



TOWN OF NORTH ELBA

AGENDA

TUESDAY, AUGUST 14, 2012

LAKE PLACID AIRPORT

7:00 PM Regular Board Meeting

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approve Agenda
4. Approve Minutes July 10, 2012 Board Meeting.
5. Persons Present Opportunity to Speak
 - Craig Stevens – SL Chamber
 - Jim McCulley – Rail Trail
6. Old Business:
 - a. Balsams
7. New Business:
 - a. LP Airport Operation Lease
 - b. Budget Amendments
 - c. Fuel Grant Extension
 - d. MOU's – LP Village (Parks etc.)
 - e. Ray Brook Well
 - f. Endorsement of NYS Grant Runway Re-hab
 - g. Craig Wood concession lease extension
 - h. Punch Card Discussion
 - i. Telephone service agreement 2013
8. Committee Reports:
9. Town Attorney Reports
10. Essex County Update
11. Approve Audits as per Audit #'s
12. Executive Session
13. Adjournment

HANGAR AND FIXED BASED OPERATOR
COMMERCIAL AVIATION LEASE

THIS LEASE AGREEMENT, made the _____ day of _____, 2007,

BETWEEN: **THE TOWN OF NORTH ELBA**, as Trustee for the North Elba Public Parks Playgrounds District, a municipal corporation located in Essex County, New York, party of the first part, hereinafter referred to as "Town" or "Lessor",

and

LAKE PLACID AIRWAYS, INC., d/b/a/ Adirondack Flying Service, a Domestic corporation organized and existing under the laws of the State of New York, with a principal place of business in the Town of North Elba., County of Essex, State of New York, party of the second part, hereinafter referred to as "Lessee".

WITNESSETH:

5/2007

WHEREAS, the Town in its capacity as Trustee of the Town of North Elba Public Parks and Recreation District, is the owner of the Lake Placid Airport, located in the Town of North Elba, County of Essex, State of New York, and the Town, pursuant to Article 14 of the General Municipal Law of the State of New York, is authorized to enter into agreements pertaining to the operation of such facility;

and

WHEREAS, Lake Placid Airways, Inc. has for the past several years leased and operated the lake Placid Airport and served in the capacity of fixed base operator of such airport and the Town Board, after public hearing, has determined that it is in the public interest to enter into a further lease with Lake Placid Airways, Inc, for the consideration provided for herein, to provide the services set forth herein, as an independent contractor, subject to the terms and conditions of this agreement; and

Whereas, the Town Board has determined that the operation of the Lake Placid Airport by lessee will benefit the Town and its citizens and will be beneficial to the tourism industry within the town, and as such will consistent with the purposes and intent of the North Elba Public Parks and Playgrounds District;

NOW THEREFORE, the parties hereto agree as follows

1. **TERM:** The Town, as Lessor, leases to Lessee that portion of the airport facility and grounds as delineated on Schedule "A" annexed hereto. (For purpose of clarification, this lease does include that structure known as the former "Stone Hangar". This Lease does not include, however, the new T-hangars which were constructed during the summer of 2001 and 2007 and have been leased by the Town to other parties. This facility shall be under the exclusive custody, care and control of Lessor and its agents, representatives and assigns. Lessor shall have sole and exclusive right to all income from such hangars and shall be solely responsible for the management, rental, maintenance and upkeep of such facility. The Lessor reserves easements and rights of access and entry over and across the airport roadways, entryways, parking areas and adjacent areas which may be necessary; to maintain such facilities and to provide the users thereof unrestricted access thereto. This Lease also does not include the new maintenance building to be constructed hereafter by Lessor and all use thereof and access thereto shall be reserved exclusively to Lessor.

The term of this Lease shall be for a five (5) year period which shall be deemed to have commenced on June 1, 2007 and shall terminate on May 31, 2012, at 12:00 p.m., subject to the Lessee's full compliance with the terms and conditions set forth herein.

2. **PRIVILEGES, USERS RIGHTS, AND INTERESTS;** Lessee is granted the non-exclusive right to provide the following services during the term of this Lease:

(a) The loading and unloading of aircraft in any lawful aviation activities. No scheduled commercial airline service shall be permitted to utilize the facilities without the prior notice to and consent of the Town Board;

(b) The maintenance, storing and servicing of aircraft, including overhauling, rebuilding, repairing, inspection and licensing of same, and the purchase and sale of parts, equipment and accessories therefore;

(c) The right to conduct a business of buying and selling aircraft, parts and accessories therefore, aviation equipment of all types and descriptions, aircraft fuel, lubricants and propellants, including the right to use vehicles to service aircraft in the sale of aircraft fuel and lubricants on said Airport;

(d) The training at the airport of the lessee's employees and /or members of the general public as students in any recognized program for flying, operation and/or repair an maintenance of aircraft:

(e) The use, in common with other authorized users of the airport facilities, of navigational aids and related apparatus, for purposes of landings, take-offs, and taxing of aircraft;

(f) The use, in common with other authorized users, of a right of ingress to and egress from all leased premises for lessees' and its customer's aircraft over the right-of-way servicing the premises;

(g) The right to charge and collect aircraft landing fees and parking fees upon said premises pursuant to a schedule of reasonable and competitive fees and charges which shall have been submitted to the Town Board for its prior review and approval ;

