Town Board Meeting Agenda
August 13, 2026 7:00 pm Rev 1 Rev 2

Pledge of Allegiance

Roll Call

Audit of the Bills

Minutes: 09-JUL-2026

Petitions and Communications

Planning Board Report

Zoning Board of Appeals Report

Code Enforcement Officer Report[1]

Comprehensive Plan Committee Report

Supervisor Report[1]

Clerk Report[1]

Highway Superintendent Report[1]

Public Comment

Motions to place Public Comment Topics on the New Business portion of the Agenda

Resolutions

1. Resolution Authorizing a Revised Wedge Solar Decommissioning Agreement
2. Resolution – Modify 2026 Budget – Close Out Capital Project
3. Tabled Resolution to Utilize the Professional Services Local Law for Developing a Wedge Solar Decommissioning Agreement
4. Tabled Resolution Regarding a Road Use Agreement for the Mitstifer Mine Special Use Permit

OLD BUSINESS:

1. Public Meeting Streaming Project — Phase 1 Update and Authorization
    a. Resolution to Accept Proposals
2. Sale of parcel 40.00-2-3
3. Town of Veteran Mining Moratorium
    a. Introduction
    b. Resolution
    c. Draft
    d. Redline Comparison to BESS Moratorium
    e. Setting Public Hearing
4. Budget Officer Quarterly Budget Presentation
5. HRMP and RUA for Mitstifer Mine Project

NEW BUSINESS:

1. Amendment to Rules of Procedure - Section 7
2. Town Web Contract Process Review

Adjourn

[1]The Town Board may act to accept these reports by simple resolution.

Regular Town Board Meeting
July 9, 2026 7:00 PM

Pledge of Allegiance:
Supervisor Lewis called the meeting to order at 7:00 pm with the Pledge of Allegiance.

Roll Call:
Supervisor D. Lewis, Councilpersons M. DeMichele, F. Henke, J. Emanuel, W. Wolf, Town Clerk J. Reese.

Others Present:
Residents C. & T. Edwards, D. Peters, M. Little, S. Mitstifer, W. Mitstifer, J. Zawko, K. & K. Hansen, C. & M. &. D. Austin, D. Hable, ZBA Members C. Champlin, T. Roe, ZBA Chair V. Azzarelli, Code Enforcement Officer K. Ripley, Highway Superintendent C. Rhodes.

Presentation-Granicus (Full Service Video Provider):
Walter and Brian from Granicus gave a presentation highlighting their services. Veteran priorities include modern hardware and infrastructure, ADA captioning, reducing staff dependence, implementing live streaming, transparency and resident access. There are different prices depending on meeting tiers. There is no speaker identification on transcript. They archive meetings.

Audit of the Bills:
Motioned by Henke, seconded by Emanuel to pay the bills.

General Fund-Townwide/Part Town A/B	122-153	$28,373.91
Highway Fund-Townwide DA	67-72, 74, 75	$69,646.42
Highway Fund-Part Town DB	73	$115,171.49

Ayes: Henke, Emanuel, Wolf, DeMichele, Lewis NAYES: None
Motion Carries 5-0

Minutes: 11-JUN-2026
Motioned by Henke, seconded by Emanuel to accept the minutes from June.
Motioned by Winston to re-word the minutes from June to say the Town Web contract was a new 3-year contract not a renewal.
Motioned by Henke, seconded by Emanuel to accept the June minutes with the suggested change by Councilman Wolf.
AYES: Emanuel, Wolf, DeMichele, Henke NAYES: Lewis
Motion Carries 4-1

Petitions and Communications:
Motioned by Lewis, seconded by Henke to open Petitions and Communications.

- Chemung County Office of the Aging mailing
- Pipeline Safety resources notification
- New York Association of Towns platform agenda for the upcoming meeting

- Association of Towns Bill of Rights
- Notice from Charter Communications Baby TV is discontinuing its service August 1, 2026
- Sheriff Report June 2026
- Dog Control Report June 2026; animal cruelty calls need to go to law enforcement

Planning Board Report:
Motioned by Lewis, seconded by Henke to hear the Planning Board Report.
Planning Board Member C. Edwards-

- Meeting held July 6, 2026
- Veteran Hill Solar Project is moving along, few holdups include Stormwater plans, 3-D modeling and Fire department approval
- Work on Host Agreement and Decommissioning Plan at next meeting
- Public Hearings will be scheduled once all the information comes in
- Discussing where egress will be to the solar project, a few road curves near that proposed entrance and flaggers have been requested to slow people down on those curves as they navigate Veteran Hill; waiting for feedback from the Highway Department

Zoning Board of Appeals Report:
Motioned by Lewis, seconded by Emanuel to hear the Zoning Board of Appeals Report.
Chairman V. Azzarelli-

- Meeting scheduled August 17, 2026 at 7:00 pm
- Plans include discussing recent training and documentation regarding zoning and code law and the state ZBA law

Code Enforcement Officer Report:
Motioned by Lewis, seconded by DeMichele for the presentation and acceptance of the Code Enforcement Officer Report.
CEO K. Ripley-

- On Monday annual inspections for Airbnb will be concluded, waiting on payments
- 4 & 10 Johnson Hollow Rd., 4901 Pinecrest Rd. and 82 Stonecroft Dr. 509 Parrott Rd. have mowed
- 18 Fairway Lane, 147 & 500 Middle Rd, and 3672 Watkins Rd. were force mowed; the fees will be applied to Town and County taxes for 2027
- 509 Parrott Rd., 85 E. Sullivanville Rd. and 4540 Watkins Rd. cited for excessive garbage
- Bench warrant for 2015 NYS Route 13 on a garbage citation with 2 missed court appearances
- 79 Old Sullivanville Rd., was cited for excessive garbage, pled guilty and paid the fine but did not clean up. New ticket issued for same problem
- 1748 NYS Route 13 built a garage over a neighboring property, the survey is completed and they are working on a resolution

AYES: Wolf, DeMichele, Henke, Emanuel, Lewis NAYES: None

Motion Carries 5-0

Comprehensive Plan Committee Report:
Motioned by Lewis, seconded by Emanuel to hear the Comprehensive Plan Committee Report.
Chairman M. DeMichele-

- Meeting for July 13, 2026 is canceled, next meeting is August 10, 2026

Citizens Advisory Committee Report-Planning Board Vacancies-
Motioned by Lewis, seconded by Henke to open the Citizens Advisory Committee Report regarding the planning board vacancies.
Committee member M. DeMichele-

- 2 (two) vacancies
- 2 (two) letters of interest, reached out to 3 (three) previous interested parties waiting to hear back
- Once receive feedback interviews will be scheduled; deadline is middle of next week and go from there

Board of Ethics Recommendation Committee Report:
Motioned by Lewis, seconded by Emanuel to open the Board of Ethics Recommendation Committee Report.
Committee Member M. DeMichele-

- 2 (two) vacant positions
- 5 (five) interested parties
- Need to schedule a date and time with other committee members

A general discussion was held by the board. There was concern not all members appointed to a board followed the same appointment process.

Resolution 70 of 2026
Relative to Dissolve Citizens Advisory Committee and Board of Ethics Recommendation Committee

Motioned by: Wolf Seconded by: DeMichele

Motioned to dissolve the Citizens Advisory Committee and the Board of Ethics Recommendation Committee and the Town Board will interview candidates and make appointments as needed to the Zoning Board of Appeals, the Planning Board and the Board of Ethics.

A discussion followed by the board.
AYES: DeMichele, Henke, Wolf NAYES: Emanuel, Lewis
Motion Carries 3-2

Supervisor Report:

Motioned by Lewis, seconded by Emanuel for the presentation and acceptance of the Supervisor Report.
AYES: Henke, Emanuel, Wolf, DeMichele, Lewis NAYES: None
Motion Carries 5-0

Clerk Report:
Motioned by Lewis, seconded by Emanuel for the presentation and acceptance of the Clerk Report.
AYES: Emanuel, Wolf, DeMichele, Henke, Lewis NAYES: None
Motion Carries 5-0

Highway Superintendent Report:
Motioned by Lewis, seconded by Henke for the presentation and acceptance of the Highway Superintendent Report.
Superintendent Rhodes-

- Town barn phone has not been working, plans for internet phone in the works
- Renovus to come and work on the black box which is affecting the phone line
- Dust oil is finished
- Mowing has started
- New hire K. Thrall
- Assisted Town of Catlin with gravel work; they lost their town barn to a fire July 7, 2026, Town of Veteran Highway will continue to assist as they can
- Completed placing driveway pipes
- Construction on Middle Rd. on creeks that drain into Catherine Creek, Soil and Water has a large grant for Millport and projects down there; anything to do with pipes and the like

AYES: Wolf, DeMichele, Henke, Emanuel, Lewis NAYES: None
Motion Carries 5-0

Public Comment:
C. Edwards-Parrott Rd.-

- Concerns regarding red line versions of Wedge Decommissioning Agreement that come from the Town Attorneys, and the board fails to pass it.
- Concerns regarding Mitstifer Mine Road Use Agreement that the board instructed the Supervisor and legal team to negotiate with the Austin family and then fails to pass by the board with no solutions offered on what changes to make for it to pass.
- Mining Moratorium seems ridiculous as Veteran is a right to farm community, be it above or below the ground.
- Applicants went through conditional use permitting process, DEC was involved
- Frustrated because applicants have to wait for months for an agreement and it never comes.

M. Little-E. Sullivanville Rd.-

- Road Use Agreement that was put forward had no restrictions on it, no hours or times

- Resolutions fail because discussions do not happen beforehand, discussions need to occur for the board to make a decision.
- Board members have the right to stop something if it isn't good for the townspeople.
- People on East Sullivanville Road need protection.
- When a little well went in there were approximately 125 families in the whole area that were in a group to receive royalties; will there be royalties from Mr. Austin's gravel pit for everybody around the area?

T. Roe-NYS Route 13-

- The town has laws that can be enforced; if forced mowing can happen, why is there no forced clean up?
- Current situation, (junk), down the road has been going on for quite a while.
- The town is making laws and not enforcing them so why is time being wasted by boards and committees?

M. Austin-Mitstifer Mine Owner/Operator-

- They paid for the road study over 2 (two) years ago.
- They accepted the town lawyers Road Use Agreement.
- When the Town Board voted it down the members were voting against their lawyers.
- The board members and lawyers have done nothing to this point.
- The application process began in 2021, they have been very patient, the town board has not rushed to get anything done for the Austins.
- No threats or comments have been made by the Austins.
- They have been more than agreeable to abide by the laws, working with the town hours posted through the town's conditional use permit.
- DEC issued the permit because the board could not decide, the permit is in hand, and they have not used it to start mining.
- Hopeful the board will decide.

T. Edwards-Parrott Rd.-

- Thankful to the board for pursuing the speed limit change on Parrott Rd, hopeful it will go through.

T. O'Brien-Fairway Lane-

- Has a question for Granicus on the presentation-How many of their clients are New York based to follow the open meetings law in New York and the record requirements; should remote people be able to call in with comments and there needs to be control over it should some things get out of control.
- The ethics board requires one of the members to be an elected or appointed municipal official and he fulfills that role.

D. Hable-Benjamin Rd.-

- There was a deadline on the website of June 30 for letters of interest for candidates for planning board members followed by interviews; now there are lines out waiting for response from others.
- 3%-5% of the Mitstifer Mine is in the Town of Veteran, the Town will take on a burden of 95% of the trucks and the town is not getting anything back.
- Dump trucks will run 5 days a week, farm equipment runs for 2 (two) seasons.

C. Champlin-Ridge Rd.-

- Solar field is 10'-12' off his property line, all that is visible from back of his home; fence or shrubbery will be erected
- Improvements can be made on solar laws, building codes within the town
- NYS property depreciates when solar is within view or within a ½ mile anywhere from 1.5%-3%.
- In the Town of Veteran, it should be considered to give those neighbors or people with a view of a solar field a tax break because of lower resale values.
- How is solar great for our community?
- Moving forward the town should consider some options for those living by or looking at solar fields from their homes as they have invested to stay in the community.

K. Hansen-Banjamin Rd.-

- Having multiple dump trucks going by daily will screw up why they live where they live.
- The 1.2-mile section of Benjamin Rd. has nothing either way.
- They appreciate nature around where they live.

W. Mitstifer-E. Sullivanville Rd.-

- 3 (three) gas wells and a cell tower established on E. Sullivanville Rd. with big trucks running for many months for all these projects with no complaints from anyone.
- The gravel pit shouldn't be an exception, Austins have a right to use the roads, it's legal and they are being held up for an eighth of a mile.

V. Azzarelli-Clubhouse Dr.-

- For 2 (two) years he has brought to the board that the code law does not align with the state law and it's been ignored; will be addressed at ZBA meeting
- Multiple fire department people have shared that people in the Town of Veteran have sent letters denying use of their pond for water for a fire; to use a pond there has to be a contract with the fire department and the town, it has to be approved and there has to be a plan.
- Resolutions set the tone for everyone, outlines requirements, what needs to be discussed and once opened things can change within a resolution; you can table a resolution, you can appoint or task someone to do the work to change it and provide information.
- Streaming during COVID there was a law that if an elected member of the board went out of town and wanted to talk then you have to let everyone know you are watching it and where you are watching it and they can come and participate; if you're not there as an elected official then no one can participate.
- You can record the meeting and post it the next day, it's cheaper.

