

Town of Tupper Lake  
Special Town Board Meeting  
February 27, 2024

**Roll Call:** Supervisor Rick Dattola  
Councilman Tim Larkin  
Councilman John Gillis  
Councilwoman Crystal Boucher  
Councilman Rick Donah

**Recording Secretary:** Mary Kay Strack – Town clerk  
Kathy Savage – Deputy Town Clerk

**Press:** Dan McClelland – Tupper Lake Free Press  
Oliver Reid – Adirondack Daily Enterprise

Supervisor Rick Dattola called the Special Town Meeting to Order at 4:00 p.m., opening with the Pledge of Allegiance.

**1.) Approve Randy Lalonde to Zoning Board of Appeals**

Resolution No. 12/2024

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

**WHEREAS**, Mr. Michael Kohan has resigned his position on the Zoning Board of Assessment, and

**WHEREAS**, Mr. Randy Lalonde is interested in filling the open seat.

**NOW THEREFORE BE IT RESOLVED**, at a Special Town Board Meeting held February 27, 2024, Councilman Tim Larkin made motion to appoint Randy Lalonde to the open seat on the Zoning Board of Appeals, Seconded by Councilwoman Boucher.

Supervisor Ricky Dattola	AYE
Councilman Tim Larkin	AYE
Councilman John Gillis	AYE
Councilman Rick Donah	AYE
Councilwoman Crystal Boucher	AYE

Date: February 27, 2024

*Mary Kay Strack*

---

Mary Kay Strack – Town Clerk

Councilman Larkin made a motion to accept Randy Lalonde to the Zoning Board of Appeals.  
Seconded by Councilman Donah  
All Members voted 5/0 Dattola, Larkin, Gillis, Boucher, Donah

## **2.) Approve Pro-Housing Community Program**

In July 2023, Govern Hochul signed Executive Order 30 Creating the Pro-Housing Community Program- an innovative policy designed to reward Local governments that are working hard to address New York’ housing crisis.

RESOLUTION No: 11/2024

Pro Housing Community Program

Councilman John Gillis moved, and Councilman Donah seconded that

**WHEREAS**, the Town of Tupper Lake (hereinafter “local government”) believes that the lack of housing for New York residents of all ages and income levels negatively impacts the future of New York State’s economic growth and community well-being;

**WHEREAS**, the housing crisis has negative effects at regional and local levels, we believe that every community must do their part to contribute to housing growth and benefit from the positive impacts a healthy housing market brings to communities;

**WHEREAS**, we believe that supporting housing production of all kinds in our community will bring multiple benefits, including increasing housing access and choices for current and future residents, providing integrated accessible housing options that meet the needs of people with sensory and mobility disabilities, bringing economic opportunities and vitality to our communities, and allowing workers at all levels to improve their quality of life through living closer to their employment opportunities;

**WHEREAS**, we believe that evidence showing that infill development that reduces sprawl and supports walkable communities has significant environmental and public health benefits; and

**WHEREAS**, we believe that affirmatively furthering fair housing and reducing segregation is not only required by law, but is essential for keeping our community strong and vibrant;

NOW, THEREFORE, IT IS HEREBY RESOLVED that Town of Tupper Lake, in order to take positive steps to alleviate the housing crisis, adopts the Pro Housing Communities pledge, which will have us endeavor to take the following important steps:

1. Streamlining permitting for multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.
2. Adopting policies that affirmatively further fair housing.
3. Incorporating regional housing needs into planning decisions.

4. Increasing development capacity for residential uses.
5. Enacting policies that encourage a broad range of housing development, including multifamily housing, affordable housing, accessible housing, accessory dwelling units, and supportive housing.

Motion: Councilman John Gillis  
Seconded: Councilman Rick Donah  
Carried: 5/0 Dattola, Larkin, Gillis, Boucher, Donah

*Mary Kay Strack*  
Mary Kay Strack – Town Clerk

Councilman Gillis made a motion to approve the Pro-housing Community Program Resolution.  
Seconded by Councilman Larkin  
All Members Board members voted 5/0 Dattola, Larkin, Gillis, Boucher, Donah

## **Letter Of Intent**

February 22, 2024

Dear Homes and Community Renewal,

Please accept this letter of intent that the Town and Village of Tupper Lake intends to apply jointly to become a Pro-Housing Community.

