AGREEMENT

This Agreement is effective on the ___day of April 2026, by and between the **Town of Peru**, a municipality duly organized and existing pursuant to the laws of the State of New York which maintains it address at Town Hall, 3036 Main Street, Peru, New York 12972, (hereinafter referred to as the "Town"); and **Lake Champlain Transportation Company**, a Vermont corporation authorized to conduct business in the State of New York which maintains its principal offices at King Street Dock, Burlington, Vermont 05401, (hereinafter referred to as "LCT").

WITNESSETH

WHEREAS, the Town is a "town" as defined in Section 2 of the New York Town Law and has enacted the "Zoning Law of the Town of Peru, New York" (hereinafter referred to as the "Zoning Law") pursuant to the authority granted to it under the New York State Town Law and the Municipal Home Rule Law;

WHEREAS, the Zoning Law regulates the use of real property located within the Town in order to protect and promote public health, safety, comfort, convenience, economy, aesthetics, general welfare, natural, agricultural and cultural resources of its citizens;

WHEREAS, the Town has appointed a Code Enforcement Official/Interim Code Enforcement Official (the "Town CEO" or "CEO"), who is the officer charged with the administration and enforcement of the Zoning Law;

WHEREAS, In June 2024, LCT purchased the following parcels of land all located within the Town:

	Tax ID	Address	Zoning	Description/Use
1	258.-2-2.1	4013 US 9	Lake Comm	1.0 acre improved by a ship store and office space.
2	258.-2-2.2	US 9	Lake Comm	11.3 acres improved by 2 buildings (4-bay service center).
3	258.-2-2.3	4016 US 9	Lake Comm	1.0 acre adjoining Lake Champlain. It is improved by a commercial building used for a restaurant and boat marina.
4	258.-2-12	3984 US 9	Lake Comm	2.3 acres adjoining Lake Champlain. It is improved by a commercial building used for a marina, retail space, boat rentals, bathrooms for boaters/campers, a garage, RV rental sites.
5	258.-2-13.1	3981 US 9	Lake Comm	11.2 acres improved by 2 buildings used for boat storage.
6	258.-2-13.3	US 9	Lake Comm	13.0 acres of vacant land.

WHEREAS, prior to LCT's purchase of these properties, they were operated as part of marinas known as "Snug Harbor Marina" and "Olde Valcour Marina" pursuant to permits issued by: (a) the Adirondack Park Agency ("APA"); (b) the New York State Department of Environmental Conservation ("DEC"); (c) the U.S. Army Corps of Engineers ("USACE"); and a Submerged Land License issued by the New York State Office of General Services, ("OGS").

WHEREAS, on December 5, 2024, DEC granted LCT's application for a Floating Object Permit (DEC Permit #5-0940-00011/0005). On January 15, 2025, the APA granted LCT's application and issued a new APA Permit #2024-0152. On April 1, 2025, OGS granted LCT's application and issued the Submerged Land License #LUW02579. On September 17, 2025, USACE granted LCT's application and issued USACE Permit #NAN-2024-00749-UDO.

WHEREAS, LCT proceeded forward with its reconfiguration of the "Snug Harbor Marina" and "Olde Valcour Marina" pursuant to APA Permit #2024-0152 and Submerged Land License #LUW02579.

WHEREAS, the Town has conducted inspections on LCT's properties. The Town CEO has raised concerns regarding LCT's compliance with the Town's Zoning Law regarding the application for building permits and site plan review.

WHEREAS, on February 27, 2026, the Town CEO issued a letter to LCT setting forth the Town's position that LCT's property must conform to the Zoning Law and directed that all activities on those properties cease and desist until the issues can be resolved (the "February 27, 2026, Cease & Desist Letter") .

WHEREAS, the Town and LCT have engaged in substantial negotiations to resolve all issues raised by the Town CEO and have reached the following agreement regarding the same.

NOW THEREFORE, the parties hereto agree as follows.

1. <u>Recission of the February 27, 2026, Cease & Desist Letter</u>: Upon the full execution of this Agreement, the February 27, 2026, Cease & Desist Letter shall be deemed rescinded and LCT will be permitted to proceed with complying with its obligations as set forth below and further working on the marina properties in compliance with the Zoning Law.

2. <u>Issues with Parcel 258.-2-2.1 (the "Boat Work's Lot")</u>. The Town CEO has determined that LCT installed new windows, siding, and made interior alterations/repairs to the commercial building located on this parcel and used for retail and office purposes without a required building permit. Without conceding that a building permit was required, LCT agrees to submit a properly completed building permit application and appropriate fees to

the Town CEO for the new windows, siding, and interior alterations/repairs to the building. The Town CEO will issue the building permit and thereafter inspect the building. If the building is in compliance with the Town's building code and passes all necessary inspections, then the Town CEO will issue the necessary Certificate of Occupancy ("CO"). In addition, LCT removed a portion of the building, with the approximate dimensions of 12' x16' without a demolition permit. LCT shall submit a complete demolition permit and pay the necessary fee. The CO shall not be issued until the demolition permit has been granted.

