

REGULAR ARCADIA TOWN BOARD MEETING

July 8, 2025 – 7:00 PM

Town Hall

201 Frey St.

Newark, NY 14513

Supervisor Piscioti welcomed those in attendance followed by the gathering in the pledge of allegiance.

PRESENT: Supervisor Piscioti
Councilmembers: Diamond, Gerbig, Greco, VanLaeken
Highway Superintendent Kuhlman
CEO DeWolf
Town Attorney David Hou

ABSENT:

MINUTES: Motion made by Councilman Gerbig, seconded by Councilman Greco to approve the minutes of June 10, 2025 Regular Town Board Meeting.
All voted Aye.

CODE ENFORCEMENT REPORT: CEO DeWolf read his June report.

Town of Arcadia Code Enforcement Monthly Report For: June 2025

Total Permits Issued for the Month	9
Total Cost of Permits	\$ 629.50
Inspections Done for the Month	9
Total C of C's Issued for the Month	1
Total C of O's Issued for the Month	0
Total Variances Processed for the Month	0
Total Complaints Received	1
Total 911 Calls Received	2

Total of Violation	
Letters Sent	8
Total of Violations	
Resolved	0
Total of Appearance	
Tickets Issued	0

CEO DeWolf noted there is another solar request for Stuart Ave. They have a hurdle to overcome because of the amount of prime farmland. The Solar Company has not submitted an application yet.

CEO DeWolf also said a resident on Rt. 88 South of Fairville would like to run a food truck on their property. There are no codes regarding food trucks. CEO DeWolf wanted the Board's opinion on this. Attorney Hou recommended adopting a Moratorium for food trucks until things are figured out. Attorney Hou said to remember a moratorium requires a local law and public hearings. Board Members wanted to know what the property is zoned as. CEO DeWolf said it is zoned as agricultural. Council Member Diamond asked that CEO DeWolf get more details on this before making any decisions. The Board agreed.

Councilmember Gerbig inquired about the 911 calls and what they were for. CEO DeWolf said with the last storm and the heavy rainfall that two houses had flooded. When 911 is called and the Fire Department is dispatched, the Fire Chief will call the Code Officer to come and inspect.

HIGHWAY REPORT: Highway Superintendent Kuhlman read his report.

July Town Board Meeting

The Crew has been working on getting our roads prepped that we are repaving and re-surfacing this year. So far everything seems to be on schedule.

The Mill and Fill on the shoulders of Lembke Rd is done. We just need to do some shimming with the grader to blend in the edges.

We have been working on putting up the salt barn when possible and have enough guys available.

Both mowers are out there and working. The new boom mower arrived about 2 weeks ago and is out mowing banks back.

Thank you,

Tom Kuhlman, Highway Superintendent

Highway Superintendent noted that the Salt Barn structure was erected on the blocks; using the allocated funds. The Salt Barn is now complete.

COMMUNICATIONS: Supervisor Piscioti read a report from NAVA. They had 301 calls for June; 911 calls – 231, transfers -70, mutual aid -5, with an overall 85.7% coverage. They had multiple interviews this week for new hires. They have scheduled maintenance for both rigs this week; there will be times when only one ambulance will be in service. The Town Board is very happy with NAVA.

Supervisor Piscioti also said she has been in contact with NYSEG regarding the issues on Skinner Rd. Some power outages this year were caused by trees. They have trees marked for trimming. The circuit along Skinner Rd spans over 80 miles.

PUBLIC HEARING: N/A

UNFINISHED BUSINESS: N/A

NEW BUSINESS:

Sleight NY Solar Decommissioning Agreement: Supervisor Piscioti said that Attorney Hou has been working with the developer and reviewed the revisions and believes it is in a form that is acceptable to him.