Lack of housing is a major issue in the Town and Village of Tupper Lake that negatively impacts our residents, local businesses, and our community. We have an active town planning committee that is currently working on the ongoing housing shortage in our community.

I will submit the required, duly adopted Town and Village Board Resolution and supporting documents in the near future. If you have any questions, please feel free to contact me. Thank you.

Sincerely,

Rick Dattola  
Town of Tupper Lake Supervisor

Mary Fontana  
Village of Tupper Lake Mayor

### 3.) Approve the Train Station Lease Agreement with Bette Cringe LLC

#### OFFICE LEASE / RENTAL AGREEMENT

This Office Lease/Rental Agreement ("Agreement") is made and effective February 21, 2024, by and between the Town of Tupper Lake with a business address at 120 Demars Boulevard, Tupper Lake, NY 12986 ("Landlord") and Bette & Cring Construction Group with a business address of 22 Century Hill Drive, Suite 201, Latham, NY 12110-2128 as ("Tenant").

Landlord is the owner of land and improvements commonly known as 37 Depot Street, Tupper Lake, NY 12986 (the "Building"). Landlord makes available for Lease/Rent Agreement a portion of The Building, which is an office space and common concourse lobby area on the 1<sup>st</sup> floor of The Building (the "Premises") at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and

#### Commencement and Expiration of Term

The Term of this Lease Agreement and the fixed rental payable under this Lease Agreement Rent shall commence on March 1<sup>st</sup>, 2024.

Keys to space will be turned over to Tenant after the Lease Agreement is signed by Tenant and Landlord, Landlord receives first month's rent and security deposit and a copy of the certificate of Insurance as called for within this Lease.

Expiration Date: The Term of this Lease Agreement shall end February 28<sup>th</sup>, 2025, or shall end on such earlier date upon which the Term may expire or be canceled or terminated pursuant to any of the conditions or covenants of this Lease Agreement or pursuant to law.

Holdover: Should the Tenant continue to occupy the Premises after the Expiration Date, a Month-to-Month (\$ 500.00) payment basis can be maintained until a date or revised term mutually agreed upon by the Landlord and Tenant.

#### Rent

Tenant shall pay the Monthly Rent of \$ 500.00 (including all utilities, Wifi, Heat, Electric) for the Term, to be paid in monthly payments in advance on the first day of each and every month.

#### Security Deposit

Tenant shall pay to Landlord a "Security Deposit" in the amount of (\$ 500.00) upon the execution of this Lease Agreement. The Security Deposit shall be held by Landlord, without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease Agreement, it being expressly understood that

the Security Deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. Unless otherwise

provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of Rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the Termination of this Lease Agreement, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the Term of this Lease Agreement, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit. Under no circumstances may Tenant use this deposit to pay rent, including rent for the last month of this Lease Agreement. The rent must be paid on or before the tenth day of each month, including the last month of occupancy.

#### Use

Tenant shall use and occupy the Premises for office use only.

Tenant shall comply with all Federal, State and Local regulations, including occupational licensing and zoning regulations. Notwithstanding the foregoing, Tenant shall not use the Premises for storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

#### Sublease Agreement and Assignment

Tenant, successors, heirs, executors or administrators shall not assign this Lease Agreement, or underlet or under Lease the Premises, or any part thereof, or make any alterations on the Premises, without the Landlord's consent in writing. Such consent shall not be unreasonably withheld or delayed.

#### Tenant Responsibilities

Tenant shall take good care of the Premises and shall, at Tenant's own cost and expense, repair any damage to the space and shall deliver up the Premises in good order or condition, damages by the elements excepted at the end of the term. During the term of the Lease, Landlord will make all space repairs including HVAC, lights and ceiling tiles. If applicable, the Tenant is responsible for turning off A/C window units at the conclusion of each day. A/C window units should not be in operation during non-occupancy/normal work hours.

