Town of Tupper Lake
Regular Town Board Meeting
Monday, December 8, 2025

Roll Call:	Supervisor Rick Dattola Councilman Tim Larkin Councilman John Gillis Councilwoman Crystal Boucher Councilman Rick Donah
Recording Secretary:	Mary Kay Strack – Town Clerk
Press:	Dan McCleland – Tupper Lake Free Press
Highway Superintendent:	William Dechene
Town Attorney:	Kirk Gagnier
Others:	Adam Boudreau – Resident & Business Owner Owen Littlefield – Resident & Business Owner

All recited the Pledge of Allegiance.

Supervisor Rick Dattola opened the Regular Town Board Meeting at 6:00 p.m.

1.) Public Comment

No Public Comment.

2.) Personal Appearance

No Personal Appearance

3.) Establish Agenda

- Add Appoint James Dukett to the Zoning Board of Appeals

4.) Approve Minutes for the Meeting Dated November 10, 2025

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The Town Clerk has provided a drafted copy of the meeting minutes dated November 10, 2025, for approval.

Councilwoman made a motion to approve the minutes dated November 10, 2025, as written.

Seconded by Councilman Gillis

All Town Board Members Voted AYE 5/0 Dattola, Larkin, Gillis, Boucher, Donah

5.) Approve Abstract of Audited Vouchers in the Amount of $144,248.50

Abstract #12

Vouchers #2025-0904 to 2025 -0991

Fund		**Prepaid/Debit**	**Unpaid**	**Total**
General	200.01	$19,110.47	$24,752.76	$43,863.23
General (B)	200.02		$4,027.04	$4,027.04
Highway	200.03		$48,399.69	$48,399.69
Highway Outside	200.04		$15,165.80	$15,165.80
Capital Projects	200.05			
Fire District	200.06			
Sewer #1	200.07		$16.52	$16.52
Sewer #5	200.10		$18,577.37	$18,577.37
Sewer #17	200.15			
Sewer #17-1	200.16		$56.47	$56.47
Sewer #17-2	200.17		$43.25	$43.25
Sewer #23	200.19		$6,957.85	$6,957.85
Water #1	200.20		$85.01	$85.01
Water #3	200.21		$238.60	$238.60
Moody Lighting	200.31		$522.12	$522.12
Recreation Events	200.34	$6,139.20	$156.35	$6,295.55
Total For Abstract		$25,249.67	$118,998.83	$144,248.50

Councilman Larkin asked if Accountant Samantha Davies would label the vouchers with completed Title of Vouchers.

Councilman Larkin made the motion to approve the Abstract OF Audited Vouchers in the amount of $144,248.50.

All Town Board Members Voted AYE 5/0 Dattola, Larkin, Gillis, Boucher, Donah

6.) Town Department Monthly Reports

Dog Reports

For the Month of September

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Complaints	5
Complaints answered	5
Dangerous Dog Complaint	1
Tickets Issued	2

Prepared by Wayne LaPierre

For the Month of October

Complaints	7
Complaints Answered	7

Prepared by Wayne LaPierre

For the Month of November

Complaints	7
Complaints Answered	7

Prepared by Wayne LaPierre

Highway Department

November 11th – December 8th

-Replaced a bridge on the ski trail with a 3' culvert.

-Finished mixing sand and salt and piling it up for this winter's use.

-Replaced both steering boxes on unit 54 and set up for winter use with plow, wing, and sander.

-Plowed and sanded roads per weather conditions (which we have been doing almost every day).

-plowed and sanded Town Hall, Maddox Hall, Train Station, big lot on Washington Street and Country Club parking lots per weather conditions.

-Weekly dump runs for the Town Hall and Maddox Hall.

Highway Superintendent William Dechene updated the Town Board on the Snowmobile Trail Groomer. He stated that it is in the shop for routine maintenance and should be ready to go soon.

