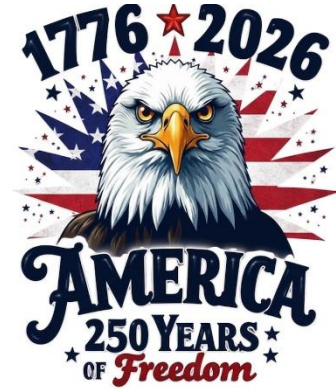


**Town of Sardinia  
Regular Board Meeting  
May 14<sup>th</sup> 2026  
Scheduled Time – 6:30pm**



***TOWN BOARD MEMBERS***

Supervisor Beverly Gambino  
Councilwoman Kathleen Becker  
Councilman Krissy Kittleson  
Councilman Len Hochadel  
Councilman Matt Krist

***Also Present:***

Highway Superintendent Christopher Dabolt  
Town Clerk Jennifer L. Bray  
Approx. \_\_\_\_\_ Guests

Meeting called to order by Supervisor Gambino at \_\_\_\_\_ pm

Roll Call

Pledge of Allegiance

***Approval of Minutes***

1. April 09<sup>th</sup> 2026 Regular Board Meeting

***Approval of Bills***

***Report from Deputy Shane Miller*** - Erie County Law Enforcement Foundation's 2026 Recipient of "Making A Significant Difference in Community Safety" Award

***Old Business/New Business*** - Proposal for Professional Services MRB Group - Town Hall Renovations - Schematic Design - looking for approval

***Contract with Sardinia Historical Society*** - 2026, 2027, and 2028 at \$15,000 each year. Permission for Supervisor to sign contract.

***Approval of Amanda Gentner*** for the part time position of Assessor Clerk at the hourly rate of \$24.00 an hour.

**STANDARD WORK DAY RESOLUTION REQUIRED BY NEW YORK STATE RETIREMENT**

**WHEREAS**, the Town of Sardinia hereby establishes the following as standard work day for its employees and will report days worked to the New York State and Local Employees’ Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

**Standard Work Day – Part Time Emergency Services Coordinator – 6 hours**

**NOW, THEREFORE, BE IT RESOLVED** that The Sardinia Town Board approves these standard work days as required by New York State Retirement System.

**DULY ADOPTED**, this 14<sup>th</sup> day of May, 2026, by the following vote:

Supervisor Gambino	Voted _____
Councilwoman Becker	Voted _____
Councilman Hochadel	Voted _____
Councilwoman Kittleson	Voted _____
Councilman Krist	Voted – Absent

**STANDARD WORKDAY AND REPORTING RESOLUTION FOR ELECTED AND APPOINTED OFFICIALS**

NAME	TITLE	CURRENT TERM	STANDARD WORK DAY	RECORD OF ACTIVITIES	PAY FREQUENCY
Beverly Gambino	Supervisor	01/01/2026 – 12/31/2028	6	20.62	Bi-Weekly
Christopher Dabolt	Highway Superintendent	01/01/2026 – 12/31/2028	8	36.92	Bi-Weekly
Jennifer Bray	Town Clerk	01/01/2026 – 12/31/2028	6	24.74	Bi-Weekly
Matthew Krist	Councilman Town Board	01/01/2026 – 12/31/2022	6	.36	Monthly
Gerard Whittington	Emergency Service Coordinator	01/01/2026 – 12/31/28	6	.50	Monthly

**BE IT RESOLVED**, that the Town of Sardinia, hereby established the above standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities.

**DULY ADOPTED**, this 14<sup>th</sup> day of May, 2026, by the following vote:

Supervisor Gambino	Voted _____
Councilwoman Becker	Voted _____
Councilman Hochadel	Voted _____
Councilwoman Kittleson	Voted _____
Councilman Krist	Voted – Absent

## ESCROW AGREEMENT FOR PAYMENT OF MUNICIPAL EXPENSES

This Agreement, dated \_\_\_\_\_, 2026, is by and between the Town of Sardinia, Erie County, State of New York, a municipal corporation duly organized and existing under the Laws of the State of New York with its principal office located at 12320 Savage Road, Sardinia, NY 14134 (the “Town”), and Sardinia East, LLC, a **New York** Limited Liability Company with its principal place of business at 101 Summer Street, Second Floor, Boston, MA 02110, and Nexamp Solar, LLC, a **New York** Limited Liability Company with its principal place of business at 101 Summer Street, Second Floor, Boston, MA 02110, (the “Applicant”); The Town and the Applicant may sometimes be referred to herein individually, as a “party” and, collectively, as the “parties.”

