

## **Town of Arcadia**

Supervisor  
**Dawn Piscioti**

Town Clerk  
**Terresa Vastbinder**

Office Building  
201 Frey Street  
Newark, NY 14513  
315-331-1222

Councilpersons  
**Michael Diamond**  
**David Greco**  
**Joe Gerbig**  
**Richard VanLaeken**

### **TOWN BOARD MEETING AGENDA**

Highway Supt.  
**Thomas Kuhlman**

Town Attorney  
**David Hou**

Code Enforcement Officer  
**Ed DeWolf, Jr.**

**DATE: July 8, 2025  
7:00 PM**

1. Call to Order
2. Pledge to flag
3. Roll Call
4. Approval of Minutes of Previous Meeting(s)
5. Reports of Town Officials
6. Communications:
7. Public Hearing: N/A
8. Unfinished Business:
9. New Business:

Sleight NY Solar Decommissioning Agreement

Proposed Local Law Establishing Videoconferencing Procedures for Public Meetings – Schedule Public Hearing

10. Public Comments
11. Audit/Payment of Bills
12. Adjournment

## 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

## DECOMMISSIONING AGREEMENT

This **DECOMMISSIONING AGREEMENT** (this "Agreement") dated as of \_\_\_\_\_, 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 reseeding, 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:

Title: Town Supervisor

OWNER:

Sleight NY Solar Farm, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

LANDOWNER:

SolaREIT2-A-III LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:



## **TOWN OF ARCADIA**

### **PROCEDURES FOR THE USE OF VIDEOCONFERENCING TO CONDUCT PUBLIC MEETINGS**

The Town Board hereby establishes the following procedures for the use of videoconferencing to conduct all public meetings in the Town. These procedures are established pursuant to Public Officers Law § 103-a and shall be superseded by any amendments thereto.

#### **1. DEFINITIONS:**

Hybrid Meeting: a meeting of a public body where there are a mix of physically present and virtually present members participating.

Meeting: a gathering of the members of a public body for the transaction of official business, for which a quorum of its members must be present.

Physical Presence: when a member is physically present at the meeting.

Virtual Presence: when a member participates in a public meeting virtually, as provided herein, using video conferencing technology (ex. Zoom, Skype, Cisco WebEx, etc.).

#### **2. REQUIREMENTS WHERE VIDEO CONFERENCING IS UTILIZED.**

- a. At least a quorum of the body must be physically present at all hybrid meetings.
- b. Members of the public body shall be physically present at meetings unless such member is unable to be physically present due to extraordinary circumstances, which includes but is not limited to disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member's physical presence at such meeting.

This section shall not apply in the event of a state of emergency declared by the State, Wayne County, or the Town, if the public body determines that the circumstances necessitating the state of emergency would affect or impair its ability to hold an in-person meeting.

- c. The public body shall provide the opportunity for members of the public to view its meetings via video, and to participate in proceedings via videoconference in real time where public comment or participation is authorized and shall ensure that videoconferencing authorizes the same public participation or testimony as in person participation or testimony.

- d. The public body shall ensure its members can be heard, seen, and identified during the meeting, including but not limited to any motions, proposals, resolutions, and any other matter formally discussed or voted upon.
- e. Meeting minutes shall include which members were virtually present and shall be available to the public as required by law.
- f. Public notice of the meeting shall inform the public that videoconferencing will be used, where to view and/or participate in the meeting, where to participate and attend physically, and where required documents and records will be posted or made available.
- g. Meetings conducted using videoconferencing shall be recorded and such records shall be posted or linked on the Town website within five (5) business days following the meeting and shall be available for a minimum of five (5) years thereafter. Transcriptions of a public meeting shall be made available only upon request, at the cost to the requester.
- h. All videoconferencing shall use technology consistent with the Americans with Disability Act.

**Proposed Local Law**  
**Establishing Videoconferencing Procedures For Public Meetings Pursuant to N.Y. Public**  
**Officers Law § 103-a.**

TOWN OF ARCADIA

LOCAL LAW NO. \_\_\_\_ OF THE YEAR 2025

A Local Law establishing videoconferencing procedures for public meetings pursuant to N.Y. Public Officers Law § 103-a.

Be it enacted by the Town Board of the Town of Arcadia as follows:

**Section 1. Legislative Intent**

It is the intent of this local law to authorize the use of videoconferencing to conduct public meetings, in accordance with Public Officers Law § 103-a.

**Section 2. Authority**

This local law is adopted pursuant to Public Officers Law § 103-a, which expressly authorizes towns to authorize the use of videoconferencing in the conduct of public meetings.

**Section 3. Legislation**

**A. Authorization**

The Town Board, Planning Board, Zoning Board, and all other Town sub-boards, committees and sub-committees are hereby authorized to use videoconferencing to conduct its public meetings.

**B. Written procedures for member and public attendance**

The Town Board shall establish written procedures governing member and public attendance, which procedures shall be posted on the Town website. All members of the public body shall be physically present at meetings unless such member is unable to be physically present due to extraordinary circumstances, which shall include, but not be limited to, disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member's physical attendance at such meeting.

**Section 4. Severability**

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph,

subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5. Effective date**

This local law shall take effect immediately upon filing with the Secretary of State.