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Code Enforcement

Building Permits for October 2025

1&2 Family	1
Accessory Structures	3
Additions	0
Camps	0
Commercial Alteration	0
Commercial New Construction	1
Deck	1
Demolition	1
Electrical	0
Fence	0
Garage/Carport	1
Reconstruction	1
Renovation	0
Roof	3
Septic System	0
Sign	0
Swimming Pool	0
Temporary Use	0
Violation	12

Building Permits for November 2025

1&2 Family	1
Accessory Structures	0
Additions	0
Camps	0
Commercial Alteration	0
Commercial New Construction	0
Deck	0
Demolition	0
Electrical	0
Fence	0
Garage/Carport	1
Reconstruction	0
Renovation	0
Roof	0
Septic System	1

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Sign	0
Swimming Pool	0
Temporary Use	0
Violation	2

7.) Committee Reports

Councilman Larkin updated the Board on Setting Pole Dam. LaBella applied for a grant through Northern Boarder Regional Commission, and it was not awarded. Councilman Larkin explained that it is the wrong time of the year for applying. Labella will start to look for grant opportunities in January. Councilman Larkin explains that NYSERDA stated that Setting Pole is one of the only dams that is not generating power and The Town of Tupper Lake is at a good point in the project to look at the possibility of Hydropower and will work with the Town to explore Hydropower installation.

Councilman Gillis updated the Town Board on Water 1 and Sewer Project. Councilman Gillis stated that they will start applying for grant in January. Councilman Gillis stated that the James C. Frenette trails are ready to ski, they have groomed 7 times already this year. The Highway department has taken out a bridge and replaced it with a culvert and saved the James C. Frenette trails 3 or 4 thousand Dollars in materials. The sliding hill has been busy. Councilman Gillis also stated again that the James C. Frenette ski Trails will be hosting the "Tour De Ski" at the end of January.

Supervisor Dattola went over the recreation Departments events and programs. Supervisor Dattola spoke about Cheerleader and Lil Ballers starting this month. The Ugly Sweater making at the Train Station was a success. Supervisor Dattola also thanked Town Clerk Mary Kay Strack and staff for decorating the train station this year.

8.) Reappointing Randy LaLonde to the Zoning Board of Appeals for a 5-year Term Starting 01/01/2026

RESOLUTION #63/2025

OF

TOWN OF TUPPER LAKE
FRANKLIN COUNTY, NEW YORK

WHEREAS, the appointment of Mr. Randy LaLonde on the Zoning Board of Appeals term will expire December 31, 2025, and

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NOW THEREFORE BE IT RESOLVED; at a regular town board meeting held December 8, 2025, Councilman Larkin made a motion to reappoint Randy LaLonde for a 5-year term (01/01/2026 – 12/31/2030) on the Zoning Board of Appeals, Seconded by Councilman Gillis.

Dated: December 8, 2025
Action: Carried 5/0 Dattola, Larkin, Gillis, Boucher, Donah

_____Mary Kay Strack_____
Mary Kay Strack – Town Clerk

9.) Reappoint Thomas Maroun to the Town Planning Board for a 7-year term starting 01/01/2026

Resolution # 64 /2025

Of

The Town Board of the Town of Tupper Lake,
Franklin County, New York

WHEREAS, Mr. Thomas Maroun term on the Town Planning Board will be expire on December 31, 2025,

NOW THEREFORE BE IT RESOLVED, at a Town Board Meeting held December 8, 2025, Town Board Members voted to re-appoint Mr. Thomas Maroun to the Town Planning Board for a 7-year term effective January 1, 2026 – 12/31/2032.

Dated: December 8, 2025
Motion: Councilman Donah
Seconded: Councilwoman Boucher
Action: Carried 5/0 Dattola, Larkin, Gillis, Boucher, Donah

*__Mary Kay Strack*_____
Mary Kay Strack, Town Clerk

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10.) Award Bid for Galvanized Equipment Trailor

12/01/2025

Date

Bid opening for: Galvanized Equipment Trailer

Name	**Submitted Bid**
The Trailer Store	$ 11,550.00

Date of Opening **12/01/2025**

Time of Opening 12:00 p.m.

Opened By: Mary Kay Strack

Present: **Jessica Fuller**

Witness: **Jessica Fuller**

Bid was awarded to The Trailor Store

Town of Tupper Lake
120 Demars Blvd.
Tupper Lake, NY 12986

Mary Kay Strack
Town Clerk

Councilman Gillis made a motion to award the Bid for a Galvanized Equipment Trailor for $11,500.00.

Seconded by Councilwoman Boucher

All Town Board Members Voted AYE 5/0 Dattola, Larkin, Gillis, Boucher, Donah

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11.) Accept Final Bid Amount for 2000 Mack Tandem and 2 One-way Plows from Auction International

2000 Mack Tandem brought in a Bid of $6,300.00
2 One-way Plows at $32.00 each

Councilman Gillis suggested accepting the final bid for the 2000 Mack but declining the bid for the 2 One-way plows.