(h) The right to operate an automobile rental concession, subject to the prior submission to the Town Board for its review approval of rules and regulations pertaining to the parking and storage of cars upon the leased premises, their location and duration:

(I) Such other uses and purposes as shall be permitted by the Town Board upon Lessee's written request therefore;

3. **RENT:** The parties agree to the following rental schedule:

1. Year 1 (which shall be deemed to have commenced on June 1, 2007):

\$11,500.00

2. Year 2 (which shall be deemed to have commenced on June 1, 2008):

\$12,000.00

3. Year 3 (which shall be deemed to have commenced on June 1, 2009):
\$12,500.00
4. Year 4 (which shall be deemed to have commenced on June 1, 2010):
\$13,000.00
5. Year 5 (which shall be deemed to have commenced on June 1, 2011):
\$13,500.00

All annual rental payments shall be paid in 12 equal monthly installments on or before the 1st day of each month. Payments shall be made to the Town at its offices at 2693 Main Street, Lake Placid, New York . Any payment not actually received by the 10th day of any month shall result in the imposition of a late charge of five percent (5.0%) of the overdue payment.

4. **UTILITIES:** Lessee shall be solely responsible for the payment of all utility services to the premises and the structures thereon, including, but not limited to fuel oil, electricity (including runway lights), water charges, sewer charges, telephone, trash removal, and any and all other utility expenses servicing the entire premises.

5. **LESSEE'S OBLIGATIONS:** Lessee agrees to comply with and fulfill the following specified conditions:

(a) To perform all duties and responsibilities as "airport manager" and "fixed based operator" as set forth in the operations manual of the Lake Placid Airport, as adopted by the Town, (see Exhibit "B" annexed hereto) and as may be hereinafter amended and / supplemented.

(b) To do all things necessary, and to take all appropriate actions, to operate the Lake Placid Airport in a proper, professional and courteous manner, having due regard for the safety of the public and all personnel utilizing the airport, and taking into account the importance of presenting the airport in a suitable manner to visitors and other users thereof.

(c) To provide modern, efficient and professional services and to operate such facility consistent with good business practices, including maintaining adequate supplies on hand to meet the usual demands of anticipated

users of the airport facilities, and the timely payment of Lessee's suppliers, vendors, employees and contractors.

(d) To maintain the premises (including but not limited to the interior of the Main terminal building which is used by or open to the public access, and the exterior areas of the grounds which are used by or open to public access) at all times in a neat, clean and attractive condition. In this regard, the Lessee shall properly dispose of all trash, rubbish and garbage generated by Lessee, its invitees, guests or other users of the airport facilities as authorized by Lessee. Lessee shall utilize appropriate containers for keeping and removing the same. The responsibility and expense of regular garbage removal shall be Lessee's. The foregoing notwithstanding, the Lessee shall not be responsible for nor shall it bear the expense of the removal of trash and other litter generated or left behind by users of adjacent areas of the Town Show Ground facilities and fields.

(e) To furnish professional, prompt and efficient aviation services and to charge fair, reasonable and non-discriminatory prices therefore.

(f) To operate its business and to provide such services in full compliance with all applicable federal, state and local statutes, rules and regulations pertaining thereto, and to obey all rules and policies adopted by the Town Board pertaining to the conduct of the operations of such facility.

(g) Utilize runway lights and other improvements consistent with the policies of the Town Board regarding night flying. (see Exhibit "C" annexed hereto and incorporated herein).

(h) To furnish yearly gasoline services on an eight (8) hour daily schedule. In addition, Lessee shall have a qualified mechanic available during regular business hours (5) five days a week and shall further provide such other reasonable and necessary services and personnel as are adequate and customary to meet the usual demands for such services and facilities at this airport.

(i) Not to construct any improvements or make any modifications or alterations of existing improvements or structures without prior written approval of the Town.

6. **ACCEPTANCE OF PREMISES:** Lessee accepts the leased premises in their “as is” condition and covenants that such premises and the structures thereon are suitable for the uses intended by Lessee, including the existing fuel tanks.

7. **EQUIPMENT:** Any trade fixtures, furniture, equipment, and machinery installed or provided by the Town prior to or during the term of this Lease shall remain the property of the Town. Any such items which Lessee deems necessary for replacement shall be done so at Lessee’s sole expense. Any trade fixtures, furniture, machinery and equipment heretofore installed or provided by the Lessee or, which are installed or provided by Lessee during the term of this Lease, shall remain in the sole property of the Lessee and shall be removed by the Lessee upon termination of this agreement. All property and fixtures permanently attached or built into and upon the leased premises or structures located thereon, shall be and become the property of the Town at and upon the termination of this Agreement.

8. **CARE AND MAINTENANCE OF PREMISES:** The Town shall maintain the structural elements of the premises and all structures located thereon in a reasonable state of repair and maintenance and subject to the constraints of available personnel and budget allocations. Structural elements include, but are not limited to, roof, windows, walls, floors, flooring and ceiling tiles.

Lessee shall, at its sole expense, be responsible for all regular and routine maintenance, good care, upkeep, repair and replacement of all other elements of the premises, including electrical and lighting fixtures. Lessee shall, at its own expense, keep and maintain the said premises and all equipment and furnishings thereon in good order and repair, and in a clean, sanitary, and attractive condition at all times.

