0516748	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			29UD06614659913	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC000123617	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Leased/Rented Equip Hired Physical Damage			02LX08648189513 V0516748	9/30/2024 9/30/2024	9/30/2025 9/30/2025	Limit \$500,000 Limit \$75,000 Comp/Collision Ded \$1,000

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

Crime Coverage  
 Policy #107323592  
 Effective 09/30/2024 - 09/30/2025  
 Employee Theft Limit \$350,000  
 Deductible: \$15,000

RE: Town's Consent to Capital Improvements; Use and Occupancy of the James C. Sheffield 400-Meter Speed Skating Oval Agreement. The Town of North Elba, The Town of North Elba Park District and the Lake Placid Central School District #2 & The Trustees of Lake Placid Central School District are named Additional Insured - as required under contract or Agreement per End 61712.

**CERTIFICATE HOLDER****CANCELLATION**

The Town of North Elba  
 2693 Main Street  
 Lake Placid NY 12946  
 USA

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

AUTHORIZED REPRESENTATIVE

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