Moved by Councilperson VanLaeken, seconded by Councilperson Greco to approve the Decommissioning Agreement between the Town of Arcadia and Sleight NY Solar Farm, LLC and to authorize Supervisor Piscioti to sign agreement. Decommissioning Agreement attached.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Aye
Supervisor Piscioti	Aye

Proposed Local Law Establishing Videoconferencing Procedures for Public Meetings – Schedule Public Hearing: Attorney Hou explained the Proposed Local Law and how it relates to Board Members being absent and videoconferencing for Town Board Meetings and the public having access to the location where they are video conferencing from. That this Local Law is

based of the State Model and should be reviewed for any changes. If videoconferencing, it needs to be noted on the agenda along with the link address. A link should also be posted on the Town's website. If a Local Law and policy is not adopted, it goes by the old rules. The Board would like to table this discussion for further review and readdress at the next Town Board Meeting.

Casey Carpenter, Reporter spoke saying that it was more of recording or streaming the meeting for other people who can't attend to watch. Could the Board do this without a policy? Attorney Hou said it can be done without a policy but the State is already mandating that certain organizations are required to record/stream and post in a certain amount of time and it is only a matter of time before Municipalities will be required to do it.

Supervisor Piscioti spoke saying that herself, Terresa Vastbinder, Town Clerk and Madyson Vacchetto, Deputy Clerk have been having an ongoing discussion on streaming or recording, what equipment is needed, etc.

PUBLIC COMMENTS: Supervisor Piscioti asked if there were any public comments.

Sue DeJohn asked for an update for water on Snake Rd. Supervisor Piscioti said that the application is underway for Water District No. 18.

Supervisor Piscioti said that SW Water Benefit Area No. 3 is waiting on USDA for final funding approval. Attorney Hou said he had sent to USDA a revised opinion letter.

Peg Pelletier said she went to a meeting for the Harriet Tubman Byway Meeting in Auburn and she was so please to see that all of Wayne County Towns were supporting this and thanked the Board for the resolution they had done.

REPORTS OF TOWN OFFICIALS:

All Town Reports

Moved by Councilperson Gerbig, seconded by Councilperson Diamond to accept the following reports: Town Clerk, Code Officer, Assessor, Supervisor and Highway reports.

Roll Call:

Councilman VanLaeken Aye

Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Aye
Supervisor Piscioti	Aye

AUDIT/PAYMENT OF BILLS APPROVED BY THE TOWN BOARD:

General	#214-244	\$103,938.24
Highway	#136-158	\$368,625.26

Moved by Councilman Gerbig, seconded by Councilman Diamond to authorize payment of the General and Highway bills.

Roll Call:

Councilman VanLaeken	Aye
Councilman Greco	Aye
Councilman Gerbig	Aye
Councilman Diamond	Aye
Supervisor Piscioti	Aye

ADJOURNMENT:

7:27 PM Moved by Councilman VanLaeken, seconded by Councilman Greco to adjourn the Town Board meeting.

All Voted Aye

Respectfully Submitted,
 Teresa Vastbinder
 Town Clerk

Ambulance

Total jobs for June - 301

911 Jobs - 231

Transfers - 70

Mutual Aid - 5

Overall % Covered - 85.7

Multiple interviews this week for new hires

Scheduled maintenance for both rigs this week, there will be times where we only have 1 ambulance in service

Dawn,

I looked into the outages on Skinner Rd and found there have been seven outages since January. Six of these outages were caused by trees, while the other was due to animal contact with a wire. There are still many dead ash trees standing as a result of the Emerald Ash Borers (EAB), an invasive species. We're addressing these trees as quickly as possible.

The circuit along Skinner Rd was last trimmed in 2021 and spans over 80 miles, which means several customers can be affected depending on where the outage occurs. We currently have danger trees marked and are working through them in order of priority. This should help reduce future tree-caused outages. The circuit is scheduled to be trimmed again in 2026.

I hope this information is helpful! As I mentioned in my previous email, if you hear of any billing concerns, we are happy to investigate and reach out to our customers. Simply provide me with their information.