Resolutions:

Resolution 71 of 2026
Relative to the Odessa Fire District Formation

Motioned by: Lewis Seconded by: Emanuel

WHEREAS the Town of Veteran participated in joint meetings and a public hearing in 2024 and an additional meeting in 2025 regarding the formation of a Fire District for the

areas encompassing a Fire Protection District having contracted with the Village of Odessa, and

WHEREAS there is a revived initiative to form a Fire District to include one of the Town of Veteran's Fire Protection Districts, and

WHEREAS the effort required in the formation of a Fire District is necessarily restarted any time a participating municipality joins or drops out of the process,

NOW THEREFORE BE IT RESOLVED, that the Town of Veteran hereby desires to participate in the process for the formation of the Odessa Fire District to generally include areas of the Town of Veteran currently serviced through a Fire Protection contract with the Village of Odessa, and

BE IT FURTHER RESOLVED, that the Town of Veteran shall participate in the Joint Meetings and Public Hearings regarding the formation of the Fire District.
AYES: DeMichele, Henke, Emanuel, Wolf, Lewis NAYE: None
Motion Carries 5-0

Resolution 72 of 2026
Relative to Requesting a New York State Department of Transportation Speed Limit Reduction for Parrott Road

Motioned by: Emanuel Seconded by: Henke

WHEREAS, New York State Vehicle and Traffic Law, Chapter 71, Title 8, Article 37, Section 1622 authorizes a Town Board, in conjunction with the County Superintendent of Highways, to request that the New York State Department of Transportation establish a maximum speed limit of not less than twenty-five (25) miles per hour on eligible highways; and

WHEREAS, Parrot Road in the Town of Veteran is an unpaved town road connecting two sections of State Route 13 and serves only nineteen (19) residential properties; and

WHEREAS, despite serving a limited number of residences, Parrot Road experiences a disproportionately high volume of non-local traffic using the roadway as a connector between sections of Route 13; and

WHEREAS, Parrott Road is frequently utilized as an Emergency Detour of State Route 13 during Motor Vehicle Accidents that force the temporary closure of State Route 13; and

WHEREAS, residents have observed frequent instances of motorists, especially detoured motorists, traveling at excessive speeds and operating vehicles in an unsafe

manner, particularly while navigating the roadway's curves, hills, and limited-sight distances; and

WHEREAS, many residential homes are situated in close proximity to the roadway, with normal residential activities, including pedestrian movement, mail delivery, driveway access, and other neighborhood activity occurring adjacent to both sides of Parrot Road; and

WHEREAS, the combination of excessive vehicle speeds, significant through traffic, the unpaved roadway surface, and residential development creates a substantial public safety concern for the residents and visitors of Parrot Road;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Veteran hereby requests that the New York State Department of Transportation establish a maximum speed limit of forty (40) miles per hour on the entirety of Parrot Road within the Town of Veteran, or such lower speed limit as the Department determines appropriate based upon its engineering evaluation and traffic investigation; and

BE IT FURTHER RESOLVED, that the Town Supervisor, David Lewis, is hereby authorized and directed to work with the Chemung County Highway Superintendent in submitting a joint request to the Regional Office of the New York State Department of Transportation for the additional documentation necessary to support this request.

AYES: Henke, Emanuel, Wolf, DeMichele, Lewis NAYES: None
Motion Carries 5-0

RESOLUTION 3 of 2026
Relative to the DEC WQIP Grant Application by Chemung County DPW for a Vacuum Truck

Motioned by: Lewis Seconded by: Emanuel

WHEREAS Nikole Watts of Chemung County DPW – Stormwater has requested a letter of support for the grant application process,

NOW THEREFORE BE IT RESOLVED, that the Town of Veteran hereby supports the grant application and authorizes and directs the Town Supervisor to indicate the same in completing the form letter requested and attached below.

To Whom it may Concern,

I am writing to express my strong support for Chemung County's application to the New York State Department of Environmental Conservation's Water Quality Improvement Project (WQIP) program.

The Chemung County Department of Public Works is seeking funding to replace an aging and outdated vacuum truck that is essential to its operations. This equipment plays a crucial role in maintaining and enhancing water quality throughout the region. It is a vital

asset in helping municipalities like ours meet the requirements of the Municipal Stormwater Management (MS4) program.
The (INSERT TOWN, VILLAGE or City) directly benefits from the services provided by this vacuum truck. A new, reliable vehicle will not only improve efficiency but also help ensure compliance with state and federal environmental regulations aimed at protecting our waterways.
As (Title of Highest Ranking Official) of the (INSERT Town, Village or City), I fully support Chemung County's application for this important equipment upgrade. Thank you for your consideration of this request.
Sincerely,
[Your Full Name]
(Title of Highest Ranking Official)
(Town, Village or City)
AYES: Emanuel, Wolf, DeMichele, Henke, Lewis NAYES: None
Motion Carries 5-0

Resolution 74 of 2026
Relative to Utilize the Professional Services Local Law for Legal Costs Associated with Developing a Wedge Solar Decommissioning Agreement
Motioned by: Lewis Seconded by: Wolf

WHEREAS the Town of Veteran Local Law #1 of 2010, Professional Services Reimbursement Local Law, allows for the reviewing board, in conjunction with an application for a special permit, to employ consultants, legal counsel, professional engineers, professional planners, or other qualified professionals to assist and advise in the review process with Town Board approval, and

WHEREAS the Town Board of the Town of Veteran has indicated a desire for the legal cost of the development of a Solar Decommissioning Agreement with Wedge Solar to be borne by the applicant

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Veteran shall invoke and exercise the provisions of the Town of Veteran's Local Law #1 of 2010 relating to the development of a Decommissioning Agreement with Wedge Solar and shall employ necessary qualified professionals in accordance with the Purchasing Policy of the Town of Veteran.

Discussion followed by the board members. At the time of application, the 2019 Solar Law was in effect. The Planning Board accepted the Decommissioning Plan that was submitted. A Decommissioning Agreement was formulated between the Town of Veteran attorneys and Wedge Solar that aligned closely with the Solar Law of 2025 and submitted to the Town Board for review. A proposal was made to employ a manager oversee renewals, reviewing and executing what is in the conditional permit to hold them accountable for what they are supposed to do.

Motioned by Lewis, seconded by Emanuel to table the resolution until such a time as this board can discuss the details of the professional services law and the Wedge Decommissioning Agreement with town council.
AYES: Wolf, DeMichele, Henke, Emanuel, Lewis NAYES: None
Motion Carries 5-0

Resolution 75 of 2026
Relative to a Road Use Agreement for the Mitstifer Mine Special/Conditional Use Permit

Motioned by: Lewis Seconded by: Emanuel

WHEREAS on December 1, 2025 the Town of Veteran Planning Board resolved that the Board does hereby approve of the Application for site plan review and issuance of a conditional use permit to Applicant for the operation of a mine as described in greater detail in the Application and supporting materials; and

WHEREAS the Planning Board had carefully considered the Application and relevant reports, recommendations and comments, and had recommended granting the Application subject to a list of conditions; and

WHEREAS this list included a detailed condition regarding a Road Use Agreement; and

WHEREAS this condition was:

Pursuant to Section 9.3 of the Zoning Law, a road use agreement by and between Applicant and the Town Board (the "Road Use Agreement"). Accordingly, the Planning Board is referring the terms and conditions of the aforementioned Road Use Agreement to the Town Board, with the need and terms and conditions of such, to be at the Town Board's sole discretion. As an additional consideration for the Town Board, the Planning Board recommends that the Road Use Agreement include, but not be limited to, the maintenance and repair of Benjamin Road pursuant to Applicant's haul route plan.

and

WHEREAS on April 6, 2026 the Town Board, through Resolution 55 of 2026, provided the necessary terms and conditions to be included in the construct and negotiation of a Road Use Agreement; and

WHEREAS a negotiated Road Use Agreement of conforming construct with Resolution 55 of 2026, was not approved by the Town of Veteran Town Board in its May 14, 2026 meeting; and

WHEREAS the Town Board, while having been asked on multiple occasions, has not provided guidance on the next steps for the applicant to pursue in obtaining the Road Use Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Veteran will not pursue entering into a Road Use Agreement relative to the current Mitstifer Mine Project.

Discussion by the board followed. The Austins would like to know what the next course of action is to reach a Road Use Agreement. The board members are not offering any solutions to reach an agreement. There are unanswered questions that were put to the town attorneys.

Motioned by Emanuel, seconded by Lewis to table the resolution to be included in a discussion with the town attorney.
AYES: Wolf, Emanuel, Henke, DeMichele, Lewis NAYES: None
Motion Carries 5-0

Resolution 76 of 2026
Relative to Engage the Town Attorney in a Privileged Meeting (Exempted from the OML) on Enumerated Topics
Motioned by: Lewis Seconded by: Emanuel

WHEREAS there are a number of issues within the Town of Veteran that would benefit from legal guidance in an effort to move those issues forward; and

WHEREAS there is a desire for the entire Town Board to hold a privileged meeting with the Town's Legal Team; and

WHEREAS this meeting would be excluded from the Open Meeting Law under §108(3) "any matter made confidential by federal or state law"; and

WHEREAS the advisory opinion of the Committee on Open Government, OML-AO-4622, dated May 5, 2008, specifically addresses this situation and upholds the exclusion; and

WHEREAS the logistics of such a meeting may have a significant financial consequence to the Town of Veteran; and

WHEREAS proper preparation for such a meeting can aid in meeting efficiency and flow

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Veteran shall hold a Privileged Meeting with the Town's Legal Team (BSK) to be scheduled by the

Town Supervisor at the convenience of councilpersons' schedules to obtain legal advice on the following enumerated topics

1. Wedge Solar Decommissioning Agreement
2. Wedge Solar Decommissioning Plan
3. Town of Veteran Zoning Law Section 9.3
4. Road Use Agreements
5. Mitstifer Mine Conditional Use Permit Status
6. Legal Engagement Protocol
7. Details on Legal Invoices

AND BE IT FURTHER RESOLVED, that all relevant legal questions to be addressed in the meeting be provided to the participating attorneys and board members at least 48 hours prior to the meeting; and

FINALLY BE IT RESOLVED that such meeting be attended virtually by the legal team, may be attended virtually by the Town Board, and Town Hall shall be made available for councilperson's wishing to attend collectively.

Discussion followed by the board.
AYES: Henke, Emanuel, Wolf, DeMichele, Lewis NAYES: None
Motion Carries 5-0

RESOLUTION 77 of 2026
Relative to Develop an Intermunicipal Agreement with the Village of Millport for Code Enforcement Officer Services

Motioned by: Lewis Seconded by: Emanuel

WHEREAS, the Village of Millport, NY is a municipal entity wholly within the Town of Veteran; and

WHEREAS, the Village of Millport does not participate in the New York State and Local Retirement System (NYSLRS); and

WHEREAS, the Town of Veteran participates in the NYSLRS; and

WHEREAS, Ken Ripley serves both the Village of Millport and the Town of Veteran in the capacity of Code Enforcement Officer; and

WHEREAS, there are certain advantages for the Code Enforcement Officer to have all municipal service hours and pay credited within the NYSLRS; and

WHEREAS, an intermunicipal agreement between the Town of Veteran and the Village of Millport for Code Enforcement Officer services may allow for those advantages to be realized by the Code Enforcement Officer; and

WHEREAS, an additional objective of such intermunicipal agreement would be for cost neutrality to the Town of Veteran between the current practice and the proposed practice under an intermunicipal agreement,

NOW THEREFORE, BE IT RESOLVED that the Town Board of the Town of Veteran hereby authorizes Town Supervisor, David Lewis, with the assistance of the Town Attorney to explore and, if appropriate, develop an Intermunicipal Agreement for services of the Code Enforcement Officer with the Village of Millport.

AYES: DeMichele, Henke, Emanuel, Wolf, Lewis NAYES: None
Motion Carries 5-0

Resolution 78 of 2026
Relative to the 2026 ESD Strategic Planning and Feasibility Studies Program Grant application by Chemung County for the Chemung Canal Trail Acquisition and Outreach Plan

Motioned by: Lewis Seconded by: Henke

WHEREAS Alison Herman of the Chemung County Planning Department has requested a letter of support for the 2026 ESD Strategic Planning and Feasibility Studies Program Grant Program; and

WHEREAS the Chemung County Planning Department will be seeking funding for the Chemung Canal Trail Acquisition and Outreach Plan

NOW THEREFORE BE IT RESOLVED, that the Town of Veteran hereby supports the grant application and authorizes and directs the Town Supervisor to indicate the same in completing and editing the form letter requested and attached (below) prior to the 7/29/2026 deadline.

Funding Opportunity: Strategic Planning and Feasibility Studies Program Grant
UEI: ZSPKQ36C6GD4
Applicant Organization Name: Chemung County
Application Name: Chemung Canal Trail Acquisition and Outreach Plan

To whom it may concern,

This letter is to express support for an application from Chemung County to the Empire State Development's Strategic Planning and

Feasibility Studies Program. An awarded grant will support the Chemung Canal Trail Acquisition and Outreach Plan, which will establish a course of action to address needed acquisitions and public buy-in for the Chemung Canal Trail Project.

The Chemung Canal Trail's alignment will cross 9 privately owned parcels, which complicates the trail's construction. To ensure the project is completed without delay, securing all involved right-of-way as soon as possible will be necessary. The ability to plan for the legal and administrative considerations specific to each parcel will allow the County to secure these acquisitions quickly, efficiently, and with the full understanding and support of each landowner. An outreach component will ensure all involved communities are fully aware of the project in its early stages and offer opportunities to be involved ongoing.

Once completed, the Canal Trail will be a significant economic asset. Recreational trails are a major driver of tourism, and the Chemung Canal Trail will connect to and support existing regional attractions like Eldridge Park and the Chemung County Fairgrounds. A new off-road trail will also provide a multimodal commuting opportunity for residents, especially in transit to and from the Southern Tier Logistics business park and other urban areas.

[PLEASE ADD INFORMATION HERE AS TO HOW THE PROJECT WILL BENEFIT YOUR ORGANIZATION]

As the [TITLE] of [ORGANIZATION], we understand this project will be an important step in the trail's construction, and that the completed project will further regional sustainability and economic vitality. We would like to extend our support for the Chemung Canal Trail Acquisition and Outreach Plan.

Respectfully,
[SIGN]
[NAME – TITLE]
AYES: Emanuel, Wolf, DeMichele, Wolf, Lewis NAYES: None
Motion Carries 5-0

Old Business:
1-Motioned by Lewis, seconded by Henke to open the discussion on the Video Streaming Update.
Councilman Wolf-

- Granicus gave their presentation-they offer a partially managed service that they run from behind the scenes; they offer support, they archive everything; Chemung County uses them; this company does not include hardware (camera and microphones)
- The cost is $14,000/year for service for 24 meetings in the Town of Veteran; obtain other proposals

2-Motioned by Lewis, seconded by Henke to open the discussion of the Sale of Parcel 40.00-2-3.
Supervisor Lewis-

- There is an appraisal and the town attorney will begin to work on this

New Business:
1-Motioned by Lewis, seconded by DeMichele to open the discussion on Middle Road Mine Findings.
Councilman Wolf-

- Spoke with C. Otis and he said the mine gets a 5-year renewal every 5 years, they have been around for 30 years; any other information would need to be obtained by a FOIL request
- The board is looking for information on this mine that would state the mine is grandfathered in to remain consistent with any other mine within the Town of Veteran
- Middle Road Mine was put in under a different zoning law

2- Motioned by Wolf, seconded by DeMichele to talk about the Mining Moratorium.
Councilman Wolf-

- Prepared a Draft Moratorium Law using a modified version of the BESS Law; it addresses the town zoning code requires amendment to bring it to conformance with the NYS law as it pertains to mining operations
- Adequate time is needed for review, public input and deliberation

Adjourn:
Motioned by Lewis, seconded by Emanuel to adjourn the meeting at 10:00 p.m.

