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TOWN OF VETERAN  
LOCAL LAW NO. 1 OF THE YEAR 2026  
A LOCAL LAW TO REGULATE SOLAR ENERGY SYSTEMS  
IN THE TOWN OF VETERAN, NEW YORK

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Be it enacted by the Town Board of the Town of Veteran (the "**Town Board**") as follows:

**1. Authority**

This Solar Energy Local Law is adopted pursuant to Sections 261-263 of the Town Law and Section 20 of the Municipal Home Rule Law of the State of New York, which authorize the Town of Veteran to adopt zoning provisions that advance and protect the health, safety and welfare of the community, and, in accordance with the Town Law of New York State, "to make provision for, so far as conditions may permit, the accommodation of Solar Energy Systems and equipment and access to sunlight necessary therefor."

**2. Statement of Purpose**

This Solar Energy Local Law is adopted to advance and protect the public health, safety, and welfare of the Town of Veteran by creating regulations for the installation and use of solar energy generating systems and equipment, with the following objectives:

- A. To take advantage of a renewable energy resource.
- B. To minimize the impact of Solar Energy Systems on environmental resources such as important agricultural lands, forests, wildlife, and other protected resources, and depreciated property values and deteriorated community character.
- C. To allow residents, farms, businesses, and government to benefit from an energy resource in a manner that is consistent with the character of the Town and its planning objectives.
- D. To protect against potentially adverse impacts to the Town's landscape.
- E. To identify and minimize safety hazards.
- F. To protect against adverse environmental and aesthetic impacts.
- G. To facilitate synergy between the solar industry and the goals of the Town of Veteran pursuant to its Comprehensive Plan.

**3. Definitions**

As used in this Local Law to Regulate Solar Energy Systems in the Town of Veteran, the following terms shall have the meanings indicated:

**ACTIVE AGRICULTURAL LAND:** Land used for a Farm Operation in accordance with Agriculture and Markets Law § 301 – uses of which include production of crops, livestock, and livestock products – within the past five years.

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**BATTERY ENERGY STORAGE SYSTEM:** One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time (See Town of Veteran Local Law: Battery Energy Storage System Law).

**BUILDING-INTEGRATED SOLAR ENERGY SYSTEM:** A combination of Solar Panels and Solar Energy Equipment integrated into any building envelope system such as vertical facades, semitransparent skylight systems, roofing materials, or shading over windows, which produce electricity for onsite consumption.

**FACILITY AREA:** The cumulative land area occupied during the commercial operation of the solar energy generating facility. This shall include all areas and equipment within the facility's perimeter boundary – including the solar energy system, onsite interconnection equipment, onsite electrical energy storage equipment, and any other associated equipment – as well as any site improvements beyond the facility's perimeter boundary such as access roads, permanent parking areas, or other permanent improvements. The facility area shall not include site improvements established for impact mitigation purposes, including but not limited to vegetative buffers and landscaping features.

**FARM OPERATION:** Land and on-farm buildings, equipment, facilities, and practices which contribute to the production, preparation, and marketing of crops, livestock, and livestock products as a commercial enterprise (in accordance with Agriculture & Markets Law § 301[11]).

**GLARE:** The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.

**GROUND-MOUNTED SOLAR ENERGY SYSTEM:** A Solar Energy System which is secured to the ground via a pole, ballast system, or other mounting system; is detached from any other structure; and which generates electricity for onsite or offsite consumption.

**KILOWATT (kW):** A unit of power equal to 1,000 watts. The nameplate capacity of residential and commercial solar energy systems may be described in terms of kW.

**MEGAWATT (MW):** A unit of power equal to 1,000 kW. The nameplate capacity of larger solar energy systems may be described in terms of MW.

**MINERAL SOIL GROUPS 1-4 (MSG 1-4):** Soils recognized by the New York State (NYS) Department of Agriculture and Markets as having the highest value based on soil productivity and capability, in accordance with the uniform statewide land classification system developed for the NYS Agricultural Assessment Program.

**NAMEPLATE CAPACITY:** A solar energy system's maximum electric power output under optimal operating conditions. Nameplate Capacity may be expressed in terms of Alternating Current (AC) or Direct Current (DC).

**NATIVE PERENNIAL VEGETATION:** Native wildflowers, forbs, and grasses that serve as habitat, forage, and migratory way stations for Pollinators and shall not include any prohibited or regulated invasive species as determined by the NYS Department of Environmental Conservation.



**ON-FARM SOLAR ENERGY SYSTEM:** A Solar Energy System located on a farm which is a "farm operation" (as defined by Article 25-AA of the Agriculture and Markets Law, which may include one or multiple contiguous or non-contiguous parcels) in an agricultural district, which is designed, installed, and operated so that the anticipated annual total amounts of electrical energy generated do not exceed more than 110 percent of the anticipated annual total electrical energy consumed by the farm operation.

**POLLINATOR:** Bees, birds, bats, and other insects or wildlife that pollinate flowering plants, and includes both wild and managed insects.

**ROOF-MOUNTED SOLAR ENERGY SYSTEM:** A Solar Energy System located on the roof of any legally permitted building or structure that produces electricity for onsite or offsite consumption.

**SOLAR ACCESS:** Space open to the sun and clear of overhangs or shade to permit the use of active or passive Solar Energy Systems on individual properties.

**SOLAR ENERGY EQUIPMENT:** Electrical material, hardware, inverters, conduit, or other electrical and photovoltaic equipment associated with the production of electricity.

**SOLAR ENERGY SYSTEM:** The components and subsystems required to convert solar energy into electric energy suitable for use. The term includes, but is not limited to, Solar Panels and Solar Energy Equipment. A Solar Energy System is classified as a Tier 1, Tier 2, Tier 3, or Tier 4 Solar Energy System as follows.

A. Tier 1 Solar Energy Systems include the following systems:

- 1) Roof-Mounted Solar Energy Systems.
- 2) Building-Integrated Solar Energy Systems.
- 3) Ground-Mounted Solar Energy Systems with a surface area of up to 4,000 square feet.

B. Tier 2 Solar Energy Systems include the following:

- 1) Ground-Mounted Solar Energy Systems not included under Tier 1 Solar Energy Systems with a Facility Area of up to 8 acres in size and which generate up to 110% of the electricity consumed on the site over the previous 12 months.

C. Tier 3 Solar Energy Systems are Ground-Mounted Solar Energy Systems not included under Tier 1 or Tier 2 Solar Energy Systems which are constrained by all the following:

- 1) Nameplate Capacity of up to 5 MW AC
- 2) Facility Area of up to 40 acres in size.

D. Tier 4 Solar Energy Systems are Solar Energy Systems which are not included under Tier 1, Tier 2, or Tier 3 Solar Energy Systems.



SOLAR PANEL: A photovoltaic device capable of collecting and converting solar energy into electricity.

#### 4. Applicability

A. The requirements of this Local Law shall apply to all Solar Energy Systems permitted, installed, or modified in the Town of Veteran after the effective date of this Local Law, excluding general maintenance and repair.

B. This Local Law shall apply to all applications pending before the Planning Board, so long as a Special Use Permit has not been approved prior to the effective date of this Local Law.

#### 5. General Requirements

A. A Building permit shall be required for the installation of all Solar Energy Systems in accordance with the laws herein, and in accordance with the Town of Veteran Zoning Law.

B. Prior to the issuance of the building permit or final approval by the Planning Board, all construction and site plan documents must be signed and stamped by a NYS Licensed Professional Engineer or NYS Registered Architect.

C. All Tier 2, Tier 3, and Tier 4 Solar Energy Systems shall be designed and operated in consultation with the fire protection agencies serving the Town. Applicants shall coordinate with the appropriate fire departments to ensure adequate site access, emergency response planning, and system safety. Applicants shall provide basic emergency documentation and offer training or orientation to responding agencies prior to system activation. Proof of coordination shall be submitted with the application.

D. Issuance of permits and approvals by the Planning Board shall include review pursuant to the State Environmental Quality Review Act (ECL Article 8 and its implementing regulations at 6 NYCRR Part 617 ("SEQRA")).

E. All Solar Energy Systems shall be designed, erected, and installed in accordance with all applicable codes, regulations, and industry standards as referenced in the NYS Uniform Fire Prevention and Building Code ("Uniform Code"), the NYS Energy Conservation Code ("Energy Code"), and the Town of Veteran Code.

F. For Solar Energy Systems subject to site plan review and Special Use Permits, the Town of Veteran shall require the applicant to pay the Town for professional services in connection with the Project pursuant to of the Town of Veteran's Local Law 1 of 2010, "A Local Law Pertaining to Professional Services Reimbursement."

#### 6. Permitting Requirements for Tier 1 Solar Energy Systems

All Tier 1 Solar Energy Systems shall be permitted in all zoning districts and shall be exempt from site plan review under the local zoning code or other land use regulation, subject to the following conditions for each type of Solar Energy Systems:

A. Roof Mounted Solar Systems



1) Roof-Mounted Solar Energy Systems shall incorporate, when feasible, the following design requirements (exceptions may be approved by the Code Enforcement Officer):

- i. Solar Panels on pitched roofs shall be mounted with a maximum distance of 8 inches between the roof surface the highest edge of the system.
- ii. Solar Panels on pitched roofs shall be installed parallel to the roof surface on which they are mounted or attached.
- iii. Solar Panels on pitched roofs shall not extend higher than the highest point of the roof surface on which they are mounted or attached.
- iv. Solar Panels on flat roofs shall not extend above the top of the surrounding parapet, or more than 24 inches above the flat surface of the roof, whichever is higher.

2) Glare. All Solar Panels shall have anti-reflective coating(s).

3) Height. All Roof-Mounted Solar Energy Systems shall be subject to the maximum height regulations specified for principal and accessory buildings within the underlying zoning district.

