

REGULAR ARCADIA TOWN BOARD MEETING

August 12, 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, VanLaeken
CEO DeWolf
Town Attorney David Hou

ABSENT: Councilman Greco
Highway Superintendent Kuhlman

MINUTES: Motion made by Councilman Gerbig, seconded by Councilman VanLaeken to approve the minutes of July 8, 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: July 2025

Total Permits Issued for the Month	20
Total Cost of Permits	\$1153.00
Inspections Done for the Month	17
Total C of C's Issued for the Month	4
Total C of O's Issued for the Month	1
Total Variances Processed for the Month	0
Total Complaints Received	0
Total 911 Calls Received	0
Total of Violation Letters Sent	30
Total of Violations Resolved	0
Total of Appearance Tickets Issued	0

CEO DeWolf said in regards to the Food Truck request from last month she ended up only getting a Roadside Stand Permit to sell baked goods and vegetables. She is not doing a food truck at this time.

CEO DeWolf asked if the Board had received his email regarding Peddlers Permits. He has had calls that people are getting more people going door to door and want to know if those people are required to get a permit. At this time the Town does not require Peddlers Permit. The Town Board discussed this and asked the Town Attorney to put together something for this.

CEO DeWolf also reminded the Board he will be off for a few weeks. He has asked the Village Code Enforcement Officer and Lyons Code Enforcement Officer if they would be able to help in his absence.

HIGHWAY REPORT: Councilman VanLaeken read Highway Superintendent Kuhlman report in his absence.

August Town board Meeting 8/12/2025

The guys have been quite busy the last couple weeks, we finished paving our 2 project roads Ford & Decann, we also finished prep work for Pelis, Turner, section of Filkins and section of Heidenreich Road for the Micropave job which also has been completed; just waiting to be re-striped by Wayne County Highway Dept.

Our new Salt Barn was finished in July and salt is being delivered this week to get ready for upcoming winter, ordered 1400 tons off last years OGS contract @\$49.87 ton. August 31st is end of that contract and I believe next years price is going to go up substantially.

We do have some other maintenance work to do on a few other roads later this summer, waiting for hot temperatures to subside, the older roads get to sticky on those hot days to work on with big equipment.

Thank you

Thomas Kuhlman/Highway Superintendent

COMMUNICATIONS: Supervisor Piscioti said she had no communications at this time.

Councilman Gerbig wanted to go back to the Food Truck item and was wondering how the Village and other Towns handles those. Maybe we should look into this more. The Town Board asked CEO DeWolf to look into this further.

PUBLIC HEARING: N/A

UNFINISHED BUSINESS:

Proposed Local Law Establishing Videoconferencing Procedures for Public Meetings – Schedule Public Hearing: The Town Board discussed this. They are not going to do a Local Law for Videoconferencing. They would like the Board Members to be present at the actual meeting. What they are looking for is just recording the meeting and posting the meeting on the Town's website the following day. They are still looking at options for this.

Food Truck: Discussed during CEO DeWolf's Report

NEW BUSINESS:

NY Arcadia I, LLC Decommissioning Plan: Zac Rosenblatt from GS Power Partner introduced himself and his company. GS Power Partner purchased this project from Delaware River. They are working with MRB on the decommissioning plan. Supervisor Piscioti also gave a reminder that GS Power Partners will need to provide a letter on their letterhead and sign that they agree to the terms and conditions of approval.

MRB – SAM (System for Award Management) Register: SAM registration is required for any Municipalities to receive federal funds. Federal Processing Registry can do 3-year service period for \$1,299.00. MRB can do this as part of their services for 6-year at an hourly not to exceed amount of \$1,000.00.

Moved by Councilman VanLaeken, seconded by Councilman Gerbig to approve MRB to handle the registry for SAM (System for Award Management) for a 6-year period for \$1,000.00. The cost represents hourly not to exceed amount. Any additional work beyond this fee and outside the scope would be reviewed by MRB and the Town. MRB will submit monthly statements for services rendered each invoicing period.

Roll Call:

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

Schedule Budget Workshops: Moved by Councilman Greco, seconded by Councilman Gerbig to schedule Budget Workshops for the 2026 Budget for August 26, 2025 at 4:00 PM and September 2, 2025 at 4:00 PM in the Supervisor's Office at the Town of Arcadia Town Hall Building located at 201 Frey St., Newark.