WHEREAS, Applicant has submitted an application to the Town for site plan approval and related permits for the development of a large-scale battery energy storage project to be located at VL Genesee Road in the Town of Sardinia, and identified on the Erie County Tax Map as Parcel No. 309.00-2-3 (the “Project”); and

WHEREAS, the Applicant has submitted a proposed site plan, an Agricultural Data Statement, and other documents describing the proposed installation; and

WHEREAS, pursuant to Article IX of the New York State Constitution, New York Municipal Home Rule § 10, and Section 115-62F(2)(H) of the Town’s Zoning Code, the Town has the authority to engage professional consultants, including legal counsel and engineering firms (the “Firms”), to assist in the review of the application at the Applicant’s expense; and

WHEREAS, the Town has determined that it requires the assistance of a land use attorney and an engineering consultant to adequately review the application, ensure compliance with local laws, and fulfill its obligations under SEQRA as Lead Agency; and

WHEREAS, Applicant has agreed to enter into this Escrow Agreement to reimburse the Town for its reasonable and necessary out-of-pocket expenses incurred in connection with the review of the Project.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Town and Applicant agree as follows:

1. The Applicant shall reimburse all of the Town’s reasonable and necessary legal, engineering, and consultation fees, costs, and expenses incurred in connection with the review of the Project. This includes all services required to process the application, review the project for compliance with the Town’s Zoning code and Battery Energy Storage Systems Law (Local Law No. 2 of 2021), and complete the SEQRA process. Applicant shall not be required to reimburse the Town for any legal fees associated with litigation arising in connection with the Town’s review process.

2. The Applicant shall reimburse all of the Town's reasonable administrative expenses, including but not limited to publication fees, paper and printing costs, collation and binding costs, transcription costs, etc., incurred in connection with the review of the Project, upon the Town having given fifteen (15) days' notice and opportunity to the Applicant to remedy the reason for which such administrative expense is to be incurred, if the ability to remedy is applicable. Nothing herein shall be construed to exempt the Applicant from the submission of a complete application which is compiled, collated, tabbed, bound, and in a format easily reviewed by the Town's Officials, experts, and consultants.
3. The Town shall designate its consultants and provide the Applicant with a copy of any retainer agreement or engagement letter, at the Applicant's request. The Town has retained DiMATTEO ROACH & KELLY, ATTORNEYS AT LAW as legal counsel and \_\_\_\_\_ as the consulting engineer. Applicant agrees that these firms possess the technical capabilities to provide the necessary services.
4. The Town may retain additional experts as necessary, upon advance written notice to Applicant. The notice shall specify the Firm or Firms which the Town wishes to retain, the Firm or Firms' expertise, and the Firm or Firms' billing rates. Applicant shall have fifteen (15) days after the receipt of such notice to advise the Town in writing of any objection to the retention of the additional Firm or Firms. If Applicant raises an objection, the parties agree to meet to discuss a resolution within ten (10) days of the Town's receipt of the notice of objection.
5. Within ten (10) business days of execution of this Agreement, Applicant shall deposit the sum of thirty-five thousand dollars (\$35,000.00) with the Town Clerk, to be held in an interest-bearing escrow account maintained by the Town (the "Fee Escrow Account"), with interest accruing to the Applicant's benefit. These funds shall be used exclusively to pay the Town's legal, engineering, and consultant fees incurred in connection with the review of the Project.
6. Invoices for engineering services, legal services, and administrative expenses will be submitted to the Town Board, which will review the invoices on a monthly basis. Upon approval by the Town Board, the Town Clerk will thereafter be directed to disburse funds from the Fee Escrow Account to pay the invoices. Copies of all invoices shall be provided prior to approval by the Town Board to Applicant through Applicant's designated attorney(s), except for any privileged portions of legal billings. Applicant shall have the right to review all invoices submitted by the Town's consultants, subject to the Town's right to redact any privileged, attorney-client, proprietary, or otherwise confidential materials, and shall notify the Town of any objections to the same within fifteen (15) days of receipt of the subject invoices from the Town. If Applicant raises an objection, the parties agree to meet to discuss a resolution within ten (10) days of the Town's receipt of the notice of objection.