The parties mutually recognize that it is essential that there be an orderly and efficient mechanism followed by the parties to maintain and upgrade the premises. In this regard, the Lessee shall prior to September 1st of each year present to the Town’s Park District Manager a list of needed structural maintenance work to be accomplished over the next year, as well as a five year plan for capital upgrades and replacements to the airport facilities. The Park

District Manager shall present such plans and requests to the Town Board for consideration for inclusion in the upcoming Town budget(s). The Lessee shall also meet at least monthly with the Park District Manger to review the airport operations, any areas of concern and they shall mutually consult on the assignment of Park District personnel to airport projects. The Lessee and/or Park District manger shall make a monthly report to the Town Board at its regular work session/department heads meeting regarding the airport facilities and the operations thereof. When appropriate, such meetings shall also include the Town Superintendent of Highways and the Town Board Airport Committee members.

The Lessor and Lessee agree that those terms listed on Exhibit "D" annexed hereto are matters requiring repair or replacement by the Lessor and that such work shall be undertaken and completed by Lessor within a reasonable time after execution of this Agreement.

The Lessor shall be responsible for snow removal in and around the runways, ramps, T-Hangars and runway lights. Any such lights which may be damaged or destroyed by the Lessor shall be replaced by the Lessor. All other snow removal in and around the leased premises shall be the sole responsibility of the Lessor.

9. **MECHANIC'S LIEN:** Lessee shall keep the fee estate of the Town free and clear of all mechanics and materialmen's liens.

10. **INSURANCE:** Town will insure the leased premises and the contents and equipment owned by the Town against loss by fire or other casualty, as determined by the Town.

Lessee shall secure, maintain and pay for any and all insurance upon its contents and equipment in and upon the premises, of whatever nature and wherever situated.

The parties mutually release any and all claims that it might have to any of the insurance proceeds payable to the other under such other party's insurance policies.

If the "main terminal building" shall be destroyed or damaged by fire or other casualty, and if such damage or destruction is such that the structure is more than 50% destroyed, or is rendered unfit for occupancy, or if it is impossible or unsafe

to use or occupy the structure, the Town shall have the right, at its sole discretion, to elect not to rebuild or repair the same. If such election is made, the parties shall enter into negotiations for the purpose of determining a pro-rated rent to be paid by Lessee for the balance of the lease term. If the parties cannot mutually agree within thirty (30) days to a new rental payment, this agreement shall be deemed to have automatically terminated as of the date of the damage or destruction and Lessee's liability for rental payments shall be prorated only to the date of such damage or destruction.

If, however, the Town does elect to repair any such damage or destruction to the main terminal building, then the rent to be paid by Lessee shall abate in proportion to that part of the leased premises which are rendered unfit for occupancy bears to the whole of the leased premises.

11. **IDEMNIFICATION:** Lessee agrees to hold the Town and its Park District, their agents, officers, and employees free and harmless against any and all claims, damages, suits or causes of action for damages, and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property, or for loss of life sustained in or upon the leased premises, or from any act or failure to act in violation of this agreement. Lessee shall indemnify, defend and save harmless Town, its Park District and their agents, officers and employees from and against all liabilities, damages, penalties or judgments arising from injury to person or property, including death, sustained by anyone in or upon the leased premises resulting from any acts or omissions of lessee, or Lessee's agents, officers, employees, contractors, customers, students or other persons.

12. **LIABILITY INSURANCE:** Lessee hereby agrees, at its own cost and expense, to obtain and maintain at all times during the term of this agreement, policies of public liability, personal injury and property damage insurance in companies authorized to do business in the State of New York, naming as insured therein, Lessee, Town of North Elba, the North Elba Public Parks and Playgrounds District and their agents, officers and employees, such insurance to provide defense, indemnification and protection against all claims or demands for

personal injuries to or death of any person, and damage to or destruction or loss of property, including and all claims of products liability arising out of any and all products or services rendered by Lessee under this Agreement, which claims or causes of action arise by reason of any uses or operations conducted by Lessee pursuant to this Agreement, said insurance to be in the minimum amount of \$1,000,000.00 for personal injury or death for any one person in any accident, and the minimum sum of \$100,000.00 for personal injury or death of two or more persons in any one accident, and the minimum sum of \$100,000.00 for property damage: Lessee shall also secure, at its sole cost and expense, and maintain at all times during the term of this Agreement, a policy of insurance entitled Hangarkeeper's Liability Insurance, which shall name the Town of North Elba, the North Elba Public Parks and Playgrounds District, Lessee, and their agents, officers and employees as additional insureds, which said policy or policies of insurance shall be in the minimum amount of \$200,000.00 for each aircraft and \$200,000.00 minimum for damages to two or more aircraft in any one accident, subject to a deductible of \$500.00, which said deductible shall be the responsibility of Lessee only. Lessee shall deliver to Town a certificate of such insurance coverages at and deliver to Town a certificate of such insurance coverages at and upon the execution of this Agreement. Lessee agrees that such insurance shall further guarantee that the same cannot be cancelled without providing the Town of North Elba at least (10) days prior to written notice of cancellation.