Respectfully submitted,

Jenny Reese
Town Clerk

To: Town of Veteran Supervisor

From: Michael Zine -Town & Country FD. Board President

Date 7/16/2026

I would like to request that we open contract negotiations for the calendar year 2027. We are currently working on our 2027 proposed budget for the fire dept. and should have this completed by August 1, 2026.

Once completed, I will contact you for further discussions on the contract.

Thank you,

Michael Zine

Proposed 2027 budget highlights for Town & Country Fire Dept.

Payroll: Payroll increased to reflect what other Departments are paying their employees for employee retention. Also, in the payroll budget we are accounting for Sick time that all employees accrue. Sick time is mandated by New York State. 1 hour of sick time for every 30 Hours worked. Our audit company recommended it because we are liable for this.

Building Maintenance: Each year we plan on building maintenance requirements to keep it updated. As you all know, materials and labor pricing increases every year. Over the last 2 years we have replaced the roof on the main station with a metal roof. Slightly more cost than shingles but has a 40-year warranty. This year we had the main station painted.

Truck Maintenance: As our trucks get older, with many of them having electronic components, parts and labor have increased. Our newest engine was purchased in 2019 for $586,000. Today that same truck is listed at $950,000 and has a waiting period for delivery of 2 years. All trucks need to have pump testing yearly and NY state inspection.

Utilities: All utility costs over the last 2 years have increased dramatically, especially natural gas and electricity.

Software: Computer software for the Secretary/ Treasure Increases every year. Also, mandated software required by the state of New York changes for Fire /EMS reports which we must purchase.

Fire Fighter Safety: Requirements for Fire Fighter Safety are always being updated. If a new requirement is mandated, we must follow the mandates which always cost us. Interior Fire Fighting gear now has a life limit and must be replaced. Several years ago, we instituted a replacement cycle for this gear. One set of gear has increased in price from around $2400 a set to now $3800.

Hose and ladder testing: Mandated hose, ground ladder and airiel testing are required on a yearly basis. These costs have risen yearly due to labor cost and replacement costs for failed equipment.

Hopefully, this information provides you with the reasons why our budget needs to increase on a yearly basis.

2026 PROPOSED BUDGET 07 15 2025	ACCOUNT	2027
INCOME		
CONTRACTS		
HORSHEADS	4-1020	603087
VETERAN	4-1030	93800
TOTAL CONTRACTS	**4-1000**	**696887**
OTHER INCOME4-2000		
DONATIONS	4--2010	2000
BOTTLE & CAN INCOME	4--2040	25000
FAIR	4--2050	650
TOTAL OTHER INCOME	**4--2000**	**27650**
RESTRICTED FUNDS		
FOREIGN FIRE MONIES	**04--3010**	
INSURANCE SAFETY REFUND	**04--4010**	**12700**
RESTRICTED FUNDS EMS NYDOH	**04--5010**	
INTEREST INCOME		
CCTC CHECKING GENERAL FUND	8--1001	250
MEMBERSHIP CCTC	8--1005	25
INTERST FFI CCTC	8--1010	12
NYCLASS GENERAL FUND INTEREST	8--1020	7500
NYCLASS MEMBERSHIP FUND INTERST	8--1030	3000
PAYROLL CHECKING CCTC	8--1040	35
INTERST OTHER	8--1000	178
NYCLASS GENERAL SAVINGS INTEREST		6000
NYCLASS FFI INTEREST		0
NYCLASS TRUCK FUND INSTERS		3000
TOTAL INTERST INCOME		**20000**
PRIOR YEAR BOTTLE & CAN MEMBERSHIP FUNDS		
TOTAL INCOME		**757237**
GROSS		
EXPENSES		
PAYROLL		
5--1005 PAYROLL NET	5-1005	
MILEAGE REIMBURSEMENT	5--1006	
ADMIN FEES	5--1010	

SS	5--1020	
MED	5--1030	
NYS UEI	5--1050	
NYS REHIRE FEES	5--1060	
PFL PAID BY EMPLOYEES	5--2702	
PAYROLL OTHER	5--1000	
TOTAL PAYROLL		**305000**
SEWER TAX		**400**
INSURANCE		
W C INS	**6-1010**	46000
GENERAL LIABILITY	6-1020	200
VEHICLES	6-1040	13000
HEALTH	6-1050	
LIFE	6-1060	5100
NYS DBL PD BY EMPLOYEE	6-1070	1000
ACCIDENT	6-1080	1500
CRITICAL ILLNESS	6-1085	1940
PROPERTY IINS	6-1100	26000
TOTAL INSURNCE	**6-1000**	**94740**
NEW TRUK 2026 BUDGET FUND		
VEHICLE REPAIR & MAINTENANCE	6--2000	
	6--1632	13000
	6--1633	6000
	6--1634	11000
	6--1651	16000
	6--1661	5200
	6--1671	1500
	6--1672	1500
	6--1681	1200
	6--1682	2500
	6--2000 TRAILER	55
	6--BOAT	54
	6--OLD 20	1205
	6--2000	786
TOTAL REPAIRS & MAINTENANCE		**60000**
MECHANIC	6--2010	
TOOLS	6--2012	750
SHOP SUPPLIES	6--2013	250
TOTAL MECHANIC	**6--2000**	**1000**
VEHICLE SUPPLY	6--2020	
SOAP / CLEANERS	6--2021	100
OIL, GREASE, ETC	6--2022	100

FUEL	6--2023	8000
TOTAL VEHICLE SUPPLY	**6--2020**	**8200**
BLDG REPAIR & MAINENANCE	6--3000	
BLDG REPAIR SUPPLIES EQUIP	6--3005	3000
ELECTRICAL	6--3010	8000
plumbing	6--3011	2000
STRUCTURAL	6--3012	10000
CLEANING SUPPLIES	6--3013	
HEATING SYSTEM	6--6014	3000
BLDG REPAIR MAINTENANCE OTHER	6--3000	
TOTAL BLDING REPAIR & MAINTENANCE	**6--3000**	**26000**
JANITORIAL SUPPLIES	**6--3014**	**200**
PROPERTY MAINTENANCE	6--3020	
MOWING LANDSCAPIINT	6--3030	5000
PROPETY MAINTENANCE OTHER	6--3020	25000
PARKING LOT/SEAL COATING CONCRETE		
TOTAL PROPERTY MAINTENANCE	**6--3020**	**25500**
BLDING SECURITY	**6--3100**	**2500**
UTILITIES	6--4000	
ELECTRIC	6--4010	8000
GAS	6--4020	13000
WATER	6--4030	500
PHONE, INTERNET	6--4040	5500
GARBAGE	6--4050	750
TOTAL UTILITIES	**6--4000**	**27750**
PREOFESSIONAL FEES	6--5030	
ATTTORNEY	6--5010	1000
ACCOUNTANT (AUDIT)	6--5020	11000
PROEFESSIONAL FEES OTHER	6--5000	
TOTAL PROFESSIONAL FEES	6--5030	**12000**
TRAINING INSTRUCTORS	6--5030	2000
CLASS FEES/EDUCATIN	6--5040	500
TOTAL TRAINING CLASS FEES EDUCATION	6--6--5030	**2500**
GEAR & EQUIPMENT	6--6000	
GEAR/ EQUIPMENT	6--6004	6500
GEAR EQUIPMENT MAINTENANCE	6--6005	1000
PPE	6--6010	23000

REPAIR MAINTENANCE PPE	6--6011	4000
TOTAL PPE GEAR	6--1010	
AIRPACKS	6--6050	0
REPAIR MAINTENANCE	6--6055	3600
AIRPACKS OTHER BATTERIES	6--6050	1000
TOTAL AIR PACKS	6--6050	4600
EXTINQUISHERS	6--6060	**2700**
TOTAL GEAR/EQUIPMENT MAIN	6--6000	**46400**
UNIFORMS DRIVERS	6--6022	2500
UNIFORMS - OTHER	6--6020	500
TOTOAL UNIFORMS	**6--6020**	**3000**
MEMBESIP	6--6040	
PHYSICALS	6--6045	4500
RECRUITMENT RETENTION	6--6046	500
PROGRAM EXPENSES	6--6047	500
MEMBERSHP OTHER	6--6040	1000
TOTAL MEMBERSHP	**6--6040**	**6500**
EMS	**6--6080**	**2500**
HOSETESTING	**6--6080**	**6200**
LADDER TESTING	**6--6100**	**1000**
OFFICE	6--7000	
FURNINTURE	6--7010	
COMPUTR PRINTERS	6--7020	450
SOFTWWARE	6--7030	12000
POSTAGE	6--7041	450
SUPPLIES OTHER	6--7040	2200
OFFICE	**6--7000**	**15100**
GIFTS	6--8010	
MEALS/SUPPLIES	6--9000	
DRINKING WATER	6--9010	540
TRAINING MEETINGS CALLS	6--9020	200
COFFEE/SUPPLIES	6--9040	750
SUPPLIES	6--9050	400
MEALS OTHER	6--9000	0
TOTAL MEALS SUPPLIES OTHER	**6--9000**	**1890**

FAIR EXPENSES	**6--9056**	**700**
BOTTLE & CAN EXPENSES	**6--9070**	**750**
MISC EXPENSES	7--1000	
EMS FUND EXPENSES	7--3052	
LATE FEES	7--7020	
MISC EXPENSES --OTHER	7--1000	100
TOTAL OTHER EXEPNESE	**7--1000**	**100**
DUES & SUBSCRIPTIONS	**7--2000**	**750**
AWARDS	**7--3000**	**100**
FIRE PREVENTION OLPEN HOUSE	**7--3010**	**650**
TOTA FIRE PREENTSIL	**7--3015**	
DONATIONS & GIFTS	**7--3020**	**0**
FOREIGN FIRE EXPENSES	**7--3051**	
BANK FEES/INTEREST FEES	**7--7040**	**0**
TRUCK FUND		**26000**
CAPITAL FUND		10752
TRUCK LOAN PAYMENT		**69056**

TOTAL EXPENSES	757238

Veteran Call Sheet & Report - July 2026

Call	Date
Loose dog on Middle Rd. - Dog is owned by a person renting a Air B&B - Advised dog owner of the local at large law - Gave warning.	7/5/2026
Dog found on State Rte. 14 - Impounded - Owner found and dog redeemed the same day.	7/11/2026
Barking dogs on Clair St. - Advised the dog owner and complainant of the local barking law & 10 day barking law - Also gave the dog owner 2 weeks to have dogs licensed - Tickets Pending	7/24/2026

Number of Article 7 calls	3	Number of Tickets issued	0
Number of Article 26 calls	0	Number of Impounded Dogs	1
Number of Wildlife calls	0		
Number of Court case appearances	0	Humane Custody Hold	0

Southern Tier Animal Control Inc.
320 Crane Road
Elmira, NY 14901

Joel Pearson, DCO #1
southerntieranimalcontrol@gmail.com
Cell: 607-333-0563

SHERIFF OF CHEMUNG COUNTY

203 William Street
P.O. Box 588
Elmira, New York 14902-0588
Administrative Office: (607) 737-2987 Fax: (607) 737-2930

WILLIAM A. SCHROM
Sheriff

DOUGLAS W. HOUPER
Undersheriff

VETERAN TOWN RESIDENTIAL STATISTICS

Date: July 2026

Category	Number
Incident Reports	67
Uniform Traffic Tickets	6
Parking Tickets	0
Traffic Stops	19
Traffic Accidents handled	1
Code Enforcement Violations	0
Felony Arrests	0
Misdemeanor Arrests	1
DWI Arrests	0
Violation Arrests	0

Submitted by: Simona Bermingham, CCSO Records Clerk

Town of Veteran Planning Board

August 3rd, 2026

OPENING OF MEETING:

The Planning Board meeting was conducted on August 3rd, 2026.

ATTENDANCE:

Jeremy Ackerman

Carol Edwards

Nicholas Curren

Richard Winkky

David Adams

Jennifer Vanetten - Secretary

Kenneth Ripley – Code Officer

Winston Wolf - Councilman

Elizabeth Weatherby – Dynamic Energy

Dominic Peters – Local resident (State Route 13)

Dan Hable - Local resident (Benjamin Road)

Melissa Hable – Local resident

Marlene Little – Local Resident (Sullivanville Road)

PUBLIC HEARINGS:

No public hearings.

READING OF MINUTES:

Nick Curren said that the phrasing "Nick made a motion to close the meeting" should have been written instead of "Nick made a motion to close Old Business" under Old Business in the last meeting minutes.

Nick made a motion to accept the minutes from the last meeting. Carol seconded the motion. Jeremy, Carol, Nick, Richard were all in favor. David Adams abstained. Carried.

PUBLIC COMMENT:

Members of the public asked questions about the materials of the solar panels.

The materials in the solar panels will be discussed during Old Business.

David made a motion to close Public Comment. Nick seconded. All in favor. Carried.

NEW BUSINESS:

An application was submitted by Bomak Construction for a storage facility to keep their own equipment safe. All the information has not been fully submitted yet. This application will be further discussed in a future meeting.

OLD BUSINESS:

Veteran Hill Solar Project

The materials for the solar panels and environmental impact were discussed.

The approval of the project is waiting for the completion of the tree survey, the 3D model, a written fire department approval, etc.

Carol made a motion to schedule a hearing for September 14th at 6:30 PM. David seconded it. All in favor. Carried.

David made a motion to close old business. Carol seconded the motion. All in favor. Carried.

CLOSING OF MEETING:

R. Winkky made a motion to close the meeting. Jeremy seconded. All in favor. Carried.

NEXT MEETING:

September 14th, 2026, at 7 PM.