#### B. Building-Integrated Solar Energy Systems

1) Building-Integrated Solar Energy Systems shall be shown on the plans submitted for the building permit application pursuant to the Town of Veteran Zoning Law for the building containing the system.

#### C. Ground-Mounted Solar Energy Systems

1) Glare. All Solar Panels shall have anti-reflective coating(s).

2) Setbacks.

- i. All Ground-Mounted Tier 1 Solar Energy Systems shall comply with the accessory structure setback requirements as specified in Article 12 (Development Guidelines), Section 12.5 (Accessory Buildings and Uses), Paragraph B (Location of Accessory Uses) of the Town of Veteran Zoning Law for the zoning district in which the property is located.

3) Height. Tier 1 Solar Energy Systems shall be subject to the height limitations specified for accessory structures within the underlying zoning district.

4) Lot Size. Tier 1 Solar Energy Systems shall comply with the existing lot size requirement specified for accessory structures within the underlying zoning district.

5) Lot coverage. Tier 1 Solar Energy Systems are exempt from the lot coverage requirements in the underlying zoning district.

6) Screening and Visibility.

- i. All Tier 1 Solar Energy Systems shall be screened from view from adjacent properties using one or more of the following methods: (a) evergreen vegetation

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of at least 8-10 feet in height at maturity, (b) solid fencing of at least 8 feet in height, or (c) architectural features that blend with the primary structure and provide visual screening equivalent to an 8-foot barrier.

ii. Solar Energy Equipment shall be located in a manner to avoid and minimize blockage of views from surrounding properties and shading of property to the north, while still providing adequate Solar Access.

iii. All Ground-Mounted Tier 1 Solar Energy Systems shall maintain a green buffer to mitigate visual impacts on adjacent properties.

## **7. Permitting Requirements for Tier 2 Solar Energy Systems**

All Tier 2 Ground-Mounted Solar Energy Systems shall be permitted in all zoning districts as accessory structures pursuant to Article 10, Sections 10.4 – 10.5 of the Town of Veteran Zoning Law, and shall be subject to site plan approval in accordance with Article 11 of the Town of Veteran Zoning Law. Tier 2 Solar Energy Systems shall also adhere to the standards and requirements established for Tier 1 Ground-Mounted Systems in Section 6(C) herein, in addition to (or in some cases amended by) the following requirements:

A. Application & Site Plan Review Requirements. Applications for Tier 2 Solar Energy Systems, including materials for site plan review, shall include the following:

- 1) Name, address, and contact information of proposed or potential system installer and the owner and operator of the Solar Energy System. Such information of the final system installer shall be submitted prior to the issuance of building permit pursuant to the Town of Veteran Zoning Law.
- 2) Name, address, contact information, and signature of the project applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the Solar Energy System.
- 3) Nameplate Capacity of the Solar Energy System (as expressed in kW or MW).
- 4) Zoning district designation for the parcel(s) of land comprising the Facility Area.
- 5) Property lines and physical features, including roads, for the project site.
- 6) Adjacent land uses on contiguous parcels within a quarter (1/4) mile radius of the site boundary.
- 7) Proposed changes to the landscape of the site, including site grading, vegetation clearing and planting, the removal of any large trees, access roads, exterior lighting, signage, fencing, landscaping, and screening vegetation or structures.
- 8) A one- or three-line electrical diagram detailing the entire Solar Energy System layout, including the number of Solar Panels in each ground mount array, solar collector installation, associated components, inverters, electrical interconnection methods, and utility meter, with all National Electrical Code compliant disconnects and overcurrent devices. The diagram should describe the location and layout of all Battery Energy



Storage System components if applicable and should include applicable setback and other bulk and area standards.

9) A preliminary equipment specification sheet, including the manufacturer, that documents all proposed Solar Panels, system components, mounting systems, racking system details, and inverters that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of building permit pursuant to the Town of Veteran Zoning Law.

10) A detailed Operations and Maintenance Plan outlining scheduled maintenance, emergency procedures, and responsible parties for system upkeep. The plan should include contact information for the system operator and a timeline for system inspections.

11) Documentation identifying the specific point of interconnection with the electrical grid, including relevant diagrams and written descriptions of connection methods, equipment specifications, and coordination with the utility provider.

B. Special Use Permit Standards. The Planning Board may issue a Special Use Permit for a Tier 2 Solar Energy System only after adhering to all requirements set forth in Article 10, Sections 10.4 – 10.5 of the Town of Veteran Zoning Law, and if all the following standards and conditions have been satisfied:

1) Vehicular Paths. Vehicular paths within the Facility Area shall be designed in compliance with Uniform Code requirements to ensure emergency access, while minimizing the extent of impervious materials and soil compaction.

2) Signage.

i. No signage or graphic content shall be displayed on the Solar Energy Systems except the manufacturer's name, equipment specification information, safety information, and 24-hour emergency contact information. Said information shall be depicted within an area no more than 8 square feet.

ii. As required by National Electric Code (NEC), disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

3) Glare. All Solar Panels shall have anti-reflective coating(s).

4) Lighting. Lighting of the Solar Energy Systems shall be limited to that minimally required for safety and operational purposes and shall be shielded and downcast from abutting properties.

5) Multiple lots. Installation on multiple lots is prohibited.

6) Lot size. The property on which the Tier 2 Solar Energy System is placed shall meet the lot size requirements of the underlying zoning district.

7) Setbacks. The Tier 2 Solar Energy Systems shall comply with the setback requirements of the underlying zoning district for principal structures. Fencing, collection lines, access

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roads and landscaping may occur within the setback. In addition, all Tier 2 Solar Energy Facilities shall maintain a 250-foot setback from property lines or the boundary of the Conservation Overlay District, whichever is greater.

8) Height. The Tier 2 Solar Energy Systems shall comply with the building height limitations for principal structures of the underlying zoning district. This height requirement can be waived by the Planning Board if the panels are being raised to accommodate continued or new agricultural purposes.

9) Lot coverage. Tier 2 Solar Energy Systems must comply with the lot coverage requirements in the underlying zoning district.

10) Fencing Requirements. All mechanical equipment, including any structure for Battery Energy Storage System components, shall be enclosed by a 7-foot-high fence, as required by NEC, with a self-locking gate to prevent unauthorized access.

11) Screening and Visibility.

i. Solar Energy Systems shall have views minimized from adjacent properties to the extent reasonably practicable using architectural features, earth berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area.

12) Environmental Resources

i. Tree-cutting. Removal of existing trees larger than 6 inches in diameter should be minimized to the extent possible.

ii. To the extent practicable, Tier 2 Solar Energy System Owners shall utilize and maintain native perennial vegetation to provide foraging habitat for pollinators in all appropriate areas within the Facility Area.

iii. Use integrated pest management practices to refrain from/limit pesticide use (including herbicides) for long term operation and site maintenance.

C. Ownership Changes. If the owner of the property changes, the Special Use Permit shall remain in effect. A new owner or operator of the Solar Energy System shall notify the zoning code enforcement officer of such change in ownership or operator within 30 days of the ownership change.

## **8. Permitting Requirements for Tier 3 Solar Energy Systems**

All Tier 3 Solar Energy Systems are permitted through the issuance of a Special Use Permit pursuant to Article 10, Section 10.4 – 10.5 of the Town of Veteran Zoning Law, and subject to site plan application requirements in accordance with Article 11 of the Town of Veteran Zoning Law, and as set forth in this Section.

A. Applications for the installation of Tier 3 Solar Energy System shall be:

1) Reviewed by the Code Enforcement Officer for completeness. Applicants shall be advised within 30 days of the completeness of their application or any deficiencies that must be addressed prior to substantive review.

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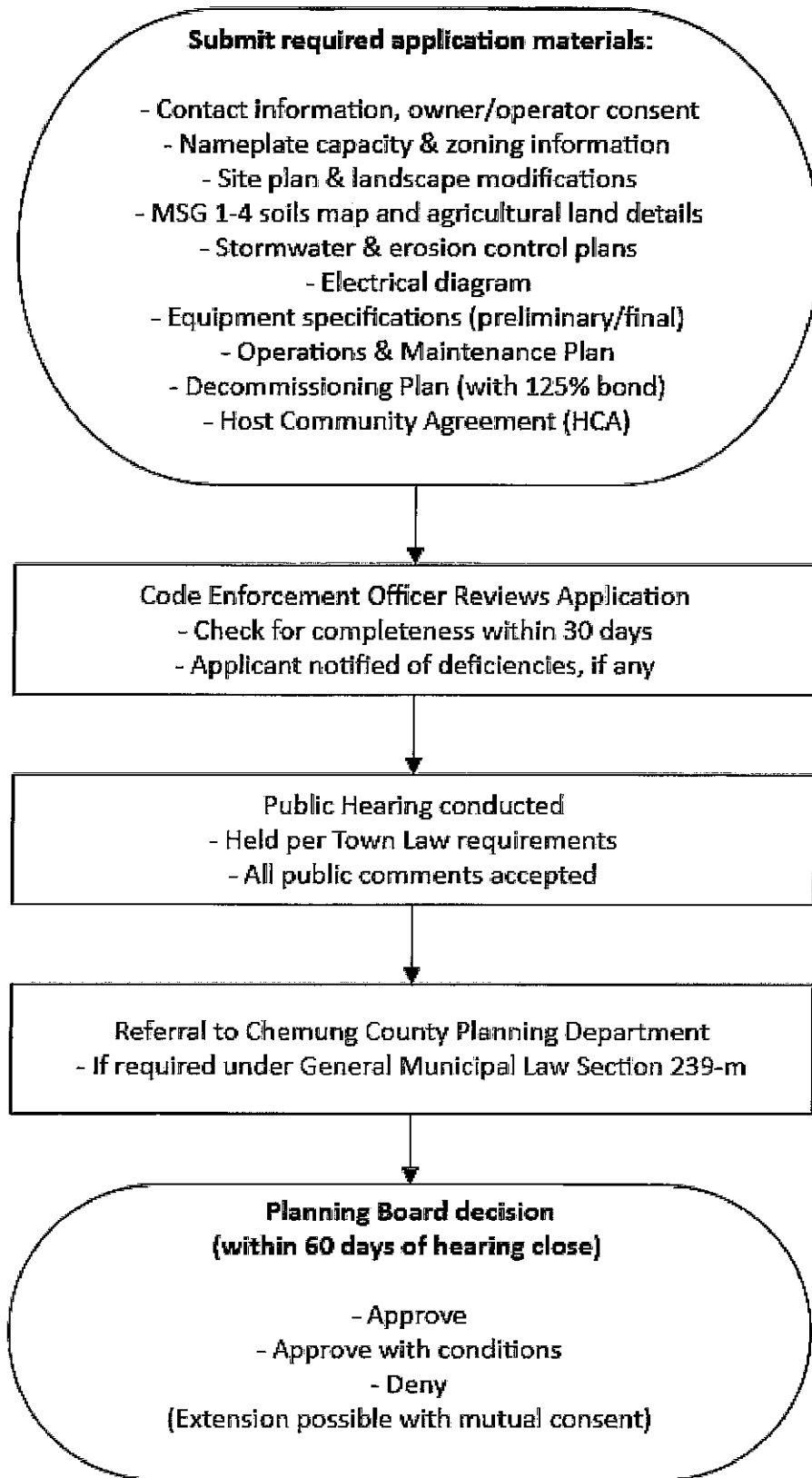
2) Subject to a public hearing to hear all comments for and against the application. This hearing shall be in compliance with all existing public hearing requirements established under law by the Town of Veteran.