Highway Superintendent william Dechene explained to the Town Board that he must give a counteroffer for the plows if they do not except the final bid.

Ater discussion the Town Board decided to accept the $6,300.00 for the 2000 Mack Truck but reject the offer of 32.00 for 2 One-plows (each) and make a counter offer $250.00 (each) for the One-way plows.

Councilman Gillis made the motion.
Seconded by Councilman Donah
All board Members Voted AYE 5/0 Dattola, Larkin, Gillis, Boucher, Donah

12.) Approve Amendment No.1 to L&S Energy Agreement (Addition of Federal & State Requirement Flow-down Terms)

RESOLUTION #65/2025
OF
TOWN OF TUPPER LAKE
FRANKLIN COUNTY, NEW YORK

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into as of the __25_____ day of _November_____, 2025, by and between the **Town of Tupper Lake** ("CLIENT") and **L&S Energy Services, Inc.** ("CONTRACTOR").

WHEREAS, CLIENT and CONTRACTOR entered into a Professional Services Agreement dated October 23, 2025 (the "Agreement"); and

WHEREAS, the services to be performed under the Agreement are funded in whole or in part by a grant from the U.S. Department of Energy (DOE) under the Energy Efficiency and

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Conservation Block Grant (EECBG) Program, administered by the New York State Energy Research and Development Authority (NYSERDA) under Agreement Number 258098; and

WHEREAS, the CLIENT is required to flow down specific federal and state terms and conditions to the CONTRACTOR as a condition of said funding;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to amend the Agreement as follows:

1. ADDITION OF SECTION 21. The following Section 21 is hereby added to the Agreement:

21. FEDERAL AND STATE REQUIREMENTS (FLOW-DOWN TERMS) This Agreement is funded in whole or in part by a grant from the U.S. Department of Energy (DOE) under the Energy Efficiency and Conservation Block Grant (EECBG) Program, administered by NYSERDA. CONTRACTOR acknowledges that it is a sub-recipient of federal funds and agrees to comply with all applicable federal and state laws, regulations, and executive orders. The specific federal terms and conditions applicable to this Agreement are set forth in **Exhibit B (Federal Flow-Down Terms)**, attached hereto, and incorporated by reference. In the event of a conflict between the body of this Agreement and Exhibit B, the terms of Exhibit B shall control.

2. ADDITION OF EXHIBIT B. Exhibit B, attached hereto, is hereby added to the Agreement.

3. FULL FORCE AND EFFECT. Except as expressly modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

EXHIBIT B

FEDERAL FLOW-DOWN TERMS

The following terms apply to this Agreement because it is funded by the Bipartisan Infrastructure Law (BIL), Public Law 117-58, via the Energy Efficiency and Conservation Block Grant (EECBG) Program (DOE Award No. DE-SE0000482).

1. COMPLIANCE WITH FEDERAL REGULATIONS The CONTRACTOR agrees to comply with the following federal regulations, which are incorporated by reference:

- **2 CFR Part 200:** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **2 CFR Part 910:** Department of Energy (DOE) specific Uniform Administrative Requirements.

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- **10 CFR Part 420:** State Energy Program federal regulations.

2. BUILD AMERICA, BUY AMERICA (BABA) ACT To the extent this Agreement involves an infrastructure project, the CONTRACTOR must comply with the "Build America, Buy America" requirements. None of the funds provided under this Award may be used for a project for infrastructure unless: (a) All iron and steel used in the project are produced in the United States; (b) All manufactured products used in the project are produced in the United States; and (c) All construction materials are manufactured in the United States. The CONTRACTOR shall provide certifications or proof of compliance from suppliers or manufacturers as required by the CLIENT.

3. DAVIS-BACON ACT (PREVAILING WAGE) For any construction, alteration, or repair work in excess of $2,000 performed under this Agreement, the CONTRACTOR must ensure that all laborers and mechanics are paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor. CONTRACTOR must comply with all reporting requirements, including the submission of certified weekly payrolls.

4. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) & HISTORIC PRESERVATION The CONTRACTOR shall facilitate compliance with NEPA and Section 106 of the National Historic Preservation Act.