STATE OF NEW YORK **TOWN OF VETERAN** COUNTY OF CHEMUNG
Building Department
Office of Code Enforcement
PO Box 183
4049 Watkins Rd
Millport, NY 14864
Tel 607.742-9645 — Fax 607.739.8371

Re: Code Enforcement Summary Report month July 02th, 2026, to August 13th, 2026

Hon. David Lewis and Town Board

Code Training Fire Academy	MONTHLY NUMBERS	YTD NUMBERS	COMMENTS
Certificate of Compliance/Occupancy	3	109	
Complaints/Violations –	3	10	
Properties posted for unfit for living.		4	
Open Cases Open Violation, also properties sited	6		1. 2015 NYS Route 13 (garbage ticket) Ther is a bench warrant issued 2. 509 Parrott Road garbage. Sited again 3. 4540 Watkins Road (garbage ticket) PENDING 4. 79 old Sullivanville Rd (Garbage) Sited again also for open burning. 5. 1748 NY State Route 13 Garage built over the property. The property owner has had the survey completed. Still on

			going. 6.630 Terry Hill Rd. was sited. 7. Permits for tier one solar 3
Inspections / Site Visits	23		
Permits	7	46	For the year 2026
Phone Calls	47		Phone calls are made and received.
Appearance tickets issued	2	8	
Fires/ call outs by the fire dept.	0	2	
Code training		2	Feb 2026 code training in NYC Code training in Rochester March 2026 **COMPLETED for the 2026**
Value of construction in the Town for the month from building permits --- Projects on the planning board	--- 	--- 	--- 1.Veteran Hill Solar 2. 3610 Watkins Road Business storage. 3. Terry Hill minor subdivision

NOTE All required reports for the State and Federal government have been completed and submitted.

Respectfully Submitted,
Ken Ripley
Building Inspector/Code Enforcement Officer
Town Of Veteran

Comprehensive Plan Review Committee
Minutes

August 10, 2026 [RESCHEDULED]

Members:

- ~~Nicholas Curren~~
- Carol Edwards
- Anthony Pucci
- ~~Judy Wolf~~
- ~~Dominic Peters~~
- Mario DeMichele
- ~~Nadiya Auerbach~~
- George Dale

Discussion / Comments:

- The August meeting has been rescheduled for August 24,2026 due to not meeting a quorum requirement
- Updated agenda to be posted in the upcoming week
- Next Comprehensive Plan Review Committee Meeting August 24, 2026 at 7:00PM

Mario DeMichele
Chair, Town Board Member

MONTHLY REPORT OF SUPERVISOR

TO THE TOWN BOARD OF THE TOWN OF VETERAN:

Pursuant to Section 125 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me during the month of June, 2026:

DATED: August 7, 2026

SUPERVISOR

		Balance 05/31/2026	Increases	Decreases	Balance 06/30/2026
A GENERAL FUND - TOWNWIDE					
CASH - CHECKING		1,555.44	45,073.58	45,223.58	1,405.44
CASH - SAVINGS		948,327.88	23,952.01	45,073.58	927,206.31
NYCLASS - ARPA FUNDS		109,574.49	311.57	4,393.36	105,492.70
NYCLASS - ARPA INTEREST		26,993.28	4,477.52	0.00	31,470.80
PETTY CASH		200.00	0.00	0.00	200.00
	TOTAL	1,086,651.09	73,814.68	94,690.52	1,065,775.25
B GENERAL FUND - PART TOWN					
CASH - CHECKING		0.00	4,759.68	4,759.68	0.00
CASH - SAVINGS		118,540.27	1,085.92	4,609.68	115,016.51
	TOTAL	118,540.27	5,845.60	9,369.36	115,016.51
DA HIGHWAY FUND - TOWNWIDE					
CASH - CHECKING		366.57	32,443.97	32,443.97	366.57
CASH - SAVINGS		535,138.71	67,771.99	32,281.97	570,628.73
	TOTAL	535,505.28	100,215.96	64,725.94	570,995.30
DB HIGHWAY FUND - PART TOWN					
CASH - CHECKING		594.72	7,001.11	7,001.11	594.72
CASH - SAVINGS		307,903.60	898.51	7,001.11	301,801.00
	TOTAL	308,498.32	7,899.62	14,002.22	302,395.72
H CAPITAL PROJECTS FUND					
		0.00	0.00	0.00	0.00
CASH - SAVINGS		7,417.70	184.60	0.00	7,602.30
NYCLASS - SALT BARN GRANT MONE		184.32	0.32	184.60	0.04
	TOTAL	7,602.02	184.92	184.60	7,602.34
SF1- MILLPORT FIRE PROTECTION					
		0.00	0.00	0.00	0.00
CASH - SAVINGS		48,072.59	0.00	0.00	48,072.59
	TOTAL	48,072.59	0.00	0.00	48,072.59
SF2- ODESSA FIRE PROTECTION DISTRICT					
		0.00	0.00	0.00	0.00
	TOTAL	0.00	0.00	0.00	0.00
SF3- HORSEHEADS FIRE PROTECTION					

		Balance 05/31/2026	Increases	Decreases	Balance 06/30/2026
		0.00	0.00	0.00	0.00
	TOTAL	0.00	0.00	0.00	0.00
TA TRUST & AGENCY					
CASH - CHECKING		1,266.05	42,077.98	42,933.68	410.35
	TOTAL	1,266.05	42,077.98	42,933.68	410.35
TOTAL ALL FUNDS		2,106,135.62	230,038.76	225,906.32	2,110,268.06

TOWN CLERK'S MONTHLY REPORT

TOWN OF VETERAN, NEW YORK

JULY, 2026

TO THE SUPERVISOR:

Pursuant to Section 27, Subd 1 of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the month stated above, excepting only such fees and moneys the application and payment of which are otherwise provided for by Law:

A1255					
	4	DECALS		11.12	
	1	MARRIAGE LICENSES	NO. 90015 TO 90015		
	1	COPIES		2.00	
	1	CERTIFICATE OF MARRIAGE		10.00	
			TOTAL TOWN CLERK FEES		**23.12**
A2544					
	17	DOG LICENSES		186.00	
			TOTAL A2544		**186.00**
A2770					
	3	MISCELLANEOUS		730.00	
			TOTAL A2770		**730.00**
B2110					
	4	BUILDING PERMITS		360.00	
			TOTAL B2110		**360.00**

TOWN CLERK'S MONTHLY REPORT

JULY, 2026

DISBURSEMENTS	
PAID TO SUPERVISOR FOR GENERAL FUND	939.12
PAID TO SUPERVISOR FOR PART TOWN FUND	360.00
PAID TO NYS DEC FOR DECALS	104.88
PAID TO NYS ANIMAL POPULATION CONTROL FUND	23.00
TOTAL DISBURSEMENTS	**1,427.00**

AUGUST 7, 2026 _____ , SUPERVISOR

David Lewis

STATE OF NEW YORK, COUNTY OF CHEMUNG, TOWN OF VETERAN

I, Jenny Reese , being duly sworn, says that I am the Clerk of the TOWN OF VETERAN that the foregoing is a full and true statement of all Fees and moneys received by me during the month above stated, excepting only such Fees the application and payment of which are otherwise provided for by law.

_____

Town Clerk

	Town of Veteran Highway Department
Week Ending:	Jul 17
	we hauled in stone for oiling and stone, and mowing roads.
	July 23
	we hauled in more stone,we put a cross over pipe on hall road that was collapsed.
	Jul 30
	cold mixed paved hall road then it rained the rest of the week, woked in the shop on trucks
	August 6
	oil and stone roads for 2 days and we are done.fixed a drive way on brickhouse.and peeled the should of so the water can go in the ditch
Shared Services:	the town of erin and hhs heiped us out with everthing,3 days
Injuries:	none
Hours:	Millport (Total for the Month):

DECOMMISSIONING AGREEMENT

This DECOMMISSIONING AGREEMENT ("Agreement") dated as of December 31, 2024 ("Effective Date") is made by and among the Town of Veteran, 4049 Watkins Rd., Millport, NY 14864 ("Town"), and Wedge Solar, LLC, a New York limited liability company ("Developer"), (each a "Party" and together as "Parties").

WHEREAS, the Developer has leased portions of real property commonly known as 80 Old Sullivanville Road, located in the Town of Veteran, Chemung County, NY, Tax Parcel ID Number 40.00-2-14 ("Property"), and

WHEREAS, Developer has secured necessary permits to construct, operate and maintain solar energy facilities with an aggregate size of three thousand (3,000) kilowatts of alternating-current nameplate capacity ("Project") that will generate electric power ("Power") on a portion of the Property; and

WHEREAS, Developer has submitted a decommissioning plan for the Project entitled 'Decommissioning Plan for Wedge Solar Project, revised April 2023 ("Plan"), which has been accepted by the Town. Said Plan is incorporated herein as **Exhibit A** and made a part hereof; and

WHEREAS, the Project will have a useful life of twenty-five (25) years and the Plan assumes the Project will be dismantled and the project site restored to a state substantially similar to its pre-construction condition at the Project maturity date; and

WHEREAS, the Parties wish to enter into this Agreement to set forth terms and conditions of having funds available to pay for the costs of any decommissioning of the Project and incorporating the terms and conditions of the Plan.

NOW, THEREFORE, in consideration of the promises to be made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Developer agrees to remove the Project in accordance with the terms and conditions of the Plan and this Agreement. Prior to the commencement of project construction, Developer shall obtain and deliver to the Town a performance bond in form and substance reasonably satisfactory to the Town in the amount of one hundred ninety one thousand eighty nine dollars ($191,089) securing performance of Developer's obligation to remove the Project ("Decommissioning Bond" or sometimes "bond"), subject to annual increases pursuant to the Decommissioning Bond Schedule attached hereto and incorporated herein as **Exhibit B**. It is agreed by the Parties that final issuance of a building permit shall be conditioned upon receipt and approval by the Town of such bond. Any bond provided by Developer as security to remove

the Project shall be from a financial institution or surety or affiliate with an AM Best's rating of not less than A and that is authorized to do business in New York. The Parties acknowledge and agree that the Decommissioning Bond shall name the Town as a beneficiary.

2. The Project first anniversary date shall be one year after the Effective Date of this Agreement (the "Anniversary Date"). Beginning on the first Anniversary Date and continuing each year thereafter, Developer agrees to increase the bond amount by an additional 2%, in accordance with the attached **Exhibit B**, incorporated herein and made a part hereof.

3. The Parties agree that the Decommissioning Bond shall be used solely to guarantee the payment of any decommissioning costs of the Project, as identified herein and in the Plan. In the event the actual decommissioning costs exceed the amount of the Performance Bond provided, Developer shall be responsible for any such excess costs. The Town shall not release any bond or escrowed funds until all decommissioning and restoration activities have been completed pursuant to this Decommissioning Agreement, and a licensed professional certifies compliance and provides written notice to the Town regarding the same. All unpaid decommissioning or restoration costs incurred by the Town, if any, shall constitute a lien on the Property and may be added to the Town tax roll in accordance with Town Law §64.

4. Decommissioning Costs shall include, but not be limited to, the cost of all equipment removal, removal of connections to the electrical grid, site restoration including but not limited to landscaping, reseeding, tree planting, and removal of any paved surface, appurtenance, waste, or accessory structure constructed for the Project or within the Project site, as necessary, to restore the site to its condition prior to commencement of project construction. Notwithstanding the foregoing, the following standards for decommissioning and site restoration shall apply:

a. **Infrastructure Removal:** Developer shall ensure the Project is safely de-energized on site, and New York State Electric and GAS ("NYSEG") shall be notified of the change in use. As needed, a qualified technician shall disconnect internal project wiring and discharge any and all potential energy. All components must be removed, including panels, supports, racking, inverters, conduit, foundations, and footers. On all sites, removal must reach a depth of thirty-six (36) inches. Notwithstanding the foregoing, all fencing and access roads shall be removed from the Property, unless the real property owner dictates otherwise, in owner's sole discretion.

b. **Waste Removal:** All decommissioned components of the Project will be recycled, disposed of, reused, or otherwise managed in accordance with the then existing local, state and federal laws and regulations.

c. **Soil Remediation:** Disturbed areas must be restored substantially to land's original state prior to construction of the Project, and the land must be graded or smoothed after subsurface equipment is removed. Native seeding must be applied at a minimum rate of 40lb per acre and straw mulch must be applied at a minimum rate of two (2) tons per acre on all disturbed areas for erosion control.

d. **Road Use and Restoration During Commissioning:**

(i) Compliance with Weight Restrictions – Developer shall comply with applicable State and local laws governing the gross weight of motor vehicles on certain town, county, and state roads or highways, as such laws may be amended from time to time.

e. **Oversight and Enforcement:** The Town retains the right to inspect, monitor, and enforce compliance.

f. **Reimbursement of Town Expenses:** The Developer shall reimburse the Town for reasonable and necessary professional service costs under applicable local laws, as may be amended from time to time.

5. The Parties agree that the decommissioning process of the Project shall complete decommissioning within 365 days following the occurrence of any of the following events: (a) Developer provides written notice to the Town of its intent to retire or decommission the Project ("Developer Decommissioning Notice"); (b) the Project ceases to produce power for more than twelve (12) consecutive months (absent natural disaster); (c) the Project is damaged beyond repair, and the Developer elects to not restore operation; or (d) the land lease is terminated or expires and is not renewed or extended, and the Developer has not acquired site control (each a "Triggering Event" and collectively, the "Triggering Events"). Developer acknowledges and agrees that it has the affirmative obligation of reporting a Triggering Event to the Town upon occurrence, and Developer's failure to do so shall constitute a material breach under this Agreement.

6. In the event the Developer fails to complete decommissioning within 365 days of a Triggering Event, the Town may declare default, access the Decommissioning Bond, complete decommissioning and restoration work, and recover costs through liens or legal action. Notwithstanding

the foregoing, the Town shall provide Developer thirty (30) days written notice ("Town Decommissioning Notice") prior to the commencement of any decommissioning of the Project by the Town subsequent to any event under paragraph 5 and allow the Developer to remedy. In the event the Developer fails to commence decommission of the Project within one hundred twenty (120) days after Town providing Developer Town Decommissioning Notice, or fails to respond with a reasonable explanation for the delay in the construction, fails to repair/replace, or cessation of production of power by the Project within thirty (30) days of the Town Decommissioning Notice made pursuant to paragraph 5, the Town may declare default and proceed with the decommissioning of the Project as aforementioned. Further, in the event of revocation of the conditional use permit the Town may immediately commence decommissioning the Project. For the purposes of this Agreement, "ceases to produce power" shall mean no generation and sale of electricity from the Project, other than due to repairs to the Project or causes beyond the reasonable control of Developer.