Landlord will maintain the common area of the property to include removal of snow and ice, cut grass, maintain parking and parking lot lights.

#### Alterations and Improvements

Tenant shall not make any alterations or improvements without Landlord's prior written consent. If Landlord grants written consent, Tenant, at Tenant's expense, will return Premises,

at the time of Terminating the tenancy, to the prior condition in all respects, ordinary wear and tear excepted.

### Insurance

Landlord shall maintain fire and extended coverage insurance on the Building and the Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at Tenant's expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured as a primary, non-contributory basis on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph.

Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Premises or the Building.

### Utilities

Landlord shall provide and maintain the necessary wiring, ducts and conduits to bring electricity, gas, heat, and other utilities to the Premises.

If Tenant wishes to provide A/C window units, they will be provided at the Tenant's expense.

### Signs

Tenant shall not place, or cause or allow to be placed, any sign, signs or decals on space entrance door(s) of any kind whatsoever at, in or about the Premises, except in or at such place or places as may be indicated by Landlord and consented to by Landlord in writing, which consent will not be unreasonably withheld. In case Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the Premises or the Building or make any other repairs, alterations or improvements in or upon Premises or Building or any part thereof, Landlord shall have the right to do so, providing the sign be removed and replaced at Landlord's expense, whenever the repairs, alterations or improvements shall be completed.

### Entry

Landlord shall have the right to enter upon the Premises at reasonable hours with prior notice to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Premises. Landlord shall have the right to enter the

Premises in any emergency at any time, to examine the Premises and make such repairs as necessary to the emergency.

### Parking

During the Term of this Lease Agreement, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests, and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

Landlord reserves the right to designate parking areas within reasonable proximity to the Building for Tenant and Tenant's agents and employees.

### Building Rules

Tenant will comply with rules of the Building adopted or altered by Landlord from time to time and will cause all its agents, employees, invitees and visitors to so comply.

### Damage and Destruction

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises cannot be used because of fire or other casualty, not the responsibility of Tenant, Tenant is not required to pay Rent for the time the Premises are unusable. If part of the Premises cannot be used, Tenant must pay Rent for the usable part. Landlord shall have the right to decide which part of the Premise is usable. Landlord need only repair the damaged structural parts of the Premises.

Landlord is not required to repair or replace any equipment, fixtures, furnishings, or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease Agreement within thirty (30) days after substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease Agreement will end thirty (30) days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease Agreement is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty, to the extent the Tenant is responsible. This Section is intended to replace the Terms of New York Real Property Law Section 227.

If the Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance. The cost of the repairs will be Added Rent.

### Default and Attorney's Fees

If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for fifteen (15) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease Agreement ended and terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter said Premises.

Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity.

If Landlord shall retain legal counsel to enforce a provision of this Lease against Tenant, including but not limited to, bringing a summary proceeding for eviction, or a collection action for unpaid Rent or Additional Rent, Tenant agrees, even in a situation where the Tenant cures the Default after the notice to cure period has expired, that it is responsible to pay Landlord, immediately upon receipt of any bill from Landlord, any and all fees incurred by Landlord in enforcing the terms of the Lease, including the actual attorney's fees billed to the Landlord, service of process costs, and all court filing costs. Said attorney's fees, service of process costs and court filing costs are to be considered "Additional Rent" and Tenant's failure to pay those fees and costs when billed constitutes a material breach of the Lease entitling Landlord to evict the Tenant.

### Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of Tenant's obligations under the Lease Agreement, Tenant shall and may peacefully and quietly have, hold and enjoy the Premises for the Term.

### Premises Relocation

Landlord reserves the right from time to time to substitute for the Premises other premises ("New Premises") at the Building so long as (a) the New Premises are similar to the Premises in square footage; (b) Landlord gives Tenant at least ninety (90) days notice before making such change; (c) Landlord pays reasonable direct out-of-pocket expenses of Tenant in moving from the Premises to the New Premises; and (d) Landlord improves the New Premises to a condition substantially similar to the Premises (exclusive of trade fixtures, personal property, inventory and equipment).

