

TOWN OF OAKFIELD
REGULAR TOWN BOARD MEETING
AUGUST 12, 2025

ROLL

CALL: Councilman Carroll
Councilperson Glor
Councilman Kabel

OTHERS

PRESENT: Town Clerk Haacke
Superintendent of Highways Schultz
CEO/ZEO Mikolajczyk
Matt Lamb, Resident
Deborah Folger, Resident

Councilperson Glor called the meeting to order at 6:30 pm; followed by the Pledge to the Flag.

Minutes of the July 8 & 22, 2025 Regular Town Board Meetings: **MOTION** Councilman Carroll, second Councilman Kabel to approve the minutes as written.

Ayes: Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (3-0)

DEBORAH FOLGER-RESIDENT

Ms. Folger came to thank the Board and Superintendent Schultz for signage on Fisher Road to hopefully help with the intersection of Route 262 and Fisher Road.

CEO/ZEO

Mr. Mikolajczyk's report is available for review during regular business hours.

SUPERINTENDENT OF HIGHWAYS

ROADWORK UPDATE

Blacktop job has been changed to September 15 & 16th
Mowing roadsides and ditches with big excavator
Been working with county and Town of Batavia doing blacktop

BUILDINGS & GROUNDS:

Bricks have been replaced where they fell off

CEMETERIES:

3 burials
1 grave sold

PARKS:

Park is rented consistently
Had another water leak
Youth rec ends on August 15th
Bee problem over the weekend

EQUIPMENT UPDATE:

Equipment is running good

MISCELLANEOUS:

N/A

TOWN CLERK

Abstract 8-2025—MOTION Councilman Kabel, second Councilman Carroll to authorize the following:

General Fund	3569-3599	\$ 14,967.00
Part Town B	399-400	\$ 1,493.60
Highway DA	1272-1280	\$ 4,573.85
Highway DB	472-477	\$165,226.31
Capital Water	75-76	\$ 28,065.63
TOTAL:		\$214,326.39

Ayes: Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (3-0)

**RESOLUTION NO. 25-2025—COMPLIANCE MONITOR AND TOWN REPRESENTATIVE
EXPENSE ESCROW AGREEMENT**

Councilman Carroll offered the following:

**COMPLIANCE
MONITOR AND
TOWN
REPRESENTATIVE**

EXPENSE ESCROW AGREEMENT

This Compliance Monitor and Town Representative Expense Escrow Agreement (“**Agreement**”), dated as of June 1, 2025 (“**Effective Date**”), by and between the Town of Elba, County of Genesee, New York, a municipal corporation duly organized under the laws of New York State, having its offices at 7133 Oak Orchard Road, Elba, New York 14058 (“**Elba**”), Town of Oakfield, County of Genesee, New York, a municipal corporation duly organized under the laws of New York State, having its offices at 3219 Drake Street, Oakfield, New York 14125 (“**Oakfield**”, and together with Elba, the “**Towns**”), and Hecate Energy Cider Solar LLC, having its offices at 621 West Randolph Street, Chicago, Illinois 60661 (the “**Company**”).

WHEREAS, the Company has received a Siting Permit for a Major Renewable Energy Facility (“**Section 94-c Permit**”) pursuant to Section 94-c of the New York Executive Law (“**Section 94-c**”), now known as Article VIII of the Public Service Law, from the New York State Office of Renewable Energy Siting (“**ORES**”) to develop, design, construct, operate, maintain, and decommission a ground-mounted solar photovoltaic electric generating facility (the “**Project Facility**”) located on various parcels of land in the Towns; and

WHEREAS, each of the Towns entered into a host community benefit agreement (“**HCBA**”) with the Company regarding various matters including engagement by each of the Towns of a consultant (“**Compliance Monitor**”) to monitor, among other things, Company compliance with certain conditions of the Section 94-c Permit; and

WHEREAS, each of the Towns has elected to engage Grasby Consulting to serve as Compliance Monitor with respect to the Project Facility; and

WHEREAS, the HCBAs obligate the Company to reimburse the Towns for reasonable professional costs incurred by the Towns relating to compliance with the Section 94-c Permit, over and above any reimbursement to the Towns of local agency funds through the Section 94-c process, and to monitoring construction of the Project Facility, up to a per-town fee cap of \$40,000 (“**Compliance Monitor Fee Cap**”); and

