

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town Board of the Town of Santa Clara at 6:00 p.m. on Thursday, November 14, 2024 at the Santa Clara Town Hall, 5357 State Route 30, Saranac Inn, New York for the purpose of considering a new fire protection contract with the Village of Tupper Lake that will provide for the furnishing of fire protection by said Village to the Town of Santa Clara Fire Protection District. The terms of the proposed contract include that the said Fire District shall answer and attend upon all calls for emergency fire protection in the Town of Santa Clara Fire Protection District; that the contract term shall be for a period of five (5) years commencing January 1, 2025 and terminating December 31, 2029. All persons interested in the matter will be heard at such time and place.

Dated: November 6, 2024

Laurie McGill, Town Clerk
Town of Santa Clara

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2024 by and between the **TOWN OF SANTA CLARA**, with principal offices located at 5359 State Route 30, Saranac Lake, New York 12983, County of Franklin, State of New York (hereinafter "Town"), and the **VILLAGE OF TUPPER LAKE**, with principal offices located at 53 Park Street in the Village of Tupper Lake, County of Franklin, State of New York (hereinafter "Village").

WITNESSETH;

WHEREAS, there has been established in the Town, a fire protection district known as "TOWN OF SANTA CLARA FIRE PROTECTION DISTRICT" as depicted on **Exhibit 1** (hereinafter "District"), embracing territory in the Town as such territory is more fully described in the resolution and order establishing the District and duly adopted by the Town Board of the Town on March 25, 1959; and

WHEREAS, it is the desire of the Town and Village to enter into an agreement to provide services for the period commencing on January 1, 2025 and ending on December 31, 2029, unless either party cancels by written notice received on or before August 1st of each year of the contract, in which case the contract would end as of December 31st of that respective year; and

WHEREAS, following a public hearing to consider the proposed provisions of this agreement duly called on _____, pursuant to the provisions of Section 184 of the Town Law of the State of New York, the Town Board by resolution dated _____, duly authorized an agreement with the Village for fire protection pursuant to Town Law Section 184, and fire police protection pursuant to General Municipal Law Section 209-c, to said District, upon the terms and conditions set forth herein; and

WHEREAS, this agreement has also been duly authorized by a resolution of the Board of Trustees of the Village dated _____ and the Village of Tupper Lake Fire Department has duly approved the proposed provisions of this agreement.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties do hereby mutually agree as follows:

1. That the Town does hereby engage the Village and its Fire Department to furnish fire protection pursuant to Town Law Section 184, and fire police protection pursuant to General Municipal Law Section 209-c, to said District, and the Village and Fire Department agree to furnish such services in the manner and subject to the terms and conditions hereinafter set forth.
2. The Fire Department of the Village shall, at all times during the period of this agreement, be subject to call for attendance upon any emergency requiring the service of firemen or fire equipment occurring within the District, and when notified by alarm or telephone call from any person within the District of a fire within the District, such Fire Department shall, if not otherwise engaged, respond and attend upon the fire without delay with suitable emergency equipment, ladder, pumping and hose apparatus of the Village and, to the extent available, the firemen necessary to adequately operate the same; and, upon arriving at the scene of the emergency or fire, the Village fireman attending shall proceed diligently and in every way reasonably suggested to service the emergency or extinguishment of the fire, and the saving of life and property in connection therewith.
3. In consideration of the services provided and to be provided by the Village and its Fire Department, the Town shall pay to the Village, payable no later than February 1 ("due date") for the calendar year during which services have begun, the following sums:

<u>Calendar Year</u>	<u>Payment</u>
2025	\$55,153.29
2026	\$56,807.89
2027	\$56,807.89
2028	\$58,512.13
2029	\$53,512.13*

*Reduced by \$5,000.00 annually to reflect final payment for 2000 Pierce International Model 490 Pumper (VIN#1HYSDADRXYH308207) (the "Truck") being paid in 2028.

The payments to be made under this Agreement shall be made by the Town to the Village within thirty (30) days from the due date thereof during the operative and effective periods of this agreement. Failure to make timely payments shall relieve the Fire Department and

volunteers of any obligation to render fire protection and fire police protection pursuant to the terms of this Agreement.

4. All money to be paid under this agreement shall be a charge upon the District to be assessed and levied upon the taxable property in the District and collected with the Town taxes, or as otherwise permitted by law.
5. The Fire Department of the Village shall at all times during the period of this agreement be subject to call for attendance upon any accident, calamity, emergency or fire requiring the service of fire police squads and equipment occurring in the District, and, when notified by alarm or telephone call or request from any person within the District, such Fire Department shall, if the department is not otherwise engaged, respond and attend the scene and location without unreasonable delay with, to the extent available, suitable fire equipment; and, upon arriving at the scene of the accident, calamity, emergency or fire, said attending policy shall proceed diligently, to render the services of fire policemen.
6. Since the Village presently carries and maintains insurance coverage indemnifying the Village and its Fire Department for any loss or damage sustained to their fire apparatus or other equipment used in the performance of the services provided for herein, including answering or attending upon or returning from a call originating in the District for fire protection, and fire police assistance, the Town shall not be required to maintain similar insurance providing such coverage. However, the Town agrees to indemnify the Village and its Fire Department for any such loss or damage not covered by insurance.
7. Members of the Fire Department or Volunteer Fire Department of the Village, while engaged in the performance of their duties in providing the services provided for by this contract, shall have the same rights, privileges and immunities as if performing the same in the Village of Tupper Lake, Franklin County, New York.
8. Nothing herein shall restrict or limit the Village in the internal management of its Fire Department, or limit it in the stationing, acquisition or disposal of its equipment. It is the intention of the Village, so far as practicable, to maintain its present personnel, apparatus and equipment.
9. The village shall, within forty-five (45) days of the receipt of the contract amount, promptly remit to the Fire Department, the latter's proportionate share which may be due under this Agreement.

10. It is understood and mutually agreed by the parties that during the period of this Agreement, the Town and/or its District will assume the responsibility for the maintenance of all fire hydrants located outside the Village and in the District.
11. In the event that this Agreement is subject to the provisions of Section 184-b of the Town Law, requiring the consent of the State Comptroller before it can become effective, this Agreement is executed by the parties with the express understanding that the Town will make immediate application for the consent and that this Agreement shall not be effective until the consent of the State Comptroller is obtained.

In the event that the consent of the State Comptroller is required in order for this Agreement to be effective, the parties mutually agree that the annual amount of consideration shall remain fixed and shall not be prorated even though the consent of the State Comptroller may be obtained after January 1, 2025.

12. A Joint Fire Protection Committee (JFPC) has been established for the purpose of reviewing annual budgets and developing and advising the Village and Town(s) on long term plans to ensure that the Village Fire Department is properly housed, equipped and trained. The JFPC may be comprised of, but is not required to have, the following members:
 - 1 chairman appointed by the Village Board;
 - 3 fire department members;
 - 2 Village Board members;
 - 2 Town of Tupper Lake Board members;
 - 2 members appointed by the Town of Santa Clara;
 - 1 Village resident appointed by the Village Board; and
 - 1 resident from the Town of Tupper Lake appointed by the Town Board of Tupper Lake.
13. All equipment owned by the Village and its Fire Department located at a sub-station located in the Town shall undergo regularly scheduled maintenance and fueling. If any equipment owned by the Village and its Fire Department located at a sub-station located in the Town shall be “out-of-service”, the Village and its Fire Department shall make reasonable attempts to provide replacement equipment during such period.