7. In the event Developer fails to increase the value of the Decommissioning Bond by the appropriate amount on any Anniversary Date following project completion, it will be deemed a material breach of this Agreement, and Developer will have thirty (30) days to cure the breach and deliver the revised Decommissioning Bond pursuant to paragraphs 2 and 3 herein and the attached **Exhibit A**. If Developer fails to cure the breach, it is agreed the Town is entitled to actual damages, sum certain, in the amount of the difference between the Decommissioning Bond in force at the time of the breach and the Year 25 Anniversary Date bond value given in **Exhibit A** ($301,328), except that if such a breach occurs after the 25th year of project operation, the Town may calculate damages based on the difference between the Decommissioning Bond in force at the time of the breach and market estimates for decommissioning costs until the end of the useful life of the Project as provided by a qualified public engineer, licensed in the State of New York hired by the Town and paid for by the Developer.

8. The Parties shall review the Decommissioning Bond estimate on a recurring basis no more frequently than every five (5) years from the Effective Date of this Agreement for the life of the Project. Any Party may establish a review date by giving thirty (30) days written notice to the other Party. The purpose of the review is to ensure that the Decommissioning Bond remains adequate to cover the costs associated with the decommissioning of the Project, and to adjust the value of the Decommissioning Bond pursuant to the most recent review. In the event the provisions of this section are invoked by either Party, the value of the Decommissioning Bond shall be assessed by an independent third-party selected

by the Town, subject to the Developer's consent, which shall not be unreasonably withheld or delayed. The costs and expenses associated with such evaluation shall be at the sole cost and expense of Developer. In no event shall Developer modify, cancel, or reduce the security without prior written consent of the Town.

a. **Engineer Selection and Fee:** The Developer shall hire a qualified and independent engineer to prepare and update the Decommissioning Bond estimate during each review. The engineer shall possess expertise in solar facility decommissioning and relevant industry standards. The Developer shall pay the costs and all fees and expenses incurred in connection with the services provided by the engineer. Town, in its sole discretion, may hire its own qualified engineer to review and approve the estimate produced by Developer's engineer. Developer shall pay the fees and expenses of the Town's engineer.

b. **Adjustments to Decommissioning Bond:** In the event that the updated estimate indicates a need for adjusting the Decommissioning Bond, the Developer shall promptly provide the revised bond amount to the Town. Developer agrees to increase the Decommissioning Bond to the new amount within thirty (30) business days of receiving the approved updated estimate from the engineer, and submit evidence of the increased bond to the Town.

c. **Default and Remedies:** In the event that the Developer fails to provide an updated Decommissioning Bond or increase the bond amount within the specified timeframes, it shall constitute a material breach of this Agreement. Upon a material breach, the Town may revoke the conditional use permit and also take appropriate legal actions to enforce the terms of this Agreement and protect the Town's interests.

9. Upon removal of the infrastructure and disposal of all components of the Project from the site on which the Project is built, and upon restoration of the site to its previous appearance, this Agreement and Developer's obligation to provide a Decommissioning Bond pursuant to preceding paragraphs 1, 2, and 3 shall terminate. The Town shall conduct a final inspection, at the Developer's expense, prior to the release of the Decommissioning Bond.

10. This Agreement represents the entire agreement between the Parties. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. Developer may assign this Agreement to any

subsidiary, or purchaser or transferee of the Project, provided the assignee assumes in writing all of the obligations of Developer, the terms of the conditional use permit, the site plan approval, the Plan and this Agreement, and further that the Town approves such assignment in writing. The Parties agree to execute and deliver any additional documents or take any further action as reasonably requested by any other party to effectuate the purpose of this Agreement.

11. The waiver of compliance at any time with respect to any of the provisions, terms, or conditions of this Agreement shall not be considered a waiver of such provision, term, or condition itself or of any of the other provisions, terms, or conditions hereof or bar its enforcement at any time thereafter.

12. In the event that any action is instituted by the Town under this Agreement to enforce or interpret any of the terms hereof, Developer shall pay all court costs and expenses, including reasonable attorneys' fees, incurred by Town with respect to such action.

13. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York State.

14. The Parties agree that any action arising under this Agreement, or to enforce this Agreement, shall be brought in a court of competent jurisdiction in the County of Chemung, State of New York.

15. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all Parties. Electronic signatures shall have the same force and effect as manual signatures delivered in person.

16. In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction or by law, such determination will not render this Agreement invalid or unenforceable, and the remaining provisions hereof shall remain in full force and effect.

17. Notices shall be in writing and delivered personally, by certified mail, overnight courier, or email (for routine communications only). Notices given hereunder shall be deemed to have been given on the date of personal delivery (or the first business day thereafter if delivered on a non-business day), three (3) days after the date of certified mailing, the next business day after being sent by overnight courier, or the same day, if emailed prior to 5pm (EST), or the next business day if delivered after 5pm (EST). Notices shall be delivered to the following recipients:

If to the Town:

Town of Veteran
Attn: Town Supervisor

4049 Watkins Road
Millport, New York 14864
Email: town.supervisor@townofveteranny.gov

If to the Developer:

Wedge Solar, LLC
Attn: Ryan Walker

Authorized Signatory
455 The Embarcadero, Suite 200
San Francisco, CA 94111 assetmgmt@generatecapital.com

Each Party shall notify the other Party in writing of any change to its mailing address, email address, or designated point of contact within thirty (30) days of such change. Any notice or communication sent to the most recent address or point of contact provided in accordance with this Agreement shall be deemed valid unless and until proper notice of such change has been given.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused their names to be signed hereto by their respective representatives, thereunto duly authorized as of the date below written.

TOWN OF VETERAN

By: _____ Dated: _____ ___, 2026

Name: _____

Title: _____

WEDGE SOLAR, LLC

By: _____ Dated: _____ ___, 2026

Name: _____

Title: _____

ACKNOWLEDGEMENTS

Exhibit A

Decommissioning Plan for Wedge Solar Project, revised April 2023

Exhibit B

Bond Value

Decommission Construction	Decommissioning cost (1)
Year 1	$187,342
Year 2	$191,089
Year 3	$194,911
Year 4	$198,809
Year 5	$202,785
Year 6	$206,841
Year 7	$210,978
Year 8	$215,198
Year 9	$219,501
Year 10	$223,891
Year 11	$228,369
Year 12	$232,937
Year 13	$237,595
Year 14	$242,347
Year 15	$247,194
Year 16	$252,138
Year 17	$257,181
Year 18	$262,325
Year 19	$267,571
Year 20	$272,922
Year 21	$278,381
Year 22	$283,949
Year 23	$289,628
Year 24	$295,420
Year 25	$301,328
Year 26	$307,355
Year 27	$313,502
Year 28	$319,772
Year 29	$326,168
Year 30	$332,691
(1) Assumes an annual 2.0% inflation rate for Year 2 and beyond	

DECOMMISSIONING AGREEMENT

This DECOMMISSIONING AGREEMENT ("Agreement") dated as of December 31, 2024 ("Effective Date") is made by and among the Town of Veteran, 4049 Watkins Rd., Millport, NY 14864 ("Town"), and Wedge Solar, LLC, a New York limited liability company ("Developer"), (each a "Party" and together as "Parties").

WHEREAS, the Developer has leased portions of real property commonly known as 80 Old Sullivanville Road, located in the Town of Veteran, Chemung County, NY, Tax Parcel ID Number 40.00-2-14 ("Property"), and

WHEREAS, Developer has secured necessary permits to construct, operate and maintain solar energy facilities with an aggregate size of three thousand (3,000) kilowatts of alternating-current nameplate capacity ("Project") that will generate electric power ("Power") on a portion of the Property; and

WHEREAS, Developer has submitted a decommissioning plan for the Project entitled `Decommissioning Plan for Wedge Solar Project, revised April 2023 ("Plan"), which has been accepted by the Town. Said Plan is incorporated herein as **Exhibit A** and made a part hereof; and

WHEREAS, the Project will have a useful life of twenty-five (25) years and the Plan assumes the Project will be dismantled and the project site restored to a state substantially similar to its pre-construction condition at the Project maturity date; and

WHEREAS, the Parties wish to enter into this Agreement to set forth terms and conditions of having funds available to pay for the costs of any decommissioning of the Project and incorporating the terms and conditions of the Plan.

NOW, THEREFORE, in consideration of the promises to be made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Developer agrees to remove the Project in accordance with the terms and conditions of the Plan and this Agreement. Prior to the commencement of project construction, Developer shall obtain and deliver to the Town a performance bond in form and substance reasonably satisfactory to the Town in the amount of one hundred ninety one thousand eighty nine dollars ($191,089) securing performance of Developer's obligation to remove the Project ("Decommissioning Bond" or sometimes "bond"), subject to annual increases pursuant to the Decommissioning Bond Schedule attached hereto and incorporated herein as **Exhibit B**. It is agreed by the Parties that final issuance of a building permit shall be conditioned upon receipt and approval by the Town of such bond. Any bond provided by Developer as security to remove

the Project shall be from a financial institution or surety or affiliate with an AM Best's rating of not less than A and that is authorized to do business in New York. The Parties acknowledge and agree that the Decommissioning Bond shall name the Town as a beneficiary.

2. The Project first anniversary date shall be one year after the Effective Date of this Agreement (the "Anniversary Date"). Beginning on the first Anniversary Date and continuing each year thereafter, Developer agrees to increase the bond amount by an additional 2%, in accordance with the attached **Exhibit B**, incorporated herein and made a part hereof.

3. The Parties agree that the Decommissioning Bond shall be used solely to guarantee the payment of any decommissioning costs of the Project, as identified herein and in the Plan. In the event the actual decommissioning costs exceed the amount of the Performance Bond provided, Developer shall be responsible for any such excess costs. The Town shall not release any bond or escrowed funds until all decommissioning and restoration activities have been completed pursuant to this Decommissioning Agreement, and a licensed professional certifies compliance and provides written notice to the Town regarding the same. All unpaid decommissioning or restoration costs incurred by the Town, if any, shall constitute a lien on the Property and may be added to the Town tax roll in accordance with Town Law §64.

4. Decommissioning Costs shall include, but not be limited to, the cost of all equipment removal, removal of connections to the electrical grid, site restoration including but not limited to landscaping, reseeding, tree planting, and removal of any paved surface, appurtenance, waste, or accessory structure constructed for the Project or within the Project site, as necessary, to restore the site to its condition prior to commencement of project construction. Notwithstanding the foregoing, the following standards for decommissioning and site restoration shall apply:

a. **Infrastructure Removal:** Developer shall ensure the Project is safely de-energized on site, and New York State Electric and GAS ("NYSEG") shall be notified of the change in use. As needed, a qualified technician shall disconnect internal project wiring and discharge any and all potential energy. All components must be removed, including panels, supports, racking, inverters, conduit, foundations, and footers. On all sites, removal must reach a depth of thirty-six (36) inches. Notwithstanding the foregoing, all fencing and access roads shall be removed from the Property, unless the real property owner dictates otherwise, in owner's sole discretion.

b. **Waste Removal:** All decommissioned components of the Project will be recycled, disposed of, reused, or otherwise managed in accordance with the then existing local, state and federal laws and regulations.

c. **Soil Remediation:** Disturbed areas must be restored substantially to land's original state prior to construction of the Project, and the land must be graded or smoothed after subsurface equipment is removed. Native seeding must be applied at a minimum rate of 40lb per acre and straw mulch must be applied at a minimum rate of two (2) tons per acre on all disturbed areas for erosion control.

d. **Road Use and Restoration During Commissioning:**

(i) Compliance with Weight Restrictions – Developer shall comply with applicable State and local laws governing the gross weight of motor vehicles on certain town, county, and state roads or highways, as such laws may be amended from time to time.

e. **Oversight and Enforcement:** The Town retains the right to inspect, monitor, and enforce compliance.

f. **Reimbursement of Town Expenses:** The Developer shall reimburse the Town for reasonable and necessary professional service costs under applicable local laws, as may be amended from time to time.

5. The Parties agree that the decommissioning process of the Project shall complete decommissioning within 365 days following the occurrence of any of the following events: (a) Developer provides written notice to the Town of its intent to retire or decommission the Project ("Developer Decommissioning Notice"); (b) the Project ceases to produce power for more than twelve (12) consecutive months (absent natural disaster); (c) the Project is damaged beyond repair, and the Developer elects to not restore operation; or (d) the land lease is terminated or expires and is not renewed or extended, and the Developer has not acquired site control (each a "Triggering Event" and collectively, the "Triggering Events"). Developer acknowledges and agrees that it has the affirmative obligation of reporting a Triggering Event to the Town upon occurrence, and Developer's failure to do so shall constitute a material breach under this Agreement.

6. In the event the Developer fails to complete decommissioning within 365 days of a Triggering Event, the Town may declare default, access the Decommissioning Bond, complete decommissioning and restoration work, and recover costs through liens or legal action. Notwithstanding

the foregoing, the Town shall provide Developer thirty (30) days written notice ("Town Decommissioning Notice") prior to the commencement of any decommissioning of the Project by the Town subsequent to any event under paragraph 5 and allow the Developer to remedy. In the event the Developer fails to commence decommission of the Project within one hundred twenty (120) days after Town providing Developer Town Decommissioning Notice, or fails to respond with a reasonable explanation for the delay in the construction, fails to repair/replace, or cessation of production of power by the Project within thirty (30) days of the Town Decommissioning Notice made pursuant to paragraph 5, the Town may declare default and proceed with the decommissioning of the Project as aforementioned. Further, in the event of revocation of the conditional use permit the Town may immediately commence decommissioning the Project. For the purposes of this Agreement, "ceases to produce power" shall mean no generation and sale of electricity from the Project, other than due to repairs to the Project or causes beyond the reasonable control of Developer.

7. In the event Developer fails to increase the value of the Decommissioning Bond by the appropriate amount on any Anniversary Date following project completion, it will be deemed a material breach of this Agreement, and Developer will have thirty (30) days to cure the breach and deliver the revised Decommissioning Bond pursuant to paragraphs 2 and 3 herein and the attached **Exhibit A**. If Developer fails to cure the breach, it is agreed the Town is entitled to actual damages, sum certain, in the amount of the difference between the Decommissioning Bond in force at the time of the breach and the Year 25 Anniversary Date bond value given in **Exhibit A** ($301,328), except that if such a breach occurs after the 25th year of project operation, the Town may calculate damages based on the difference between the Decommissioning Bond in force at the time of the breach and market estimates for decommissioning costs until the end of the useful life of the Project as provided by a qualified public engineer, licensed in the State of New York hired by the Town and paid for by the Developer.