P.S. I hope you saw my email from earlier today about the virtual meeting tomorrow morning regarding an important update from NYSEG and RG&E.

Best regards,
Maureen

Maureen Riester
Municipal and Community Relations Manager

Tues. 7/8
Bro NY

DECOMMISSIONING AGREEMENT

This **DECOMMISSIONING AGREEMENT** (this "Agreement") dated as of July 8, 2025 (the "Effective Date") is made by and among the **TOWN OF ARCADIA**, a duly formed municipal corporation under the laws of the state of New York (the "Town"), with offices at 201 Frey Street, Newark, New York 14513, **SLEIGHT NY SOLAR FARM, LLC**, a New York limited liability company authorized to conduct business in the State of New York, with offices at 315 Post Rd W, Westport, NY 06880 (the "Owner") and **SOLAREIT2-A-III LLC**, owner of the Property as defined below, with a mailing address of 8245 Boone Boulevard, Suite 700, Vienna, VA 22182, (the "Landowner"). The Town, Owner, and Landowner may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Owner intends to permit, construct, operate and maintain solar energy generating facilities with an aggregate size of approximately 5 Megawatts of alternating-current nameplate capacity that will generate electric power (the "Project") on a portion of property, more particularly identified hereto, and commonly known as 105 Sleight Road (tax map number 68111-00-993681 and 69111-00-063552, the "Property"), such parcel being located within the Town of Arcadia, Wayne County, New York (the then current owner(s) of the Property are referred to under this Agreement as the "Landowner"); and

WHEREAS, the Owner has submitted a final decommissioning plan dated June 24, 2022, (the "Decommissioning Plan") and will submit a Decommissioning Surety (as defined below) providing the Town with access to funds for the Decommissioning (as defined below) of the Project on the terms and conditions set forth under this Agreement; and

WHEREAS, the Parties now desire to enter into this Agreement and to agree upon the obligation to decommission the Project and the terms and conditions of the financial surety provided to the Town for the purpose of Decommissioning the Project.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other promises and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DECOMMISSIONING SURETY** - Prior to obtaining a building permit to start physical construction of the Project (the "Surety Start Date"), the Owner (or its successor in title) shall post an irrevocable Decommissioning Surety (the "Decommissioning Surety") by a rated lending institution or other surety company acceptable to the Town, which said Decommissioning Surety shall be for a term of no less than 2 years and which shall be regularly renewed during the full life of the Project. The Decommissioning Surety Amount shall be approved by resolution of the Town Board. The Decommissioning Surety shall name the Town as the benefitted party. Said Decommissioning Surety shall be in the initial amount of \$379,562.56 (the "Initial Surety Amount"), which represents the 26.5 year value estimated removal cost to Decommission the Project as determined by the Owner and Town's engineering consultant and shall have an AM Best rating of aa or higher. Details of the expected Decommissioning activities and costs are described on the Decommissioning Plan (Attachment 1), which is incorporated herein and made a part hereof.

(a.) Upon posting of the Decommissioning Surety, the Owner (or its successor in title) will provide the Town with the original Decommissioning Surety policy and all related documents with contact information for the financial provider.

(b.) The Decommissioning Surety shall provide for an automatic annual escalation beginning in year 27 in the amount of coverage to offset inflation, which said annual increase shall be 3% over and above the prior year's coverage.

(c.) Owner or its successor in title to the Project shall be responsible for providing the Town with proof of the continuation of the Decommissioning Surety no less than one hundred and twenty (120) days prior to the end of the Term of the then existing Decommissioning Surety. Owner or its successor in title to the Project shall be obligated to provide and maintain such Decommissioning Surety for so long as the Project remains in commercial operation and until decommissioning is completed, which is expected to be for a period of twenty-six and a half (26.5) . Failure of Owner or its successor in title to provide the Town with proof of continuation of the Decommissioning Surety as stated above shall be grounds for revocation of any Special Use Permit granted for the Project, subject to all due process requirements, provided that the Town shall have notified Company of such failure, and Company shall not have cured such failure within thirty (30) days of receiving notice.