14. All volunteers operating out of a sub-station located in the Town shall be provided with the training provided to members of the Fire Department and shall be required to meet all training requirements of the Village and its Fire Department.
15. This agreement shall be effective for a FIVE(5) year period from January 1, 2025 to December 31, 2029 unless either the Town or the Village notifies the other in writing on or before the first day of August that (a) it elects to terminate the contract on December 31st in that year, or (b) it elects to renegotiate the cost of services to be provided hereunder for the next annual period of this agreement, and it shall be enforced according to the terms and conditions as set forth herein. The term of this agreement shall not extend beyond December 31, 2029, except that if, as of December 31, 2029 the Village and Town have not been able to agree to the terms of a new fire agreement, the terms of this agreement shall be automatically extended for NINETY (90) days so long as the parties are in the process of a negotiating a new agreement. However, during said NINETY (90) day period, either party may terminate said extension upon a THIRTY (30) day written notice, sent to the other party by registered mail. If a new fire agreement is not agreed upon and the fire services are terminated, the Town shall pay the pro-rated 2029 year fee based on the length of time fire services were provided. If a new fire agreement has been agreed for 2030, then those new rates shall apply to and cover the NINETY (90) day extension period.
16. The parties agree that title to the Truck as defined in Section 3 shall be transferred to the Town within thirty (30) days after the termination of this agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement as of the day and year above-referenced.

Attest:

VILLAGE OF TUPPER LAKE

VILLAGE CLERK

BY: Mary A. Fontana
ITS: Mayor

VILLAGE OF TUPPER LAKE FIRE DEPARTMENT

BY: Royce Cole
ITS: Fire Chief

Attest:

TOWN OF SANTA CLARA

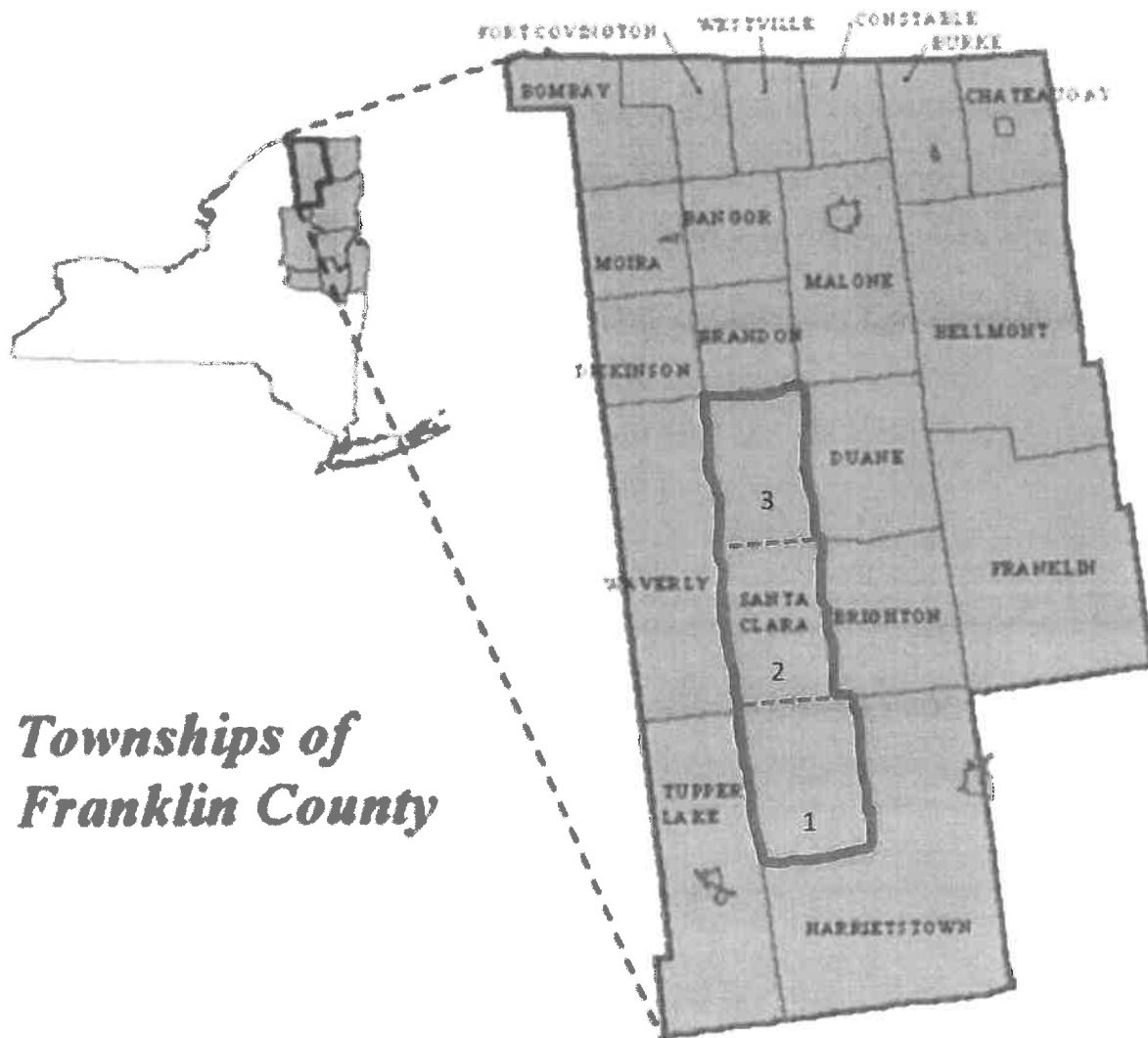
TOWN CLERK

BY: Robert Curry
ITS: Supervisor

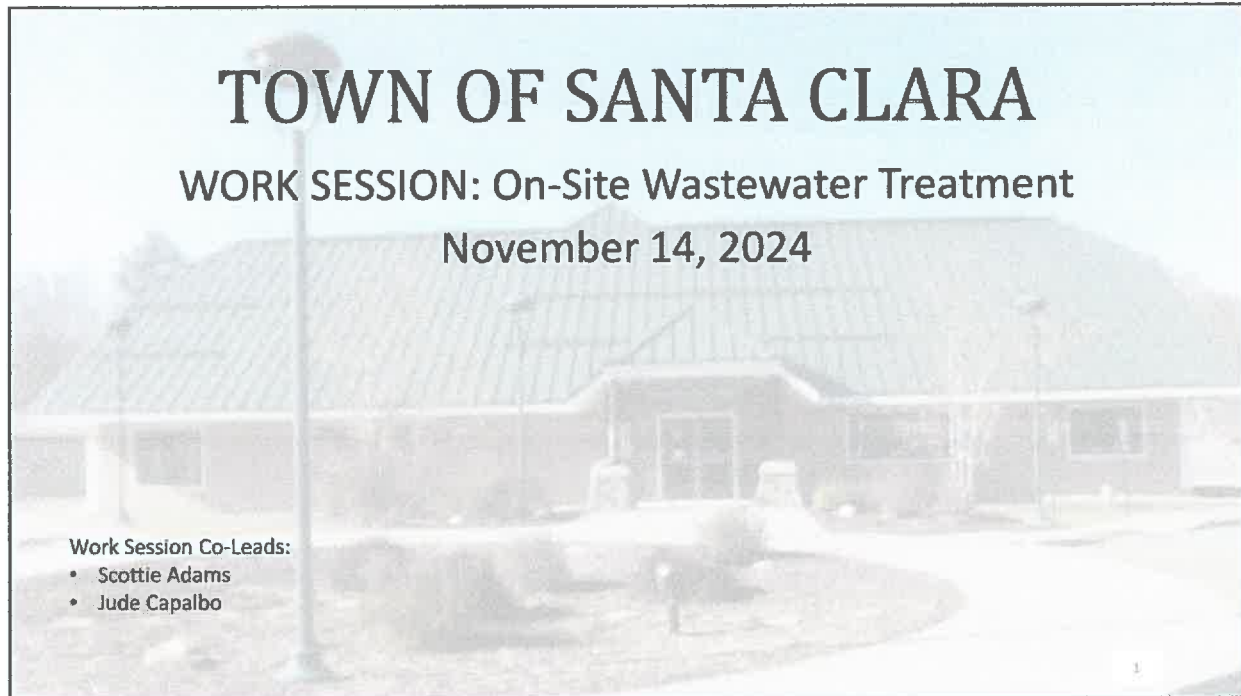
ATTACHMENT

Town of Santa Clara Fire District Fire Protection Coverage

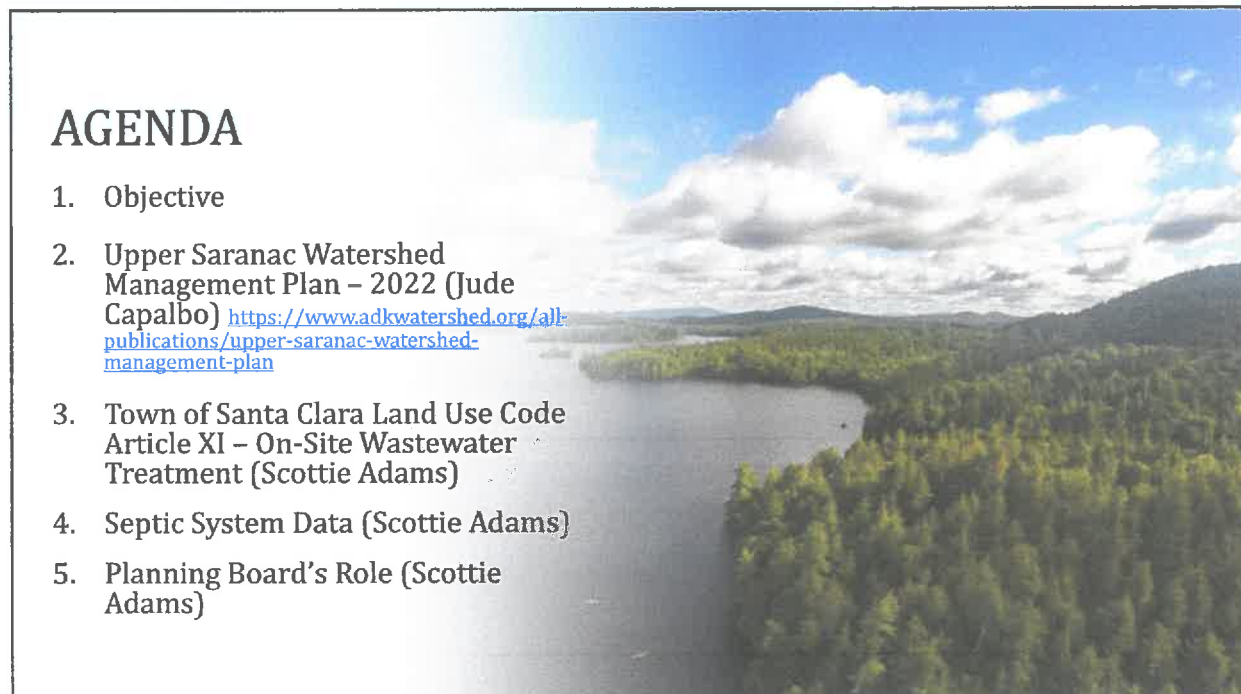
- Sub-District 1: Southern Sub-District, Tupper Lake Fire Department
- Sub-District 2: Central Sub-District, Paul Smiths-Gabriels Fire Department
- Sub-District 3: Northern Sub-District, St. Regis Falls Fire Department



TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION
14 NOVEMBER 2024



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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION

14 NOVEMBER 2024



1. OBJECTIVES

- Provide a high-level overview of the vast amount of Upper Saranac Watershed and septic system data that has been collected over the past few years
- Decide if the Planning Board should conduct an official evaluation to determine if changes/updates to Land Use Code should be considered by the Town Board

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2. UPPER SARANAC WATERSHED MANAGEMENT PLAN – 2022

Vision Statement:

The Upper Saranac Watershed Management Plan guides a vision of a watershed that sustains exceptional water quality and healthy ecosystems that are managed and protected through science-based decisions, advocacy, and collaboration.

The actions in the plan support the freshwater and terrestrial resources and promote social and economic benefits for the residents and visitors of the watershed.

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION 14 NOVEMBER 2024

UPPER SARANAC WATERSHED MANAGEMENT PLAN – 2022

Acknowledgements

The Upper Saranac Watershed Management Plan was developed in 2022 and facilitated by the Upper Saranac Foundation with funding from the New York State Department of Environmental Conservation (NYS DEC) Invasive Species Management Grant Program. The Upper Saranac Foundation contracted with the Paul Smith's College Adirondack Watershed Institute to complete the plan.

Kelting, D., Smith, Z., and Middleton, G. 2022. Upper Saranac Watershed Management Plan – 2022. Paul Smith's College Adirondack Watershed Institute, Paul Smiths, New York.

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Key Sections of the Plan:

2. UPPER SARANAC WATERSHED MANAGEMENT PLAN – 2022

- A. Watershed Conditions *(Section 5, Page 16)*
- B. Pollutant Source Assessment *(Section 6, Page 22)*
- C. Pollutant Loads and Water Quality *(Section 7, Page 24)*

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION

14 NOVEMBER 2024

2. A. WATERSHED CONDITIONS (Section 5.0, page 16)

a) Water Quality Standards (Section 5.1, page 16)

i. Background (Section 5.1.1, page 16)

ii. Designated Uses (Section 5.1.2, page 16)

b) State of Water Resources (Section 5.2, page 16)

i. Lake Water Quality (Section 5.2.1, page 16)

ii. Stream Water Quality (Section 5.2.2, page 20)

iii. Ground Water Quality (Section 5.2.3, page 21)

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2. A. WATERSHED CONDITIONS

a) Water Quality Standards

i. Background (Section 5.1.1, page 16)

All surface waters (rivers, streams, lakes, and ponds) in New York State are classified according to their Best Uses(s) by the NYSDEC in accordance with Environmental Conservation Law to protect their uses for drinking, culinary and food processing, swimming, boating, and fishing. NYSDEC has four Best Use(s) classifications for fresh waters denoted by letters A, B, C, and D, with classification A having 4.

The NYSDEC uses water quality standards to assess the condition of state waters relative to meeting their classified Best Use(s) and assesses state waters on a rotating basis to determine if these standards are being met.



Page: 7 Watershed Description 8

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION

14 NOVEMBER 2024

2. A. WATERSHED CONDITIONS

a) Water Quality Standards:

ii. Designated Uses *(Section 5.1.2, page 16)*



Table 4. New York State Water Classification and Best Use(s) for Fresh Waters.

Classification	Best Use(s)
A, AA, A-Special, AA-Special	Source of water supply for drinking, culinary, or food processing purposes; primary and secondary contact recreation; and fishing
B	Primary and secondary contact recreation, and fishing
C	Secondary contact recreation and fishing
D	Fishing

Eighty of the 133 lakes and ponds within the Upper Saranac Watershed and all the streams are classified as AA waters by NYSDEC. There are no waters classified as B, C, or D in the watershed. So, most waters within the Upper Saranac Watershed are designated to support all best uses from sources of water for drinking to fishing, this includes all the named waterbodies (e.g., Lake Clear and Upper Saranac Lake).