3) Referred to the Chemung County Planning Department pursuant to General Municipal Law § 239-m, if required.

4) Upon closing of the public hearing, the Planning Board shall take action on the application within 60-days of the public hearing, which can include approval, approval with conditions, or denial. The 60-day period may be extended upon consent by both the Town Planning Board and applicant.



5) Process Flow Chart:



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**B. Application & Site Plan Review Requirements. Applications for Tier 3 Solar Energy Systems, including materials for site plan review, shall include the following:**

- 1) Name, address, and contact information of proposed or potential system installer and the owner and/or operator of the Solar Energy System. Such information of the final system installer shall be submitted prior to the issuance of building permit pursuant to the Town of Veteran Zoning Law.
- 2) Name, address, contact information, and signature of the project applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the Solar Energy System.
- 3) Nameplate Capacity of the Solar Energy System (as expressed in MW).
- 4) Zoning district designation for the parcel(s) of land comprising the Facility Area.
- 5) Property lines and physical features, including roads, for the project site.
- 6) Map(s) of MSG 1-4 soils and Active Agriculture Lands on the parcel(s) comprising the Facility Area and adjacent parcels.
- 7) Adjacent land uses on contiguous parcels within a one-mile radius of the site boundary.
- 8) Proposed changes to the landscape of the site, including site grading, vegetation clearing and planting, the removal of any large trees, access roads, exterior lighting, signage, fencing, landscaping, and screening vegetation or structures.
- 9) Erosion and sediment control and storm water management plans prepared to NYS Department of Environmental Conservation standard.
- 10) A one- or three-line electrical diagram detailing the entire Solar Energy System layout, including the number of Solar Panels in each ground mount array, solar collector installation, associated components, inverters, electrical interconnection methods, and utility meter, with all National Electrical Code compliant disconnects and over current devices. The diagram should describe the location and layout of all Battery Energy Storage System components if applicable and should include applicable setback and other bulk and area standards.
- 11) A preliminary equipment specification sheet that documents all proposed Solar Panels, system components, mounting systems, racking system details, and inverters that are to be installed. A final equipment specification sheet, including manufacturer, model numbers, and country of origin shall be submitted prior to the issuance of a building permit pursuant to the Town of Veteran Zoning Law.
- 12) A Property Operation and Maintenance Plan that describes:
  - i. Continuing site maintenance, anticipated dual-use, and property upkeep, such as mowing, trimming, removal of debris, and snow.
  - ii. If applicable, plans for dual-use on the site, including the crops that will be produced and a project-specific strategic grazing management plan of 3-to-7-year duration for the class(es) of livestock intended for the solar project.

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iii. If applicable, a grazing management plan that addresses herd size, forage availability, time of year, acreage to be grazed, weather conditions, and producer requirements.

iv. Restrictions Descriptions on the use of fertilizer or herbicide for long-term operation and site maintenance.

v. Scheduled upkeep of screening vegetation planted as part of the screening and visual impact mitigation plan.

13) A Decommissioning Plan, as exclusively provided in Attachment 1 – Town of Veteran Solar Energy System Decommissioning Agreement (the "Decommissioning Agreement"), which is attached hereto and incorporated herein. The Applicant shall fully complete, and the owner and/or operator shall duly execute, the Decommissioning Agreement without amendment, modification, or revision, except to the extent where expressly permitted therein. Notwithstanding the foregoing, the Town Board of the Town of Veteran reserves the right, in its sole and exclusive discretion, to revise, amend, or otherwise modify the terms and conditions of the Decommissioning Agreement on a case-by-case basis to address the needs and interests of the Town of Veteran. The Decommissioning Agreement shall address the following:

i. The time required to decommission and remove the Solar Energy System and any ancillary structures.

ii. The time required to repair any damage caused to the property by the installation and removal of the Solar Energy System.

iii. The cost of decommissioning and removing the Solar Energy System, as well as all necessary site remediation or restoration.

iv. The provision of a decommissioning security which shall adhere to the following requirements:

a) The deposit, executions, or filing with the Town of Veteran Clerk of cash, bond, or other form of security reasonably acceptable to the Town of Veteran attorney in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restorations of the site subsequent to the removal.

b) The amount of the bond or security shall be 125% of the cost of removal and site restoration for the Tier 3 Solar Energy System and shall be revisited every 5 years and updated as needed to reflect any changes (due to inflation or other cost changes).

c) In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The cash deposit, bond, or security shall



remain in full force and effect until restoration of the property as set forth in the decommissioning plan is completed.

d). The reimbursement of professional services rendered to the Town as required by the Professional Services reimbursement Local Law (Town of Veteran Local Law Pertaining to Professional Services Reimbursement).

14) A Host Community Agreement, as exclusively provided in Attachment 2 – Town of Veteran Host Community Agreement (the "Host Community Agreement"), which is attached hereto and incorporated herein. The Applicant shall fully complete, and the owner and/or operator shall duly execute, the Host Community Agreement without amendment, modification, or revision, except to the extent where expressly permitted therein. Notwithstanding the foregoing, the Town Board of the Town of Veteran reserves the right, in its sole and exclusive discretion, to revise, amend, or otherwise modify the terms and conditions of the Host Community Agreement on a case-by-case basis to address the needs and interests of the Town of Veteran. The Host Community Agreement shall address the following:

i. The reimbursement of professional services rendered to the Town as required by the Professional Services reimbursement Local Law (Town of Veteran Local Law Pertaining to Professional Services Reimbursement).

ii. The establishment and replenishment of an escrow account for construction inspections.

iii. The payment of a Host Community Fee to the Town. The Host Community Fee is intended to provide for mitigation of adverse environmental impacts identified during the SEQRA process and other community concerns.

a) Emergency Services Support: Fee(s) associated to offset increased service contract costs with independent fire departments and emergency service providers directly attributable to solar development.

b) Administrative Technology and Resources: Fee(s) associated to offset costs for technology, software, and resources needed to properly administer, monitor, and manage solar energy system oversight.

c) Viewscape Mitigation Fund: Fee(s) to address post-construction visual impacts that may differ from pre-construction projections.

d) Property Tax Relief: Fee(s) associated with mitigating character impacts through tax relief programs.

e) The Planning Board may recommend other fee(s) to the Town Board based on project-specific impacts that present adverse economic effects to the Town.

iv. The Host Community Agreement also includes provisions for the Company to share environmental credits value with the Town.

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C. Special Use Permit Standards: Tier 3. The Planning Board may issue a Special Use Permit for a Tier 3 Solar Energy System pursuant to the satisfaction of requirements established in Article 10, Sections 10.4 – 10.5 of the Town of Veteran Zoning Law, and only after it has found that all the following standards and conditions have been satisfied:

- 1) Vehicular Paths. Vehicular paths within the Facility Area shall be designed in compliance with Uniform Code requirements to ensure emergency access, while minimizing the extent of impervious materials and soil compaction.
- 2) Signage.
  - i. No signage or graphic content shall be displayed on the Solar Energy Systems except the manufacturer's name, equipment specification information, safety information, and 24-hour emergency contact information. Said information shall be depicted within an area no more than 8 square feet.
  - ii. As required by National Electric Code (NEC), disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
- 3) Glare. All Solar Panels shall have anti-reflective coating(s).
- 4) Lighting. Lighting of the Solar Energy Systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.
- 5) Lot size. The property on which the Tier 3 Solar Energy System is placed shall meet the lot size requirements of the underlying zoning district.
- 6) Setbacks. The Tier 3 Solar Energy Systems shall comply with the setback requirements of the underlying zoning district for principal structures. Fencing, collection lines, access roads and landscaping may occur within the setback. In addition, all Tier 3 Solar Energy Facilities shall maintain a 250 foot setback from property lines or the boundary of the Conservation Overlay District, whichever is greater.
- 7) Height. The Tier 3 Solar Energy Systems shall comply with the building height limitations for principal structures of the underlying zoning district. This height requirement can be waived by the Planning Board if the panels are being raised to accommodate continued or new agricultural purposes.
- 8) Lot coverage. Tier 3 Solar Energy Systems are exempt from the lot coverage requirements in the underlying zoning district.
- 9) Fencing Requirements. All mechanical equipment, including any structure for Battery Energy Storage System components, shall be enclosed by a minimum 7-foot high fence, as required by NEC, with a self-locking gate to prevent unauthorized access.
- 10) Screening and Visibility
  - i. The applicant for a Tier 3 Solar Energy System shall be required to:

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a) Conduct a visual assessment of the visual impacts of the Solar Energy System on public roadways and adjacent properties. At a minimum, a line-of-sight profile analysis shall be provided. Depending upon the scope and potential significance of the visual impacts, additional impact analyses, including for example a digital viewshed report, shall be required to be submitted by the applicant. Assessments and analysis shall be performed by third party per town of Veteran Local Professional Services Reimbursement Law.

b) Submit a screening & landscaping plan to show adequate measures to screen through landscaping, grading, or other means so that views of Solar Panels and Solar Energy Equipment shall be minimized as reasonably practical from public roadways and adjacent properties to the extent feasible.

c) The screening & landscaping plan shall specify the locations, elevations, height, plant species, and/or materials that will comprise the structures, landscaping, and/or grading used to screen and/or mitigate any adverse aesthetic effects of the system. The landscaped screening shall be comprised of a minimum of [1] evergreen tree, at least [6] feet high at time of planning, plus [2] supplemental shrubs at the reasonable discretion of the Planning Board, all planted within each [10] linear feet of the Solar Energy System. Existing vegetation may be used to satisfy all or a portion of the required landscaped screening. A list of suitable evergreen tree and shrub species should be provided by the Town of Veteran.

#### 11) Environmental Resources

i. Removal of existing trees larger than six (6) inches in diameter at breast height (DBH) shall be minimized. The applicant shall submit a Tree Removal Plan that documents all trees to be removed, alternatives considered, and justifications for removals. The Planning Board may require preservation of significant trees where feasible.

ii. Tier 3 Solar Energy System owners shall develop, implement, and maintain native vegetation to the extent practicable pursuant to a vegetation management plan by providing Native Perennial Vegetation and foraging habitat beneficial to game birds, songbirds, and Pollinators. To the extent practicable, when establishing perennial vegetation and beneficial foraging habitat, the owners shall use native plant species and seed mixes and seed all appropriate areas within the Facility Area. Any project which is designed to incorporate agricultural or farm related activities or uses within the Facility Area may be excluded from this requirement based on the amount of space actually occupied by the agricultural use(s). This exclusion will only be allowed based on the Town Planning Board determination that these lands are being used for actual agricultural uses.

iii. Use integrated pest management practices to refrain from/limit pesticide use (including herbicides) for long-term operation and site maintenance.

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12) Agricultural Resources. Tier 3 Solar Energy Systems for which the Facility Area includes Active Agricultural Land shall adhere to the following requirements:

- i. Tier 3 Solar Energy System located on Active Agricultural Land shall not exceed 50% of the area of the Active Agricultural Land within the Facility Area.
- ii. To the maximum extent practicable, Tier 3 Solar Energy Systems located on active Agricultural Land shall be constructed, monitored, and decommissioned in accordance with the NYS Department of Agriculture and Markets' "Guidelines for Solar Energy Projects - Construction Mitigation for Agricultural Lands."
- iii. The Planning Board may waive or modify certain bulk and area standards that result in unintended consequence, if it finds that waiving those standards better protects agriculture and promotes continued agricultural use and alternative designs that protect more land.

D. Ownership Changes. If the owner or operator of the Solar Energy System changes or the owner of the property changes, the Special Use Permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the use permit, including the decommissioning plan. A new owner or operator of the Solar Energy System shall notify the zoning enforcement officer of such change in ownership or operator within 30 days of the ownership change.

#### **9. Permitting Requirements for Tier 4 Solar Energy Systems**

All Tier 4 Solar Energy Systems are subject to site plan application requirements in accordance with Article 11 of the Town of Veteran Zoning Law, and the issuance of a Special Use Permit pursuant to the requirements set forth in Article 10, Sections 10.4 – 10.5 of the Town of Veteran Zoning Law, the requirements established for Tier 3 Solar Energy Systems in Section 8 herein, and pursuant to (or in some cases amended by) the following requirements:

A. Applications for Tier 4 Solar Energy Systems shall be reviewed by the Code Enforcement Officer for completeness. Applicants shall be advised within 60 days of the completeness of their application or any deficiencies that must be addressed prior to substantive review.

B. Pre-Application Meeting.

1) At least 60 days prior to the submission of an application, the Applicant shall conduct a pre-application meeting with the Planning Board to ensure all parties have clear expectations regarding any Town requirements applicable to the proposed Solar Energy System. A written request for this purpose shall be sent to the Planning Board.

2) At the pre-application meeting, the Applicant must provide (1) a brief description of the proposed facility and its environmental setting, (2) a map of the proposed facility showing project components, (3) the proposed facility's anticipated impacts, (4) a designated contact person with telephone number, email address, and mailing address from whom information will be available going-forward basis, and (5) an anticipated application submission date.

C. Community Engagement Plan.

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1) Applications for a Tier 4 Solar Energy System shall include a Community Engagement Plan detailing the applicant's proposed plans and strategies for ensuring adequate public awareness and encouraging community participation. Applicants are highly encouraged to discuss the contents and details proposed in this plan with the Planning Board prior to the submission of a formal application.

2) The Community Engagement Plan shall include:

- i. Details of outreach strategies and activities that will be used to engage stakeholders and interested parties.
- ii. Planned frequency of public events and strategies to ensure that events are widely attended by a representative cross section of community residents.
- iii. Details of the direct benefits to the community.
- iv. Details on the engagement regarding payments in lieu of taxes agreements or host community agreements.
- v. Describe local interests and concerns, including identifying plans to thoughtfully build support for and respectfully respond to any opposition.
- vi. Identify strategies the Applicant will use to mitigate concerns raised by the public.
- vii. Method for soliciting feedback and input from the public and the process for sharing feedback and responses publicly.

3) The Applicant shall publicly announce the Community Engagement Plan via their website (if one exists), local newspapers and communicate its availability to local TV.

#### D. Special Use Permit Standards: Tier 4

1) Setbacks: Tier 4 Solar Energy Systems shall meet a 250-foot setback from property lines or the boundary of the Conservation Overlay District, whichever is greater. Fencing, collection lines, access roads and landscaping may occur within the setback.

2) Agricultural Resources: Tier 4 Solar Energy Systems for which the Facility Area includes Active Agricultural Lands shall adhere to the following requirements:

- i. Tier 4 Solar Energy System components, equipment, and associated impervious surfaces shall occupy no more than 50% of the Active Agricultural Lands within the Facility Area.
- ii. A Tier 4 Solar Energy System may exceed the 50% Active Agricultural Land threshold if it incorporates an onsite activity or program which provides for the use of the land as a Farm Operation. Exceedance beyond the 50% threshold will only be allowed based on the Planning Board's determination that the land is being used for a Farm Operation.

3) To the maximum extent practicable, Tier 4 Solar Energy Systems located on Active Agricultural Lands shall be constructed, monitored, and decommissioned in accordance

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with the NYS Department of Agriculture and Markets' "Guidelines for Solar Energy Projects - Construction Mitigation for Agricultural Lands."

E. Special Use Permit Standards. The Town Planning Board may issue a Special Use Permit for a Tier 4 Solar Energy System only after it has found that all the following standards and conditions have been satisfied:

- 1) Vehicular Paths. Vehicular paths within the Facility Area shall be designed in compliance with Uniform Code requirements to ensure emergency access, while minimizing the extent of impervious materials and soil compaction.
- 2) Signage.
  - i. No signage or graphic content shall be displayed on the Solar Energy Systems except the manufacturer's name, equipment specification information, safety information, and 24-hour emergency contact information. Said information shall be depicted within an area no more than 8 square feet.
  - ii.) As required by National Electric Code (NEC), disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.
- 3) Glare. All Solar Panels shall have anti-reflective coating(s).
- 4) Lighting. Lighting of the Solar Energy Systems shall be limited to that minimally required for safety and operational purposes and shall be reasonably shielded and downcast from abutting properties.
- 5) Lot size. The property on which the Tier 4 Solar Energy System is placed shall meet the lot size requirements of the underlying zoning district.
- 6) Setbacks. The Tier 4 Solar Energy Systems shall comply with the setback requirements of the underlying zoning district for principal structures. Fencing, collection lines, access roads and landscaping may occur within the setback. In addition, all Tier 4 Solar Energy Facilities shall maintain a 250-foot setback from property lines or the boundary of the Conservation Overlay District, whichever is greater.
- 7) Height. The Tier 3 Solar Energy Systems shall comply with the building height limitations for principal structures of the underlying zoning district. This height requirement can be waived by the Planning Board if the panels are being raised to accommodate continued or new agricultural purposes.
- 8) Lot coverage. Tier 4 Solar Energy Systems are exempt from the lot coverage requirements in the underlying zoning district.
- 9) Fencing Requirements. All mechanical equipment, including any structure for Battery Energy Storage System components, shall be enclosed by a minimum 7-foot high fence, as required by NEC, with a self-locking gate to prevent unauthorized access.



10) Screening and Visibility. The applicant for a Tier 4 Solar Energy System shall be required to:

i. Conduct a visual assessment of the visual impacts of the Solar Energy System on public roadways and adjacent properties. At a minimum, a line-of-sight profile analysis shall be provided. Depending upon the scope and potential significance of the visual impacts, additional impact analyses, including for example a digital viewshed report, shall be required to be submitted by the applicant. Assessments and analysis shall be performed by third party per town of Veteran Local Professional Services Reimbursement Law.

ii. The screening & landscaping plan shall specify the locations, elevations, height, plant species, and/or materials that will comprise the structures, landscaping, and/or grading used to screen and/or mitigate any adverse aesthetic effects of the system. The landscaped screening shall be comprised of a minimum of (1) evergreen tree, at least (6) feet high at time of planting, plus (2) supplemental shrubs at the reasonable discretion of the Planning Board, all planted within each (10) linear feet of the Solar Energy System. Existing vegetation may be used to satisfy all or a portion of the required landscaped screening. A list of suitable evergreen tree and shrub species should be provided by the Town of Veteran.