13. REPLACEMENT OR REMOVAL OF STRUCTURES: The parties agree that there are presently located upon said premises, the various structures as shown on Exhibit A. Town reserves the right to hereafter cause or require the relocation, removal, replacement or addition of more structures in or about the leased premises in accordance with determinations reached by Town, in its sole discretion, applicable to its existing Airport Master Plan Study and/or Adirondack Park Agency Permits. In the event any changes to existing structures or additional structures or airport improvements are effectuated pursuant to said Master Plan Study project and/or APA Permits during the term hereof, the parties

agree to review and modify this Agreement to equitably reflect the then existing facilities and the conditions regarding usage thereof. If the parties are unable to agree upon the terms for equitable modification of this Agreement, within sixty (60) days after Lessee received written notice of the need for modification from Town, such disputes shall be resolved by arbitration as provided in paragraph 31 hereof.

14. **OTHER USES:** The Town retains the right to make any and all other uses of the airport premises not required for use by Lessee in its operation of a safe and functional airport, it being understood and agreed that any such uses shall not interfere with the Lessee's uses of the airport. Lessee shall not be responsible for such uses, damage caused thereby or the maintenance and clean-up required by reason of any such uses.

15. **FORCE MAJEURE:** Neither Town, its Park District or Lessee shall be liable for the failure to perform any of their obligations hereunder, or for damage or loss to the other party, if such failure, damage or loss is caused by acts of God, or acts of the State or Federal Governments, fire or other casualty such as war, disaster, riots, strikes or any similar circumstances, or cause beyond the reasonable control of either party.

16. **INSPECTION :** Lessee agrees that Town and its agencies and other representatives shall have the right to enter into and upon all of the premises and structures being utilized by Lessee pursuant to this Agreement at all reasonable times and hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation, or the repair of any part or portion of any of the structures of which the leased premises are a part.

17. **ASSIGNMENT AND SUBLEASING:** Lessee shall not assign, mortgage, pledge or encumber this lease, the leased premises, and any structures thereon or sublet the whole or any part of the leased premises.

18. **EVENT OF DEFAULT:** If any one or more of the following events, hereinafter sometimes referred to as "events of default" shall happen, then and in such event, Town may, at once, give written notice to lessee specifying

such event of default and stating that this Lease and the terms shall expire and terminate on the date specified in such notice, which shall be at least (10) days after the giving of notice. It is the essence of this lease that the rental is for the entire term is not to be reduced in the event of any default and a notice of termination is issued. Lessee will remain responsible for the entire rental payments as set forth hereinabove notwithstanding termination. Upon such termination by Town Lessee will at once surrender possession of the premises to Town and shall remove all of Lessee's effects therefrom, and Town may forthwith reenter the premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

Events of default are as follows:

(1) If default shall be made in the due punctual payment of any rent payable under this Lease, or any part thereof, when and as the same shall become due and payable.

(2) If default shall be made by Lessee in the performance or compliance with any of the agreements, terms covenants or conditions in this Lease provided from a period of (10) days after written notice from Town to Lessee, by certified mail, return receipt requested, specifying the items in default, or in the case of a default or contingency which cannot with due diligence be cured within said ten (10) day period, if Lessee fails to commence within said ten (10) days thereafter to prosecute the curing of such default with due diligence.

(3) If Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or if there shall be appointed a Receiver or Trustee of all substantially all of the property of the Lessee, or if Lessee shall make any assignment for the benefit of Lessee's creditors.

After default and notice of default to lessee, if any rents owing under this lease are collected by or through an attorney, Lessee agrees to pay Town's reasonable attorney's fees and other related costs.

19. **LANDLORD'S LIEN:** Town is hereby granted a lien in addition to any statutory lien or right to distrain that might exist on all property and

equipment of Lessee in and upon the premises, to secure payment of the rent required to be paid under this Agreement. This provision shall not be construed as imposing a superior lien to the ordinary financing of inventory or to purchase liens on equipment and fixtures acquired by lessee during the term of this Agreement.

20. **QUIET ENJOYMENT:** Upon payment by the Lessee of the rents hereon provided for, and upon the observance and performance of all the agreements, covenants, terms and conditions on lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the premises for the term without hindrance or interruption by Town.

21. **WAIVER:** The waiver by Town of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same, or any other term, covenant, or condition. No covenant, term or condition of this Lease shall be deemed to have been waived by Town unless such waiver be in writing and signed by Town.

22. **CAPTIONS, HEADINGS:** The captions, section numbers and headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define, limit construe or describe the scope or intent of such sections or articles, nor in any way affect this lease.

23. **APPLICABLE LAW:** This Lease shall be construed in accordance with the law of the State of New York.

24. **NOTICES:** Any notices to be given pursuant to this Lease shall be sufficient if given by a writing deposited in the United States mail, certified mail or registered mail, postage paid, and addressed as follows:

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

If to Lessee: Lake Placid Airways, Inc.
Cascade Road
Lake Placid, New York 12946

or to such other person and/or address as may be specified by the party entitled to notice, so long as such specification is made in accordance with the terms of this paragraph.

25. **TAXES:** Lessee shall be solely responsible for the payment of all sales taxes and sales tax liabilities incurred by Lessee by the sale of merchandise or services on, from and upon the leased premises. In the event any taxing authority, Federal or State, asserts a lien against Lessee that may or could affect the right of Lessee to continue to operate and conduct the airport business upon the leased premises, Town shall have the right to declare this Lease terminated by making written demand upon Lessee to make payment or otherwise properly and timely discharge any lien of any such tax within five (5) days following such written demand. In the event Lessee fails to make such payment or discharge any lien claim of such tax within five (5) days following receipt of said notice, this Lease shall be deemed terminated and Lessee shall have no further rights hereunder. Said notice shall be given by Town in writing to Lessee as herein provided, or may be delivered to lessee personally.