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2. A. WATERSHED CONDITIONS

b) State of Water Resources

i. Lake Water Quality: *(Section 5.2.1, page 16)*



There exist a long and diverse history of both scientific research and water quality monitoring for Upper Saranac Lake and it is among the most studied lakes in the Adirondacks. A summary of this history is in Appendix 13.4.

Table 5. Comparison of water quality of Lake Clear and Upper Saranac Lake, 2017 to 2021.

Variable	Lake Clear			Upper Saranac Lake		
	Min	Median	Max	Min	Median	Max
Total phosphorus (ppb)	3.2	7.5	23.2	6.0	10.0	19.3
Secchi Transparency (m)	4.0	5.3	6.6	2.1	2.9	4.6
Chlorophyll-a (ppb)	0.9	1.8	4.7	1.2	4.1	13.0
Trophic State	oligotrophic			mesotrophic		
pH	6.5	7.3	7.8	6.4	6.8	7.8
Conductivity (µS/cm)	92.4	109.5	119.7	46.1	56.5	68.2
Chloride (ppm)	20.2	21.8	23.7	7.4	8.9	10.1

Section 5.2.1, page 20

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION 14 NOVEMBER 2024

2. A. WATERSHED CONDITIONS

b) State of Water Resources

ii. Stream Water Quality: (Section 5.2.2, page 20)

Table 6. Estimated total phosphorus loads to Upper Saranac Lake from its subwatersheds (from Kelting and Laxson 2014).

Subwatershed	Phosphorus Load (lbs/yr)	Land Area (acres)	Loading Coefficient (lbs/ac/year)
Black Swamp	568	3,672	0.15
Brandy Brook	180	595	0.30
Cranberry	21	274	0.08
Fish Creek	1,607	17,303	0.09
Indian Carry	43	351	0.12
Mill Brook	788	7,783	0.10
Total	3,207		

Water quality has been monitored continuously in six of the seven tributaries and Little Clear Outlet within the Mill Brook subwatershed since 2013.



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2. A. WATERSHED CONDITIONS

b) State of Water Resources

iii. Ground Water Quality: (Section 5.2.3, page 21)

Paul Smith's College Adirondack Watershed Institute (PSCAWI) combined a dataset of 500 wells sampled by homeowners who participated in a voluntary well survey with 94 wells sampled by NYSDEC to produce a dataset of 594 wells to access the impacts of road runoff on groundwater quality.

Table 7. Chloride and corrosivity of well water in the Upper Saranac Watershed. Corrosivity based on Larson and Skold (1958)

Runoff Types	No. of Wells	Chloride (ppm)			Corrosive Water (%)
		Min	Median	Max	
None	23	0.1	1.7	6.3	4%
Local Roads	15	1.0	3.6	40.7	20%
State Roads	27	0.4	313	1,680	85%

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION 14 NOVEMBER 2024

2. B. POLLUTANT SOURCE ASSESSMENT (Section 6.0, page 22)

- a) Septic Systems (Section 6.1.1, page 22)
- b) Road Runoff (Section 6.1.2, page 22)
- c) Atmospheric Deposition (Section 6.1.3, page 22)
- d) State Pollutant Discharge Elimination System (SPDES) Permits (Section 6.2.1, page 23)

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2. B. POLLUTANT SOURCE ASSESSMENT

a) Septic Systems: (Section 6.1.1, page 22)



Based on 2019 home ownership data obtained from the Office of Real Properties, there are 980 homes with septic systems in the Upper Saranac Watershed (Map 11).

Of these homes:

- 193 are in the Fish Creek subwatershed,
- 249 are in the Mill Brook subwatershed,
- 8 are in the Black Swamp subwatershed,
- 4 are in the Indian Carry subwatershed, and
- 3 are in the Cranberry Brook subwatershed.

The remaining 523 homes are in the Upper Saranac direct drainage area. The 980 homes collectively have 2,290 bedrooms and 1,377 bathrooms.

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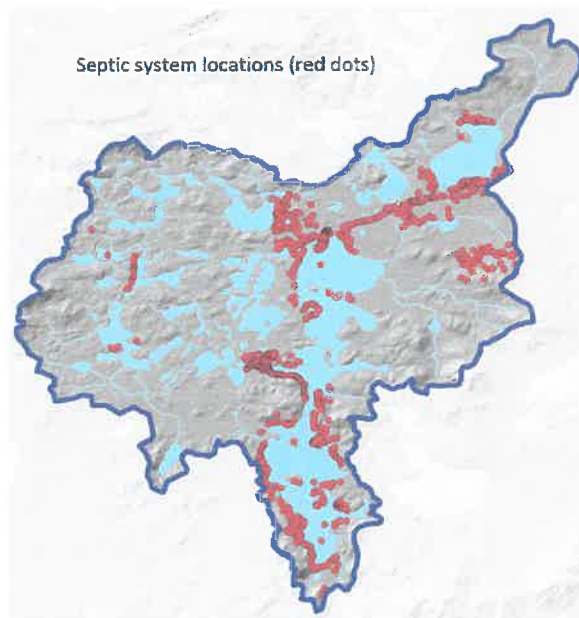
TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION

14 NOVEMBER 2024

2. B. POLLUTANT SOURCE ASSESSMENT

a) Septic Systems: (Section 6.1.1, page 22)

The median home construction year was 1975, with 25% of homes built before 1935 and 25% of homes built after 1987 (Figure 9). Given the number of homes, their ages, high permeability soils, and proximity to shoreline, there is significant potential for water pollution from septic systems.



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2. B. POLLUTANT SOURCE ASSESSMENT

b) Road Runoff: (Section 6.1.2, page 22)



Of the 980 homes in the Upper Saranac Watershed, 190 receive runoff from local roads and 113 receive runoff from state roads (Map 12). The remaining 677 homes do not receive road runoff.

Given the results of the well study, there is significant potential for salt contamination of private wells in the watershed, and depending on the type of road runoff, this contamination is both a concern for human health and direct damage to property from corrosion.

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION

14 NOVEMBER 2024

2. B. POLLUTANT SOURCE ASSESSMENT

c) Atmospheric Deposition: *(Section 6.1.3, page 22)*



Coal fired power plants were identified as the source of high amounts of nitrate in precipitation in the Adirondacks and beyond in the 1960s.

In 1990 the Clean Air Act was amended and regulations were developed that cut the emissions that were responsible for the high amounts of nitrate.

The results have been dramatic and are a great example of how science has informed policy and long-term monitoring demonstrated success.

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2. B. POLLUTANT SOURCE ASSESSMENT

d) State Pollutant Discharge Elimination System (SPDES) Permitted Facilities: *(Section 6.2.1, page 23)*



There are 14 facilities in the Upper Saranac Watershed with SPDES permits for wastewater,

- Two for Private/Commercial/Institutional (PCI) SPDES discharges to surface water
- One for industrial discharges to surface water (Adirondack Fish Culture Station),
- Eleven PCI SPDES discharges to groundwater.

All discharges to surface water requires a SPDES permit, while only facilities discharging more than 1,000 gallons per day (gpd) of treated sanitary waste to groundwater require a SPDES permit.