11) Environmental Resources.

i. Removal of existing trees larger than six (6) inches in diameter at breast height (DBH) shall be minimized. The applicant shall submit a Tree Removal Plan that documents all trees to be removed, alternatives considered, and justifications for removals. The Planning Board may require preservation of significant trees where feasible.

ii. Tier 4 Solar Energy System owners shall develop, implement, and maintain native vegetation to the extent practicable pursuant to a vegetation management plan by providing Native Perennial Vegetation and foraging habitat beneficial to game birds, songbirds, and Pollinators. To the extent practicable, when establishing perennial vegetation and beneficial foraging habitat, the owners shall use native plant species and seed mixes and seed all appropriate areas within the Facility Area. Any project which is designed to incorporate agricultural or farm related activities or uses within the Facility Area may be excluded from this requirement based on the amount of space actually occupied by the agricultural use(s). This exclusion will only be allowed based on the Town Planning Board determination that these lands are being used for actual agricultural uses.

iii. Use integrated pest management practices to refrain from/limit pesticide use (including herbicides) for long-term operation and site maintenance.

12) Agricultural Resources. Tier 4 Solar Energy Systems for which the Facility Area includes Active Agricultural Land shall adhere to the following requirements:



- i. Tier 4 Solar Energy System located on Active Agricultural Land shall not exceed 50% of the area of the Active Agricultural Land within the Facility Area.
- ii. To the maximum extent practicable, Tier 4 Solar Energy Systems located on active Agricultural Land shall be constructed, monitored, and decommissioned in accordance with the NYS Department of Agriculture and Markets' "Guidelines for Solar Energy Projects - Construction Mitigation for Agricultural Lands."
- iii. The Planning Board may waive or modify certain bulk and area standards that result in unintended consequence, if it finds that waiving those standards better protects agriculture and promotes continued agricultural use and alternative designs that protect more land.

F. Ownership Changes. If the owner or operator of the Solar Energy System changes or the owner of the property changes, the Special Use Permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the use permit, including the decommissioning plan. A new owner or operator of the Solar Energy System shall notify the zoning enforcement officer of such change in ownership or operator within 30 days of the ownership change.

## **10. Safety**

- A. Solar Energy Systems and Solar Energy Equipment shall be certified under the applicable electrical and building codes as required.
- B. Solar Energy Systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department and, if the Tier 2 or 3 Solar Energy System is located in an ambulance district, the local ambulance corps.
- C. If a Battery Energy Storage System is included as part of the Solar Energy System, they shall conform to the Town of Veteran's Battery Energy Storage System Local Law.
- D. Where deemed necessary by the Planning Board, the Applicant shall ensure emergency access to the Facility Area for local first responders by installing an emergency lock box or similar device, in a location subject to approval by the Fire Chief of the Town.

## **11. Permit Timeframe and Abandonment**

A. The Special Use Permit and site plan approval for a Solar Energy System shall be valid for a period of 36 months, provided that a building permit is issued, and construction is commenced. In the event construction is not completed in accordance with the final site plan – as may have been amended and approved – as required by the Planning Board within 36 months, the applicant may request to extend the time to complete construction for 12 months. Approval of a request to extend the time to complete construction shall not be unreasonably withheld by the Town. If the owner and/or operator fails to perform substantial construction within 48 months, the approvals shall expire.

B. Upon cessation of electricity generation of a Solar Energy System on a continuous basis for 6 (six) months ("No Generation Status"), the Town may notify and instruct the owner and/or operator of the Solar Energy System to implement the decommissioning plan. The owner must  
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commence decommissioning within ninety (90) days and complete all removal and restoration within nine (9) months of notification. The owner/operator shall notify the Town Code Enforcement Officer within 30 days of a No Generation Status.

C. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the Town may, at its discretion, utilize the bond and/or security for the removal of the Solar Energy System and restoration of the site in accordance with the decommissioning plan. Refer to Town of Veteran Solar Energy System Decommissioning Agreement Attachment #1.

## **12. Enforcement**

Any violation of this Solar Energy Law shall be subject to the same enforcement requirements, including the civil and criminal penalties, provided for in the zoning or land use regulations of the Town.

## **13. Severability**

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.



TOWN OF VETERAN SOLAR ENERGY SYSTEM DECOMMISSIONING AGREEMENT

This Solar Energy System Decommissioning Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the Town of Veteran, New York, a municipal corporation with offices at 4049 Watkins Road, Millport, New York 14864 ("Town"), and \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ ("Company"). Town and Company may be referred to collectively as the "Parties" or individually as the "Party", as the case may be.

**ARTICLE I – DEFINITIONS**

1.1 "Decommissioning" means the physical removal and proper disposal of all Facility components and infrastructure, and the restoration of land to pre-construction condition or better.

1.2 "Facility" means the solar energy system approved for construction and operation at [Insert Site Location or Tax Parcel ID].

1.3 "MSG 1–4" means Mineral Soil Groups 1 through 4 as defined by the NYS Department of Agriculture and Markets.

1.4 "Host Community Agreement" or "HCA" means the agreement entered between the Company and the Town of Veteran setting forth terms related to community compensation, emergency response, insurance, and other project-specific conditions.

**ARTICLE II – FINANCIAL SECURITY**

The Company shall select one of the following financial security structures to guarantee its obligations under this Agreement. Each option represents a permitted combination of valuation methodology and security mechanism. For clarity, the options are repeated in narrative and chart format.

**2.1 Option A – Engineer's Estimate + Surety Bond**

The decommissioning security amount shall be based on a third-party engineer's cost estimate, updated every five (5) years. The Company shall post a surety bond in an amount equal to 125% of the most recent estimate. The bond shall be maintained on a rolling five-year advance basis, such that each year, a new bond is issued to ensure five years of decommissioning costs are secured. The cost of preparing such third-party estimates—and any other professional services required by the Town in support of this Agreement—shall be at the sole cost and expense of the Company pursuant to the Town local law: A Local Law Pertaining to Professional Services Reimbursement.

**2.2 Option B – Engineer's Estimate + Escrow Account**

The decommissioning security amount shall be based on a third-party engineer's cost estimate, updated every five (5) years. The Company shall deposit funds into a Town-held, interest-bearing escrow account in an amount equal to 125% of the estimate. The Company shall make payment to a Town-held escrow account as part of the application process. Thereafter, the Company shall maintain the fund at its required



adjusted balance. Interest shall remain with the escrow fund and be applied toward the decommissioning obligation.

**2.3 Option C – Per-Megawatt Rate + Surety Bond**

The decommissioning security amount shall be calculated at a rate of \$50,000 per MW of nameplate capacity, based on the year 2025 baseline, and shall increase annually by 2.5% compounded. The Company shall post a surety bond that reflects this valuation, updated each year to maintain compliance with the adjusted amount. Bonding terms shall follow the rolling five-year advance structure described in Option A.

**2.4 Option D – Per-Megawatt Rate + Escrow Account**

The decommissioning security amount shall be calculated at \$50,000 per MW of nameplate capacity (2025 baseline), increased annually by 2.5% compounded. The Company shall make payment to a Town-held escrow account as part of the application process. Thereafter, the Company shall maintain the fund at its required adjusted balance. Interest shall remain with the escrow fund and be applied toward the decommissioning obligation.

2.5 For clarity the financial security options are repeated in the Option Chart 1 below:

<b>Option</b>	<b>Valuation Method</b>	<b>Security Type</b>	<b>Details</b>
A	Engineer's cost estimate (updated every 5 years)	Rolling Surety Bond	Bond value = 125% of estimate; Maintained five (5) years in advance.
B	Engineer's cost estimate (updated every 5 years)	Escrow Account	Funded to 125% of estimate; interest remains in escrow; Town holds funds.
C	\$50,000 per MW (2025 baseline), escalated by 2.5% annually	Rolling Surety Bond	Maintained five (5) years in advance. Escalated by 2.5% annually
D	\$50,000 per MW (2025 baseline), escalated by 2.5% annually	Escrow Account	Initial contributions made to escrow; interest remains in escrow; Town holds funds. Escalated by 2.5% annually.

Option Chart 1

2.6 All financial security instruments shall be subject to Town approval and must name the Town of Veteran as beneficiary. The Company shall not modify, cancel, or reduce the security without prior written consent of the Town. The Town may require adjustments based on updated costs or market conditions.



2.7 Each option shall be memorialized in a financial security agreement approved by the Town. The Town shall retain sole authority to determine compliance, adjust security amounts after updates, and enforce all bonding or escrow obligations under this Agreement.

2.8 The Town shall not release any bond or escrowed funds until all decommissioning and restoration activities have been completed, a licensed professional certifies compliance, and the Town issues a written notice of satisfactory completion.

2.9 All unpaid decommissioning or restoration costs incurred by the Town shall constitute a lien on the Facility parcel and may be added to the Town tax roll in accordance with Town Law §64.

2.10 The Company grants the Town and its contractors the right of entry onto the Facility site, upon default, for the purpose of performing any authorized decommissioning or restoration work.

2.11 Nothing in this Agreement shall be construed to limit or waive the Company's indemnification obligations to the Town as further detailed in the Host Community Agreement.

### **ARTICLE III – TRIGGERING EVENTS FOR DECOMMISSIONING**

3.1 Decommissioning is required upon any of the following triggering events:

(a) Lease Expiration – The land lease expires and is not renewed or extended, and the Company has not acquired title.