5. PROHIBITION ON CERTAIN TELECOMMUNICATIONS Funds may not be used to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

6. WHISTLEBLOWER PROTECTION The CONTRACTOR shall not require employees or subcontractors to sign internal nondisclosure or confidentiality agreements that restrict the lawful reporting of waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency.

7. CONFLICT OF INTEREST The CONTRACTOR attests that it has no actual or potential conflict of interest that could prevent the satisfactory or ethical performance of duties. The CONTRACTOR must disclose in writing any potential or actual organizational conflict of interest to the CLIENT immediately.

8. AUDIT AND ACCESS TO RECORDS NYSERDA, DOE, and the Comptroller General of the United States shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. Records must be retained for a period of three years after acceptance of the Work.

9. MANDATORY DISCLOSURES The CONTRACTOR must disclose, in a timely manner, in

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writing to the CLIENT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

10. SEGREGATION OF COSTS The CONTRACTOR must keep separate records for Bipartisan Infrastructure Law (BIL) funds to ensure those records comply with the requirements of the BIL.

DATED: December 8, 2025

Motion: Councilman Larkin

Seconded: Councilman Gillis

Action: Carried 5/0 Dattola, Larkin, Gillis, Boucher, Donah

*Mary Kay Strack*_____

Mary Kay Strack – Town Clerk

13.) Approve Custodial Management Agreement Between the Adult Center and the Town of Tupper Lake

Resolution # 66/2025
Of
Town of Tupper Lake
Franklin County, New York

CUSTODIAL MANAGEMENT AGREEMENT

THIS AGREEMENT made this __8th __ day of December, 2025 by and between The Town of Tupper Lake, a municipal corporation with offices at 120 Demars Blvd., Tupper Lake, New York (hereinafter referred to as the "Town") and Adirondack Adult Center, Inc., a New York not-for-profit corporation with offices at 179 Demars Blvd., Tupper Lake, New York (hereinafter referred to as the "Custodian")

WITNESSETH:

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WHEREAS Custodian has occupied a parcel of property at 179 Demars Blvd. in the Village of Tupper Lake, Franklin County, New York and previously constructed and conveyed a building thereon as an annex to the Maddox Hall (the "Annex") to the Town of Tupper Lake; and

WHEREAS Custodian wishes to occupy and manage the Annex for use as a facility for the senior citizens of the Town of Tupper Lake for a period commencing from the date hereof until December 31, 2028.

NOW THEREFORE for valuable consideration, the parties hereby agree as follows:

1. The Town hereby grants to the Custodian the exclusive right to occupy and manage the Annex as provided herein for the period commencing with the date of this agreement and terminating December 31, 2028.
2. The Annex is to be used and occupied as a facility for all of the senior citizens of the Town of Tupper Lake, regardless of their membership or affiliation with Custodian, for such activities as the Custodian may from time to time organize and supervise. It is intended that the Annex will be used as a "multi-purpose senior center" as defined in regulations implementing Section 501 of the Federal Older Americans Act. No commercial activities of any kind may be conducted in the Annex or on the Annex property. This shall not preclude fund-raising activities for the benefit of the Custodian or the senior citizens of the Town.
3. Custodian shall not pay rent or other fees for the use of the Annex.
4. Custodian shall take good care of the Annex. The Town shall furnish heat, electric power, sewer and water to the Annex and the Town shall be responsible for all repairs caused by ordinary wear and tear and damage to the Annex. The Town reserves the right upon 90 days' notice to the Custodian to request that the Custodian pay sums due for heat, electric power, sewer, and water to the Annex and for all repairs caused by ordinary wear and tear and

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damage to the Annex. In the event that the Custodian is not willing to undertake such costs and obligations, then either party may seek to terminate this Agreement pursuant to Paragraph 7. The Custodian shall be responsible for all repairs and damage caused by Custodian or any person using the Annex. Custodian shall maintain a policy of liability insurance with coverage in an amount of not less than $2,000,000 containing an endorsement to the Town, during the term of this agreement. The Town has allocated the sum of $15,000.00 as an appropriation item in the fiscal year 2026 to provide to the Custodian for operations. The Town shall have the option to pay this sum in installments to the Custodian, or in a lump sum. In the event of early termination of this Agreement, any funds not paid to the Custodian shall remain the property of the Town. The Town shall also have the option to purchase equipment under state contract regulations and rules for use by the Custodian on such terms and conditions that the parties hereto agree to.