3. <u>Issues with Parcel 258.-2-2.12 (Southern Marina, Retail Store, Bathhouse, & Camp Sites)</u>.

A. <u>Windows & Siding on Main Building</u>: The Town CEO has determined that LCT installed new windows and siding on the main building located on the property without a required building permit. Without conceding that a building permit was required, LCT agrees to submit a properly completed building permit application and appropriate fees to the Town CEO for the new windows and siding. The Town CEO will issue the building permit and thereafter inspect the building. If the building is in compliance with Town's building code and passes all necessary inspections, then the Town CEO will issue the necessary CO as more fully addressed in subparagraph 3(F) below.

B. <u>Bathrooms</u>: The Town CEO has determined that LCT re-purposed the dive shop store to install what is described as a new bathhouse for boat slip renters without a required building permit. It is LCT's position that it did not re-purpose the dive shop but

rather used a portion of the existing building that was used for storage to renovate bathrooms, and the dive shop and retail space remain. LCT previously submitted to the Town an application for a demolition permit and a hazardous material survey. Without conceding that LCT re-purposed the dive shop and/or that a building permit was required, LCT agrees to submit a properly completed building permit application and appropriate fees to the Town CEO for the bathrooms. The Town CEO will issue the building permit and thereafter inspect the bathrooms. If the bathrooms are in compliance with the Town's building code and pass all necessary inspections, then the Town CEO will issue the necessary temporary CO. The temporary CO shall remain in effect so long as the LCT submits a complete application for site plan approval to the Town Planning Board no later than June 10, 2026. The temporary CO shall remain in place until the application is either approved or rejected, Failure to submit a complete application for site approval no later than June 10, 2026, shall result in immediate revocation of the temporary CO. This date may be extended by mutual consent of the parties for good cause shown.

C. <u>Campsites</u>: The Town CEO has determined that LCT increased the number of campsites from 12 to 18 and made improvements to them including upgrading the electrical service without a required building permit. Without conceding that LCT increased the number of campsites and/or that a building permit was required, LCT agrees to submit a properly completed building permit application and appropriate fees to the Town CEO for all improvements including the upgraded electrical service to the campsites. LCT will also submit to the Town CEO an inspection report by an independent certified electrical

inspector stating that everything is compliant with the New York State Building Code. He will inspect the non-electrical upgrades and the inspection report by an independent certified electrical inspector. If the campsites are in compliance with the Town's building code and pass all necessary inspections, then the Town CEO will issue a temporary CO. The temporary CO shall remain in effect so long as the LCT submits a complete application for site plan approval to the Town Planning Board no later than June 10, 2026. The temporary CO shall remain in place until the application is either approved or rejected. Failure to submit a complete application for site approval no later than June 10, 2026, shall result in immediate revocation of the temporary CO. The Planning Board may refer the application to the Zoning Board of Appeals if it determines that the site plan does not meet comply with the Town of Peru Zoning Ordinance. This date may be extended by mutual consent of the parties for good cause shown.

D. <u>Issuance of the CO</u>: The Town CEO will consider in good faith any evidence LCT presents to corroborate its claims that: (a) LCT seeks to renovate and repair the existing bathrooms which were located in the building and used by boat slip renters and as such this is not a change in use; and (b) there have been more than 12 campsites on the property prior to LCT purchasing the property and this is not a change in intensity of its use. If the Town CEO accepts LCT's evidence and agrees with its position, then he shall issue a CO for the building and campsites. If the Town CEO rejects LCT's evidence and disagrees with its argument, then he shall issue temporary COs as described above.

4. <u>Issues with Parcel 258.-2-2.3 (the Northern Marina Parcel).</u>

A. <u>New Bridge/Catwalk</u>: The Town CEO has determined that LCT repaired and replaced a bridge leading from the shore to the new docks without a building permit or any

inspections of the construction as it progressed. LCT contends that it is a gangway, fixed on the shore end, and rests on the floating docks. The Town CEO has also concluded that the repair and replacement of the gangway will trigger site plan review provided it increases the "intensity" of its use by servicing more dock slips and moorings then the previous gangway pursuant to the previous APA permit. Without conceding that a building permit was required, LCT agrees to submit a properly completed building permit application and appropriate fees to the Town CEO for the gangway along with: (1) the plans prepared by a Professional Engineer ("PE") certifying that they meet all applicable building codes; (2) the number of boat slips serviced by the prior gangway pursuant to the previous APA permit; and (3) the number of boat slips that shall be allowed to be serviced by the new gangway; (4) any existing video and/or photographic evidence of its construction establishing that the gangway was constructed in compliance with the applicable building codes; (5) if no video and/or photographic evidence exists, a certification by a PE stating that the plans meet all applicable building codes, the as built gangway was constructed pursuant to those plans and in compliance with the building codes. The Town CEO will review the submissions, and, if everything is in order, issue a Certificate of Zoning Compliance for the gangway. The Certificate of Zoning Compliance shall state the maximum number of boat slips and moorings that LCT may use without obtaining site plan approval.