(b) Cessation of Operations – The Facility ceases to generate power for a continuous period of six (6) months.

(c) Catastrophic Damage – The Facility is damaged beyond repair, and the Company elects not to restore operation.

(d) End of Useful Life – The Facility reaches the end of its service life, estimated not to exceed thirty (30) years from initial operation.

3.2 Upon written notice from the Town of a triggering event, the Company must commence decommissioning within ninety (90) days and complete all removal and restoration within nine (9) months.

### **ARTICLE IV – DECOMMISSIONING AND SITE RESTORATION REQUIREMENTS**

4.1 Infrastructure Removal – All components must be removed, including panels, supports, racking, inverters, conduit, fencing, foundations, and footers. On all sites, including MSG 1–4 or Active Agricultural Lands, removal must reach a depth of forty-eight (48) inches per NYS Department of Agriculture and Markets guidelines.

4.2 Waste Removal – Prior to decommissioning, the Company must submit a Waste Management Plan detailing materials inventory, disposal sites, and transportation protocols. Documentation proving lawful disposal must be submitted within thirty (30) days of completion.

4.3 Soil Remediation – Disturbed areas must be regraded to original contours, compacted soils ripped to 18 inches, and organic matter applied to restore fertility. Native seeding must be used for erosion control. Restoration shall comply with NYS Ag & Markets, NYSDEC, and USDA NRCS standards. A licensed professional must certify compliance.



4.4 Compliance with Agricultural Standards – For systems on MSG 1–4 or Active Agricultural Lands, decommissioning must meet the mitigation standards outlined in the Town of Veteran Solar Law. Note: deleted reference to section number.

#### **ARTICLE V – ENFORCEMENT AND OVERSIGHT**

5.1 Town Enforcement Rights – If the Company fails to act, the Town may declare default, access the financial security, complete decommissioning and restoration work, and recover costs through liens or legal action.

5.2 Transfer of Ownership – The Company shall not assign this Agreement or transfer ownership/control of the Project without the prior written consent of the Town, which shall not be unreasonably withheld. Any assignment without such consent shall be null and void. Financial security shall remain tied to the Facility and land.

5.3 Final Inspection – The Town shall conduct a final inspection, at the Company's expense, prior to the release of any bond or escrow funds.

#### **ARTICLE VI – ROAD USE AND RESTORATION DURING DECOMMISSIONING**

6.1 Compliance with Weight Restrictions – The Company shall comply with Local Law 4 of 2001; A Local Law Limiting The Gross Weight Of Motor Vehicles On Certain Towns, Highways and Roads, as amended, including restrictions on gross vehicle weight on Town roads.

6.2 Road Use Plan Required – Prior to decommissioning, the Company shall submit a Road Use Plan to the Town and Town Highway Superintendent for approval.

6.3 Road Condition Surveys – Pre- and post-decommissioning surveys shall be conducted by professional consultants retained by the Town at the Company's expense in accordance with Town's Professional Services Fee Reimbursement Law.

6.4 Road Repair and Restoration – The Company shall restore roads to equal or better condition than pre-decommissioning, subject to review and approval by the Town Highway Superintendent.

6.5 Bonding Requirement – A road use bond shall be posted prior to decommissioning in an amount determined by the Planning Board in consultation with the Highway Superintendent.

6.6 Oversight and Enforcement – The Town retains the right to inspect, monitor, and enforce compliance. Violations constitute a breach of this Agreement.

6.7 Reimbursement of Town Expenses – The Company shall reimburse the Town for all professional service costs under Local Law 1 of 2010: A Local Law Pertaining to Professional Services Reimbursement.

6.8 No Waiver of Local Authority – Nothing herein shall limit the Town's rights under Local Law 4 of 2001: A Local Law Limiting The Gross Weight Of Motor Vehicles On Certain Towns, Highways and Roads or any other applicable law.

#### **ARTICLE VII – NOTICES**

7.1 Method of Delivery – Notices shall be in writing and delivered personally, by certified mail, overnight courier, or email (for routine communications only).



7.2 Effective Date of Notice – Notices are effective upon receipt or refusal. Email is effective only upon written confirmation of receipt.

7.3 Notice Addresses – Notices shall be sent to:

If to the Town:

Town of Veteran

Attn: David Lewis

4049 Watkins Road

Millport, New York 14864

town.supervisor@townofveteranny.gov

If to the Company:

Company Name \_\_\_\_\_

Attn: Representative Name and Title \_\_\_\_\_

Company Address \_\_\_\_\_

Company Email for routine communications \_\_\_\_\_

#### **ARTICLE VIII – GENERAL PROVISIONS**

8.1 Governing Law and Venue – This Agreement is governed by New York law. Venue lies exclusively in Chemung County Supreme Court.

8.2 No Waiver – No waiver of any breach shall constitute a waiver of any subsequent breach.

8.3 Severability – If any provision is held invalid, the remainder shall remain in effect.

8.4 Entire Agreement – This Agreement and its exhibits represent the entire agreement between the Parties.

8.5 Amendment – Amendments must be in writing and signed by both Parties.

8.6 Further Assurances – The Parties agree to take any further actions necessary to effectuate this Agreement.

8.7 Successors and Assigns – This Agreement binds and benefits the Parties and their successors and permitted assigns.

8.8 Counterparts and Electronic Execution – Electronic or scanned signatures are valid as originals.

8.9 Professional Services Reimbursement – The Company shall reimburse the Town for all costs incurred for professional services in accordance with Local Law shall be reimbursed by the Company pursuant to the Town local law: A Local Law Pertaining to Professional Services Reimbursement, including but not limited to engineering, legal, consulting, enforcement, and compliance-related services.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Town of Veteran, NY

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

Name: David Lewis

Title: Town Supervisor

Date: \_\_\_\_\_

Company / Owner Name \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT 2:**

**TOWN OF VETERAN HOST COMMUNITY AGREEMENT**

Dated: \_\_\_\_\_

**This HOST COMMUNITY AGREEMENT** (the "Agreement") is made and entered into as of the [Insert Date], by and between THE TOWN OF VETERAN, a political subdivision of the State of New York, with its principal offices located at 4049 Watkins Road, Millport, New York 14864 (the "Town"), and Developer Name \_\_\_\_\_, a State of Formation \_\_\_\_\_ corporation / limited liability company \_\_\_\_\_ with its principal offices located at Developer Address \_\_\_\_\_ (the "Company"). The Town and the Company may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

WHEREAS, the Company desires to develop, construct, operate, and decommission a solar photovoltaic electric generating facility known as the [Project Name], with an approximate nameplate capacity of \_\_\_\_\_ megawatts (MW AC), located within the Town of Veteran, Chemung County, New York (the "Project"); and

WHEREAS, the Town has adopted local laws governing solar energy systems, including requirements for decommissioning, financial assurance, and community protections, and is authorized under New York Town Law §64(23) to enter into contracts necessary for the exercise of its powers and to mitigate the impacts of such projects; and

WHEREAS, the Parties desire to memorialize their mutual obligations, benefits, and responsibilities related to the Project through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I – DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Abandonment" means the cessation of Commercial Operation for a period defined by the Town of Veteran, unless such cessation is the result of Force Majeure or temporary repairs approved in writing by the Town.

"Agreement" means this Host Community Agreement, including all Exhibits attached hereto, as amended in writing from time to time.

"Commercial Operation" means the state in which the Project is generating and delivering electricity to the electrical grid for commercial purposes on a continuous basis, excluding temporary outages for maintenance, repair, or grid outages not attributable to the Project.

"Commercial Operation Date" means the first date on which the Project begins delivering electricity to the electrical grid on a continuous basis.



"Company" means [Developer Name], its successors, assigns, and any entity holding any ownership interest in the Project.

"Decommissioning" means the removal of the Project and restoration of the site as required by the approved Decommissioning Plan and the Town of Veteran Solar Energy Systems Law.

"Decommissioning Plan" means the plan approved by the Town describing the methods, estimated costs, financial assurances, and timeline for decommissioning the Project.

"Emergency Management Plan" or "EMP" means the comprehensive safety and emergency response protocol document required under Article XI that addresses procedures for fire suppression, hazardous materials response, extreme weather events, and other emergency scenarios related to the Project.

"Environmental Credits" means any and all credits, benefits, emissions reductions, offsets, and allowances attributable to the Project, whether or not such credits or attributes are sold, transferred, monetized, or otherwise conveyed by the Company.

"Force Majeure" means any act, event, or condition beyond the reasonable control of and not the result of the negligence of the affected Party that prevents or delays a Party from performing its obligations under this Agreement.

"Host Community Fee" means the annual payment described in Section 2.3 of this Agreement.

"Material Breach" or "Material Default" means any failure to perform an obligation under this Agreement that substantially deprives the non-breaching Party of the benefit of its bargain or significantly impacts public health, safety, or welfare.

"PILOT Agreement" means any Payment-in-Lieu-of-Tax agreement entered into by the Company and a taxing jurisdiction, including the Chemung County Industrial Development Agency ("IDA"), pursuant to New York law.

"Project" means the solar photovoltaic electric generating facility known as the \_\_\_\_\_ (Name) Solar Energy System, with a nameplate capacity of approximately \_\_\_\_\_ MW AC, including solar arrays, inverters, transformers, interconnection facilities, collection lines, energy storage systems (if any), and associated infrastructure.

"Project Site" means all real property on which the Project is located or will be located, including all parcels used for solar arrays, energy storage facilities, electrical equipment, access roads, and other Project-related facilities, as depicted in Exhibit A.

"Renewable Energy Credits (RECs)" and "Carbon Credits" mean tradable environmental attributes, certificates, or offsets generated by the Project.