5. Custodian assumes all risks in the management and operation of the Annex pursuant to this agreement and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property resulting therefrom. Custodian hereby covenants and agrees to indemnify and keep harmless the Town and its officers and employees from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of the Annex pursuant to this agreement or the carelessness, negligence or improper conduct of the Custodian or any servant, agent or employee, which responsibility shall not be limited to the insurance coverage herein provided for.
6. All furnishings, furniture, appliances, equipment, and other personal property located in the Annex shall be provided by the Custodian and shall remain the property of the Custodian upon the termination of this Agreement.

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7. It is expressly understood and agreed that no real or personal property is leased to the Custodian, that it is a licensee and not a lessee, that the Custodian's right to manage and occupy the Annex shall continue only so long as the Custodian shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations and conditions contained herein. Either party may terminate this Agreement without cause on sixty (60) days' written notice.
8. The Custodian agrees that any use of the exterior property upon which the Annex or the adjourning building sit, except for parking purposes, must be approved by the Town and that the Town Clerk is the contact person for such approval.
9. Upon the termination of this Agreement or any extension thereof, Custodian shall deliver the Annex in good order and condition. The Town may enter upon the Annex at any reasonable time for inspection or other purposes, including the requirements of any statutes, ordinance or regulations imposed by any government agency.
10. This Agreement supersedes all other agreements of any nature between the Town and the Custodian after the date of the Title transfer from the Custodian to the Town. The Custodian may not assign this agreement or sub-let the Annex or any part thereof, or permit any activity not provided herein, without the written consent of the Town.

IN WITNESS WHEREOF the parties have caused this agreement to be duly executed on this 8th day of December 2025.

Motion: Councilman Larkin
Seconded: Councilwoman Boucher
Action: Carried __5/0__Vote

TOWN OF TUPPER LAKE

(SEAL)

Mary Kay Strack

Mary Kay Strack – Town Clerk

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14.) Discuss Triple Lease Agreement between Next Stop Tupper Lake

Town Attorney Kirk Gagnier explained to the Town Board that this lease agreement will give the Town site control until the building is officially turned over to the Town of Tupper Lake. The Triple Lease Agreement spells out that the Town will now be responsible for insurance on the building and repairs and maintenance, and any utilities bills from the use of the facility.

TRIPLE NET LEASE AGREEMENT

Between the Town of Tupper Lake and Next Stop Tupper Lake LLC Property

Address: 37 Depot Street, Tupper Lake, NY 12986

Known as: The Tupper Lake Train Station

1. PARTIES

This Triple Net Lease Agreement ("Lease") is made and entered into this_ day of ----2025, by and between the Town of Tupper Lake, a municipal corporation organized under the laws of the State of New York, having offices at 120 Demars Boulevard, Tupper Lake, NY 12986 (hereinafter the "Landlord" or "Town"), and Next Stop Tupper Lake LLC, a New York limited liability company (hereinafter the "Tenant").

2 PREMISES

The Town hereby leases to Tenant, and Tenant hereby leases from the Town, the real property and improvements located at 37 Depot Street, Tupper Lake, NY 12986, commonly known as the Tupper Lake Train Station ("Premises").

3 TERM

The Lease shall commence on _____, 2025 ("Commencement Date") and shall continue for a term of ___ LJ years, unless sooner terminated as provided herein.

4 TRIPLE NET LEASE

This Lease is intended to be a Triple Net Lease, meaning Tenant shall be responsible for all costs and expenses relating to the Premises during the term of this Lease, including but not limited to:

- Real property taxes and assessments;
- Utilities (electric, heat, water, sewer, refuse, internet);
- Routine and capital maintenance and repairs, both interior and exterior;

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- Property and liability insurance premiums.

The Town shall have no obligation to make any payments or repairs, except as otherwise expressly stated in this Lease.

5. INSURANCE

a. Interim Coverage: Until such time as the Town of Tupper Lake takes formal possession of the property, or as otherwise mutually agreed, the Town shall maintain property insurance coverage for the building located at 37 Depot Street.

b. Tenant Coverage: Upon commencement of the lease term or transfer of possession, Tenant shall procure and maintain, at its sole cost and expense:

1. Commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate;
2. Property insurance covering the full replacement cost of all improvements, fixtures, and contents;
3. Workers' compensation and employer's liability insurance as required by New York State law.