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION 14 NOVEMBER 2024

2. C. POLLUTANT LOADS & WATER QUALITY *(Section 7.0, page 24)*

- a) Estimates of Existing Pollutant Loads
(Section 7.1, page 24)
- b) Identification of Critical Areas *(Section 7.2, page 26)*

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2. C. POLLUTANT LOADS & WATER QUALITY



- a) Estimates of Existing Pollutant Loads: *(Section 7.1, page 24)*

Phosphorus

The annual external phosphorus load (TPL) to Upper Saranac Lake was determined from the main sources based on the formula:

$$\text{TPL} = \text{Natural Lands} + \text{Atmospheric Deposition} + \text{SPDES} + \text{Septic Effluent}$$

Where, Natural Lands is load from forests and wetlands, Atmospheric Deposition is load from wet and dry deposition, SPDES is load from permitted surface water discharge, and Septic Effluent is load from septic systems.

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION 14 NOVEMBER 2024

2. C. POLLUTANT LOADS & WATER QUALITY

a) Estimates of Existing Pollutant Loads: *(Section 7.1, page 24)*

Table 8. External phosphorus loads by source to Upper Saranac Lake from its subwatersheds and direct drainage.

Load Source	Load (lbs/year)	% of Load	% of Total Load
Subwatersheds:			
• Natural Lands	1,752	55	35
• Atmospheric Deposition	359	11	7
• SPDES Surface Discharge	55	2	1
• Septic Effluent	1,041	32	21
Subtotal	3,207		64
Direct to Upper Saranac Lake:			
• Natural Lands	415	23	8
• Atmospheric Deposition	127	7	3
• SPDES Surface Discharge	10	<1	<1
• Septic Effluent	1,264	70	25
Subtotal	1,816		36
Subwatersheds plus Direct:			
• Natural Lands	2,167		43
• Atmospheric Deposition	486		10
• SPDES Surface Discharge	65		1
• Septic Effluent	2,305		46
Total Load	5,023		100

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2. C. POLLUTANT LOADS & WATER QUALITY

a) Estimates of Existing Pollutant Loads: *(Section 7.1, page 25)*

Chloride

There are 35.4 miles of public roads that are maintained year-round in the Upper Saranac Watershed, with NYSDOT maintained SR 3 constituting 16.4 of these miles.

PSCAWI estimated that an average of 38 tons of road salt per lane-mile is applied to the state roads in the Adirondack Park each winter. As 1 mile of state route has 2 lane-miles, the 16.4 miles of state roads in the watershed receive an average of 1,246 tons of road salt per year.

Road salt is 60.7% chloride by weight, so about 756 tons of chloride are applied to these roads each year. The local roads in the Upper Saranac Watershed are sanded with some salt mixed in, but the amount is not consequential when compared to the annual load from state roads.

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION 14 NOVEMBER 2024

2. C. POLLUTANT LOADS & WATER QUALITY



b) Identification of Critical Areas: (Section 7.2, page 26)

Phosphorus:

Septic systems located in poorly drained soils as well as those located on steeper slopes are at greater risk of contaminating surface waters compared to systems on more well drained soils and on more gentle slopes. Also, systems that are closer to the water are at greater risk than those farther away.

Within the Upper Saranac Watershed there are 64 properties with septic systems located on poorly drained soils, most of these properties are located along the southern shoreline of Fish Creek Pond but there are several located adjacent to State Route 3 just south of Camp Young Life. There are 328 properties with septic systems on slopes greater than 15 percent and nearly all of these are shoreline properties along Upper Saranac Lake.

Prioritization should be given to reaching out to property owners with poorly drained soils or on steeper ground to assess the status of their septic systems.

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2. C. POLLUTANT LOADS & WATER QUALITY



b) Identification of Critical Areas: (Section 7.2, page 26)

Chloride

Chloride runoff from State Route 3 impacts 15 lakes and ponds and 8.8 miles of streams (Map 12). In addition to the known measured impacts on Lake Clear and Upper Saranac Lake, Little Clear Pond, Green Pond, Follensby Clear Pond, and Fish Creek Ponds may also be impacted by road salt, though none of these other waterbodies are currently monitored.

In addition to surface water impacts, all groundwater under private lands located downslope of State Route 3 is susceptible to road salt contamination. Notable locations for potentially significant groundwater contamination for larger numbers of homes are the north and south shores of Lake Clear and along the western shoreline of the north basin of Upper Saranac Lake (Map 13). (Section 7.2, page 26)

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION
14 NOVEMBER 2024

TOWN OF SANTA CLARA LAND USE CODE – 11/2000
ARTICLE XI – ON-SITE WASTEWATER TREATMENT

[11.20 GENERAL PROVISIONS](#)

[11.30 STANDARDS FOR NEW WASTEWATER TREATMENT SYSTEMS](#)

[11.40 PRE-EXISTING SYSTEMS](#)

[11.50 ADMINISTRATIVE PROVISIONS](#)

[11.60 ENFORCEMENT](#)

[11.70 MISCELLANEOUS PROVISIONS](#)

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TOWN OF SANTA CLARA LAND USE CODE – 11/2000
APPENDICES

[APPENDIX I - SOIL PERCOLATION TEST PROCEDURE](#)

[APPENDIX J - GUIDELINES FOR OPERATION AND MAINTENANCE OF HOUSEHOLD SYSTEMS](#)

[APPENDIX K - WASTEWATER TREATMENT SYSTEM PERMIT APPLICATION](#)

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION

14 NOVEMBER 2024

NEW YORK STATE DEPARTMENT OF HEALTH (DOH) APPENDIX 75A (30 PAGES)

TABLE 3 MINIMUM SEPTIC TANK CAPACITIES		
Number of Bedrooms	Minimum Tank Capacity (gallons)	Minimum Liquid Surface Area (sq. ft.)
1, 2, 3	1,000	27
4	1,250	34
5	1,500	40
6	1,750	47

NOTE: Tank size requirements for more than six bedrooms shall be calculated by adding 250 gallons and seven square feet of surface area for each additional bedroom. A garbage grinder shall be considered equivalent to an additional bedroom for determining tank size.

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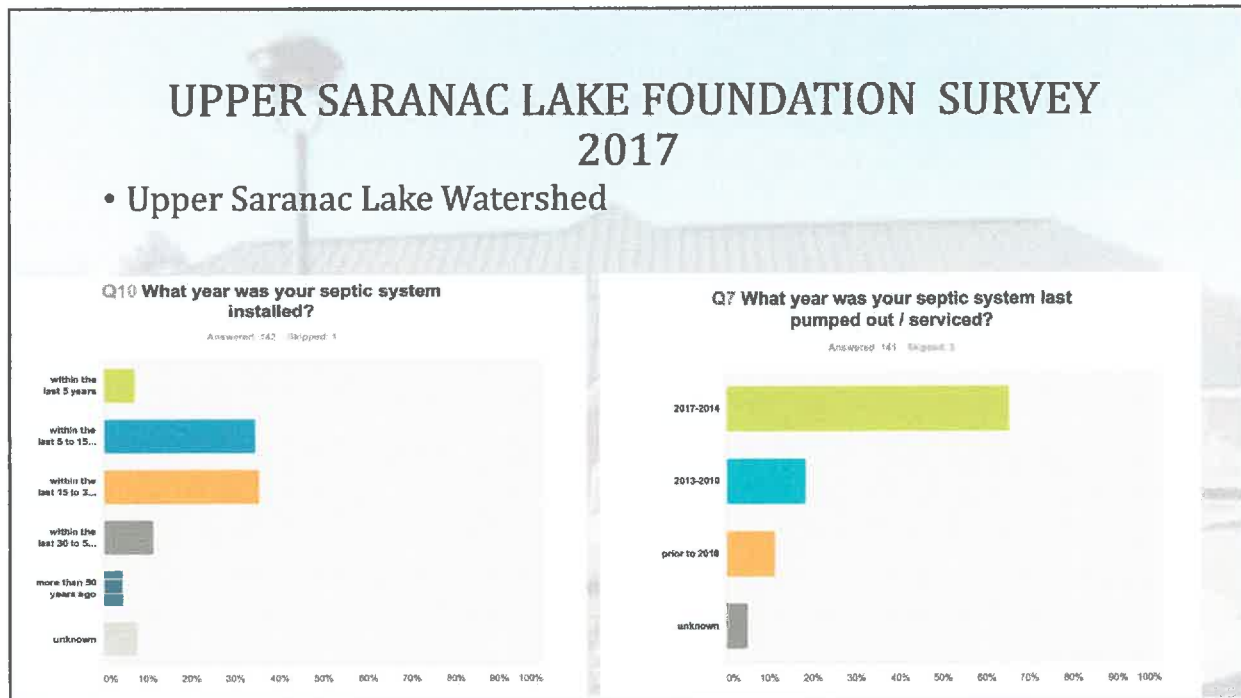
PREVIOUS TOWN STUDIES