26. **WASTE AND VERMIN CONTROL:** Lessee shall be responsible for the proper and adequate storage of any fuels, oil products and trash or garbage resulting from the operation of the leased premises and shall be solely responsible for all costs and expenses for its proper and lawful removal from the premises when such removal is reasonable and/or required by Federal or State rules and regulations.

27. **NO BROKER:** The parties hereto agree that no real estate broker or agent was involved in the negotiations of this Agreement.

28. **RESERVATION OF RIGHT TO LEASE:** Town reserves the right to lease or license that portion of the lands described in Exhibit A as the area of "Airport Manager House" to private third party interests so long as such uses do not interfere with the efficient and successful operation of the Lake Placid Airport. Lessor shall have the further right to grant to other existing or future users, licensees and lessees or adjacent premises or facilities such as existing or

new t-hangars, all required and necessary rights of way for ingress or egress and all easements for maintenance, use installation, repair and improvement of all new or existing utility services servicing such premises or facilities on and over the lands leased by Lessee from Lessor hereunder.

29. **COMPLAINTS:** Any complaints or inquiries regarding the standard of service or the appearance of the premises, or of an alleged violation of Federal or State standards of operation affecting the public safety; shall be reported to Town. Any such complaints received by Town shall be subject to its review and it shall have the right to take such action, upon proper notice to lessee, as Town in its sole discretion deems appropriate under the circumstances existing. Violation of Town of Federal or State regulatory standards of operation shall be grounds for the termination of this Agreement as an event of default as provided in paragraph 18 hereof.

30. **SIGNS:** Lessee shall post at each entrance and each exit to the hangar and the main terminal building that such premises are under the control of and being operated by Lake Placid Airways, Inc.-d /b / a the Adirondack Flying Service.

31. **ARBITRATION:** Any controversy arising from, or related to, this Agreement shall be determined by arbitration only, such arbitration to be by three arbitrators and to be held in the Town of North Elba, County of Essex, State of New York, in accordance with the rules of the American Arbitration Association and judgment upon any such determination or award may be entered in any court having jurisdiction thereof. Each party shall select one arbitrator, who shall serve as chairman. The parties agree to share in the expenses incurred in arbitration on an equal basis.

32. **INDEMNIFICATION:** Town agrees to indemnify and hold Lessee and its agents, officers and employees free and harmless against any and all claims, damages, suits or causes of action for damages, and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property, or for loss of life

sustained in or upon the leased premises arising from and caused by any act of Town, its agents, employees, officers or contractors.

33. **NON-DISCRIMINATION:** Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

A. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in then use of the Premises;

B. In the construction of any improvements on , over or under the Premises, and the furnishings or services therein or thereon no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination;

C. Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations (“C.F.R.”), Department of Transportation, Subtitle A, Office of the Secretary, Part 21 , Non-Discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

D. In the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to reenter and repossess the Premises and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R./ part 21 have been followed and completed, including the expiration of appeal rights.

34. **RIGHTS OF OTHER USERS:** Lessee acknowledges that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing services in

its own aircraft with its own employees, including maintenance and repair services.

35. **SERVICES/CHARGES:** Lessee shall furnish service on a fair, reasonable and non-discriminatory basis to all users of the Airport. Lessee shall furnish good, prompt and efficient service adequate to meet all reasonable demands for its services at the Airport. Lessee shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

THE TOWN OF NORTH ELBA

AS Trustee for the North Elba
Public Parks and Playgrounds
District

By: _____
SHIRLEY W. SENEY
Supervisor

LAKE PLACID AIRWAYS, INC.

By: _____
STEPHEN SHORT
President

Parks Agreement

PERMIT

This Agreement made as of May 1, 2004,

Between: **TOWN OF NORTH ELBA, AS TRUSTEE FOR THE NORTH ELBA PUBLIC PARKS AND PLAYGROUND DISTRICT**, a municipal corporation organized under the laws of the State of New York, with an office for the transaction of its business at 301 Main Street, Lake Placid, New York (hereinafter "District")

and

LAKE PLACID VILLAGE, INC., a municipal corporation organized under the laws of the State of New York, with an office for the transaction of its business at 301 Main Street, Lake Placid, New York (hereinafter "Village")

WITNESSETH:

WHEREAS, Village owns and maintains several parks, located throughout the Village of Lake Placid for the use and enjoyment of residents and visitors (hereinafter collectively referred to as "the Parks"), said Parks also being more specifically listed on the attached Exhibit "A" and also owns certain equipment, apparatus and fixtures utilized in the operation of the Parks; and

WHEREAS, District is authorized to enter into agreements with others for the operation, management and maintenance of recreational property within the District for the benefit of the residents of the District and the economic interests of its tourist industry; and

WHEREAS, the parties desire to enter into this Permit Agreement providing for the District's operation, management and maintenance of the Parks in light of the fact that District possesses the personnel, equipment and expertise to efficiently and capably

discharge these obligations;

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions herein contained, it is hereby agreed by the Village as follows:

1. Village hereby grants to District and District hereby accepts from Village this revocable Permit granting District the exclusive right to operate, manage and maintain those several Parks listed on attached Exhibit "A", including all personal property, apparatus, fixtures and equipment now located in and considered part of the Parks and necessary for their operations and purposes, subject to the District's compliance with the terms and conditions herein stated. Provided, however, that District and Village shall mutually and jointly approve all requests for use of the Parks.