Roll Call:

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

NYS Magistrates Association's 2025 Annual Conference – Judge Colacino:

Moved by Councilman VanLaeken, seconded by Councilman Gerbig to approve Judge Michael Colacino to attend the NYS Magistrates Association 2025 Conference September 14 - 17, 2025 in Niagara Falls. Registration Fee \$75.00, Hotel \$825.50 (3 nights), plus food, gas and mileage.

Roll Call:

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

PUBLIC COMMENTS: Supervisor Piscioti asked if there were any public comments. Sue DeJohn asked how the water was coming along for WD # 18. Supervisor Piscioti said we just submitted some information for this and a Public Notice will be in the paper stating the Towns Intent to File an Application with USDA, Rural Development, Rural Utilities.

REPORTS OF TOWN OFFICIALS:

All Town Reports

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

Roll Call:

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

AUDIT/PAYMENT OF BILLS APPROVED BY THE TOWN BOARD:

General	#245-282	\$123,396.83
Highway	#159-185	\$299,187.77

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

Roll Call:

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

ADJOURNMENT:

7:19 PM Moved by Councilman VanLaeken, seconded by Councilman Diamond to adjourn the Town Board meeting.

All Voted Aye

Respectfully Submitted,
Terresa Vastbinder
Town Clerk

Town of Arcadia Code Enforcement Monthly Report For: July 2025

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Total Cost of Permits	\$ 1,153.00
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We do have some other maintenance work to do on a few other roads later this summer, waiting for hot Temperatures to subside , the older roads get to sticky on those hot days to work on with big equipment.

THANK YOU ;

Thomas Kuhlman / Highway Superintendent

A SAM registration is required for any entity to bid on and get paid for federal contracts or to receive federal funds. These include for profit businesses, nonprofits, government contractors, government subcontractors, state governments, and local municipalities.



July 15, 2025

Dawn Piscioti, Supervisor
Town of Arcadia
201 Frey Street
Newark, NY 14513

**Re: Proposal for Professional Services
Annual Sam.gov Registration Renewal**

Dear Supervisor Piscioti:

MRB Group is pleased to provide the Town of Arcadia with this proposal to assist in the annual renewal of the Town's Sam.gov account. The Sam.gov account and registration are required to apply for federal funding, including a USDA grant and/or loan.

I. Background/Understanding

The Town recently closed out Water District No. 15 with USDA Rural Development, and MRB Group is currently working on two additional USDA Rural Development public water applications for the Town (Southwest Quadrant Benefit Area No. 3 and Water District No. 18). The Town currently has a Sam.gov registration that was administered by a third party with a three-year commitment. Now that the commitment has expired, the Town desires MRB Group's assistance with the annual renewal of its Sam.gov registration.

II. Scope of Services and Compensation

- A. MRB Group proposes completing the Sam.gov registration renewal in coordination with the Town on an hourly basis. Annual registrations are generally straightforward to complete if no major changes are made to the renewal process. With no major changes to the process, our estimated fee proposed below should provide for six annual registration renewals. MRB Group proposes completing the Sam.gov registration renewal as follows:
1. Coordinate with the Town to get access to the Town's account within the Sam.gov portal.
 2. Complete the annual renewal following the grants-only path before the expiration date.



3. Send the Town the updated renewal and new expiration date upon approval of the submission.

Total Compensation..... \$1,000.00

The cost figure shown above represents our hourly not-to-exceed amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group will submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group hourly rates are subject to annual adjustment.

III. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work.

IV. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's Standard Terms and Conditions.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your continued consideration of our firm.

Sincerely,


Laurie Fox

Grant Administrator


David M. Doyle, P.E.
Principal

Proposal Accepted By:

Signature

Title

Date

**MRB GROUP, ENGINEERING, ARCHITECTURE,
SURVEYING, D.P.C.**

**AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, Engineering, Architecture, Surveying, D.P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, D.P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.

Join us for an amazing array of quality
elective courses throughout the 2 day
conference!!

Judge Colacini

New York State Magistrates Association's 2025 Annual Conference

Sunday, September 14, 2025-
Wednesday, September 17, 2025

Presentation of Live Core B training plus electives