8. The Parties shall review the Decommissioning Bond estimate on a recurring basis no more frequently than every five (5) years from the Effective Date of this Agreement for the life of the Project. Any Party may establish a review date by giving ~~written notice of such date at least~~ thirty (30) days ~~before the established review date~~written notice to the other ~~Parties~~Party. The purpose of the review is to ensure that the Decommissioning Bond remains adequate to cover the costs associated with the decommissioning of the Project, and to adjust the value of the Decommissioning Bond pursuant to the most recent review. In the event the provisions of this section are invoked by either Party, the value of

the Decommissioning Bond shall be assessed by an independent third-party selected by the Town, subject to the Developer's consent, which shall not be unreasonably withheld or delayed. The costs and expenses associated with such evaluation shall be at the sole cost and expense of Developer. In no event shall Developer modify, cancel, or reduce the security without prior written consent of the Town.

a. **Engineer Selection and Fee:** The Developer shall hire a qualified and independent engineer to prepare and update the Decommissioning Bond estimate during each review. The engineer shall possess expertise in solar facility decommissioning and relevant industry standards. The Developer shall pay the costs and all fees and expenses incurred in connection with the services provided by the engineer. Town, in its sole discretion, may hire its own qualified engineer to review and approve the estimate produced by Developer's engineer. Developer shall pay the fees and expenses of the Town's engineer.

b. **Adjustments to Decommissioning Bond:** In the event that the updated estimate indicates a need for adjusting the Decommissioning Bond, the Developer shall promptly provide the revised bond amount to the Town. Developer agrees to increase the Decommissioning Bond to the new amount within thirty (30) business days of receiving the approved updated estimate from the engineer, and submit evidence of the increased bond to the Town.

c. **Default and Remedies:** In the event that the Developer fails to provide an updated Decommissioning Bond or increase the bond amount within the specified timeframes, it shall constitute a material breach of this Agreement. Upon a material breach, the Town may revoke the conditional use permit and also take appropriate legal actions to enforce the terms of this Agreement and protect the Town's interests.

9. Upon removal of the infrastructure and disposal of all components of the Project from the site on which the Project is built, and upon restoration of the site to its previous appearance, this Agreement and Developer's obligation to provide a Decommissioning Bond pursuant to preceding paragraphs 1, 2, and 3 shall terminate. The Town shall conduct a final inspection, at the Developer's expense, prior to the release of the Decommissioning Bond.

10. This Agreement represents the entire agreement between the Parties. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. Developer may assign this Agreement to any

subsidiary, or purchaser or transferee of the Project, provided the assignee assumes in writing all of the obligations of Developer, the terms of the conditional use permit, the site plan approval, the Plan and this Agreement, and further that the Town approves such assignment in writing. The Parties agree to execute and deliver any additional documents or take any further action as reasonably requested by any other party to effectuate the purpose of this Agreement.

11. The waiver of compliance at any time with respect to any of the provisions, terms, or conditions of this Agreement shall not be considered a waiver of such provision, term, or condition itself or of any of the other provisions, terms, or conditions hereof or bar its enforcement at any time thereafter.

12. In the event that any action is instituted by the Town under this Agreement to enforce or interpret any of the terms hereof, Developer shall pay all court costs and expenses, including reasonable attorneys' fees, incurred by Town with respect to such action.

13. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York State.

14. The Parties agree that any action arising under this Agreement, or to enforce this Agreement, shall be brought in a court of competent jurisdiction in the County of Chemung, State of New York.

15. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all Parties. Electronic signatures shall have the same force and effect as manual signatures delivered in person.

16. In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction or by law, such determination will not render this Agreement invalid or unenforceable, and the remaining provisions hereof shall remain in full force and effect.

17. Notices shall be in writing and delivered personally, by certified mail, overnight courier, or email (for routine communications only). Notices given hereunder shall be deemed to have been given on the date of personal delivery (or the first business day thereafter if delivered on a non-business day), three (3) days after the date of certified mailing, the next business day after being sent by overnight courier, or the same day, if emailed prior to 5pm (EST), or the next business day if delivered after 5pm (EST). Notices shall be delivered to the following recipients:

If to the Town:

Town of Veteran
Attn: Town Supervisor

4049 Watkins Road
Millport, New York 14864
Email: town.supervisor@townofveteranny.gov

If to the Developer:

Wedge Solar, LLC
Attn: Ryan Walker

Authorized Signatory
455 The Embarcadero, Suite 200
San Francisco, CA 94111 assetmgmt@generatecapital.com

Each Party shall notify the other Party in writing of any change to its mailing address, email address, or designated point of contact within thirty (30) days of such change. Any notice or communication sent to the most recent address or point of contact provided in accordance with this Agreement shall be deemed valid unless and until proper notice of such change has been given.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused their names to be signed hereto by their respective representatives, thereunto duly authorized as of the date below written.

TOWN OF VETERAN

By: _____ Dated: _____ ___, 2026

Name: _____

Title: _____

WEDGE SOLAR, LLC

By: _____ Dated: _____ ___, 2026

Name: _____

Title: _____

ACKNOWLEDGEMENTS

Exhibit A

Decommissioning Plan for Wedge Solar Project, revised April 2023

Exhibit B

Bond Value

Decommission Construction	Decommissioning cost (1)
Year 1	$187,342
Year 2	$191,089
Year 3	$194,911
Year 4	$198,809
Year 5	$202,785
Year 6	$206,841
Year 7	$210,978
Year 8	$215,198
Year 9	$219,501
Year 10	$223,891
Year 11	$228,369
Year 12	$232,937
Year 13	$237,595
Year 14	$242,347
Year 15	$247,194
Year 16	$252,138
Year 17	$257,181
Year 18	$262,325
Year 19	$267,571
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Year 21	$278,381
Year 22	$283,949
Year 23	$289,628
Year 24	$295,420
Year 25	$301,328
Year 26	$307,355
Year 27	$313,502
Year 28	$319,772
Year 29	$326,168
Year 30	$332,691
(1) Assumes an annual 2.0% inflation rate for Year 2 and beyond	

Summary report: Litera Compare for Word 11.8.0.56 Document comparison done on 8/5/2026 9:54:35 PM	
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Move To	0
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Table moves to	0
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	9

TOWN OF VETERAN
RESOLUTION NO. __ OF THE YEAR 2026

RESOLUTION APPROVING THE DECOMMISSIONING AGREEMENT BY AND BETWEEN WEDGE SOLAR, LLC AND THE TOWN OF VETERAN

The Town Board of the Town of Veteran, New York (the "**Town Board**"), duly convened in regular session on August 13, 2026 at the Town of Veteran Clerk's Office at 4049 Watkins Road, Millport, New York 14864 does hereby resolve through this resolution (this "**Resolution**") as follows:

WHEREAS, Wedge Solar, LLC (hereinafter, "**Wedge Solar**") has secured necessary permits to construct, operate and maintain solar energy facilities with an aggregate size of three megawatts of alternating-current nameplate capacity (the "**Project**") that will generate electric power on a portion of the real property commonly known as 80 Old Sullivanville Road in the Town of Veteran, Chemung County, New York, having tax map parcel number 40.00-2-14 (the "**Property**");

WHEREAS, pursuant to Local Law #2 of 2019, a Local Law to Regulate Solar Energy Systems, Wedge Solar is required to enter into a certain decommissioning agreement with the Town of Veteran pertaining to the policies, procedures, and costs associated with the decommissioning of the Project;

WHEREAS, the decommissioning agreement drafted on behalf of the Town Board was presented to the Town Board (the "**Decommissioning Agreement**"), and is subject to Town Board approval; and

WHEREAS, after careful consideration, the Town Board has determined that the following actions are in the best interest of the Town of Veteran.

NOW THEREFORE, BE IT RESOLVED that the Town Board hereby approves the revised Decommissioning Agreement (23297878.5).

BE IT FURTHER RESOLVED that the Town Supervisor is empowered to execute the Decommissioning Agreement on behalf of the Town of Veteran.

BE IT FURTHER RESOLVED that the Town Board hereby authorizes the Town Supervisor and the Town Attorney to take such other steps as may be necessary to carry out this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

The adoption of the foregoing Resolution was moved by _____, seconded by _____, and duly put to vote, which resulted as follows:

David Lewis	Aye	/	Nay
Joseph Emanuel	Aye	/	Nay
Francis Henke	Aye	/	Nay
Mario DeMichele	Aye	/	Nay
Winston Wolf	Aye	/	Nay

This Resolution was thereupon declared duly adopted.

Dated: August 13, 2026

_____
Jenny Reese, Town Clerk

RESOLUTION - MODIFY 2026 BUDGET -CLOSE OUT CAPITAL PROJECT

WHERAS, the Town of Veteran completed the Salt Barn Project and will transfer $7,602.34 from the Capital Projects Fund (H Fund) to the General Fund (A) and monies will be used to pay for bond counsel and fiscal advisor costs not budgeted in the project;

BE IT RESOLVED, the Supervisor is hereby authorized to modify the 2026 Budget in the following manner:

A-510 Estimated Revenues	
Sub Account A5031 Interfund Transfers	$7,602.00
A-960 Appropriations	
Sub Account A1380.400 Fiscal Agent Fees-Contractual	$7,602.00

Resolution to Utilize the Professional Services Local Law for Legal Costs Associated with Developing a Wedge Solar Decommissioning Agreement

WHEREAS the Town of Veteran Local Law #1 of 2010, Professional Services Reimbursement Local Law, allows for the reviewing board, in conjunction with an application for a special permit, to employ consultants, legal counsel, professional engineers, professional planners, or other qualified professionals to assist and advise in the review process with Town Board approval, and

WHEREAS the Town Board of the Town of Veteran has indicated a desire for the legal cost of the development of a Solar Decommissioning Agreement with Wedge Solar to be borne by the applicant

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Veteran shall invoke and exercise the provisions of the Town of Veteran's Local Law #1 of 2010 relating to the development of a Decommissioning Agreement with Wedge Solar and shall employ necessary qualified professionals in accordance with the Purchasing Policy of the Town of Veteran.

Resolution Regarding a Road Use Agreement
for the
Mitstifer Mine Special/Conditional Use Permit

WHEREAS on December 1, 2025 the Town of Veteran Planning Board resolved that the Board does hereby approve of the Application for site plan review and issuance of a conditional use permit to Applicant for the operation of a mine as described in greater detail in the Application and supporting materials; and

WHEREAS the Planning Board had carefully considered the Application and relevant reports, recommendations and comments, and had recommended granting the Application subject to a list of conditions; and

WHEREAS this list included a detailed condition regarding a Road Use Agreement; and

WHEREAS this condition was:

> *Pursuant to Section 9.3 of the Zoning Law, a road use agreement by and between Applicant and the Town Board (the "Road Use Agreement"). Accordingly, the Planning Board is referring the terms and conditions of the aforementioned Road Use Agreement to the Town Board, with the need and terms and conditions of such, to be at the Town Board's sole discretion. As an additional consideration for the Town Board, the Planning Board recommends that the Road Use Agreement include, but not be limited to, the maintenance and repair of Benjamin Road pursuant to Applicant's haul route plan.*

and WHEREAS on April 6, 2026 the Town Board, through Resolution 55 of 2026, provided the necessary terms and conditions to be included in the construct and negotiation of a Road Use Agreement; and

WHEREAS a negotiated Road Use Agreement of conforming construct with Resolution 55 of 2026, was not approved by the Town of Veteran Town Board in its May 14, 2026 meeting; and

WHEREAS the Town Board, while having been asked on multiple occasions, has not provided guidance on the next steps for the applicant to pursue in obtaining the Road Use Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Veteran will not pursue entering into a Road Use Agreement relative to the current Mitstifer Mine Project.

TOWN OF VETERAN, NEW YORK

Public Meeting Streaming Project

Board Overview

Rev 2.1 | August 2026

1. Purpose

This overview summarizes the recommended solution for livestreaming and archiving Town of Veteran public meetings on the Town website and other platforms as the Board may direct.

2. Recommended Solution

Kingdom Integrations and RESI together provide the complete meeting-room capture, live streaming, and archive capability the Town needs: clear speech audio, reliable delivery, on-demand public access, and straightforward operation without specialized staff.

RESI provides the cloud streaming platform as an annual subscription service. It delivers live streaming to the Town website, on-demand archive, scheduling tools, automated text generation, and platform support. The Town owns the room equipment; RESI is a recurring subscription available on 12- to 36-month terms.

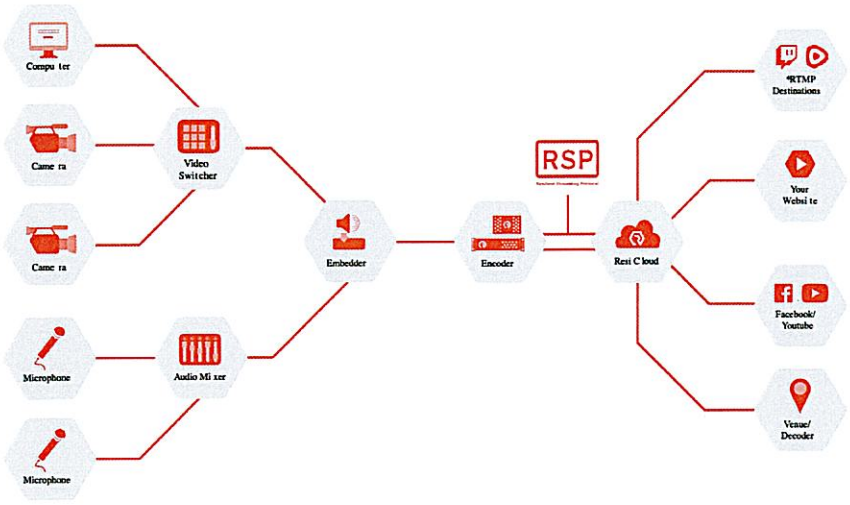
Kingdom Integrations is an authorized RESI reseller. Kingdom will design, supply, install, train, and support the meeting-room system.

3. Reliability and Network

A speed test conducted on August 3, 2026, at Town Hall on a wired connection measured download speeds of 220–294 Mbps and upload speeds of 23.9–26.5 Mbps. RESI has confirmed this upload capacity is acceptable.