Landlord will not have any liability to Tenant for the loss or damage of Tenant's property or business arising in connection with moving to the New Premises. At Landlord's request, Tenant will execute and deliver to Landlord an amendment to the Lease Agreement confirming the change of the Premises, and, if necessary, adjusting the Monthly Rent.



### Condemnation

If any legally constituted authority condemns the Building or a part which makes the Premises unsuitable for leasing, this Lease Agreement shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such Termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

### Subordination

Tenant accepts this Lease Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease Agreement on such Terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease Agreement to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease Agreement or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease Agreement have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

### Notice

Notice required under this Lease Agreement shall be given by Tenant and Landlord in writing, certified mail, return receipt requested, or by personal delivery during normal business hours at the above-mentioned addresses or at any other address that the parties may direct.

### Waiver

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, Term or condition.

**Memorandum of Lease Agreement**

The parties hereto contemplate that this Lease Agreement should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease Agreement to be so filed.

**Compliance with Law**

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises

**Entire Agreement**

This Lease Agreement contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those that are set forth in this Lease Agreement and its attached Schedules, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease Agreement.

**Indemnity**

The Landlord and tenant each agree to indemnify and save and hold harmless the other against any and all claims, suits, or actions, including attorney's fees and any other expenses incurred in defending any such claims, suits, or actions by or on behalf of any person or entity arising out of any breach or default in the performance of each respective party's obligations hereunder.

**Governing Law and Venue.**

This Lease Agreement will be governed by the law of the State of New York and will be construed and interpreted according to that law. Venue on any action arising out of this Lease Agreement will be proper only in Franklin County, State of New York.

Signed and delivered in the presence of

LANDLORD

TENANT

Town of Tupper Lake

Bette & Cring Construction Group

\_\_\_\_\_  
Rick Dattola  
Authorized Representative

\_\_\_\_\_  
Erik Thomas  
Authorized Representative

## ADDENDUM TO OFFICE LEASE/RENTAL AGREEMENT

This Addendum to Lease Agreement is made as of February 27, 2024, by and between the Town of Tupper Lake with a business address at 120 Demars Boulevard, Tupper Lake, NY 12986 ("Town") and Bette & Cring Construction Group with a business address of 22 Century Hill Drive, Suite 201, Latham, NY 12110-2128 as ("BCCG") and Next Stop!  
Tupper Lake, Inc. ("Next Stop").

The Town consents to the Office Lease/Rental Agreement between Next Stop and BCCG originally dated February 21, 2024. In the event of any conflict between this Addendum and the Office Lease/Rental Agreement, this Addendum controls.

The parties hereto agree, notwithstanding any provision in the Office Lease/Rental Agreement to the contrary, as follows:

The Office Lease/Rental Agreement is terminable by the Town on 60 days written notice to all parties.

**IN WITNESS WHEREOF**, the parties have signed this Agreement the day and year first above written

**Nest Stop! Tupper Lake, Inc**

By: \_\_\_\_\_  
**Mr. Dan McClelland**

**Bette & Cring Construction Group**

By: \_\_\_\_\_  
**Erik Thomas, Authorized Representative**

**Town of Tupper Lake**

By: \_\_\_\_\_  
**Supervisor Rick Dattola**

Supervisor Dattola stated that Bette & Cring LLC will be renting the train station for about a year and a half. This Bette & Cring LLC company will be working on the building's platform, along with other platforms on the rail corridor and the maintenance Garage. The Town purchase of the Train Station should be finalized this summer (2024). The Town and Next Stop Tupper Lake is just waiting for the Supreme Court Justice to approve the sell from Next Stop Tupper Lake to the Town of Tupper Lake.

#### **4.) Approve EDR's Preliminary Engineering Report on Little Wolf Beach**

Councilwoman Boucher wanted clarification on what it means for the Town to accept EDR Preliminary Report on Little Wolf Beach and Campground.

Councilman Gillis explained that accepting this report will allow EDR to continue work on the seeker and environmental study report, which is part of the report needed to move the renovation of Little Wolf Beach forward and to apply for grants. Councilman Gillis also stated that by accepting this report it does not lock the Town into having to move forward with the renovations.