Tenant shall provide certificates of insurance naming the Town of Tupper Lake as an additional insured and provide renewal certificates annually.

6. USE OF PREMISES

Tenant shall use and occupy the Premises for purposes consistent with its mission and the Town's public interest, including but not limited to:

- Promoting tourism, recreation, and economic activity in the community;
- Supporting rail trail, heritage, or visitor-serving uses;
- Operating the facility in a manner open and accessible to the public.

No unlawful, hazardous, or nuisance activities shall be conducted on the Premises. Tenant shall comply with all applicable laws, ordinances, codes, and regulations of any governmental authority having jurisdiction.

7. COMMUNITY ACCESS & PUBLIC PURPOSE

Tenant acknowledges that the Tupper Lake Train Station is a publicly owned community asset. Tenant agrees to:

1. Maintain reasonable public access to the facility during regular business hours or event schedules;
2. Collaborate with the Town on community events, educational programs, and heritage

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initiatives;
3. Ensure that public use of the Premises is non-discriminatory and compliant with all applicable accessibility standards (ADA, NYS Building Code, etc.);
4. Allow the Town to use the premises, at no cost, for up to_ public events per year upon reasonable notice.

8. MAINTENANCE AND REPAIRS

Tenant shall, at its sole expense, keep and maintain the Premises and all improvements, fixtures, landscaping, sidewalks, and parking areas in good and safe condition.

Tenant shall perform all necessary maintenance and promptly make all repairs and replacements, whether structural or non-structural.

Any substantial alterations or improvements shall require prior written approval by the Town and, if applicable, by the Adirondack Park Agency or other regulatory bodies.

9. TAXES AND UTILITIES

Tenant shall pay directly all utilities and services furnished to the Premises, including electricity, heat, water, sewer, refuse, and communications.
Tenant shall also be responsible for any real property taxes or assessments levied during the term, if applicable.

10. INDEMNIFICATION

Tenant shall defend, indemnify, and hold harmless the Town of Tupper Lake, its officers, employees, and agents from and against any and all claims, damages, liabilities, or expenses arising from Tenant's use or occupancy of the Premises, or any act or omission of Tenant, its employees, contractors, or invitees.

11. ASSIGNMENT AND SUBLETTING

Tenant shall not assign, transfer, mortgage, or sublet the Premises, in whole or in part, without the prior written consent of the Town.

Any approved sublease shall be consistent with the community purposes of this Lease.

12. DEFAULT

In the event Tenant fails to make any payment or perform any obligation required under this Lease and such failure continues for thirty (30) days after written notice, the Town may terminate this Lease and re-enter the Premises.

13. TERMINATION

This Lease may be terminated by either party upon ninety (90) days' written notice for cause, or at any time by mutual written agreement.

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Upon termination or expiration, Tenant shall surrender the Premises in good condition, ordinary wear and tear excepted.

14. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of New York.

15. NON-DISCRIMINATION

Tenant shall not discriminate against any person or group on the basis of race, color, creed, sex, age, national origin, disability, or any other category protected by law, in the use or operation of the Premises.

16. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or understandings. Any modification shall be in writing and signed by both parties.

Councilman Gillis question some of the verbiage of the agreement and asked it to be change before approval. Councilman Gillis explained that the agreement sounds as of Next stop Tupper lake was leasing the Train Station From the Town and stating that Next Stop Tupper Lake would be paying all the bills.

Councilman Donah voiced his concerns about all the moving parts of the Train Station as it has become a hub of activity with the trains, bikes, snowmobiles, and public use. Two other major concerns are the status of the building and the leasing to ARPS. Councilman Donah stated that a lot of things need to figure out at the Train station and it is not a simple lets just keep moving like it has been.

The Town Board discussed all the moving components of the train station's needs. They went over all the maintenance needs inside and outside. The Town Board started to discuss the inside of the Train Station for the coming year. No decision was made and needs to be further discussed in the coming months.

