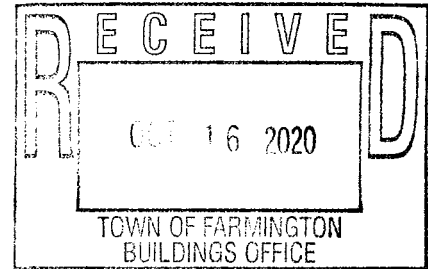




**BRENNA BOYCE**  
ATTORNEYS AT LAW

August 20, 2020

Mr. Daniel Compitello  
Project Developer  
Delaware River Solar, LLC  
130 North Winton Road #415  
Rochester, NY 14610



Re: DRS Lease Agreement with Smiths

Dear Mr. Compitello:

Thank you for your email yesterday setting out DRS's position on this issue. As you are aware, the Planning Board is close to completing consideration of your company's application for a special use permit on part of the Smiths' property at 466 Yellow Mills Road, Palmyra, New York, but an issue has arisen about how the Planning Board is to make a certain finding as part of its deliberative process.

As your email noted, the Farmington Town Code requires the Planning Board to make a finding describing "any agreement regarding decommissioning between the responsible party and the landowner." TC § 165-65.3[H][6][c]. If DRS's lease agreement with the Smiths does not contain any provisions relating to decommissioning, then the lease agreement is not relevant to the Planning Board's duty to make all required findings in accordance with the Town Code, and please so advise us. However, if the lease agreement does contain provisions relating to decommissioning, such as indemnification for such costs, then the Planning Board has to have access to the lease agreement sufficient to make the requisite finding. Disclosure to counsel is helpful, but not sufficient for the Planning Board to make its necessary finding for the public record. We can understand that there may be sensitive information contained in the lease agreement that you and the Smiths would strongly prefer to remain nonpublic. Nevertheless, the Planning Board must have sufficient information about the lease agreement decommissioning provisions to make the required finding. One way to address this issue is to provide the Planning Board with a redacted version of the lease agreement that protects confidential information about the deal between property owners and developer, but still contains enough information about the decommissioning provisions so that the Planning Board may still carry out its duty to provide "a description" of the lease agreement as it relates to decommissioning issues. The Planning Board has some discretion about the level of detail to be contained in its "description" of the agreement regarding decommissioning and does not necessarily need to describe all aspects of the lease agreement in order to discharge its duty under the Town Code.

Brenna Boyce PLLC  
31 East Main Street  
Suite 2000  
Rochester, New York 14614

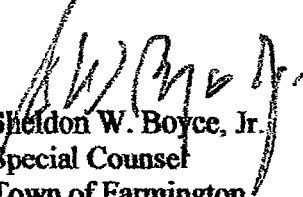
tel: (585) 454-2000

fax: (585) 454-3010

[brennalaw.com](http://brennalaw.com)

Please consider providing a full copy of the lease agreement for review by counsel, with a redacted version for submission to the Planning Board so that consideration of your company's special use permit application may proceed to completion.

Sincerely,



Sheldon W. Boyce, Jr.  
Special Counsel  
Town of Farmington

cc: Ronald Brand  
Town of Farmington