The board agreed to move forward with the Renovation of Little Wolf Beach and start the grant process. The Town Board would then decide on what to renovate when they have received grant funding.

Councilman Donah made a motion to accept EDR's Preliminary Engineering Report on the Little Wolf Beach and Campground.

Seconded by Councilman Gillis

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

#### **5.) District Extension for Amell Property – District No. 1**

Supervisor Dattola explained that the Town Board needs to set a date and time for the public hearing on the District Extension for the Amell Property and confirm the following: The petition and engineering report is on file in the Town Clerk Office. The district extension infrastructure and formation will not cost the Town (or district) any money, as the petitioner will install the lateral and pay to hook in. The Costs of installation, etc. are all borne by the Petitioner (Amells). District No. 1 has no debt. The Amount currently billed to each landowner in District No. 1 is \$140.00 per property for reserves. The fee to each landowner who is hooked into the system and utilizing the connection is \$32.00 per month (\$384.00 annually). The total annual cost at this time for a property in the new extension will be a combination of the two, which is \$524.00. The cost to hook up to the system per the Town regulations is \$1,000.00.

At a meeting of the Town Board of the Town of Tupper Lake, Franklin County, New York held at the Town Hall in Tupper Lake, New York on February 2U024

#### **PRESENT:**

Rickey Dattola, Supervisor

John Gillis, Councilman

Richard Donah, Councilman

Timothy Larkin, Councilman

Crystal Boucher, Councilwoman

\*\*\*\*\*

In the Matter of the Petition for Extension #1 of Sewer District #1 in the Town of Tupper Lake, Franklin County, New York

\*\*\*\*\*

WHEREAS, a Petition dated October 18, 2023, requesting that a sewer district extension to sewer district #1 to serve the proposed Ronald and Kathryn Arnell subdivision (the "Subdivision"), the boundaries of which are described below, be established in the Town, has been duly presented to the Town of Tupper Lake Town Board (the "Town Board") in accordance with New York Law Article 12; and

WHEREAS, the Petition was accompanied by an Engineer's Map, Plan and Report ("Report") prepared by North Woods Engineering PLLC ("Northwoods") concerning the proposed sewer district extension; and

WHEREAS, the Report has been filed in the Town Clerk's office and is available for public inspection; and

WHEREAS, the Report delineates the boundaries of the proposed sewer district extension, a general plan of the proposed system, report of the proposed method of operation, and estimated costs to a typical property within the extension; it is hereby ordered that:

The boundaries of the proposed sewer district extension are described as follows:

"ALL THAT TRACT OR PARCEL OF LAND located in the Town of Tupper Lake, Franklin County, State of New York, being known as Lot E (3.57 acres +/-) as shown on the survey map titled: "Map Showing Subdivision of Property for Estate of Joyce Arnell, situate in Lot 69, Township 22, Great Tract One, Macornb's Purchase, Town of Tupper Lake, County of Franklin, State of New York" by Leifueit Land Surveying, filed on July 16, 2020 in the Franklin County Clerks office as instrument number 2020-5002518, Tax ID No. 480.-1-2.150;" and

WHEREAS, the proposed improvements consist of installation of a lateral service line from the property being served to the main sewer line located in Kildare Road. All costs associated with the construction and installation of the new sewer district extension facilities, including materials, excavation and labor costs, and all capital costs will be paid by the Petitioner at no cost to the Town of Tupper Lake or any district. The annual cost of the proposed extension to the typical property in the Extension will consist of \$140.00 annual sewer use charge to Town of Tupper Lake Sewer District No. 1 and a monthly fee of \$32.00 to the Village of Tupper Lake pursuant to published rates, for a total estimated annual cost to the typical property of \$524.00. and report on which the proposed district extension has been based are on file with the Town Clerk and available for public inspection.

ORDERED, that the Town Board shall meet and hold a public hearing at Tupper Lake Town Hall, 120 Demars Blvd., Tupper Lake on March 11, 2024 at 6:00 p.m. to consider the

petition, report and establishment of the district extension and to hear all persons interested in the proposed district extension and to take such other and further action as may be required or authorized by law.

