

Village of Tupper Lake
Board of Trustees
Meeting Minutes



Date: Tuesday, February 17, 2026
Start: 6:00 PM
Location: Board Room, The Village Offices
Meeting: Regular Monthly

At the regular monthly meeting of the Board of Trustees held this date, February 17th, 2026, the following were present: Mayor Mary Fontana, Trustees Rick Pickering, Brasen Lavassaur, Eric Shaheen, David Plummer via web Zoom.

Also present:
Superintendent of Electric- Mike Dominic
W/WW Superintendent- Mark Robillard
DPW Superintendent -Bob DeGrace
Chief of Police- Eric Proulx
Second in Command Fire Chief- Nicholas Rolley
Tupper Lake Free-Press- Dan McClelland
Adam Boudreau- Town Board member and Local Business Owner.

Recording Secretary : Jessica Fuller – Village Clerk

Call Meeting to Order

Mayor Fontana called the regular meeting to order at 6:01 p.m. Followed was the Pledge of Allegiance and a moment of silence for the safe return of missing, Colin Gillis.

Approval of the Zoning Board of Appeals

Motioned by Trustee Shaheen and Seconded by Trustee Pickering to Approve the resolution naming Joe Salamy and Michael Kenite to the Zoning Board of Appeals. (Carried 4/0)

Treasurer:

Approval Warrant:

Motioned by Trustee LaVassaur and Seconded by Trustee Pickering to Approve the February 17th warrant in the amount of \$230,579.79 for payments of bills and abstracts for the month of January 2026 and the review of the monthly cash positions for January 31st, 2026. (Carried 4/0).

Fire: Approval of Fire Report and RAM

Motioned by Trustee LaVassaur and Seconded by Trustee Shaheen to approve the January 2026 monthly fire report and Approving Aiden Churco as RAM (Restricted Access Members) for the Tupper Lake Vol. Fire Department. (Carried 4/0)

Miscellaneous Updates:

Nick went on to further discuss concerns regarding the Tupper Lake Vol. Fire Department. Nick discussed the hopeful revamping of auxiliary of the Tupper Lake Fire Department and explained that in the past they have had fundraisers and a Woman's auxiliary that was more active in years past. He mentioned that they are looking for possible avenues for support and interest for an auxiliary. Trustees mentioned a soft inquiry where people can volunteer for fundraisers and or help support in ways for the Fire Department. Nick mentioned that there is an issue regarding the longevity of Fire Truck 165 via year 1994. The Fire Department is planning to keep Fire Truck 165 in active service for as long as the Fire Department can. There was a discussion of what Fire Trucks are in active use and an interest with which options can be utilized with aiding the Fire Department regarding what funds are available between the Village Fire Truck Funding and the Fire Department.

Police: Approval of January 2026:

Motioned by Trustee Pickering and Seconded by Trustee Shaheen to approve the January 2026 Police Report. (Carried 4/0).

DPW: Shared Highway Resolution

Motioned by Trustee LaVassaur, Trustee Pickering and Trustee Shaheen (unable to give verbal motion due to zoom call, Trustee Plummer) to adopt a resolution for shared highway services. (Carried 4/0).

Miscellaneous Updates:

There was a public discussion that was brought up regarding Village of Tupper Lake and the Town of Tupper Lake via discussion at the Joint Board meeting, February 10th, on the shared services regarding the Town of Tupper Lake sanding as they plow their roads. There was mention that the Town in recent years adding a sander to their trucks. Adam Boudreau mentioned that he would speak at the Town level regarding this matter potentially. Trustee Shaheen spoke on potentially a smaller truck that would help the inner streets in plowing and sanding as a suggestion. Adam Boudreau spoke regarding the level of expense with a non-expanding population. He mentioned that there needs to be efficiency in the cost of spending between both the Town and the Village, Department heads, etc. Mayor Fontana mentioned that there could be possible discussion regarding this matter with both the Town and the Village.

Bob Degrace, DPW Superintendent, made a public comment to thank Highway Superintendent, William Dechene for the help in snow removal and made a comment that the room for snow removal is starting to become tight.

Water/Wastewater: January Monthly Report Approval

Trustee Pickering made a motion Seconded by Trustee LaVassaur to approve the January 2026

report for W/W/W. (Carried 4/0).