(d.) The Parties agree that the Surety shall be used solely to pay for reasonable and necessary Decommissioning costs of the Project pursuant to the terms and conditions of this Agreement. The Town shall have no right to use any portion of the Decommissioning Surety for any reason other than to pay for Decommissioning costs related to the Project pursuant to the terms and conditions of this Agreement and the Decommissioning Plan, and any breach by the Town of the foregoing will be deemed a default under this Agreement.

(e.) Owner or its successor in title shall have no further payment obligations in connection with Decommissioning during the operation of the Project so long as Owner or its successor in title complies with providing the Decommissioning Surety in accordance with this Agreement. Nonetheless, in the event the Owner fails to Decommissioning the Project and the Town calls the Decommissioning Security, and the actual Decommissioning costs of the Town exceed the amount covered by the Decommissioning Surety, Owner or its successor in title to this Project shall be responsible for any such excess costs, provided such excess costs are not as a result of the Town using any amount covered by the Surety for any reason other than to pay for Decommissioning costs of the Project.

2. **DECOMMISSIONING DEFINED** - Decommissioning as used in this Agreement shall mean the removal and disposal of all structures, equipment and accessories, including subsurface foundations and all other material, concrete, or debris, that were installed in connection with the Project and the restoration of the parcel of land to the original state prior to construction on which the Project is built to either of the following, ("Decommissioning"): (i) the condition such lands were in prior to the development, construction and operation of the Project, including but not limited to restoration, regrading, and reseeded, or (ii) the condition designed by Owner (or its successor in title) and as agreed upon with the Landowner (or any of Landowner's heirs, successors or assigns) in accordance with the Decommissioning Plan ("Decommissioning") in accordance with the Decommissioning Plan. Costs of

Decommissioning under this Agreement include labor, disposal costs, professional services, professional consulting services of the Town and any other costs reasonably necessary with such Decommissioning. Details of the expected Decommissioning activities and costs are described on the Decommissioning Plan (Attachment 1).

3. **TRIGGERING EVENTS OF DECOMMISSIONING** - The Parties agree that the Decommissioning process of the Project shall commence (and the funds to pay for the cost of any such Decommissioning from the Decommissioning Surety may be called on) by Owner for the following reasons, (each, a "Triggering Event"):

- a) Owner or its successor in title provides ninety (90) days' written notice to the Town of its intent to retire or decommission the Project (the "Owner Decommissioning Notice");
- b) [Intentionally omitted].
- c) Commercial operation of the Project has not started within twelve (12) months of the issuance of a Certificate of Occupancy and/or Certificate of Completion from the Town, which such time limit may be extended by the Town at its sole discretion upon a showing of good cause for the delay;
- d) The Project ceases to be operational or becomes abandoned for more than 1 year as reasonably determined by the Town's Code Enforcement Officer, which such time limit may be extended by the Town upon a showing of good cause for the delay;
- e) The Site Plan approval or Special Use Permit relating to the Project has been revoked and all remedies under the law, including appeals, have been concluded; or
- f) Failure to keep in effect the Decommissioning Surety meeting the requirements of this Agreement as required under this Agreement.

4. **FAILURE TO COMMENCE AND/OR COMPLETE DECOMMISSIONING** - In the event the Owner or its successor in title fails to initiate Decommissioning of the Project within ninety (90) days after any Triggering Event or fails to complete Decommissioning within six (6) months after any Triggering event, the Town will have the right to Decommission the Project through the use of the Decommissioning Surety upon providing written notice to Owner (or its successor in title) and 30 days to cure by initiating Decommissioning. Any one of the Triggering Events outlined in this Section 4 shall give rise to the obligation of Owner or its successor in title to perform Decommissioning pursuant to the terms and conditions of this Agreement.