Councilman Donah made a motion to Table the agreement until next meeting.
Seconded by Councilman Gillis
All Town Board Members Voted AYE 5/0 Dattola, Larkin, Gillis, Boucher, Donah

15.) Discuss Inter-party Agreement between Adirondack Club and Resort and James C. Frenette Sr. Recreational Trails to Extended Cross Country Ski Trails

INTERPARTY AGREEMENT-

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ADIRONDACK CLUB & RESORT and JAMES C. FRENETTE SR.–

RECREATIONAL TRAIL SYSTEM

This Agreement is made as of the _____day of ____ December, 2025, by and between the **Town of Tupper Lake** ("Town") with a mailing address of 120 Demars Blvd., Tupper Lake, New York 12986 ; **Preserve Associates, LLC** ("Preserve") with a mailing address of _____; **Love Tupper LLC** ("Love Tupper") with a mailing address of 15 Danielle Ct., Jackson, NJ 08527; and **Crossroads ADK LLC** with a mailing address of _____ ("Crossroads").

WITNESSETH:

WHEREAS, the parties hereto are landowners, adjoining landowners and interested parties in properties that comprise and include the project known as the Adirondack Club and Resort in the Town of Tupper Lake; and

WHEREAS, an interconnected system of recreational trails traverses through both public and private lands of which the parties hereto have an interest, said trails identified on the attached map; and

WHEREAS, the parties hereto recognize the benefit of the trail system to the commercial, economic and tourism future of Tupper Lake and the surrounding region and the residents, visitors, and workforce of the region; and

WHEREAS, the parties hereto are parties to, successors in interest to, and interested parties in lands subject to Adirondack Park Agency Project Findings and Order 2005-100, also known as the Adirondack Club and Resort, and the parties deem this collaborative Agreement consistent with and in furtherance of that order; and

WHEREAS, the parties hereto desire to collectively enter into this Agreement to allow public use of interconnected recreational trails on their adjoining properties; and

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WHEREAS, the parties hereto desire to allow public use of their respective properties and are cognizant of New York General Obligations Law Section 9-103, the legislative intent of which is to promote the recreational use of private lands by the public while limiting liability to landowners; and

WHEREAS, the parties hereto desire to and are collectively collaborating in creating a recreational trail system to further the regional goals of encouraging growth in the economy, commerce, and tourism, while also advancing the approved development of the Adirondack Club & Resort project; and

WHEREAS, recreational trails exist that the general public currently uses for recreational purposes without cost on the properties of Preserve and Love Tupper and the Town (the "Existing Trails"); and

WHEREAS, Preserve and Love Tupper are willing to grant permission to the Town for use by the public of the Existing Trails on their properties as set forth herein; and

WHEREAS, Preserve is the owner of properties known as tax map number 510.-5-3; as shown on the attached map; and

WHEREAS, Love Tupper is the owner of properties known as tax map number 510.-1-80 and 510.-4-1 as shown on the attached map; and

WHEREAS, the Town is an adjoining landowner of property known as tax map number 510.-1-65 as shown on the attached map; and

WHEREAS, Crossroads is a mortgagee of lands of Preserve; and

WHEREAS, Crossroads executes this Agreement as an interested party to confirm its consent to and support with the arrangement set forth herein; and

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WHEREAS, the parties hereto desire to set forth an Agreement with regard to recreational use of the Existing Trails on the properties of Love and Preserve.

NOW THEREFORE, the parties hereto agree as follows:

1. This Agreement shall remain in force for the term of one year from the date above and shall automatically renew for one-year periods on each anniversary of the date of this Agreement, provided however it may be terminated earlier by any party as to its interest in its property(ies) upon ninety (90) days' notice to the other parties in writing. Email to the other parties set forth below in the Notice Provision shall be deemed acceptable notice, as shall personal service, or overnight courier. Notice shall be deemed given on the day received by any recipient.

2. This Agreement gives the Town no right, title, or interest in any property of the other parties, except on the terms set forth herein.

3. The use of the Existing Trails on the property of Love and Preserve shall be limited to those trails as shown on the attached map that already exist.

4. The Town may authorize the use of the Existing Trails for cross-country skiing, snowshoeing, and hiking by the general public ("Public Users"). The Town shall not and shall use its best efforts to ensure that Public Users do not, use or utilize the other parties' properties in any other manner, including use by motorized vehicles (except town designated trail groomers), gathering firewood, hunting, building fires, or mountain biking or other biking.

5. The Town shall have the right to groom and maintain the Existing Trails and trim vegetation on the Existing Trails, using motorized vehicles, and is authorized to replace stream and/or wetland crossings, all at the Town's own expense, subject to any required permits and governmental approvals, the cost and application for which the Town shall be responsible for. In no case shall the Town create or allow others to create new trails or increase the width of any trail to more than 20 groom able feet with bridges no more than 12 groom able feet without permission from the other parties as to their property. The removal of any trees on trails, other than trimming of vegetation will require the consent of the landowner.