- Grant - 2001
 - Draft proposal
 - Mandatory pumping and inspection every three years.
 - Rejected as too stringent and unnecessary
- PB study 2017
 - Consulted with Town of Inlet
 - Attended Black River Watershed conference
 - Town of Webb Dye Testing and Water Quality Program
 - Accounted for all septic permits from 2001-2016
- USL Watershed Management Advisory Committee. Sept 2019
 - Planning Board Chair was member of the advisory committee

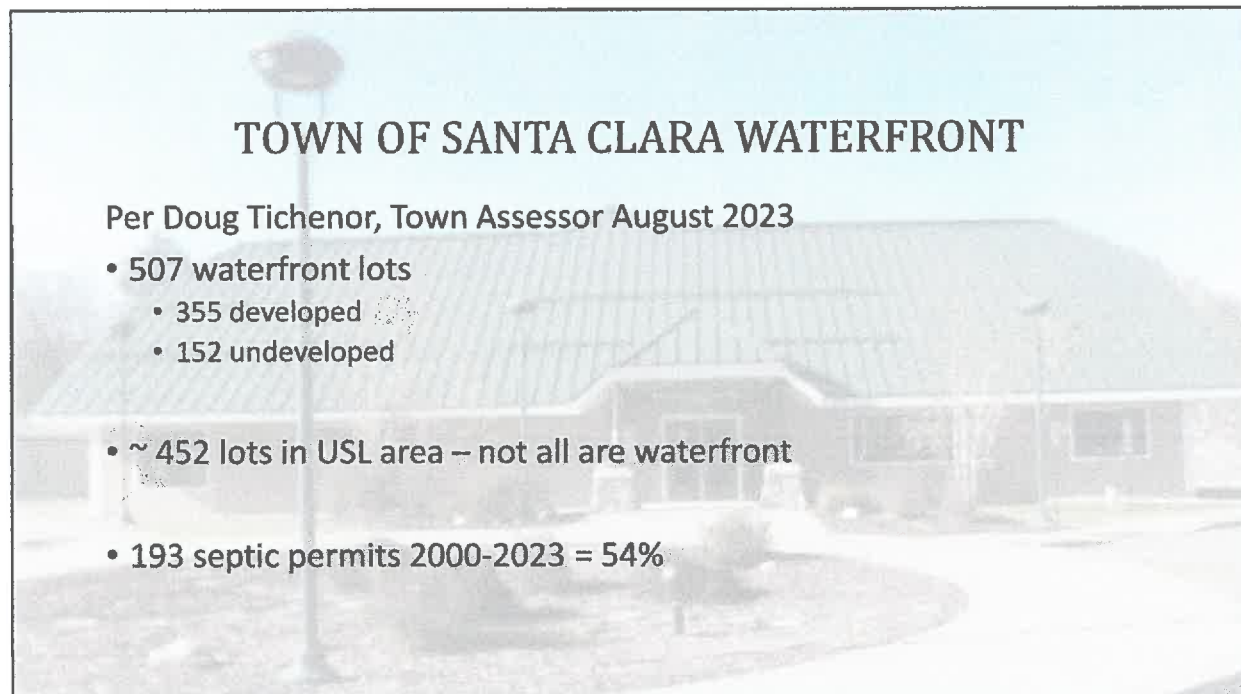
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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION 14 NOVEMBER 2024

TOWN OF SANTA CLARA SEPTIC UPGRADES 2000-2023

Bp#	Name	Address	Permit Granted for	Tax ID #	Date
00-46		Bartlett Carry Rd.	New Septic System	463.-3-68	01/10/2000
00-87		Beaverwood Rd.	New Septic System	453.3-3-4	08/07/2000
00-88		Wallace Woods	New Septic System	431.4-4-30	08/20/2000
00-110		Dry Island	New Septic System	442.-4-1	10/26/2000
01-137		Bungalow Bay	Septic Repair, No details	473.-1-13	07/26/2001
02~27		Saranac Inn	New Septic System	442.2-7-9	05/24/2002

** Further determine Waterfront, Watershed

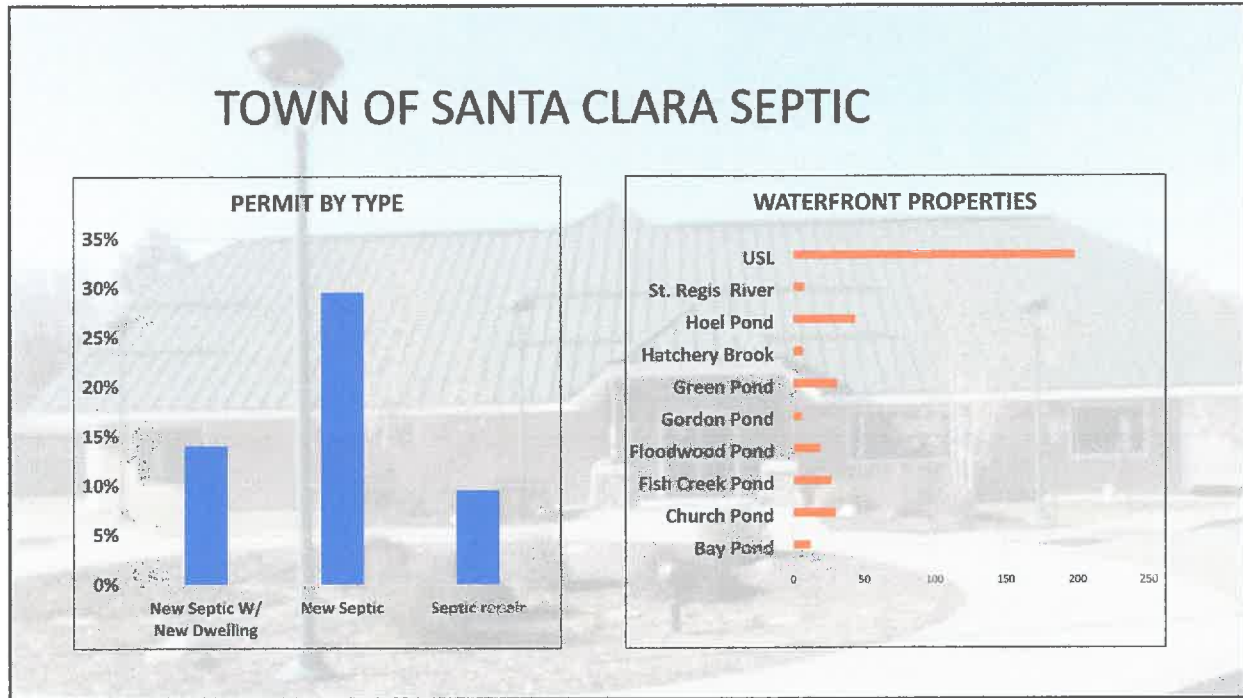
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SEPTIC PERMITS BY YEAR