The vote adopting this order is as follows:

Rickey Dattola, Supervisor      Voting AYE

John Gillis, Councilman      Voting AYE

Richard Donah, Councilman      Voting AYE

Timothy Larkin, Councilman      Voting AYE

Crystal Boucher, Councilwoman      Voting AYE

The order is adopted.

Dated February 27, 2024

---

—  
Mary Kay Strack – Town Clerk

Public Hearing Notice - Proposed Sewer District Extension #1 to Sewer District #1

NOTICE OF PUBLIC HEARING

WHEREAS, a Petition dated October 18, 2023, requesting that a sewer district extension to sewer district #1 to serve the proposed Ronald and Kathryn Amell subdivision (the "Subdivision"), the boundaries of which are described below, be established in the Town, has been duly presented to the Town of Tupper Lake Town Board (the "Town Board") in accordance with New York Law Article 12; and

WHEREAS, the Petition was accompanied by an Engineer's Map, Plan and Report ("Report") prepared by North Woods Engineering PLLC ("Northwoods") concerning the proposed sewer district extension; and

WHEREAS, the Report has been filed in the Town Clerk's office and is available for public inspection; and

WHEREAS, the Report delineates the boundaries of the proposed sewer district extension, a general plan of the proposed system, report of the proposed method of operation, and estimated costs to a typical property within the extension; it is hereby ordered that:

The boundaries of the proposed sewer district extension are described as follows:

"ALL THAT TRACT OR PARCEL OF LAND located in the Town of Tupper Lake, Franklin County, State of New York, being known as Lot E (3.57 acres+/-) as shown on the survey map titled: "Map Showing Subdivision of Property for Estate of Joyce Amell, situate in Lot 69, Township 22, Great Tract One, Macomb's Purchase, Town of Tupper Lake, County of Franklin, State of New York" by Leifbeit Land Surveying, filed on July 16, 2020 in the Franklin County Clerks office as instrument number 2020-5002518, Tax ID No. 480.-1-2.150."

The proposed improvements consist of installation of a lateral service line from the property being served to the main sewer line located in Kildare Road.

All costs associated with the construction and installation of the new

sewer district extension facilities, including materials, excavation and labor costs, and all capital costs will be paid by the Petitioner at no cost to the Town of Tupper Lake or any district.

The annual cost of the proposed extension to the typical property in the Extension will consist of

\$140.00 annual sewer use charge to Town of Tupper Lake Sewer District No. 1 and a monthly fee of \$32.00 to the Village of Tupper Lake pursuant to published rates, for a total estimated annual cost to the typical property of \$524.00.

The cost of hookup fees to the typical property in the Extension is \$1,000.00.

The map, plan and report on which the proposed district extension has been based are on file with the Town Clerk and available for public inspection.

The Town Board shall meet and hold a public hearing at Tupper Lake Town Hall, 120 Demars Blvd., Tupper Lake on March 11, 2024 at 6:00 p.m. to consider the petition, report and establishment of the district extension and to hear all persons interested in the proposed district extension and to take such other and further action as may be required or authorized by law.

The Town Board hereby authorizes and directs the Town Clerk to duly publish and post this Order not less than ten (10) days nor more than twenty (20) days before the Public Hearing date.

**BY ORDER OF THE TOWN OF TUPPER LAKE TOWN BOARD**

Mary Kay Strack, Town Clerk

Councilman Larkin made a motion to set the Public Hearing for the District Extension for the Amell Property – District No. 1 for March 11<sup>th</sup>, 2024, at 6:00 pm and the Regular Town Board Meeting to follow.