2. This Permit shall be deemed to be effective as of May 1, 2004 and shall terminate Nov. 1, 2004 unless extended by further written agreement between District and Village. The foregoing notwithstanding, either party may terminate this Permit by giving the other a minimum of sixty (60) days prior written notice of termination.

3. In consideration of the value and benefits of services being rendered by District in its assumption of the operation, management and maintenance of the Parks during the term of this Permit, no permit fee, rental charges or capital contributions shall be payable by District to Village.

4. District covenants and agrees to maintain the Parks substantially in conformity with their current uses and for recreational purposes only. The parties acknowledge and agree that the Park District Manager shall hold overall authority on behalf of District for all matters covered by this Permit, including responsibility for scheduling special events and uses of one or more parks by private groups or individuals (i.e., Lake Placid Sinfonietta, weddings, picnics, fundraisers etc.).

5. Village covenants and agrees to provide, at no expense to District all existing equipment, fixtures, apparatus and property now located in the several Parks, and Village remains responsible for all repairs, replacement, or additions thereto during the term of this Permit and (2) regular Village Police and security patrols and services to the Parks.

6. District agrees that it shall be its responsibility, at its sole expense to provide all other necessary services, staff and equipment for the operation, management and maintenance of the Parks, including grounds cleaning and maintenance staff and overall upkeep of the Parks during the term of this Permit. The District shall undertake regular maintenance of the lawns and grounds as determined by the Park District Manager, but this responsibility shall not include any obligation to provide materials or labor for landscaping the Parks. Provided, however, that Village will provide two temporary, summer season employees of the Village to work under the supervision of the Park District Manager or his

designee. Village shall be solely responsible for wages, taxes and benefits, if any, of said employees.

7. District shall not commit or unreasonably allow any users to commit any waste on the Parks, nor create or unreasonably allow any nuisance to exist on the grounds during the term of this Permit.

8. Any structural improvements made to the grounds by District or Village shall become a part of the Parks and shall not be removed by District at the expiration of this Permit. Village remains solely responsible for securing, maintaining and payment of all premiums for property and improvements insurance upon the structures, apparatus, equipment, fixtures and improvements located on the grounds of the Parks, of whatever nature and wherever situated, and covenants and agrees that it shall not hold District responsible for any damage, losses or destruction thereto, including theft, during the term of this Permit. District waives any rights it might have to any of the proceeds of Village's insurance pertaining to property damage, loss or destruction.

9. District covenants and agrees that during its operation maintenance of the Parks pursuant to this Permit it shall not make any structural alterations or additions to any portions of the Parks without the prior written consent of Village's designated representative.

10. At the termination of the term of this Permit, District agrees to surrender and

turnover to Village all of the Parks in the similar condition as when District took possession, normal wear.

11. District covenants and agrees to keep the fee estate of clear from all mechanics and other liens for labor done, services performed, materials contributed, used or furnished in and about the grounds, or of any expenses for authorized improvements, repairs or additions which District may make, permit or cause to be made during the terms of this Permit. If any such lien be filed, District shall immediately provide means of surety sufficient to obtain discharge of said lien within ten (10) business days thereafter.

12. District and Village agree that this Permit is not a joint venture or partnership arrangement between the parties hereto, and each confirms that the relationship of the parties as to each other is that of independent contractors, the Village being the owner and District being only a permittee.

13. District agrees to procure and maintain in force during the term of this Permit, at District's sole expense, comprehensive general liability insurance in companies authorized to do business in the State of New York adequate to protect against liability for damage claims arising out of accidents occurring in, on or around the Parks covered by this Permit, in the minimum amount of \$1,000,000.00 per occurrence and \$100,000.00 for property damage. Said liability insurance shall name Village of Lake Placid, Inc. as an additional insured against liability for bodily injuries, including injuries resulting in death, and for

property damage. District shall deliver to Village a certificate showing such insurance to be in effect. District agrees to obtain a written obligation from the insurer to notify Village in writing at least thirty (30) days prior to cancellation of any such policy or policies.

14. District shall not be required to secure any operation or use permits from Village or any other authority or agency for the operation of the Parks during the term of this permit.

15. District agrees that it will not use the Parks or permit the Parks to be used in any matter that will increase the risks covered by the property insurance of Village, so as to increase the rate of the insurance or to cause cancellation of any insurance protecting the interests of Village. District agrees to with all reasonable requirements of insurance companies of necessary to keep in force the insurance covering the improvements.

16. The failure to 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.

17. This agreement shall be construed in accordance with the laws of the State of New York. Any controversy arising from or related to this Permit shall be determined by arbitration only, such arbitration to be by three (3) arbitrators and to be held in the Town of North Elba, County of Essex, State of New York in accordance with the rules of the American Arbitration Association, and judgment upon any such determination or award may be entered in any court having jurisdiction thereof. Each party shall select one

arbitrator. The two (2) selected arbitrators shall select the third arbitrator, who shall serve as Chairman. The parties agree to share in the expenses incurred in arbitration on an equal basis. Each party agrees to be solely responsible for their own legal cost and expense in any arbitration proceedings.

18. District agrees that Village and its designated representatives shall have the right to enter into and upon all of the Parks at all reasonable times and hours for the purpose of examining same.