WHEREAS, the Company has elected to have each of the Towns monitor construction activities and certify the Project Facility's compliance with the New York State Uniform Fire Prevention and Building Code, the Energy Conservation Code of New York State, and the substantive provision of any applicable local electrical, plumbing, or building code (collectively, the "**Code**"); and

WHEREAS, each of the Towns has elected to engage Grasby Consulting to serve as its Code compliance consultant and town liaison ("**Town Representative**", and together with the Compliance Monitor, the "**Consultant**") with respect to the Project Facility; and

WHEREAS, the Company has agreed to reimburse each of the Towns for the reasonable professional costs incurred by it to engage the Town Representative and any other service providers, including the Code Enforcement Officer of either of the Towns, to perform Code compliance, Code certification and town liaison services in connection with construction of the Project Facility, up to a per-town fee cap of \$32,500 ("**Town Representative Fee Cap**", and together with the Compliance Monitor Fee Cap, the "**Fee Cap**"); and

WHEREAS, the Company and the Towns wish to enter into an agreement regarding reimbursement of each of the Towns for reasonable professional costs incurred in connection with its engagement of the Compliance Monitor and the Town Representative; and

NOW, THEREFORE, in consideration of the mutual promises herein, the Towns and the Company agree as follows:

1. This Agreement applies to reimbursement of each of the Towns for reasonable professional costs incurred by it in connection with its engagement of the Compliance Monitor (for services limited to the scope set forth in the HCBA) and the Town Representative (for services limited to the scope set forth herein and in the consultant proposal attached hereto as Exhibit A).
2. The Company shall reimburse each of the Towns for reasonable, documented and invoiced professional costs incurred by each of the Towns in connection with its engagement of the Consultant in connection with construction of the Project Facility.
3. The Towns agree that Elba shall serve as agent for the Towns in connection with receiving and reviewing invoices from the Consultant and paying such invoices. Elba shall establish a separate bank account ("**Escrow Account**") for purposes of

administering payment pursuant to this Agreement. Elba shall serve as escrow agent for the Towns for purposes of managing the Escrow Account. Elba has elected to have its legal counsel, Knauf Shaw LLP (the “**Escrow Manager**”), serve as escrow agent on behalf of Elba. The Company consents to such election and agrees that the Escrow Manager may manage all aspects of, and perform all duties of Elba with respect to, the escrow arrangement, including creating and/or maintaining the Escrow Account. The Company agrees that required payments to Elba shall be directed to Knauf Shaw LLP, Attn: Dwight Kanyuck, 2600 Innovation Square, 100 South Clinton Avenue, Rochester, New York 140604. The Company further agrees that the Escrow Manager may provide notices directly to the Company on behalf of Elba.

4. The Company shall remit \$25,000 to the Escrow Manager on behalf of Elba within the later to occur of (a) thirty (30) days of the execution of this Agreement or (b) receipt by the Company of written wire payment instructions from the Escrow Manager, which amount shall be deposited into the Escrow Account. Upon receipt of future funding from the Company pursuant to this Agreement, Elba, or the Escrow Manager on behalf of Elba, shall deposit such amounts in the Escrow Account. Elba, or the Escrow Manager on behalf of Elba, shall hold all such funds in escrow, and such funds shall be recorded in a general ledger account or attorney trust account entitled “Cider Solar Compliance Consultants”. The funds held in the Escrow Account shall only be used to pay the professional costs of the Consultant in connection with construction of the Project Facility.
5. If the balance of the Escrow Account falls below \$5,000, Elba, or the Escrow Manager on behalf of Elba, shall notify the Company of the amount remaining in the Escrow Account. Within thirty (30) of receipt of such notice, subject to the Compliance Monitor Fee Cap and the Town Representative Fee Cap, the Company shall remit an additional \$15,000 to the Escrow Manager on behalf of Elba to be deposited in the Escrow Account. In the event the Company fails to remit such replenishment amount within such time period, the Towns may direct the Consultant to cease all work in connection with construction of the Project Facility until such payment is received from the Company.
6. The Company shall have no obligation to remit funding to Elba for the Escrow Account or for payment of professional costs of the Consultant after a cumulative amount of \$145,000 (the “**Combined Fee Ceiling**”) has been remitted to Elba for such purposes. If when the total costs reach \$100,000 for the work of the Consultant (together the “**Work**”), such costs are reasonably anticipated to exceed \$145,000, the Town shall provide to the Company a written description of the remaining Work to be performed and a written, detailed projection of all costs anticipated to be incurred in connection with that remaining Work. In such event, the Company and Elba shall negotiate in good faith to either adjust the scope of Work to stay within the Combined Fee Ceiling or increase the Combined Fee

Ceiling for Fees to be reimbursed by the Company for the remaining Work.