Seconded by Councilman Gillis

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



## **6.) Water and Sewer District No. 1 Infrastructure Project**

Supervisor Dattola informed the Town Board, and the community of Tupper Lake what is going to happen with the repairs to Water and Sewer District No. 1 infrastructure. Supervisor Dattola explains years ago the many Sewer and Water districts were combined into only 6 or 7 Districts. Water and Sewer District No.1 consists of all the districts that did not have any debt. Many district residents, who haven't seen a water or sewer district charge on their taxes for years will start to see charges in the coming year or two. DANC, Town Board member John Gillis and Superintendent of Water and Sewer Mark Robillard have prioritized the most needed work on the infrastructure. Supervisor Dattola stated that if you are in District No.1 and live in one section of town and work is being done in another section of town in District No. 1 everyone in the enlarged district will share the cost of the infrastructure repairs. Supervisor Dattola presented a list of the districts and streets that belong the districts to the Town Board:

**WD020/Altamont District 7**

Stetson Rd  
Birchery Rd off Route 30  
State Route 30 before Moody Bridge State  
Route 30 after Moody Bridge Raquette  
River Drive

**Water#7**

Byram Rd  
Charlands Rd  
Bottom of Country Club Rd Logan  
Lane  
Eagle Drive

**WD017/Altamont District 17**

South Little Wolf Rd  
Little Wolf Rd  
North Little Wolf Rd

**WD009/Altamont District 7**

Schugarlane Tamarac  
Drive

**Water#17**

Robinwood Lane Upper  
Country Club Rd

**WD001**

Pitchford Pond  
Kildare Rd  
Cherry Lane  
Sugar Maple Lane  
White Pine Lane  
Spruce Circle  
Haymeadow Drive  
Mitchell Lane Little  
Wolf Rd  
Pine St  
Sunset Ave  
Woods Ave

**Water#3**

Sunmount  
Tupper-Saranac Highway Stetson Rd  
Lincoln Drive  
Victor Ave Barry  
Ave Brentwood  
Ave Hosley Ave  
Larkin Ave  
Lalonde Ave  
Raquette River Dr Lake  
Simond Rd

**SW018/Altamont District 17, Extension 2**

S. Little Wolf  
Fuller Ave

**S5#17-2**

**SW017/Altamont District 17, Extension 1**

Little Wolf Rd North  
Little Wolf Rd

**S5#17-1**

**SWO13/Little Wolf Sewer**

Little Wolf Rd South  
 Little Wolf

**SS#17****SDO23**

Lake Simond Rd  
 State Route 30  
 Little Simond Rd  
 Charlands Rd  
 Tamarac Drive

**SS#23**

Robinwood Ln  
 Logan Ln Eagle  
 Drive  
 Schugarlane

**SDO01**

Pitchfork Pond Rd  
 Kildare Rd  
 Haymeadow Dr  
 Some of Underwood Rd  
 Bradley St  
 Powers Ave  
 Margaret Ave  
 Sugar Maple Ln  
 Cherry Ln  
 White Pine Ln  
 Spruce Circle  
 Sunset Ave  
 Broad St

**SS#1**

Bushey Ave  
 Stetson Rd  
 Woods Ave  
 Hosley Ave  
 Lincoln Dr  
 Victor Ave  
 Brentwood Ave  
 Larkin Ave  
 Lalonde Ave  
 Glenwood Ave  
 Becky Ave  
 Sunmount

**STOOS/Altamont #5 Raq River Dr**

Raquette River Drive State  
 Route 30 Isabelle Ave

**SS#5**

Dorothy St  
 Byram Rd

Councilman Gillis went on to explain that they are changing the infrastructure to better services the district and remove some of the grinder pumps to one main pump. The town owns 40 miles of sewer and water lines outside the village and the infrastructure is old and in need of upgrade and/or repairs. Councilman Gillis went through a list of street and repairs that are priority:

Water District No. 1

Sunset Ave.- Corp line to Board Street

Broad Street – Bushey Ave to Sunset

NYS Rt 30 – Hosley Ave to Mike Willet’s House (2492 St. Rt.30)

Stetson Road – Hydrant at Richer Farm to Wawbeek Ave.  
Becky Ave to Glenwood Ave. Loop  
Becky Ave Renewal of main  
Brentwood Ave. to Barry Ave – replace 2” Galv.  
Hosley Ave – Corp. Line to 349 Hosley Ave – replace 2” Galv.  
Victor Ave. To Lincoln Drive Loop water line  
Lake Simond Road – Replace 1920’s line.