RESI's patented Resilient Streaming Protocol (RSP) is designed to protect against dropped or broken video during brief network interruptions. The encoder caches content locally and continues a complete archive even when the live path is briefly disrupted.

Figure 1: RESI Signal Flow



4. Captions and Accessibility

RESI includes automated speech-to-text for viewers who enable it. This feature is not fully ADA-compliant closed captioning. RESI has indicated it is working toward compliance aligned with applicable government deadlines. Fuller ADA captioning may be addressed as a future enhancement if required.

5. Cost Summary

Shipping, freight, and applicable taxes are not included. Line-item detail is in the separate Kingdom Integrations and RESI quotations.

6. Support and Public Records

Kingdom provides training and first-line support for the installed room equipment. RESI provides platform support under the annual subscription. Support responsibilities are coordinated between the two vendors, providing a single point of escalation for the Town.

RESI retains meeting content in its cloud archive. Recordings may also be published to YouTube as a backup distribution path, and the Pearl encoding unit supports removable media for a local copy. Meeting recordings maintained by or for the Town are subject to New York's Freedom of Information Law. Retention practice should be confirmed with Town Counsel and the records officer.

7. Recommendation

I recommend that the Town Board approve the Kingdom Integrations + RESI solution and authorize the Supervisor to execute the Kingdom Integrations proposal and RESI subscription agreement within the quoted amounts, plus shipping and applicable taxes as invoiced, subject to final contract review.

Submitted by: Board Member Wolf

Town of Veteran

August 2026

TOWN OF VETERAN

COUNTY OF CHEMUNG, STATE OF NEW YORK

TOWN BOARD

RESOLUTION NO. _____ OF 2026

AUTHORIZING PHASE 1 PUBLIC MEETING STREAMING SYSTEM — KINGDOM INTEGRATIONS (ROOM CAPTURE) AND RESI (STREAMING PLATFORM)

WHEREAS, the Town Board of the Town of Veteran has identified a need to provide livestreaming and archiving of public meetings in order to improve public access and transparency; and

WHEREAS, the Town issued an inquiry and evaluation process for solutions consistent with a Year-1 all-in budget on the order of twenty thousand dollars ($20,000.00), with a preference for Town ownership of meeting-room capture equipment, clear speech audio, minimal day-of operational burden, and an open architecture that avoids unnecessary vendor lock-in; and

WHEREAS, following review of available options, the recommended Phase 1 path is a combined solution consisting of (1) meeting-room capture, installation, and first-line support by Kingdom Integrations (RESI authorized reseller), and (2) an annual streaming platform subscription from RESI for live delivery and on-demand archive, with the Town website as the priority public destination; and

WHEREAS, Kingdom Integrations has submitted System Proposal Option 1 dated August 3, 2026, in the total investment amount of fourteen thousand eight hundred fifty-five and 55/100 dollars ($14,855.55), including among other items tabletop discussion microphones, automatic mixer, wireless handheld microphone, PTZ camera, Epiphan Pearl Nano, Resi Mini encoder, rack and related hardware, design, travel, and installation, together with a Scope of Work providing commissioning, basic operator training, and remote technical support for the installed system through December 31, 2026; and

WHEREAS, RESI has quoted an annual subscription of three thousand eight hundred fifty dollars ($3,850.00) for the 10 TB Base Plan (including Resi Studio, Resilient Streaming Protocol, adaptive bitrate streaming, on-demand archive capability, web embed and other destinations, automation, analytics, customer success, and phone/email support including weekends), as described in correspondence dated July 28, 2026; and

WHEREAS, under the recommended model the Town owns the meeting-room equipment; Kingdom Integrations is intended as first call for the installed system; and RESI provides the cloud platform and escalated platform support; and Phase 2 items such as audio reinforcement are reserved for calendar year 2027 subject to separate Board approval and budget review; and

WHEREAS, certain open items remain to be closed before final commitment, including confirmation of meeting-room network suitability, physical site plan and equipment placement, final shipping and tax amounts, written confirmation of support escalation, and operational role assignment by the Town; and

WHEREAS, the Town Board finds that the Kingdom Integrations + RESI Phase 1 path is consistent with the Town's stated objectives and budget envelope, subject to satisfactory closure of the open items and execution of appropriate contracts and order forms;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Veteran as follows:

1. The Town Board hereby approves in principle the Phase 1 public meeting streaming solution consisting of Kingdom Integrations System Proposal Option 1 (August 3, 2026) and the RESI 10 TB annual streaming plan as quoted, with the Town website as the priority distribution destination.

2. The Supervisor (or such other officer as the Board may designate) is authorized to continue final due diligence—including network verification, site plan finalization, support terms in writing, and RESI order-form terms—and, upon satisfactory completion of open items and review by Town counsel as appropriate, to execute and deliver the Kingdom proposal/Scope of Work (or successor quote) and the RESI subscription order form, provided that the combined Year-1 cost for equipment, installation, and first-year RESI subscription remains within the Board's authorized budget envelope (including any adjustment for shipping and tax as approved).

3. Payment terms shall be consistent with the Kingdom Scope of Work and RESI order form as accepted, including any required deposit prior to procurement and amounts due on completion.

4. Phase 2 work (including audio reinforcement) is not authorized by this Resolution and shall require separate Board approval and budget review, anticipated no earlier than calendar year 2027.

5. The Town shall retain the ability to obtain copies of meeting recordings for purposes of the Freedom of Information Law and records retention, and staff shall coordinate with RESI and Kingdom Integrations to document export/download procedures for the project file.

6. This Resolution shall take effect immediately.

_____

Moved by: _____

Seconded by: _____

VOTE:

Supervisor _____	Aye	Nay	Absent
Councilmember _____	Aye	Nay	Absent
Councilmember _____	Aye	Nay	Absent
Councilmember _____	Aye	Nay	Absent
Councilmember _____	Aye	Nay	Absent

Adopted this _____ day of _____, 2026.

Town Clerk

Draft for Board consideration — not adopted. Align final amounts, officer names, and counsel review before introduction. Open items (network, site plan, support letter, RESI terms) should be noted in the packet or closed before final execution authority is used.

Proposed LOCAL LAW #___ FOR THE YEAR 2026

TOWN OF VETERAN MORATORIUM ON MINING OPERATIONS

Be it enacted by the Town Board of the Town of Veteran as follows:

SECTION 1: Enactment, Title, and Definitions.

The Town Board of the Town of Veteran does hereby enact the Town of Veteran Moratorium (the "Local Law") with respect to certain applications, reviews and approvals as may or could arise under the existing Town of Veteran Zoning Law (defined below). This Local Law shall impose a moratorium on applications or proceedings for applications for, the review of applications for, or the issuance of approvals or permits for the establishment, expansion, operation, or siting of any Mining Operation within the Town of Veteran. This Local Law shall be known and may be cited as Local Law #___ of 2026 of the Town of Veteran and is entitled the "Local Law Imposing a Moratorium on Mining Operations".

The capitalized terms in the foregoing sentences, and as used throughout this Local Law, shall have the meanings set forth in the Town of Veteran Zoning Law, unless otherwise defined below:

APPLICANT: Any landowner and all those claiming through or on behalf of the owner(s), whether by license, lease, easement, contract, or by owner's designation as an agent for purposes of making any application or any land use review or approval, whether for a permit or otherwise.

MINING OPERATION: Any extraction, excavation, removal, or processing of minerals, stone, gravel, sand, soil, or other earth materials from land within the Town of Veteran, including but not limited to quarrying, open-pit mining, blasting, crushing, screening, or any related processing activity, whether or not conducted pursuant to a permit issued by the New York State Department of Environmental Conservation.

PERSON: Any person, partnership, association, corporation, company, limited liability company or organization of any kind.

TOWN: The Town of Veteran, NY.

ZONING LAW: The Town of Veteran Local Law #2 of 2021, Town of Veteran Zoning Law 2021, including all amendments thereto.

SECTION 2: Authorization, Purpose, and Intent.

Pursuant to the authority and provisions of the New York State Constitution, and Section 10 and 22 of the Municipal Home Rule Law, and the statutory powers vested in the Town of Veteran to (i) regulate and control land use, (ii) regulate and administer the administration of local taxes and assessments, and the fixing, levying and collecting of local rental charges and fees and (iii) protect the health, safety and welfare of its residents, the Town Board (the "Board") of the Town of Veteran hereby declares a twelve (12) month moratorium on applications or proceedings for applications for, the review of applications for, or the issuance of approvals or permits for the establishment, expansion, operation, or siting of any Mining Operation within the Town.

This moratorium will allow time to carefully review the Town's Comprehensive Plan and for Town officials to review, clarify, amend, and update the Town's Zoning Law with respect to mining and mineral extraction uses, including: evaluating whether mining operations are

consistent with the land use goals and character of the Town; revising inconsistent or ambiguous provisions of the Zoning Law; ensuring that correct procedures are followed with respect to all required agency reviews; gathering public input on the desirability and conditions of mining in the Town; and reviewing the adequacy of existing Road Use Agreement procedures and requirements. These objectives are important for the Town, pursuant to the Comprehensive Plan, to be best equipped to regulate mining activity while protecting the health, safety and welfare of the community. This Local Law will also allow the Town to adopt such other regulations as may be necessary to protect the Town's fiscal health and its environment and to promote and preserve the health, safety and welfare of the Town and its citizens.

The Town Board further finds that Town Counsel has advised that the Town's Zoning Code requires amendment to bring it into conformance with New York State law as it pertains to mining operations, and that such amendment requires adequate time for review, public input, and deliberation. The moratorium imposed by this Local Law is intended to provide that time and to ensure that no applications are approved or processed under a Zoning Code that Town Counsel has identified as requiring revision.

SECTION 3: Scope of Controls.

During the effective period of this Local Law:

A. The Town Board, Planning Board, Zoning Board of Appeals, and/or Code Enforcement Officer shall not conduct any review or consider or grant any permit or other approval that will result in the approval, establishment, expansion, or construction of any Mining Operation within the Town.

B. To the extent permitted by law, this moratorium shall supersede all relevant provisions of the New York State Town Law, the New York State Building Code, any relevant Town local law and any other applicable law, rule, or regulation that may be in conflict herewith. If any ambiguity or conflict exists, this local law shall govern and the presumption shall in each case be that the moratorium is in effect.

SECTION 4: No Consideration of New, Revised, or Renewal Applications.

No applications shall be accepted for filing, review, or consideration, and no site plans, authorizations, special permits, permits, building permits, variances, waivers or other approvals that purport to allow or advance the development, siting, or construction of any Mining Operation shall be undertaken, reviewed, considered or issued by any board, officer, employee or agent of the Town, except as specifically set forth in Section 10 of this Local Law. Nor shall any language or term in this moratorium effect, or be construed to result in, any default approval, and any matter now pending shall be stayed in place during the pendency of this moratorium, with all deadlines or other timelines suspended for the same number of days that this moratorium is in effect.

SECTION 5: Term.

The moratorium imposed by this Local Law shall be in effect for a period of twelve (12) months from the effective date of this Local Law. This moratorium may be extended, or rescinded or removed, by local law. During the period of this moratorium the Town shall endeavor to:

A. Review and revise the Town's Zoning Law to address mining operations, including definitions, permitted and prohibited uses, performance standards, setback requirements, road use requirements, environmental review procedures, and reclamation requirements, and recommend changes to the Zoning Law and/or other laws regarding the administration and oversight of mining operations;

B. Review the Town's Comprehensive Plan with respect to mining and mineral extraction and make any recommended amendments;

C. Consult with the Chemung County Department of Public Works, the New York State Department of Environmental Conservation, and other relevant agencies regarding the impact of mining operations on Town and County roads and infrastructure; and

D. Gather public input on the desirability and appropriate conditions for mining operations within the Town.

SECTION 6: Location.

The moratorium imposed by this Local Law shall apply to the territorial limits of the Town of Veteran. Any dispute as to whether a property is encompassed within the geographic area detailed above shall be resolved by reference to the Chemung County Department of Real Property Services and the official New York corporate boundary maps for the Town of Veteran.

SECTION 7: Penalties.

The following provisions shall apply generally, and the violation of this Local Law shall allow and permit enforcement in any one or more of the following manners:

A. When any term, provision, or requirement of this Local Law is violated the Code Enforcement Officer may issue a written notice of violation to the Applicant (or other Person in violation hereof). The notice of violation shall contain; (i) the name and address of the Person alleged to have violated this Local Law; (ii) the address, when available, or a description of the building, structure or parcel upon which the violation occurred or is occurring; (iii) a brief statement specifying the nature of the violation; (iv) a statement of the fine or penalty that may or could be assessed against any Person to whom the notice of violation is directed; and (v) a clear statement identifying whether the notice commences or may commence a civil or criminal proceeding. The failure to comply with a written notice of violation by correcting the violation is in itself a separate violation of this Local Law and may be further enforced as such. In addition, Executive Law § 382 may be duly enforced separately from any such notice, and both notices may take the form of a single notice which must, in addition to the above, contain the information and be served as required by said § 382.

B. The Code Enforcement Officer may issue stop work orders for violations of this Local Law. Any Person receiving a stop work order shall be required to halt all clearing, grading, construction, and any other or related activities, until the Enforcement Officer or a court of competent jurisdiction allows work to recommence.

C. Town may also maintain actions or proceedings in the name of the Town in a court of competent jurisdiction to compel compliance with, restrain by injunction the violation of any provision or requirement of this Local Law, including to prevent, enjoin, correct,

enforce, or abate any violation of, or non-conformance with, any provision or requirement of this Local Law or the terms and conditions set forth in any waiver or approval issued hereunder. In any such proceeding the Town shall not be required to: (i) prove the lack of an adequate remedy at law; or (ii) to post a bond or other undertaking as a condition or requirement for any preliminary, interim, or permanent restraining order or injunction. No such action or proceeding shall be commenced without the appropriate authorization from the Town Board.