19. District hereby designates Supervisor Shirley W. Seney (or her designee from the Town Board) and Park District Manager Butch Martin as its designated representatives. Village hereby designates Mayor Robert T. Politi and/or Highway Superintendent Richard Boyer as its designated representatives. Any notices to be given pursuant to this Permit shall be sufficient if given by a writing deposited in the United States mail, certified or registered mail, postage paid, and addressed as follows:

If to District: Supervisor, Town of North Elba
 301 Main Street
 Lake Placid, New York 12946

with copy to Park District Manager at the same address.

If to Village: Mayor, Village of Lake Placid
 301 Main Street
 Lake Placid, New York 12946

20. This Permit may not be modified except by an instrument in writing signed by the parties hereto.

21. Each party hereto covenants to the other that this Permit and the execution and

delivery thereof to the other party has been duly authorized by the required affirmative vote of the Municipal Board executing the Permit pursuant to all applicable provisions of law, and that each municipal entity executing and delivering this permit to the other party obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Permit the day and year indicated below.

Dated: 7/13, 2004

**TOWN OF NORTH-ELBA PUBLIC PARKS
AND PLAYGROUND DISTRICT**

BY: Shirley W. Senev
SHIRLEY W. SENEV, Supervisor

Dated: 8/2/04, 2004

VILLAGE OF LAKE PLACID, INC.

BY: Robert T. Politi
ROBERT T. POLITI, Mayor

EXHIBIT A

- #1 Main Street Park
- Bandshell Park
- Hillcrest Avenue Park
- Mill Pond Parks (on each side of Mill Pond Dam and in front of Dam)
- McKinley Street Park
- McKinley Street/West Valley corner park

**IVAN ZDRAHAL ASSOCIATES
ENGINEERING AND PLANNING**

959 Route 146
Clifton Park, New York, 12065
518-383-0769
www.iza.cc

IVAN ZDRAHAL, PE
Member

July 18, 2012

Mr. Robert Politi, Supervisor
Town of North Elba
2693 Main Street
Lake Placid, NY 12946

Re: Ray Brook Water District
Proposed Production Well Construction

Dear Mr. Politi:

Pursuant to the above, I am transmitting herewith the following for consideration:

1. Exhibit A – Project Development Costs for Construction of Production Well.
2. Exhibit B – Quotes for Production Well Construction.
3. Exhibit C – Construction Supervision, Analysis of Aquifer Pump Test & Reporting by Project Hydrologist.

As indicated in Exhibit A, the total estimated cost for the production well construction is presented at \$123,694.00.

We have reviewed the quotes submitted and upon consultation with the project hydrologist, we recommend that the work be awarded to Frey Well Drilling, Inc. for the quoted amount of \$79,060.00.

Please contact me should you require anything else in this matter.

Very truly yours,
IVAN ZDRAHAL ASSOCIATES, PLLC
ENGINEERING AND PLANNING

Ivan Zdrahal, P.E.
Member

Enclosures

cc: Brad Hathaway, Village Water Dept.
Ron Briggs, Town Attorney
File #10018.00

IVAN ZDRAHAL ASSOCIATES
ENGINEERING AND PLANNING
959 Route 146
Clifton Park, New York, 12065
518-383-0769
www.lza.cc

IVAN ZDRAHAL, PE
Member

EXHIBIT A

**Project Development Costs
Construction of Production Well
For Ray Brook Water District**

Task One – Design Phase

Site and data review, construction of observation well, water quality sampling, design of production well, design of well field expansion plans, technical specifications, request for and evaluation of bids. \$ 22,474.00

Task Two – Construction Phase

- Installation of production well per quote from Frey Well Drilling, Inc. (Ref: Exhibit B) \$ 79,060.00
 - Water quality analysis per NYSDOH requirement. \$ 3,100.00*
 - Project Hydrologist supervision of well construction, preparation of aquifer report. (Ref: Exhibit C) \$ 19,450.00*
 - Project Engineer construction administration and supervision, prepare Engineer's Report and submit to NYSDOH, prepare and submit water supply application to NYSDEC, coordinate with Town and Contractor. \$ 10,000.00*
- Total Estimated Cost \$ 134,084.00**

* - Estimated Cost

**IVAN ZDRAHAL ASSOCIATES
ENGINEERING AND PLANNING**

959 Route 146
Clifton Park, New York, 12065
518-383-0769
www.iza.cc

IVAN ZDRAHAL, PE
Member

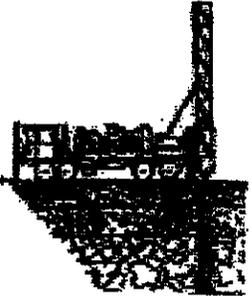
EXHIBIT B

Quotes for Production Well Construction

- | | |
|--|--------------|
| 1. Frey Well Drilling, Inc. | \$ 79,060.00 |
| 2. Hanson Well Drilling & Pump Co., Inc. | \$ 78,558.00 |

Phone 716-937-2977
FAX 716-937-9399

Frey Well Drilling, Inc.



GAS WELLS • WATER WELLS • ROCK DRILLING 4" to 36"

11566 BROADWAY
ALBANY, NEW YORK 12204

June 1, 2012

Town of North Elba
C/o Ivan Zdrabek
12 Morningside Dr.
Lake Placid, NY 12946

Ivan's cell: 518-369-9366
Email: zdrabek@aol.com

RE: Revision for Test Well and Pump Installation for North Elba Production Well 4

Dear Sirs,

The following are our prices for a Test Well & Pump installation.