"Road Use Agreement" means the agreement detailed in Article XII addressing the use, maintenance, repair, and restoration of Town roads during all Project phases, including compliance with Local Law Limiting The Gross Weight Of Motor Vehicles On Certain Towns, Highways and Roads, regarding weight restrictions.

"Town" means the Town of Veteran, Chemung County, New York, including its elected officials, employees, agents, and assigns.



## **ARTICLE II HOST COMMUNITY FEE**

The Company shall pay the Town an annual Host Community Fee of \_\_\_\_\_ per megawatt (MW AC) of Project nameplate capacity. The first payment shall be due on \_\_\_\_\_ of the year following the Commercial Operation Date and annually thereafter, escalating \_\_\_\_\_ (\_\_\_\_\_% ) per year. The Host Community Fee shall be independent of and not offset by any PILOT Agreement or property tax obligations.

## **ARTICLE III RENEWABLE ENERGY AND CARBON CREDIT SHARING**

The Company shall provide to the Town an annual payment equal to \_\_\_\_\_ (\_\_\_\_\_% ) of the market value of all Environmental Credits attributable to the Project, as determined by publicly available market pricing at the time of annual reconciliation. These shall include, but not be limited to Renewable Energy Credits (RECs), carbon offsets, carbon credits, or any other tradable environmental commodities ("Environmental Credits"), whether such Environmental Credits are sold, transferred, monetized, or otherwise conveyed by the Company.

The obligation to pay shall not be contingent upon actual sale or monetization of said Environmental Credits. Such payments shall be made annually on or before \_\_\_\_\_ for the prior year and shall constitute contractual consideration, not a tax or fee.

## **ARTICLE IV – DISPUTE RESOLUTION**

### **Section 4.1 Negotiation and Mediation**

In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved through negotiation within sixty (60) days after written notice of the dispute, either Party may initiate non-binding mediation through a mutually agreed-upon mediator. The costs of mediation shall be shared equally by the Parties.

### **Section 4.2 Legal Action**

If mediation fails to resolve the dispute, either Party may pursue legal remedies available at law or in equity. Any legal action or proceeding under this Agreement shall be commenced exclusively in the Supreme Court of the State of New York, County of Chemung. Each Party irrevocably submits to the jurisdiction of such court and waives any objection to venue.

## **ARTICLE V – TERMINATION**

### **Section 5.1 Termination Prior to Construction**

The Company may terminate this Agreement at any time prior to the commencement of construction upon written notice to the Town, provided that the Company delivers documentation from an independent third-party financial institution or qualified engineering firm confirming that, despite the Company's commercially reasonable efforts, the Project has become economically infeasible to complete.

### **Section 5.2 Termination After Construction**

Following commencement of construction, the Company may not terminate this Agreement except upon the occurrence of either (a) a material breach by the Town that remains uncured after sixty (60) days written notice and opportunity to cure; or (b) the enactment of any law or regulation, or a final, non-appealable order of a court or regulatory body with jurisdiction, that renders the continued operation of the Project illegal or impossible.

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### Section 5.3 Effect of Termination

In the event of termination under this Article, the Company shall remain responsible for all obligations accrued through the date of termination, including any decommissioning requirements if applicable. Termination shall not relieve the Company of any financial or indemnification obligations existing prior to the termination date.

## **ARTICLE VI – DEFAULT AND REMEDIES**

### Section 6.1 Events of Default

The occurrence of any of the following events shall constitute a default by the Company under this Agreement: (a) Failure to pay any Host Community Fee, REC/Carbon Credit Payment, or any other payment when due; (b) Failure to maintain the required financial security for decommissioning; (c) Failure to provide any required report or documentation within the time periods specified; (d) Abandonment of the Project; (e) Assignment or transfer of the Agreement or the Project without Town consent; (f) Failure to comply with any material term, condition, or obligation of this Agreement.

### Section 6.2 Remedies

Upon the occurrence of a default, the Town shall provide written notice of such default to the Company. If the Company fails to cure the default within thirty (30) days of receipt of such notice, or such longer period as may be reasonable under the circumstances, the Town may exercise one or more of the following remedies: (a) Enforce specific performance of the Company's obligations; (b) Draw upon any financial security, including decommissioning bonds or letters of credit; (c) Seek monetary damages, including reasonable attorney's fees and costs of enforcement; (d) Suspend or revoke any approvals or permits granted in connection with the Project to the extent legally permissible; (e) Terminate this Agreement.

## **ARTICLE VII – ASSIGNMENT AND TRANSFER**

### Section 7.1 Consent Required

The Company shall not assign this Agreement or any interest herein, nor transfer ownership or control of the Project, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld. Any assignment or transfer made without such consent shall be null and void.

### Section 7.2 Assumption of Obligations

Any permitted assignment or transfer shall include a written assumption of all obligations under this Agreement by the assignee or transferee, in a form acceptable to the Town. The Company shall provide the Town with a copy of any assignment, transfer, or change in ownership documents within thirty (30) days of execution.

### Section 7.3 Lender Rights

Notwithstanding the foregoing, the Company may collaterally assign this Agreement to a lender providing financing for the Project without prior consent, provided that the lender acknowledges in writing its obligation to comply with the terms of this Agreement or ensure that any successor entity assumes such obligations.

## **ARTICLE VIII – TAXATION AND PAYMENT IN LIEU OF TAXES (PILOT)**

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### Section 8.1 Real Property Tax Law Section 487 Opt-Out

The Town affirms that it has exercised its right to opt out of the tax exemption provisions of New York Real Property Tax Law Section 487 and shall not be bound by any tax exemption for the Project otherwise authorized under such statute. The Parties acknowledge that the Project will be subject to local real property taxes unless otherwise addressed by a duly authorized Payment in Lieu of Taxes ("PILOT") agreement.

### Section 8.2 PILOT Agreements

The Company may, at its sole discretion, seek to enter into a PILOT Agreement with the Chemung County Industrial Development Agency ("IDA") or other taxing jurisdiction in accordance with New York law. Any such PILOT Agreement shall not diminish, offset, or reduce the Company's obligations under this Agreement, including but not limited to the Host Community Fee, REC or Carbon Credit revenue sharing, or decommissioning financial assurance requirements.

### Section 8.3 No Offset or Reduction

The Company acknowledges and agrees that payments made pursuant to a PILOT Agreement, or any other tax arrangement shall be separate from and in addition to the payments and obligations imposed by this Agreement. Under no circumstances shall the Town's rights under this Agreement be impaired, reduced, or compromised as a result of any PILOT Agreement or any changes in tax status of the Project.

## **ARTICLE IX – INSURANCE AND INDEMNIFICATION**

### Section 9.1 Insurance Requirements

The Company shall, at its sole cost and expense, obtain and maintain in full force and effect during the term of this Agreement, including the period of decommissioning, the following insurance coverage:

(a) Commercial General Liability insurance, including bodily injury, property damage, products-completed operations, personal and advertising injury, and contractual liability, with limits of not less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per occurrence and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the aggregate.

(b) Environmental and Pollution Liability insurance, with limits of not less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per occurrence.

(c) Decommissioning Period Insurance. The Company shall maintain all insurance coverages required under Sections 9.1(a) and 9.1(b) continuously and without interruption throughout the entire decommissioning period until final site restoration is completed and formally accepted in writing by the Town. The Company shall provide updated certificates of insurance to the Town prior to the commencement of decommissioning activities and annually thereafter until final restoration is completed. Failure to maintain required insurance during the decommissioning period shall constitute a material breach of this Agreement and shall entitle the Town to make claims against the decommissioning security provided pursuant to Attachment 1 of Town of Veteran Solar Energy System Decommissioning Agreement.

### Section 9.2 Additional Insured Status

The Town shall be named as an additional insured on all required insurance policies for claims arising out of or related to the Project. Certificates of insurance and policy endorsements shall be provided to the Town prior to commencement of construction and updated upon renewal.

### Section 9.3 Notice of Cancellation

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All policies shall contain a provision requiring thirty (30) days written notice to the Town prior to cancellation or material modification.

#### Section 9.4 Indemnification

The Company shall indemnify, defend, and hold harmless the Town, its officials, employees, agents, and representatives from and against any and all claims, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees and expert witness fees, arising out of or related to the Project, including but not limited to claims of bodily injury, property damage, environmental contamination, or violations of law, except to the extent caused by the gross negligence or willful misconduct of the Town.

#### Section 9.5 Survival

The obligations of the Company under this Article shall survive the expiration or termination of this Agreement and shall remain in full force and effect throughout the decommissioning period and final site restoration.

### **ARTICLE X – COMMUNICATION AND REPORTING**

#### Section 10.1 Annual Reporting Obligations

The Company shall submit to the Town an Annual Report no later than January 31st of each calendar year following the Commercial Operation Date. The Annual Report shall include, at a minimum, the following information:

- (a) A summary of the Project's operational status, including total electricity generated and delivered to the grid during the preceding calendar year.
- (b) A certification of compliance with the obligations set forth in this Agreement, including the status of the Decommissioning Plan and financial security.
- (c) A summary of Host Community Fee payments, and any payments related to REC or Carbon Credit sharing made during the preceding year.
- (d) An annual carbon credit report shall be provided. Per section 2.5, such payments shall be made annually on or before January 31st for the prior year and shall constitute contractual consideration, not a tax or fee.
- (e) An update on any other material events, changes, or occurrences related to the Project that could reasonably be expected to impact the Town.

Failure to submit the Annual Report by the deadline shall constitute a material default under this Agreement.

#### Section 10.2 Public Access and Town Rights

The Town may publish the Annual Report or any portion thereof on the Town's website or in other public forums at its sole discretion. The Town may, at any time, request additional information or clarification from the Company concerning the contents of any report, and the Company shall respond in writing within thirty (30) days of such request.