7. The Consultant's invoices will be submitted to the Town Supervisor (**"Supervisor"**) of each of the Towns, as applicable, or Elba on behalf of the Towns. Upon approval of the invoices by the respective Supervisors or Elba on behalf of the Towns, the Supervisor of Elba is authorized and directed to, or cause the Escrow Manager to disburse funds from the Escrow Account to the Consultant. Copies of the Consultant's invoices shall be provided to the Company upon request. Elba, or the Escrow Manager on behalf of Elba, shall provide the Company detailed descriptions of the Work covered by each such invoice upon request.
8. The Company acknowledges that any Consultant retained by the Towns to assist on the matters contemplated in this Agreement works for the Towns and does not have any obligation or fiduciary relationship to the Company.
9. Upon completion of construction of the Project Facility, any monies remaining in the Escrow Account, after payment of all reasonable and outstanding costs, fees and expenses of the Consultant, shall be returned to the Company with thirty (30) days of such completion.
10. Upon request by the Company, no more frequently than once every two months, Elba, or the Escrow Manager on behalf of Elba, shall render an accounting of all monies received and expended in connection with the Escrow Account and an estimate of all costs, fees and expenses to be expended in the next two months.
11. This Agreement shall be governed by and construed under the laws of the State of New York applicable to contracts made and to be performed in such state and without reference to conflicts of law (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
12. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or portable document format (.pdf) copies hereof or signature hereon will, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their respective duly authorized representatives, with the intention that it be effective as of the Effective Date.

TOWN OF ELBA

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF OAKFIELD

By: _____

Name: _____

Title: _____

Date: _____

HECATE ENERGY CIDER SOLAR LLC

By: _____

Name: _____

Title: _____

Date: _____

To: Elba Town Board and Oakfield Town Board:

Grasby Consulting (see attached curriculum vitae) provides this proposal for compliance liaison services as a representative of the Town of Elba and the Town of Oakfield (together, the “Towns”) for the Cider Solar project (“Project”) for Construction Compliance Monitoring tasks and NYS Building and Fire Code compliance certification. These tasks are as follows:

Towns’ Representative, Liaison and Report Review

1. Serve as “Point of Contact” with the Project to facilitate communications between the Project Site Manager and the Towns.
2. As a representative of the Towns, attendance at monthly ORES Compliance/Project meetings held pursuant to Siting Permit Condition 5.4 (d)3 and led by the Company and the Third Party Environmental Compliance Monitor.
3. Monthly attendance at regular board meetings of the Towns to provide Project status updates.
4. Review of the Project’s reports prepared by others, including 2-week look ahead reports, biweekly construction status reports, monthly construction inspection reports, and reports from the Project’s environmental monitor and/or SWPPP Inspection Reports, or related agency correspondence provided upon request.
5. Review of minor changes to the Project’s ORES Siting Permit.

Building and Fire Code Compliance Certification

1. Review of the Project’s building plans by New York State Certified Code Enforcement Officials for those portions of the Project (the “Reviewed Improvements”) subject to State Fire and Building Codes (the “Applicable Codes”). The Reviewed Improvements are limited to construction of foundations for the following: (a) panel racks, if any, (b) inverters and transformers, and (c) substation equipment, to the extent such structures are subject to Applicable Codes.
2. Assisting each Town Code Enforcement Officer (“CEO”) or any of the representatives of the Town CEOs with inspecting the Project’s compliance with Applicable Codes.
3. Certifying compliance with Applicable Codes, which shall be evidenced by the issuance of

Certificate(s) of Completion or Deficiency Notice(s), copies of which will be kept on file in the offices of the Town CEOs.