5. **EASEMENT AND RIGHT OF ENTRY FOR TOWN TO PERFORM DECOMMISSIONING** - Owner (or its successors or assigns) and Landowner (or any of Landowner's heirs, successors or assigns) hereby grants to the Town a temporary easement, which shall be specified and recorded in Office of the Wayne County Clerk, at the expense of Owner, allowing the Town and its contractors or agents the right of reasonable access to Landowner's property upon which the Project is located to Decommission the Project and Owner (or its successors in title) and Landowner (or any of Landowner's heirs, successors or assigns) shall defend, hold harmless and indemnify the Town for any and all claims, liability, loss or damage arising out of the Town exercising its right to Decommission the Project as provided for herein, except in cases of negligence or willful misconduct by the

Town or any of its employees, contractors, or agents. The above easement and right of entry shall only apply if the Town has the right to perform Decommissioning of the Project pursuant to the terms and conditions set forth in Section 4 above, and the easement shall terminate upon completion of the Decommissioning. Prior to entering the Property to Decommission the Project pursuant to this easement, Owner or Town shall show proof to Landowner (or any of Landowner's heirs, successors or assigns) of its New York State workmen's compensation and commercial liability insurance policies.

6. **LANDOWNER AS A PARTY TO THIS AGREEMENT** - The Landowner (or any of Landowner's heirs, successors or assigns) is a Party to this Agreement, as the obligations contained herein related to the property upon which the Project is to be constructed.

(a.) [Intentionally omitted]

(b.) [Intentionally omitted]

(c.) This Agreement shall be recorded at the Office of the Wayne County Clerk at the expense of Owner and shall be indexed against the real property upon which the Project is to be built.

7. **COMPLETED DECOMMISSIONING** - Upon full and complete Decommissioning of the Project in accordance with the Decommissioning Plan, Owner or its successor in title shall have no further obligation to the Town and the Decommissioning Surety will be promptly returned and released to the Owner or its successor in title.

8. **AMENDMENT TO THIS AGREEMENT** - This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective administrators, successors and assigns, including any successor Owners of the Project and any subsequent owners of the real property upon which the Project is located.

9. **WORKERS' COMPENSATION INSURANCE** - Owner shall provide the Town with proof that it either carries sufficient Workers' Compensation insurance coverage for its employees in New York or that it is exempt from such requirement.

10. **ADDITIONAL DOCUMENTS** - The Parties agree to execute and deliver any additional documents or take any further action as reasonably requested by another Party to effectuate the purpose of this Agreement.

11. **LAW THAT GOVERNS** - The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York.

12. **EXECUTION IN COUNTERPARTS** - This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all Parties.

13. **FUTURE NOTICES** - Any and all notices required to be sent by the Parties shall be addressed as listed below. If any Party experiences a change in address, written notice of such change shall be provided to the other Parties.

By certified mail or mail courier service,

To the Town:

Town of Arcadia
201 Frey Street
Newark, NY 14513
Attention: Town Supervisor

To the Company:

Sleight NY Solar Farm, LLC
315 Post Rd W,
Westport, CT 06880

To the Landowner:

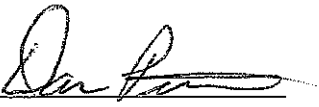
SolaREIT2-A-III LLC
8245 Boone Boulevard, Suite 700
Vienna, VA 22182
Attn: Laura Pagliarulo

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

[Signature Page Follows]

TOWN:

Town of Arcadia

By: 

Name: Dawn Piscioti
Title: Town Supervisor

OWNER:

Sleight NY Solar Farm, LLC

By: _____

Name: _____

Title: _____

LANDOWNER:

SolaREIT2-A-III LLC

By: _____

Name: _____

Title: _____

Attachment 1: Decommissioning Plan