Miscellaneous Updates:

Mark Robillard, W/W/W Superintendent made a mention about the water project regarding a tentative date of early March with the plans moving forward. Mark also stated the leak on Demars Blvd. that is now fixed.

Electric: Approval of Deceased Customer Write Offs

Trustee Shaheen motioned Seconded by Trustee LaVassaur to approve the account write-offs for deceased customers in the amount of \$690.13. (Carried 4/0)

Miscellaneous Updated:

Mike Dominte, Electric Superintendent, made a comment regarding that March 2026 Electric bills will be higher than previous months. He then discussed how we had to go over our allotment and how we did not use an exuberant amount over but how much it is for purchase with the Village through the market. It is all depending on customer usage and not necessarily with The Village.

Public Comments:

There were no public comments during the public comment period.

Enter Executive Session:

Motioned by Trustee Shaheen and seconded by Trustee Pickering to enter executive session at 6:55pm for the purpose of discussing the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, resignation, or removal of a particular person or corporation. Also, to discuss proposed, pending, or current litigation. (Carried 4/0)

Exit Executive Session:

Motioned by Trustee Shaheen and seconded by Trustee Pickering to exit executive session at 7:01 p.m. (Carried 4/0)

Adjourn:

With no further business to come before the Trustees, a motion to adjourn was made by Trustee LaVassaur at 7:40pm and seconded by Trustee Shaheen. (Carried AYE 4/0).

Respectfully submitted,


Jessica Fuller- Village Clerk



RESOLUTION # 021726A
AUTHORIZING VILLAGE MAYOR TO SIGN A CONTRACT FOR SHARED
HIGHWAY SERVICES ON BEHALF OF THE VILLAGE

AT A MEETING of the Village Board of the Village of Tupper Lake held at 53 Park Street
Tupper Lake, New York on the 17th day of February 2026.

Present:
Mayor Mayor Fontana
Trustee Rick Pickering
Trustee Brasen Lavassaur
Trustee Eric Shaheen
Trustee David Plummer

RESOLUTION authorizing the Village Mayor to sign a contract on behalf of the Village to permit the Village Department of Public Works Superintendent to share services with highway department heads in other municipalities who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment, including the operators thereof, for the purpose of aiding the highway department head in the performance of his duties.

Whereas, all municipalities, including the Village of Tupper Lake have the power and authority to contract with other municipalities for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators; and

Whereas, all municipalities, including the Village of Tupper Lake, have the power and authority to borrow or lend materials and supplies to other municipalities; and

Whereas, it is hereby determined that the Village of Tupper Lake and other municipalities have machinery and equipment which is not used during certain periods; and

Whereas, it is determined that the Village of Tupper Lake and other municipalities often have materials and supplies on hand which are not immediately needed; and

Whereas, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Village of Tupper Lake and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing, or storing, of a

large inventory of certain extra materials and supplies, thereby saving money for the taxpayers;
and

Whereas, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement must receive prior approval by the Village Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session; and

Whereas, it is incumbent upon each municipality to design a simple method whereby materials, supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process; and

Whereas, it is the intent of the Village of Tupper Lake Village Board to give the Village Department of Public Works Superintendent the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Village Board prior to the making of each individual arrangement; and

Whereas, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position comparable to that of the head of the highway department in each of those other municipalities the authority to make similar arrangements; and

Whereas, it is hereby determined that it will be in the best interests of the Village of Tupper Lake to be a party to such shared services arrangements.

NOW THEREFORE, BE IT RESOLVED that the Village Mayor of the Village of Tupper Lake is hereby authorized to sign the following contract on behalf of the Village:

"CONTRACT FOR SHARED HIGHWAY SERVICES

"1. For purposes of this contract, the following terms shall be defined as follows:

"a) 'Municipality' shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the Clerk of the Village of Tupper Lake.

"b) 'Contract' shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

"c) 'Shared Service' shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

"i) the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;

"ii) the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;

"iii) the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.

"iv) the maintenance of machinery or equipment by a municipality for other municipalities.

"d) 'Superintendent' shall mean, in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; and in the case of a village, the superintendent of public works.

"2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract, and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Clerk of the Village of Tupper Lake.