#### Section 10.3 Telephone Hotline

To facilitate communication, the Company shall establish and maintain a dedicated telephone hotline and email contact for the purpose of receiving and responding to complaints, inquiries, or concerns from the

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Town, residents, and neighboring property owners regarding the Project during all phases, including construction, operation, maintenance, and decommissioning.

The hotline number and email shall be: (a) Published in the local telephone directory and on the Company's website; (b) Prominently posted at the Project site entrance and any construction staging areas; (c) Provided in writing to the Town Clerk for public posting; (d) Published in local news media upon the Town's request.

The Company shall maintain a written log of all complaints received via the hotline and provide the Town with a quarterly summary of the complaints, responses, and resolution status. Failure to maintain the hotline or complaint log or to provide required reports shall constitute a material default under this Agreement.

#### Section 10.4 Complaint Logging and Tracking

The Company shall maintain a written log of all complaints received from the Town, residents, neighboring property owners, or other stakeholders concerning the Project. The log shall include the date of each complaint, a detailed description of the issue, actions taken by the Company in response, and the status of resolution.

The Company shall provide a copy of the complaint log including all material complaints received from residents, neighboring property owners, or other stakeholders, and the Company's response to each complaint.

The Company shall provide the Town with a copy of the complaint log quarterly during construction and operation, or more frequently upon request by the Town. Failure to maintain or provide the complaint log as required shall constitute a material default under this Agreement.

#### Section 10.5 Town Right to Inspect

The Town, or its authorized agents or consultants, shall have the right to inspect the Project, including Project records and documents, upon reasonable advance notice and during normal business hours, to verify compliance with the terms of this Agreement. The Town shall exercise this right in a manner that does not unreasonably interfere with the safe and efficient operation of the Project.

### **ARTICLE XI – EMERGENCY MANAGEMENT**

#### Section 11.1 Emergency Management Plan (EMP)

- a) The Company shall prepare, maintain, and implement a comprehensive Emergency Management Plan (EMP) specific to the Project.
- b) The EMP shall include protocols for fire suppression, hazardous materials response, extreme weather, cybersecurity, battery failure (if applicable), mechanical failure, and any other emergency scenarios reasonably foreseeable for the Project.
- c) The Company shall submit the EMP to the Planning Board, the Town Fire Chief, and the County Emergency Services Office for review no later than sixty (60) days prior to the commencement of construction.
- d) The Company shall update the EMP at least annually and resubmit any revised version within thirty (30) days of revision.



e) The Company shall conduct at least one joint training or tabletop exercise per year with the Town's designated emergency responders; and

f) The Company shall ensure 24/7 access to all site areas for emergency response personnel, and post signage with emergency contact information at all entrances.

g) Company failure to comply with this section shall be deemed a material breach of this Agreement.

#### Section 11.2 Coordination with Providers

All Solar Energy Systems proposed within the Town of Veteran shall be designed, constructed, and maintained in coordination with emergency service providers responsible for fire protection. The following requirements apply to ensure appropriate access, safety measures, and emergency readiness:

##### a) Fire Department Notification

For any Tier 2, Tier 3, or Tier 4 Solar Energy System, the Company shall provide written notice of the proposed project to each fire department currently contracted to provide fire protection within the Town of Veteran. It is the responsibility of the Company to verify and contact the correct emergency service providers at the time of application. Notification shall occur no later than thirty (30) days prior to the public hearing or final site plan review, with proof of such notification filed with the Town.

##### b) Access and Safety Coordination

The Company must consult with the contracted fire protection agencies to confirm that site layout, emergency access, and system shutoffs comply with the New York State Uniform Fire Prevention and Building Code and any other applicable standards. Required elements include, but are not limited to:

- i. Clearly marked and accessible emergency disconnects.
- ii. Adequate ingress and egress routes for emergency vehicles
- iii. Lock boxes or access systems for emergency personnel, as required.

##### c) Emergency Response Information and Training

The Company shall provide all contracted fire departments with updated site diagrams, contact information, system shutoff procedures, and relevant emergency protocols. The Company shall offer each fire department at least one on-site walkthrough or orientation session prior to system commissioning, and annually thereafter upon request, at no cost to the Town or fire departments.

##### d) Ongoing Communication

System Operators must notify the Town and all affected fire departments in writing of any significant modifications to the site layout, access routes, or emergency systems within thirty (30) days of such changes. Updated emergency materials must be provided upon request.

#### Section 11.3 Tier 4 Systems – Enhanced Emergency Planning

For Tier 4 Solar Energy Systems, the Company shall submit a formal Emergency Response Plan (ERP) tailored to the site, reviewed in consultation with all contracted fire departments and the Town of Veteran Code Enforcement Officer. This plan shall be updated every three (3) years or upon any material change to system components or layout.

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## **ARTICLE XII – ROAD USE AND RESTORATION**

### **12.1 Compliance with Weight Restrictions**

The Company shall comply with Local Law of the Town of Veteran, A Local Law Limiting The Gross Weight of Motor Vehicles on Certain Towns, Highways and Roads.

### **12.2 Road Use Plan Required**

Prior to the commencement of construction or delivery activities, the developer shall submit a Road Use Plan for approval by the Town and the Town Highway Superintendent. This Plan shall identify:

- (a) All Town roads intended for use by construction-related traffic.
- (b) The anticipated frequency, size, and gross vehicle weights of such traffic, and
- (c) Any roads listed in Schedule "A" of Local Law A Local Law Limiting The Gross Weight of Motor Vehicles on Certain Towns, Highways and Roads for which a waiver is requested.

### **12.3 Road Condition Surveys**

In accordance with Local Law Pertaining to Professional Services Reimbursement, the Company shall reimburse the Town for the cost of engaging professional consultants to conduct:

- (a) A Pre-Construction Road Survey documenting the condition of all Town roads identified in the Road Use Plan; and
- (b) A Post-Construction Road Survey to assess any damage or degradation resulting from project-related traffic.

### **12.4 Road Repair and Restoration**

The Company shall be fully responsible for the repair, reconstruction, and/or restoration of any Town road damaged by its operations. Repairs shall restore affected roads to a condition equal to or better than the documented pre-construction condition, subject to the review and approval of the Town Highway Superintendent.

### **12.5 Bonding Requirement**

Prior to the commencement of construction, the Company shall post a road use bond in an amount to be determined by the Planning Board, in consultation with the Town Highway Superintendent. This bond shall serve as security for the full performance of the Developer's obligations under this Section, including road repair and restoration.

### **12.6 Oversight and Enforcement**

The Town shall retain the right to inspect, monitor, and enforce compliance with this Section throughout the life of the Project. Any violation of Local Law; A Local Law Limiting The Gross Weight of Motor Vehicles on Certain Towns, Highways and Roads, or of the terms set forth in this Section, shall constitute a material breach of this Agreement and may result in the suspension of work, forfeiture of the road use bond, and/or other enforcement actions as allowed by law.

### **12.7 Reimbursement of Town Expenses**

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All costs incurred by the Town in connection with road use planning, inspection, enforcement, legal review, engineering, or any related professional services shall be paid by the Company pursuant to Local Law 1 of 2010; A Local Law Pertaining to Professional Services Reimbursement.

12.8 No Waiver of Local Authority

Nothing herein shall be construed as a waiver of the Town's rights under A Local Law Limiting The Gross Weight of Motor Vehicles on Certain Towns, Highways and Roads, or any other applicable law. The Town retains full authority to revise road use restrictions, issue citations, and enforce municipal codes to protect public infrastructure and the health, safety, and welfare of Town residents.

**ARTICLE XIII – NOTICES**

Section 13.1 Method of Delivery

Any notice, demand, request, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed properly given if delivered personally, sent by certified mail (return receipt requested), sent by nationally recognized overnight courier service (with proof of delivery), or sent by email (for routine communications only; formal legal notices must be delivered by one of the foregoing methods).

Section 13.2 Effective Date of Notice

Notices shall be deemed effective upon the date of receipt or refusal of delivery. Notice by email shall be effective only upon written confirmation of receipt, which may include an affirmative reply or other acknowledgment from the receiving Party.

Section 13.3 Notice Addresses

All notices required or permitted to be given under this Agreement shall be addressed as follows:

If to the Town:

Town of Veteran

Attn: David Lewis, Town Supervisor

4049 Watkins Road

Millport, New York 14864

Optional: Town Email for routine communications

If to the Company:

Company Name \_\_\_\_\_

Attn: Company Representative Name and Title \_\_\_\_\_

Company Address \_\_\_\_\_

Company Email for routine communications \_\_\_\_\_

Each Party may change its designated address by providing written notice of such change to the other Party in accordance with this Article.

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## **ARTICLE XIV – GENERAL PROVISIONS**

### **Section 14.1 Governing Law and Venue**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the Supreme Court of the State of New York, Chemung County, and the Parties hereby submit to the jurisdiction of said court.

### **Section 14.2 No Waiver**

No waiver by either Party of any default or breach of this Agreement shall be deemed a waiver of any subsequent default or breach. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or any other provision.

### **Section 14.3 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

### **Section 14.4 Entire Agreement**

This Agreement, including all attached Exhibits and Appendices, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

### **Section 14.5 Amendment**

No amendment or modification of this Agreement shall be valid or binding unless made in writing and executed by both Parties.

### **Section 14.6 Further Assurances**

The Parties agree to execute and deliver such further documents and take such further actions as may be reasonably necessary to carry out the provisions and intent of this Agreement.

### **Section 14.7 Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

### **Section 14.8 Counterparts and Electronic Execution.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The Parties agree that signatures transmitted electronically or by scanned PDF shall have the same force and effect as original signatures.

## **ARTICLE XV – SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have executed this Host Community Agreement as of the date first written above.

TOWN OF VETERAN

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

Name: David Lewis

Title: Town Supervisor

Date: \_\_\_\_\_

Company Name

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

Name: Authorized Representative Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