7. The Town shall provide monthly Fee Escrow Account Statements to Applicant, together with an itemized accounting of monies disbursed from the Fee Escrow Account, if applicable. In no event shall Applicant allow the balance of the Fee Escrow Account to fall below the sum of fifteen thousand dollars (\$15,000.00). In the event that such balance falls below fifteen thousand dollars (\$15,000.00), the Town shall immediately notify Applicant in writing of the amount of the deficiency, and Applicant shall replenish the balance of the Fee Escrow Account to a minimum of \$20,000.00 within fifteen (15) days of receipt of the Town's notice.
8. In no event is the Applicant required to reimburse the Town for fees paid to professional consultants in an amount greater than fifty thousand dollars (\$50,000.00) unless otherwise agreed to by amendment to this agreement. The Applicant may terminate this agreement upon receipt by the Town of ten (10) days written notice. Upon such termination, the Applicant shall no longer be responsible for costs related thereto and any remaining funds, minus any outstanding costs, fees or expenses incurred by the Town up to ten (10) days subsequent to the date of receipt of the notice of termination will be returned to the Applicant.
9. Applicant shall immediately notify the Town in writing of any material changes to the Project, including but not limited to the scope, location, or ownership structure. The Town reserves the right to require additional review and associated fees for such changes.
10. The consultants retained by the Town shall have no fiduciary duty to the Applicant and shall act solely in the interest of the Town in reviewing the Project application.
11. The services covered by this Agreement shall include those necessary for the Town's review of the Project application and SEQRA compliance. The rates charged by the Town's consultants shall be consistent with customary rates for similar services within the region.
12. Compliance with the terms of this Agreement shall be a condition of any approval issued by the Town to the Applicant related to the Project.
13. Execution of this Agreement does not constitute or imply approval of the Applicant's Project. The Town reserves the right to deny or conditionally approve the Project in accordance with applicable laws, regulations, and its local laws and ordinances.
14. The Town reserves the right to amend its zoning laws, policies, or procedures during the pendency of the Project review, and Applicant shall comply with any such amendments.

15. Upon completion of the Town's review of the Project and final payment of all outstanding consultant fees, any remaining balance in the escrow account shall be returned to the Applicant.
16. At the Applicant's request, the Town shall provide a written accounting of all funds received and disbursed from the escrow account.
17. Applicant may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Town. Any unauthorized assignment shall be void.
18. Any notices contemplated hereunder shall be given in writing and delivered to the parties by first class mail, postage prepaid, at the addresses as set forth hereafter:

i. Notices to the Town:

Town of Sardinia  
Attn: Supervisor  
12320 Savage Road  
Sardinia, New York 14134

With a Copy to:

DiMatteo Roach & Kelly  
Attn: Elijah H. McWhinney, Esq.  
87 North Main St.  
P.O. Box 190  
Warsaw, New York 14569

ii. Notices to the Applicant:

Sardinia East, LLC  
c/o Nexamp, LLC  
101 Summer Street, 2<sup>nd</sup> Floor  
Boston, Massachusetts 02110

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. In the event of a dispute arising out of or relating to this Agreement, including regarding the reasonableness of any fees or charges, or the establishment, administration, or replenishment of the escrow account, the parties shall submit said

dispute to alternative dispute resolution in the form of non-binding mediation before a mutually agreed-upon mediator. In the event that either party determines to proceed with resolution of the dispute through judicial intervention, this agreement to submit disputes to mediation will not be used against any party in the judicial forum.

20. Any claims, causes of action, disputes, or controversies arising out of or relating to this Agreement that cannot be resolved through mediation shall be litigated exclusively in the Supreme Court of the State of New York, County of Erie. The parties hereby consent to the personal jurisdiction of such court and waive any objections based on improper venue or forum non conveniens.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
22. If any provision of this Agreement is found to be invalid or unenforceable, the scope of such provision shall be reduced to the extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.
23. This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind. Any amendment or modification of, or waiver under, this Agreement shall be in writing and acknowledged by the Parties.
24. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other (or further) exercise thereof.
25. When several counterparts of this Agreement have been executed, all counterparts shall constitute one and the same instrument.