Price generated from Specification for Well # 4

- Includes:
- 1.) Complete well with well screen & development
 - 2.) Step test & 72 hour test
 - 3.) Industrial pitless seal
 - 4.) Complete pump installed, ready for reaching and hooking

Complete Well @.....	\$ 41,610.00
Complete Pump test @.....	\$ 15,100.00
Installation of 1 industrial pitless seal & refill tube @.....	\$ 8,700.00
Install production pump, pipe, wire, control box & clean up @.....	\$ 13,650.00
COMPLETE JOB	\$ 79,060.00

Please do not hesitate if you have any questions or wish to discuss further.
We are looking forward to serving your drilling needs.

Regards,

Bill Frey

William Frey - MOWC
FREY WELL DRILLING

Printed Name
WJ:ac

Signature

Date

Proposal

Page No. 1 of 1 Pages



Hanson Well Drilling & Pump Co., Inc.

P.O. Box 463, Nausau, N.Y. 12123

Phone: 518-477-4127

Fax: 518-479-4281

PROPOSAL SUBMITTED TO Hanson & VanVleet, LLC		PHONE 518-371-7940	DATE June 21, 2012
STREET 902 Route 146		JOB NAME Production Well #4	
CITY, STATE AND ZIP CODE Clifton Park, NY 12065		JOB LOCATION Elba, New York	
APPROVED BY Eric Hanson	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

The following is a Proposal to perform the following work on the construction of the new well for the Town of Elba, New York:

Drill gravel pack well, develop, pump test and set pump system in well to cover all work specified in "TECHNICAL SPECIFICATION FOR INSTALLATION AND PUMPING TEST OF NORTH ELBA PRODUCTION WELL 4:"

PARTS 1.0 - 11.0

TOTAL SUM OF PROPOSED WORK.....\$78,558.00

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Seven eight thousand five hundred fifty eight.....dollars (\$ 78,558.00)

Payment to be made as follows:

To paid upon invoicing.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any variation or deviation from above specifications involving extra costs will be accepted only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurances. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Thomas F. Hanson
Thomas F. Hanson, vice President

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

**IVAN ZDRAHAL ASSOCIATES
ENGINEERING AND PLANNING**

959 Route 146
Clifton Park, New York, 12065
518-383-0769
www.iza.cc

IVAN ZDRAHAL, PE
Member

EXHIBIT C

**Construction Supervision, Analysis of Aquifer Pumping Test and
Reporting by Project Hydrologist**

All well drilling construction activities will be supervised by qualified personnel from Hanson Van Vleet, LLC. Supervision will include all aspects of the production well installation, screen setting, well development, and installation of the grout seal.

Subsequent to the 72-hour pumping test, data obtained during the previous tasks will be used to determine the safe yield of the replacement well. This will be done using a combination of established methods for pumping test analysis. The use of the techniques described will enable the incorporation of site-specific information along with regional hydrogeologic information assimilated from the surrounding study area, in the prediction of the aquifer yield and potential hydrologic impacts associated with the groundwater usage. The long term yield of the replacement well and well field will be determined.

After a complete evaluation of all the data collected, a final report will be prepared. The report will include a review of the methods used to analyze the aquifer pumping tests, water quality data; plots of all drawdown and recovery data; hydrographs of any precipitation and figures generated as part of the investigation. Additionally, the report will present conclusions and recommendations concerning optimum well yield, well field yield and areas identified as impacted by the proposed groundwater use.



Service Agreement

Prepared for:

Town of North Elba
Ms. Rose M. Van Wormer
2693 Main Street
Lake Placid, New York 12946

Prepared by: Scott R. Wilson

August 1, 2012

*\$780 in 2011
\$850 in 2012 Budget
10% ↑*

illuminating Concepts LLC is offering a one-year maintenance contract to the Town of North Elba to cover your Comdial DX-80 telephone system including phones and voicemail at a cost of \$858.00 for the following term: 9/1/2012 – 8/31/2013.

1. We will furnish parts and service needed to maintain the proper operating condition of the telephone system and additional components listed above. This agreement covers the cost and labor to repair defective components that become inoperable from normal use in a normal operating environment. We will repair or replace any defective equipment at no charge to the customer. Because we do not stock all the parts for this unit we will locate and purchase the parts from the secondary market as needed. The parts will be new or refurbished as are available. If overnight shipping is required, the customer will be responsible for the shipping costs.
2. We will provide service during normal business hours unless your health or safety is endangered, or if damage or loss of property is involved. In which case emergency service will be provided.
3. The system will be serviced at the above address. Travel charges will be assessed at a rate of \$0.00 per hour for any onsite support.
4. We will not be liable for any incidental or consequential damages, including, property damage, loss of time, loss of use of equipment or damages resulting for the breakdown of the covered equipment.
5. The following are not covered under this agreement; fire, power surges, lightning strikes, liquid damage, vandalism, theft, or other abuses, Acts of God or any other act not considered "normal use in a normal operating environment."

Authorized Contacts: Kimball Davy, Cathy Gregory, & Rose Van Wormer

Date: August 1, 2012

Agent Signature: Scott R. Wilson, Owner/Member Illuminating Concepts LLC

Purchaser Title & Signature: _____