   Any application for a governmental permit in connection with the Existing Trails or any stream or wetland crossing shall be provided to the property owner of the land that the permit involves prior to any filing of such permit. The property owners other than the Town do not grant permission to the Town to plow, access, or encroach in any way on their properties except as stated herein. The Town shall be responsible for any damages,

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fees, fines, or penalties in connection with any activity undertaken by the Town or its guest or invitees in connection with the above on the properties of the other parties.

The landowners reserve the right to maintain, improve, and upgrade the Existing Trails as their own right, utilizing whatever equipment and personnel of their choice.

6. The Town shall use its best efforts to ensure that all Public Users observe any posted signs on the other parties' properties and do not enter any of the other parties' properties other than upon the Existing Trails.

7. The Town shall not and shall use its best efforts to ensure that Public Users do not erect any structures whether permanent or temporary (shanties, tents, yurts or similar) on the other parties' properties.

8. The Town is responsible for providing adequate sanitation facilities for Public Users and collecting and disposing of any trash or waste left by Public Users on the other parties' properties.

9. The Town shall confine all activities in connection with its annual "Brewski" event to Town owned property and the trails existing only on Town owned property. The Town may not hold any revenue-generating events on the other parties' property without those property owner(s)' express written consent.

10. The Town shall provide to the other parties hereto evidence of general liability insurance satisfactory to the other parties regarding the use contemplated herein and shall name the other parties as additional insureds under such policy.

11. Nothing in this Agreement shall be construed to limit the Town in developing additional trails on Town owned property and governing the use of the Existing Trails on Town owned property and any future trails.

12. Each Party hereto covenants and warrants that it has all required approvals to enter into this Agreement and that no other approvals by any party are required.

13. This Agreement may be amended by the parties in writing. This Agreement shall be binding upon the successors and assigns of the parties hereto.

Town Attorney Kirk Gagnier went over the contract with the Town Board. Town Attorney Gagnier explains that a few things need to be done before the approval of the agreement, one being the width of the trail. Town Attorney Gagnier stated that it is moving forward, and he hopes to approve it at the end of year meeting.

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Councilman Donah made a motion to table the approval of the agreement until all sides agree on the content of agreement.

Seconded by Councilman Larkin

All Board Members Voted AYE Dattola. Larkin, Gillis, Boucher, Donah

16.) Set Date for End Of Year Meeting

Councilman Larkin made a motion to set the End Of Year meeting for December 29, 2025, at 6:00 p.m.

Seconded by Councilman Donah

All Town Board members Voted AYE 5/0 Dattola, Larkin, Gillis, Boucher, Donah

17.) Set the Organization Meeting for January 5, 2026, at 6:00p.m.

Councilman Larkin made amotion to set the Organization Meeting for January 5, 2025, at 6:00 p.m.

All Board Members Voted AYE Dattola. Larkin, Gillis, Boucher, Donah

18.) Approve James Dukett to Fill a Vacancy on the Zoning Board of Appeals

RESOLUTION #67/2025

OF

THE TOWN BOARD OF THE TOWN OF TUPPER LAKE,
FRANKLIN County, New York

WHEREAS, the Zoning Board of Appeals has a vacant seat on the board, and

WHEREAS, Mr. James Dukett was asked to fill vacant seat, his term will start January 1, 2026, and end December 31, 2028, a 2-year term.

THEREFORE, BE IT RESOLVED, at a regular Town Board Meeting held December 8, 2025, Councilman Gillis made motion to appoint Mr. James Dukett to the open seat on the Zoning Board of Appeals, effective January 1, 2026, seconded by Councilman Donah.

Date: December 8, 2025

Action: Carried 5/0 Dattola, Larkin, Gillis, Boucher, Doanh

_____*Mary kay Strack*_____
Mary Kay Strack – Town Clerk

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19.) Adjourn

Councilman Larkin made a motion to adjourn the Regular Town Board meeting at 6:49 p.m.
Seconded by Councilwoman Bocuher
All Town Board Member Voted AYE Dattola. Larkin, Gillis, Boucher, Donah

_____

Mary Kay Strack – Town Clerk

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