"3. The Village of Tupper Lake by this agreement grants unto the Village Superintendent of Public Works the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

"a) The Village of Tupper Lake agrees to rent, exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Village of Tupper Lake. The determination as to whether such machinery, with or without operators, is needed by the Village of Tupper Lake shall be made by the Village Superintendent of Public Works. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

"b) The Village of Tupper Lake agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Village Superintendent of Public Works. In the event the said Superintendent determines that it will be in the best interests of the Village of Tupper Lake to lend to another municipality, the said Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Village of Tupper Lake by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

"c) The Village of Tupper Lake agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the Village Department of Public Works Superintendent, upon such terms as may be determined by the Village Department of Public Works Superintendent.

"d) An operator of equipment rented or loaned to another municipality, when operating such

equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

"e) When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

"f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

"g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation. Each municipality shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking a joint service pursuant to this contract, however the borrowing municipality shall reimburse the lending municipality for actual and necessary expenses upon receipt of written notice of such claim.

"4. The renting, borrowing, leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchange or borrowing of materials or supplies, or the providing of a specific service, shall be evidenced by the signing of a memorandum by the Village Department of Public Works Superintendent. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

"5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall, within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

"6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared Service shall be set forth in the memorandum.

"7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

"8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

"9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

"10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

"11. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

"12. Any action taken by the Village Department of Public Works Superintendent pursuant to the provisions of this contract shall be consistent with the duty of such official, and expenditures incurred shall not exceed the amounts set forth in the Village budget for highway purposes.

"13. A record of all transactions that have taken place as a result of the Village of Tupper Lake participating in the services afforded by this contract shall be kept by the Village Department of Public Works Superintendent, and a statement thereof, in a manner satisfactory to the Village Board, shall be submitted to the Village Board semiannually on or before the first day of June, and on or before the first day of December, of each year following the filing of the contract, unless the Village Board requests the submission of records at different times and dates.

" 14. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then it shall be severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

" 15. This contract shall be reviewed each year by the Village of Tupper Lake and shall expire five years from the date of its signing by the Village of Public Works Supervisor. The Village Board may extend or renew this contract at the termination thereof for another five-year period.

"16. Copies of this contract shall be sent to the clerk and the superintendent of each municipality with which the Village Department of Public Works Superintendent anticipates engaging in shared services. No shared services shall be conducted by the Village Department of Public Works Superintendent except with the superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the Village Department of Public Works Superintendent. "

The Village Clerk is authorized and directed to file a copy of the foregoing contract as set forth in this resolution with the chief executive officer of the following municipalities:


"IN WITNESS THEREOF, the said Village of Tupper Lake has by order of the Village Board caused these presents to be subscribed by the Village Mayor this 17th day of 2026.

ATTEST:

Jessica Fuller
Village Clerk

Jessica Truller 02/18/2026

Mary Fontana
Village Mayor



02/18/2026

The Village Clerk is authorized and directed to file a copy of the foregoing contract as set forth in this resolution with the chief executive officer of the following municipalities:

<u>Town of Franklin</u>	<u>Franklin County</u>
<u>Town of Brighton</u>	<u>Village of Saranac Lake</u>
<u>Village of Lake Placid</u>	<u>Town of St. Annand</u>
<u>Town of Tupper Lake</u>	<u>Town of Piercefild</u>
<u>Town of Santa Clara</u>	<u>Town of Long Lake</u>
<u>Town of Harrietstown</u>	<u>Town of Newcomb</u>
<u>Town of Fine</u>	<u>Town of Clifton</u>

This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Mayor Fontana	AYE	Trustee Shaheen	AYE
Trustee LaVassaur	AYE	Trustee Plummer	Absent
Trustee Pickering	AYE		

(Carried 4-0)

The Village of Tupper Lake

VILLAGE OF TUPPER LAKE
RESOLUTION APPOINTING MEMBERS TO THE ZONING BOARD OF APPEALS

WHEREAS, vacancies currently exist on the Village of Tupper Lake Zoning Board of Appeals; and
WHEREAS, the Village Board recognizes the importance of maintaining a fully staffed Zoning Board of Appeals to ensure the timely review of applications and the effective administration of the Village's zoning regulations;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Tupper Lake hereby appoints Joe Salamy and Michael Kentile to serve as members of the Village of Tupper Lake Zoning Board of Appeals, effective immediately; and

BE IT FURTHER RESOLVED that the appointed members shall serve for the term prescribed by Village Law and until their successors are duly appointed and qualified.

Moved by: Eric Green by: Brian
Seconded by:

Adopted: absent 2/17/2026