B. **New Electrical Box on Dock**: The CEO has determined that LCT replaced the existing electrical box on the docks without a building permit or any inspections by an independent certified electrical inspector. Without conceding that a building permit was

required, and/or that there were no inspections by an independent certified electrical inspector, LCT agrees to submit a properly completed building permit application and appropriate fees to the Town CEO for the new electrical box, and the existing inspection card prepared when the work was done by an independent certified electrical inspector setting forth that it passed and that everything is compliant with the box. The Town CEO will review the submissions, and, if everything is in order, issue a Certificate of Zoning Compliance.

C. **Poured Concrete Retaining Wall on Shoreline below Restaurant**: The Town CEO has determined that LCT poured concrete on the shoreline below the restaurant for a retaining wall without a building permit or any inspections of the construction as it progressed. Without conceding that a building permit was required, LCT agrees to submit: (a) a properly completed building permit application and appropriate fees to the Town CEO for the retaining wall; (b) the plans prepared by a PE certifying that they meet all applicable building codes; (c) any existing video and/or photographic evidence of its construction establishing that the wall was constructed in compliance with the applicable building codes; and (d) if no video and/or photographic evidence exists, a certification by a PE stating that the plans meet all applicable building codes, the as built wall was constructed pursuant to those plans and in compliance with the building codes. The Town CEO will review the submissions, and, if everything is in order, issue a Certificate of Zoning Compliance for the wall.

D. **Roof on Fuel Tank Building**: The Town CEO has determined that LCT replaced the roof on the fuel tank building without a building permit or any inspections of the construction as it progressed. Without conceding that a building permit was required and/or that it replaced

the roof, LCT agrees to submit a properly completed building permit application and appropriate fees to the Town CEO for the repair work performed on the fuel tank building. The Town CEO will issue the building permit and thereafter inspect the building. If the building is in compliance with the Town's building code, then the Town CEO will issue the necessary CO.

E. **Future intensity of use**: The parties acknowledge that in the future LCT may choose to increase the number of total boat slips and moorings that it will use above the 235 (115 north; 120 south) slips and moorings it used in the past. The parties further acknowledge that a full site plan approval shall be required prior to LCT increasing the number of boat slips used on the Property. This site plan review may include coming into compliance with Town Code concerning parking requirements or seeking relief from the Zoning Board of Appeals or Planning Board.

F. **Inspections**: The Town may employ an independent engineering firm to conduct any of the inspections, building permit reviews or certificates of occupancy/compliance mentioned in this agreement at its sole discretion. In the event that the Town chooses to employ an engineer to assist with any of the tasks enumerated in this agreement, LCT agrees to be responsible for any and all fees associated with the above mentioned inspections, building permit reviews or certificates of occupancy/compliance.

5. Miscellaneous:

A. **Authority**: LCT is authorized to enter into this Agreement, and the signatory below is authorized to execute this Agreement on LCT's behalf. The Town is authorized to enter into this Agreement, and the signatory below is authorized to execute this Agreement to

bind it to its terms.

B. <u>Permits</u>: LCT shall provide a copy of each of the following documents prior to the issuance of any permit or approval from the Town: (i) Floating Object Permit (DEC Permit #5-0940-00011/0005); (ii) APA Permit #2024-0152; (iii) the Submerged Land License #LUW02579; (iv) USACE Permit # NAN-2024-00749-UDO and (v) Clinton County RV Park permit and inspection/approval if required.

C. <u>Non-Admission of Liability</u>: By entering into this Agreement, neither the Town nor LCT admit to any violation of the Zoning Law, building code, or any other statute, code, rule or regulation. Nothing in this Agreement may be construed as an admission of liability or wrongdoing on the part of either LCT or the Town. The parties are entering this Agreement in an effort to timely resolve the foregoing issues in a cost-effective manner.

D. <u>Execution & Counterparts</u>: This Agreement may be executed in multiple counterparts with the same effect as if all parties had signed the same document, and all counterparts shall constitute one Agreement binding upon all the parties. Faxed, pdf and/or DocuSign copies shall have the same effect as if in original form.

E. <u>Entire Agreement</u>: This Agreement constitutes the final agreement between the parties and supersedes all prior and contemporaneous negotiations and agreements, written or verbal, expressed or implied, between the parties on the matters contained herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

The Town of Peru

_____	April , 2026
Craig H. Randall, Supervisor	Date

Lake Champlain Transportation Company

_____	April , 2026
Kyle Bostwick, Marina Manager	Date