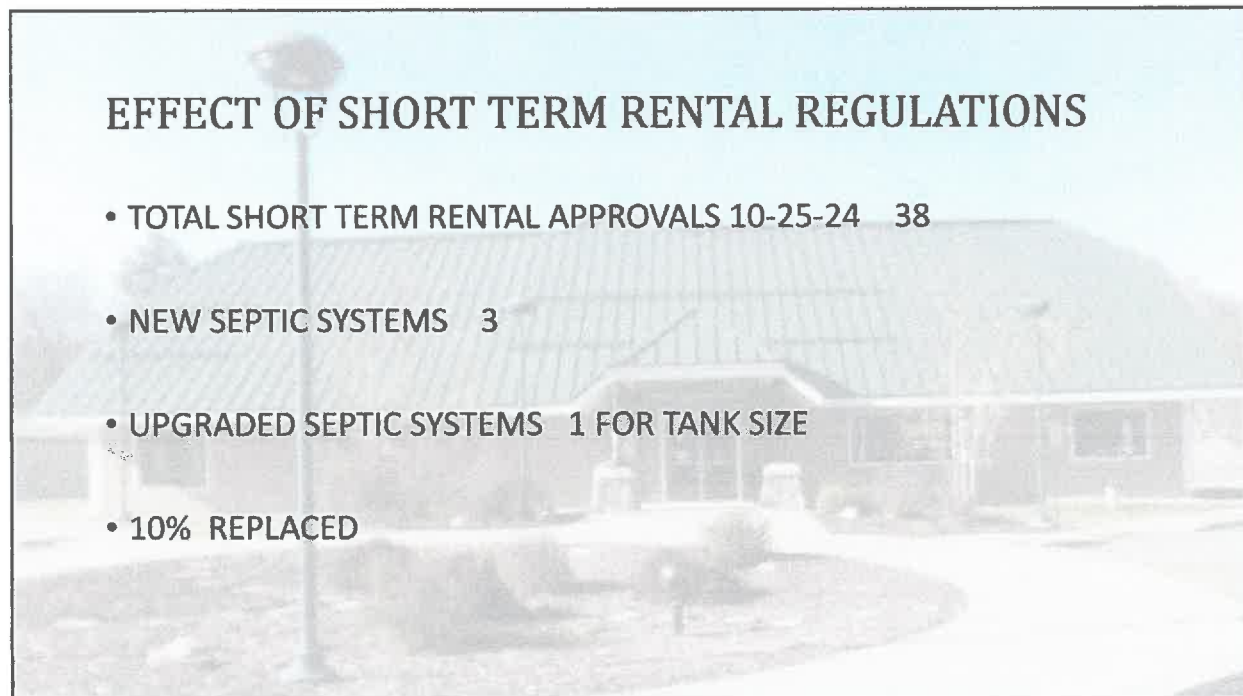
YEAR	NUMBER	% OF TOTAL
2000-2010	101	28
2011-2020	72	20
2020-2023	20	6
2000-2023	193	54

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION **14 NOVEMBER 2024**



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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION

14 NOVEMBER 2024

ADIRONDACK TOWNS WITH SEPTIC INSPECTIONS

- Upon Sale or Transfer
 - Town of Inlet (2006)
 - Town of Huron (2013)
 - Queensbury (2018)
 - Bolton (2021)
- Town of North Elba 2019
 - Inspection every 3 years – proximate to lake - year round residences
 - Inspection every 5 years – proximate to the lake - seasonal
 - Upon transfer
- Lake George 2023
 - Pump out required every 10 years for all properties
 - Septic pump out and inspections every 5 years for waterfront

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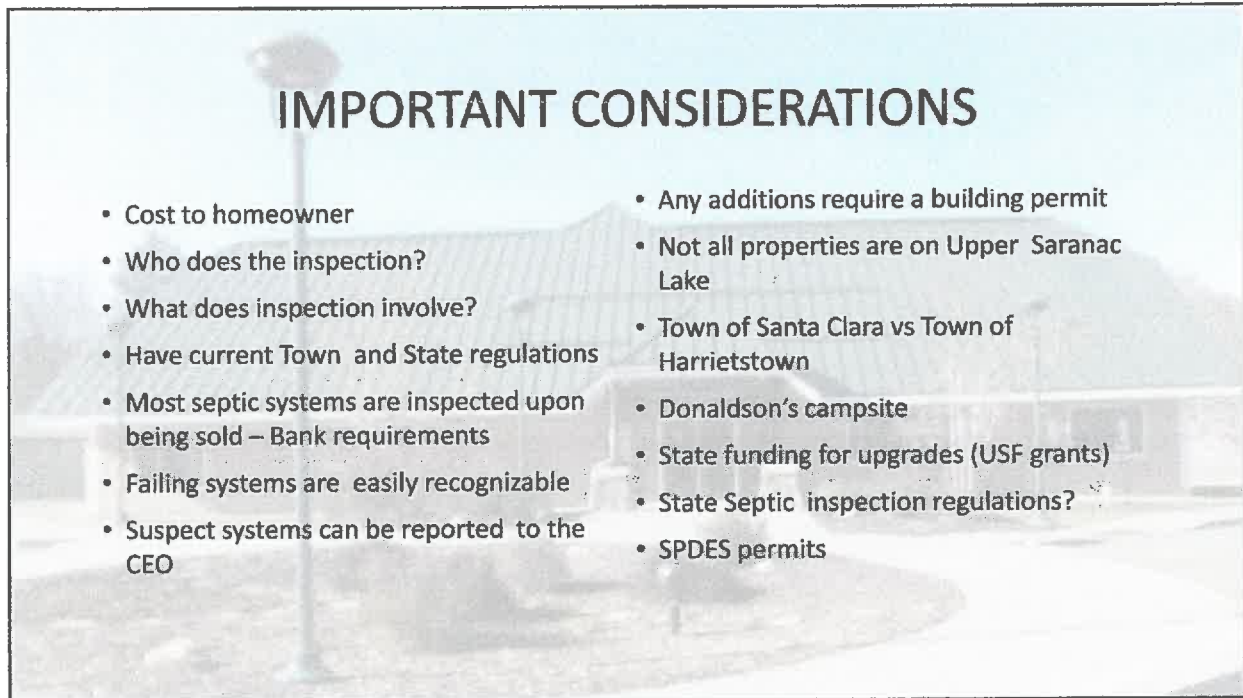
WHAT WILL THE PLANNING BOARD DO?

- Update septic permit data
- Further surveys - TSC only
- Investigate other Towns data collected
- Investigate all the numerous considerations

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TOWN OF SANTA CLARA SEPTIC SYSTEM WORK GROUP PRESENTATION

14 NOVEMBER 2024



IMPORTANT CONSIDERATIONS

- Cost to homeowner
- Who does the inspection?
- What does inspection involve?
- Have current Town and State regulations
- Most septic systems are inspected upon being sold – Bank requirements
- Failing systems are easily recognizable
- Suspect systems can be reported to the CEO
- Any additions require a building permit
- Not all properties are on Upper Saranac Lake
- Town of Santa Clara vs Town of Harrietstown
- Donaldson's campsite
- State funding for upgrades (USF grants)
- State Septic inspection regulations?
- SPDES permits

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BOARD DECISION

Does the Town Board approve the Planning Board to move forward with an evaluation of Town of Santa Clara Land Use Code - Wastewater Treatment, and propose changes, if necessary, to the Town Board?