4. Provision of witness and field testing of Reviewed Improvements relative to compliance with Applicable Codes.

The following conditions are understood to govern the Towns' Representative's involvement in the review of plans for the Reviewed Improvements and construction phases of the Project:

1. Neither the Town nor the Towns' Representative will be responsible for construction means, methods or techniques, or choice of or source of supply for construction or landscaping materials.
2. Neither the Town nor the Towns' Representative will be responsible for construction site safety.
3. The Town and the Towns' Representative shall have no approval authority over the Project work and/or immediate comment participation unless the observation deals with public safety or building code or other compliance issues.
4. The Town and the Towns' Representative shall have no approval authority over the Project's choice of labor or responsibility for monitoring Project labor.
5. The Towns' Representative agrees to work within Project scheduling parameters established by the Project to the maximum extent possible, provided that reasonable advance schedule notification is received, and shall provide adequate staffing to enable review of multiple site and contemporary Reviewed Improvements construction.
6. The Towns' Representative is not an agent for or employee of the Project or an engineer of record for the Project, nor does the work of the Towns' Representative in any way limit the Project's obligation under New York law to use a licensed engineer where required.

Organizational Structure

1. Grasby Consulting will act as the Towns' Representative for the duration of the Project construction.
2. The existing Town CEOs will be designated the part-time position of "Solar Coordinators" by each Town and will assist Grasby Consulting in performing the Towns' Representative's tasks.
3. The Town of Oakfield CEO will be designated the assistant Solar Coordinator for the Town of Elba and the Town of Elba CEO will be designated the assistant Solar Coordinator for the Town of Oakfield. This will enable the Town CEOs to cover code compliance certification efforts in either Town for the Project.

Rates and Estimated Level of Effort

1. Grasby Consulting would be contracted by each Town at a rate of \$165.00 per hour and is estimated to perform an average of 40 hours per month of Town's Representative tasks, depending on the demand from the Project for Compliance Monitor services.
2. The Solar Coordinator positions are part time positions with the respective Towns and the Town will bill at a rate of \$75 per hour for Solar Coordinator services. The Solar Coordinators are estimated to collectively perform an average of 40 hours per month of Compliance Monitor tasks, depending on the demand from the Project for Compliance Monitor services.
3. Grasby Consulting understands that pursuant to Section 3.3(a) of the Host Community Benefit Agreements entered into with the Towns for the Project, Hecate Energy Cider Solar LLC would only be responsible for reimbursement of each Town's costs associated with engaging Grasby Consulting, any Solar Coordinators, and any other compliance, environmental and construction

monitors engaged by the Town for the Project up to a "Fee Cap" of \$40,000 for the entire construction period. Grasby Consulting is mindful that each Town would be responsible for any costs exceeding the Fee Cap and therefore will use best efforts to ensure total costs do not exceed the Fee Cap.

Feel free to contact me with any questions or concerns. Grasbyconsulting70@gmail.com

Shawn T Grasby

Second: Councilman Kabel

Ayes: Carroll, Glor, Kabel

APPROVED UNANIMOUS VOTE (3-0)

Continuing to work on the budget.

An inquiry was made, by Councilperson Glor, regarding the ProSeal bill and when it would appear in the vouchers. The Town Clerk responded that it would be included for review either tomorrow or Thursday. Councilperson Glor stated that she intends to reject the voucher, as the work was completed without prior approval from the board.

Superintendent of Highways Schutlz was asked if it is necessary to seal the blacktop every year, and he stated that he wasn't sure. He was told that the sealer has changed its components, and it is, supposedly, recommended. With that, the Town Clerk was asked to update the 2026 Budget proposal to increase the park contractual line item and buildings contractual line item to accommodate sealing every year.

Continuing to collect dog licenses.

SUPERVISOR

MOTION Councilman Carroll, second Councilman Kabel to approve the supervisor's report as written.

Ayes: Carroll, Glor, Kabel

MOTION CARRIED UNANIMOUS VOTE (3-0)

NEW BUSINESS

The Town Clerk raised the issue that the town needs to implement formal policies, particularly regarding the park's bathrooms. Currently, there is no clear policy in place for opening and closing the facilities during extended rentals, nor is there guidance on whether organizations such as the OBC or Little League should contribute to cleaning costs. At present, highway department men are rotating the responsibilities of opening, closing, and cleaning the bathrooms, which are being paid through the highway fund. The Clerk noted that these expenses should instead be covered by the general fund. The highway men are

also being asked to give up time during their holidays and weekends to perform these duties. While they are being compensated, it is inconvenient for them

Councilperson Glor said that she would be happy to work with the Town Clerk's office to draft a policy for this situation and others if needed.

Adjournment: MOTION Councilman Kabel, second Councilman to adjourn the meeting at 7:05 pm.

Respectfully submitted,

Melissa M. Haacke,
Town Clerk