**DULY ADOPTED**, this 14<sup>th</sup> day of May, 2026, by the following vote:

Supervisor Gambino	Voted _____
Councilwoman Becker	Voted _____
Councilman Hochadel	Voted _____
Councilwoman Kittleson	Voted _____
Councilman Krist	Voted – Absent

**TOWN OF SARDINIA  
RESOLUTION TO ISSUE REQUEST FOR PROPOSALS FOR  
ENGINEERING SERVICES REGARDING  
SARDINIA EAST, LLC BATTERY STORAGE ENERGY SYSTEM APPLICATION**

Adopted: May 14, 2026

**WHEREAS**, the Town Board of the Town of Sardinia met at a regular board meeting at the Town Hall located at 12320 Savage Road in the Town of Sardinia, New York on the 14th day of May, 2026, commencing at 6:30 P.M., and

**WHEREAS**, all Board Members, having due notice of said meeting, and that pursuant to Article 7, §104 of the Public Officers Law, said meeting was open to the general public and due and proper notice of the time and place whereof was given as required by law; and

**WHEREAS**, the Town of Sardinia received an application for a new battery storage project from Sardina East, LLC c/o Nexamp Solar to be located at VL Genesee Road, Sardina, New York, parcel identified as Tax ID No. 309.00-2-3; and

**WHEREAS**, recognizing the complexity that comes with the review of such applications, the Town feels it is necessary to engage the services of an engineer familiar with the technical language of battery storage siting regulations who will be able to advise the Town on compliance of this application with the Town's regulations; and

**WHEREAS**, per Section 115-63(F)(2)(h) ("Application Fees") of the Town Code of The Town of Sardinia, the Town shall require the applicant to enter into an escrow agreement in order to cover all engineering costs required to review such application; and

**WHEREAS**, the Town specifically desires for such engineer to review application materials, with comments to be provided on such application materials, to teleconference and video-conference as needed with the Town and the Town's specialists to discuss the application and specific regulations, and to attend Town Board and / or Planning Board meetings as necessary to discuss the law with the Board and with residents in the case of a public hearing; and

**WHEREAS**, the Town of Sardinia now desires to enlist the services of an appropriately qualified engineer to assist with the review of the aforementioned application; and

**WHEREAS**, the Town of Sardinia further desires to send out a Request for Proposals to the following engineering firms to request sealed bids for engineering services regarding battery storage regulations:

- i. Clark Patterson Lee
- ii. Colliers Engineering & Design
- iii. Labella Associates

- iv. MRB Group
  - v. Nussbaumer and Clarke, Inc.
  - vi. Wendel
- ; and

**WHEREAS**, the Town Board of the Town of Sardinia further desires to enlist the services of the Town Attorneys, DiMatteo Roach & Kelly, Attorneys at Law, to assist with the process of drafting and sending out such Requests for Proposals; and

**NOW ON MOTION OF** \_\_\_\_\_ which has been duly seconded by \_\_\_\_\_, be it

**RESOLVED**, that the Town of Sardinia shall send out Requests for Proposals to the following engineering firms to request sealed bids for engineering services regarding the application for a new battery storage project from Sardina East, LLC c/o Nexamp Solar to be located at VL Genesee Road, Sardina, New York, parcel identified as Tax ID No. 309.00-2-3:

- i. Clark Patterson Lee
  - ii. Colliers Engineering & Design
  - iii. Labella Associates
  - iv. MRB Group
  - v. Nussbaumer and Clarke, Inc.
  - vi. Wendel
- ; and be it further

**RESOLVED**, that the Town of Sardinia hereby authorizes the Town Attorney, DiMatteo Roach & Kelly, Attorneys at Law, to draft and send the Requests for Proposals to the aforesaid companies.

**DULY ADOPTED**, this 14<sup>th</sup> day of May, 2026, by the following vote:

Supervisor Gambino	Voted _____
Councilwoman Becker	Voted _____
Councilman Hochadel	Voted _____
Councilwoman Kittleson	Voted _____
Councilman Krist	Voted – Absent

**Executive Session**

**Adjournment**