Sewer District No. 1

Victor Ave to Lincoln Drive  
Lincoln Drive to Corp. line at Ivy Terrace  
Becky Ave – Lower line to get Gravity from end of street to Stetson.  
Larkin Ave – Lower line to get gravity from end of street to Stetson.  
Sunset Ave. – Corp. line to Stetson, replace all lines.  
Stetson Road – Richer farm to corp line at Bushey Ave

### **7.) Approve Pre-Application for Microenterprise Grant**

The Town, with Franklin County Economic Development Corporation Acting as a subrecipient, propose to provide CDBG Microenterprise grant funding to new or existing business that provide a new service or products to visitors and residents who use the rail trail. The goals of the program are to catalyze business opportunities so that the rail trail can more quickly and more effectively provide promised economic benefits, and (2) help make sure that jobs created from new business ventures benefit low- and moderate-income residents. The Town of Tupper Lake will seek \$200,000.00 in funding and proposes to support 6 businesses, including 3 new businesses, and create 6 full-time LMI jobs. The pre-submission is used by the Office of Community Renewal (OCR) to determine that a project/program is eligible before a full application is submitted.

Councilman Larkin made a motion to approve the signing of the Pre-Application for the Microenterprise Grant.

Seconded by Councilwoman Boucher

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

### **8.) Requirements for Short Term Rentals**

Councilman Gillis explains that his goal is to permit short term rental not to regulate them, to be a good host community. Councilman Gillis wants help Franklin County with collecting the bed tax money that all lodging facilities must now charge to their guests. The town receives money from Franklin County Bed Tax to help fund programs and equipment for programs. Councilman Gillis explain that being a good host community means that the Town is ensuring the safety of the guests that stay in the short-term rentals. This could be ensured by yearly inspections to make sure that the short rentals have smoke detectors, fire extinguishers, proper functioning, and clean gas grills etc. Also, the structure and electricity are safe for its occupants. Councilman Gillis also state to that a good neighbor policy should be put in place before the community turns against short term rentals. A good neighbor policy would include local quiet hours, making sure there is adequate parking highlighting places where on road

parking is not acceptable and having the short-term rentals post them in the rentals. Councilman Gillis also mentioned our sewer districts, that this could become a problem with the grinder pumps. That if we do not know and permit them it could cost the district thousands of dollars because the short-term rental will not know about the limitations of the grinder pumps. With the permitting system in place the Town could monitor those places and charge the appropriate people. The Town has sent out a letter that explains what they can and cannot flush. That they will be changed as a homeowner to fix the grinder pump.

Supervisor Dattola explained that his opinion has not changed, he feels that there is not a problem with short term rentals. What this does is create more bureaucracy. That permitting system would cause the Town to have to charge the owners of the short-term rental for the added cost of having to hire someone to oversee the short-term rentals. The Town right now has Water and Sewer projects and Zoning to complete that are priority but if the board wants to put a system in place, he will support it.

Councilman Gillis feels that it is irresponsible of us not to have someone go in the short-term rentals to meet codes.

Councilman Boucher asked if there is a middle ground? The town might again send out a letter to all sewer district residents who are on grinder pumps and who might rent their properties from time to time to clearly post rules on what they can flush and what cannot to flush.

Councilman Larkin state that short term rental self-regulates with the comment section on the sites they advertise on. If short term renters have a terrible experience or something is wrong, they will comment on the property that other renters can see. This will help with 99% of the problems. Councilman Larkin suggested that we send out the Sewer letter a couple times a year to remind homeowner what they can and can't flush.

Councilman Donah does not want to single out just short-term rental he would like to see all landlord held accountable for safety of their renters. Councilman Donah stated that we do need to be a good host community. Councilman Donah feels that our Zoning codes need to be ratified and implemented first, then the Town can look again at short-term rentals. Councilman Donah feels than the Town and Village of Tupper Lake does need to do a better job with looking at conditions of residents' properties.

## **9.) Public Comments**

No public comments

## **10.) Executive Session**

No executive session needed.

## **11.) Adjourn**

Councilman Larkin made a motion to adjourn the Special Town Board meeting 4:45 p.m.

Seconded by Councilwoman Boucher

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