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Upper Saranac Watershed Management Plan - 2022

VISION STATEMENT

The Upper Saranac Watershed Management Plan guides a vision of a watershed that sustains exceptional water quality and healthy ecosystems that are managed and protected through science-based decisions, advocacy, and collaboration. The actions in the plan support the freshwater and terrestrial resources and promote social and economic benefits for the residents and visitors of the watershed.

The 98 page report can be downloaded at

www.adkwatershed.org/all-publications/upper-saranac-watershed-management-plan



2023 Town of Santa Clara Short Term Rental Permits

STR #	Primary Owner	Location	Type, Units and Bedrooms	Tax Map #	Date	STR Fee	Primary Contact
23-01	Thomas Komp	149 Church Pond Rd.	1 Unit, 3 Bedrooms	431.4-2-5	10/31/23	\$600.00	Thomas Komp
23-02	Chris Cohan	47 Woodland Ave.	1 Unit, 3 Bedrooms	442.2-6-12	11/2/23	\$600.00	Chris Cohan
23-03	Chris Cohan	21 Loon Over Ln.	1 Unit, 5 Bedrooms	443.1-1-8	11/2/23	\$800.00	Chris Cohan
23-04	Tissot Living Trust	80 Wallace Woods Ln.	1 Unit, 2 Bedrooms	431.4-4-21	11/4/23	\$500.00	Bill Lavair
23-05	Joseph Minkos	23 Back Bay Rd.	1 Unit, 3 Bedrooms	442.2-8-5	11.14.23	\$600.00	Joseph Minkos
23-06	Chris Magadini	228 Moss Rock Rd.	1 Unit, 4 Bedrooms	453.-2-1	11/23/23	\$700.00	Jennifer Downing
23-07	John Dobeck	773 Bartlett Carry Rd.	1 Unit, 3 Bedrooms	473.-2-4	11/30/23	\$600.00	John Dobeck
23-08	Brian Kelahan	20 Back Bay Rd.	1 Unit, 4 Bedrooms	442.2-9-13.200	12/29/23	\$700.00	Brian Kelahan
24-01	Suzannah Taylor	87 Fish Creek Park Rd.	1 Unit, 3 Bedrooms	453.3-6-2	1/16/24	\$600.00	Suzannah Taylor
24-02	Ryan Schneider	40 Fish Hatchery Rd.	1 Unit, 1 Bedroom	432.4-2-9	2/23/24	\$400.00	Ryan Schneider
24-03	Stephen Malkowski	722 Bartlett Carry Rd.	1 Unit 2 Bedrooms	474.-1-13	3/21/24	\$500.00	Stephen Malkowski
24-04	Charles Bechtel	238 Lajuenesse Rd.	1 Unit 5 Bedrooms	453.3-1-12	3/26/24	\$800.00	Charles Bechtel
24-05	Michael Loner	79 Fish Creek Park Rd.	1 Unit 3 Bedrooms	453.3-7-2	3/27/24	\$600.00	Michael Loner
24-06	Sil 77 llc	77 Saranac Inn Ln.	2 Unit 3 Bedrooms	442.2-9-12	3/29/24	\$800.00	Lisa Dixon
24-07	Matthew&Rebecca Hudson	68 County Route 46	1 Unit 5 Bedrooms	442.2-5-17	4/15/24	\$800.00	Matthew Connor
24-08	Robert Duerr	53 Church Pond Rd.	1 Unit 3 Bedrooms	431.4-2-17	4/22/24	\$600.00	Robert Duerr
24-09	Grouse Cove Partnership	94 Moss Rock #154	1 Unit 5 Bedrooms	453.-2-22.100	4/30/24	\$800.00	Alexander Packard
24-10	Grouse Cove Partnership	94 Moss Rock #153	1 Unit 5 Bedrooms	453.-2-22.200	4/30/24	\$800.00	Alexander Packard
24-11	Richard Tudeau	5339 State Route 30	1 Unit 2 Bedrooms	431.4-4-10	4/30/24	\$500.00	Richard Trudeau
24-12	Christine Campisi	3888 State Route 30	1 Unit 3 Bedrooms	473.-1-21	5/1/24	\$600.00	Christine Campisi
24-13	William Wooters	63 Edgewater Lane	1 Unit 4 Bedrooms	442.2-7-5	5/3/24	\$700.00	William Wooters
24-14	Josh Manifold	470 Witchindin Rd.	1 Unit 3 Bedrooms	473.-1-13	5/10/24	\$600.00	Josh Manifold
24-15	5183 State Route 30 LLC	5183 State Route 30	1 Unit 3 Bedrooms	422.2-2-28	5/24/24	\$600.00	James Sonneborn
24-16	OVF LLC	5096 State Route 30	6 Units 12 Bedrooms	442.-2-9.300	5/29/24	\$2,500.00	Andrew True
24-17	Janet & Lorin Sodell	116 Fish Creek Park	1 Unit 1 Bedroom	453.3-8-6	5/30/24	\$400.00	Janet & Lorin Sodell
24-18	David & Rita Ellertson	804 Bartlett Carry Rd.	1 Unit 3 Bedrooms	463.-3-38	6/5/24	\$600.00	David & Rita Ellertson
24-19	Three Trees Camp LLC	1 Dunlap Rd.	7 Units 11 Bedrooms	454.-1-5	6/6/24	\$2,600.00	Lisa Pervival
24-20	The Woodland Keep LLC	49 Woodland Ln.	1 Unit 3 Bedrooms	442.2-6-11	6/14/24	\$600.00	Brent Jones
24-21	Clair Catilaz	67 Floodwood Rd.	1 Unit 4 Bedrooms	442.2-2-16	6/20/2024	\$700.00	Clair Catilaz
24-22	Jason & Lisbel Wolner	821 Bartlett Carry Rd.	1 Unit 2 Bedrooms	463.-3-21	6/21/2024	\$500.00	Jason & Lisbel Wolner
24-23	Aaron Vollrath	35 East shore Ln.	1 Unit 3 Bedrooms	431.4-1-7.300	7/17/2024	\$600.00	Jacob Vennie-Vollrath
24-24	Margaret Altemus	72 Prospect House Ln.	1 Unit 3 Bedrooms	442.2-9-2	7/25/2024	\$600.00	Margaret Altemus
24-25	John Semler	15 Kimpton Rd.	1 Unit 4 Bedrooms	432.3-1-14	8/2/2024	\$700.00	John Semler
24-26	Theodore Lewand	32 Woodland Ln.	1 Unit 3 Bedrooms	443..1-1-5	8/2/2024	\$600.00	Theodore Lewand
24-27	Heather Sullivan-Catlin	146 Fish Creek Park Rd.	1 Unit 2 Bedrooms	453.3-5-12	8/7/2024	\$500.00	Heather Sullivan-Catlin
24-28	Barbara Dunlap	5 Dunlap Rd.	2 Unit 4 Bedrooms	454.-1-2.200	8/21/2024	\$1,000.00	Barbara Dunlap
24-29	Elizabeth Zick	131 #9 Hoel Pond Rd.	1 Unit 5 Bedrooms	431.4-1-12	9/6/2024	\$800.00	Elizabeth Zick
24-30	George Heydweiller	471 Witchindin Rd.	1 Unit 3 Bedrooms	473.-1-12	10/9/2024	\$600.00	George Heydweiller