D. This Local Law may be enforced civilly or criminally by seeking fines, penalties, and like punishments to deter future violations and sanction offenders. All provisions of New York law and process generally applicable to misdemeanors shall apply to any criminal proceeding brought upon any violations of this Local Law, including for purposes of conferring jurisdiction. The following civil and criminal fines and penalties shall apply to any violation of the requirements or terms of this Local Law: 1. For a first offense, any Person that violates any of the provisions of this Local Law shall be (i) guilty of a violation and subject to a fine of not less than $500 nor more than $1,000, or (ii) subject to a civil penalty of not less than $500 nor more than $1,000 to be recovered by the Town in a civil action. Every such Person shall be deemed guilty of a separate offense for each week that such violation, disobedience, omission, neglect or refusal shall continue. Similarly, a separate civil penalty shall apply and be assessable for each week that such violation, disobedience, omission, neglect or refusal shall continue. 2. For a second offense, a Person shall be (i) guilty of an unclassified misdemeanor and subject to a fine of not less than $1,000 nor more than $2,500, or (2) subject to a civil penalty of not less than $1,000 nor more than $2,500 to be recovered by the Town in a civil action. Every such Person shall be deemed guilty of a separate unclassified misdemeanor for each week that such violation, disobedience, omission, neglect, or refusal shall continue. Similarly, a separate civil penalty shall apply and be assessable for each week that such violation, disobedience, omission, neglect, or refusal shall continue. 3. The above fines are in addition to any penalty, fine, or sentence allowed or imposable pursuant to said Executive Law § 382.

E. Upon any violation of this Local Law by an Applicant or any Person, the Town may, and the Code Enforcement Officer shall, decline and refuse to issue any approvals, endorsements, certifications, building permits, certificates of occupancy, certificates of compliance, and any similar or other document or approval until the Applicant or Person rectifies and cures such violation.

F. Any Person violating this Local Law shall be required to restore land to its prior or undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the Town will take necessary corrective action, the cost of which shall become a lien upon the property until paid. In addition, the Town may commence any one or more civil proceedings in the Town Court, or any other court or tribunal of competent jurisdiction, to recover the costs of such restoration.

G. For purposes of this Local Law the Justice Court of the Town is hereby vested and imbued with jurisdiction to: (i) issue administrative or other warrants in compliance with the New York Criminal Procedure Law and administrative codes of the State of New York; and (ii) hear and adjudicate allegations relating to the criminal or civil violation of this Local Law and to thereafter, if appropriate, impose any fine, penalty, or sanction.

H. Criminal matters arising in relation to enforcement matters under this Local Law shall be classified as offenses per the following guidelines: (i) first offenses shall be deemed violations; (ii) second offenses shall be deemed unclassified misdemeanors; and (iii) violations of Executive Law § 382 shall be classified as set forth by New York State in such § 382.

I. No remedy or penalty specified in this Local Law shall be the exclusive remedy available to the Town to address any violation of, or non-compliance with, the requirements of this Local Law. The rights and remedies of the Town are independent of each other and cumulative. The grant of any right or remedy in this Local Law is in addition to, and not in limitation of or in substitution for any other right or remedy of the Town, whether sounding in law, equity, or admiralty. Further, the election by the Town of any one right or remedy does not forestall or prevent the simultaneous or future election of any other right or remedy, whether relating to enforcement, sentencing, or otherwise.

SECTION 8: Exemptions and Non-Conforming Uses.

This moratorium shall not include the routine agricultural soil disturbance, normal road maintenance activities conducted by the Town or Chemung County, or de minimis excavation incidental to residential construction on a single parcel. Any expansion of a lawful, pre-existing, non-conforming Mining Operation shall not be grandfathered under this Section and instead shall in all respects be prohibited as contemplated by Section 3 hereof. "Grandfathered" and/or allowed lawful pre-existing uses neither have nor possess any right to expand such non-conforming use whether above or below ground, and no such right shall be deemed, construed, or implied to exist.

SECTION 9: Validity.

The invalidity of any word, section, clause, sentence, part or provision of this Local Law shall not affect the validity of any other part or provision of this Local Law that can be given effect without such invalid provision.

SECTION 10: Hardship.

The Town Board of the Town is hereby authorized to accept and review (after public notice and public hearing and in accordance with the requirements of law and of this Local Law) written requests for a waiver application of the provisions of this Local Law by persons aggrieved hereby. The Town Board shall have sixty (60) days after closing the public hearing to make a determination on the requested relief. In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be consistent with review of said application. An application for relief of application of the moratorium shall be accompanied by a fee of $2,500.00, together with the applicant's written undertaking, in a form to be approved by the Town Attorney, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to assist the Town in evaluating and considering the merits of such application. In the alternative to an undertaking, the Town, at its sole discretion, may require the applicant to provide moneys (in addition to the $2,500. 00 fee above) to be held in a non-interest bearing escrow account for the purposes of paying for the expenses anticipated herein. Such initial amount to be paid into escrow shall be determined by the Town Board and the Town

Board may require subsequent deposit of additional funds should the initial escrow amount not be adequate to pay for all such expenses. No such waiver shall be granted by the Town Board without a showing by the Applicant that applicable regulations and restrictions have caused unnecessary hardship.

In order to prove such unnecessary hardship the Applicant is required to demonstrate to the Town Board that, with respect to every permitted use under Town land use, each of the following four criteria is satisfied: (i) the Applicant cannot realize a reasonable return on the entire parcel of property, and such lack of return is substantial as demonstrated by competent financial evidence; (ii) the alleged hardship relating to the property in question is unique, and does not apply to a substantial portion of the district or neighborhood; (iii) the requested waiver, if granted, will not alter the essential character of the rural, hamlet, or other neighborhood; and (iv) the alleged hardship has not been self-created.

A. Reasonable Rate of Return. In evaluating whether the Applicant can realize a reasonable rate of return, the Town Board must examine whether the entire original or expanded property holdings of the Applicant are incapable of producing a reasonable rate of return (and not just the site of the proposed development project). No waiver shall be granted unless, in addition to satisfying all other applicable provisions of law and this Law, the Town Board finds that the Applicant has clearly demonstrated by detailed "dollar and cents" proof, the inability to obtain a reasonable return for the entire parcel (and not just the site of the proposed project) and for each and every permitted use in the area of the Town the property is located.

B. Unique Hardship. No waiver shall be granted unless, in addition to satisfying all other applicable provisions of the law and this Local Law, the Town Board finds that the entire parcel of which the project is a part possesses unique characteristics that distinguish it from other properties in the area.

C. Essential Character of the Neighborhood. In making its determination, of whether the proposed development project will alter the essential character of the neighborhood, the Town Board shall take into account factors that are of vital importance to the citizens of the Town including without limitation: (i) the rural residential and agricultural character of the Town, (ii) its irreplaceable recreation, historic, and tourism sites, (iii) the extent of hazard to life, limb or property may result from the proposed development project, (iv) health impacts, (v) the social and economic impacts of traffic congestion, noise, dust, odors, emissions, solid waste generation and other nuisances, (vi) the impact on property values, and (viii) whether the Applicant will engage in the type of development that will result in degradation to the air quality, water quality or scenic or other natural resources of the Town. In order to find that the proposed development project does not alter the essential character of the neighborhood, the Board shall interpret the public interest in said essential character of the neighborhood to require, at a minimum, that the project will not do any of the following: (x) pose a threat to the public safety, including public health, water quality or air quality, (y) cause an extraordinary public expense, or (z) create a nuisance.

D. Self-Created Hardship. The Town Board may find that the Applicant suffers from a self-created hardship in the event that the Board finds that (i) the Applicant's inability to obtain a reasonable return on the property as a whole results from having paid too much or from a poor investment decision; (ii) the Applicant previously divided the property and

is left with only a portion which suffers from some unique conditions for which relief is sought and which did not apply to the parcel as a whole; (iii) when the Applicant purchased the property, the Applicant knew or should have known the property was subject to the land use restrictions; or (iv) that the Applicant transferred or obtained property rights with only a unilateral expectation of development or return on investment, particularly if the development or project envisioned was speculative or of an investment character, and it shall be material to this question to examine the degree to which the investment in land rights or use rights was partial (such as leasing, easements, or licensure) as opposed to in fee (actual acquisition of fee simple title), and whether the anticipated income, profits, or receipts were conditional, contingent, or guaranteed.

In the event the Town Board grants a waiver from the provisions of this Local Law to the Applicant, the Applicant shall be required to comply with all provisions of the Town's then applicable land use regulations and other laws and regulations, together with any amendments to such law or regulations which may be enacted during the term of this Local Law. Any waiver that is granted shall grant only the minimum waiver that the Town Board deems necessary and adequate to address the unnecessary hardship proven by the Applicant, and at the same time preserve and protect the character of the neighborhood and health, safety, and welfare of the community.

SECTION 11: Statutory Authority. Supersession.

This Local Law is promulgated and adopted pursuant to Municipal Home Rule Law and the State Environmental Quality Review Act, and its implementing regulations. It expressly supersedes any provisions of sections 267, 267- a, 267- b, 267- c, 274- a, 274- b and 276 of the Town Law of the State of New York. Furthermore, this Local Law shall supersede the New York State Environmental Conservation Law section 3-0301(1)(b), 3-0301(2)(m) and 8-0113 and 6 NYCRR Part 617, also known as the State Environmental Quality Review Act, as it pertains to applications that are neither excluded nor exempt from this Local Law. This Local Law shall supersede and suspend those provisions of the Town of Veteran and New York State law which may require the Town Board, Planning Board, Zoning Board of Appeals, and the Town Code Enforcement officer to accept, process, and approve land use applications within certain statutory time periods.

SECTION 12: Conflicts.

For and during the stated term of this legislation, unless the stated term thereof shall be modified or abridged by the Town Board, this moratorium shall take precedence over and shall control over any contradictory local law, ordinance, regulation or Code provision.

SECTION 13: Effective Date.

The effective date of this Local Law shall be immediate upon its filing with the Secretary of State, or upon actual submission of a copy of the adopted local law to any individual, person or applicant.

Respectfully Submitted

Town Board, Town of Veteran

TOWN OF VETERAN

CHEMUNG COUNTY, NEW YORK

TOWN BOARD RESOLUTION

RESOLUTION NO. _____ OF 2026

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF VETERAN INTRODUCING PROPOSED LOCAL LAW NO. ___ OF 2026, ENTITLED "LOCAL LAW IMPOSING A MORATORIUM ON MINING OPERATIONS," AND SCHEDULING A PUBLIC HEARING THEREON

WHEREAS, the Town Board of the Town of Veteran (the "Town Board") is authorized pursuant to the New York State Municipal Home Rule Law, Section 10 and 22, and the New York State Constitution to enact local laws for the protection of the health, safety and welfare of the residents of the Town of Veteran (the "Town"); and

WHEREAS, the Town Board has determined that the Town's existing Zoning Law requires review and amendment with respect to mining and mineral extraction operations to bring it into conformance with New York State law and to address inconsistencies and gaps in the Town's regulatory framework; and

WHEREAS, Town Counsel has advised the Town Board that the Town's Zoning Code requires amendment to bring it into conformance with New York State law as it pertains to mining operations; and

WHEREAS, the Town Board finds that it is necessary and appropriate to impose a temporary moratorium on applications for, review of, and approvals of Mining Operations within the Town while such review and amendment is undertaken; and

WHEREAS, the Town Board has caused to be prepared a proposed local law entitled "Local Law Imposing a Moratorium on Mining Operations," designated as Proposed Local Law No. ___ of 2026 (the "Proposed Local Law"), a copy of which is on file with the Town Clerk; and

WHEREAS, the Municipal Home Rule Law requires that a public hearing be held prior to the adoption of any local law; and

WHEREAS, the Town Board desires to introduce the Proposed Local Law and to schedule a public hearing thereon in accordance with the requirements of the Municipal Home Rule Law;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Veteran as follows:

FIRST: The Town Board hereby introduces Proposed Local Law No. ___ of 2026, entitled "Local Law Imposing a Moratorium on Mining Operations," a copy of which is on file with the Town Clerk and incorporated herein by reference.

SECOND: A public hearing on the Proposed Local Law shall be held at the Town Hall, 4049 Watkins Road, Millport, New York 14864, on _____, 2026, at _____ [a.m./p.m.], or as soon thereafter as the matter may be heard.

THIRD: The Town Clerk is hereby directed to cause notice of said public hearing to be published in the official newspaper of the Town of Veteran at least ten (10) days prior to the date of said public hearing, in accordance with the requirements of the Municipal Home Rule Law, which notice shall state the date, time, and place of the public hearing and the subject matter thereof.

FOURTH: The Town Clerk is further directed to make the Proposed Local Law available for public inspection at the Town Clerk's office during normal business hours from the date of this Resolution through the conclusion of the public hearing.

FIFTH: This Resolution shall take effect immediately upon its adoption.

THE ABOVE RESOLUTION was offered by _____ and seconded by _____.

ROLL CALL VOTE:

Supervisor Lewis _____
Councilman DeMichele _____
Councilman Emanuel _____
Councilwoman Henke _____
Councilman Wolf _____

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

RESOLUTION ADOPTED / DEFEATED

I, Jenny Reese, Town Clerk of the Town of Veteran, do hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the Town Board of the Town of Veteran at a meeting held on _____, 2026.

_____
Jenny Reese, Town Clerk
Town of Veteran
Date: _____

TOWN OF VETERAN

REDLINE COMPARISON

~~BESS Moratorium (Local Law #4 of 2024)~~ → Mining Moratorium (Proposed 2026)

Prepared for Town Board Reference — July 2026

KEY: ~~Strikethrough red~~ = BESS text removed/replaced Underlined blue = Mining text added/substituted
Black = unchanged

Proposed LOCAL LAW #~~4~~___ FOR THE YEAR ~~2024~~2026

TOWN OF VETERAN MORATORIUM ON ~~BATTERY ENERGY STORAGE SYSTEMS INSTALLATION~~MINING OPERATIONS

Be it enacted by the Town Board of the Town of Veteran as follows:

SECTION 1: Enactment, Title, and Definitions.

The Town Board of the Town of Veteran does hereby enact the Town of Veteran Moratorium (the "Local Law") with respect to certain applications, reviews and approvals as may or could arise under the existing Town of Veteran Zoning Law (defined below). This Local Law shall impose a moratorium on applications or proceedings for applications for, the review of applications for, or the issuance of approvals or permits for the ~~construction, operation, or siting of any Battery Energy Storage Systems~~establishment, expansion, operation, or siting of any Mining Operation within the Town of Veteran. This Local Law shall be known and may be cited as Local Law #~~4 of 2024~~___ of 2026 of the Town of Veteran and is entitled the "Local Law Imposing a Moratorium on ~~Battery Energy Storage System Installations~~Mining Operations".

The capitalized terms in the foregoing sentences, and as used throughout this Local Law, shall have the meanings set forth in the Town of Veteran Zoning Law, unless otherwise defined below:

APPLICANT: Any landowner and all those claiming through or on behalf of the owner(s), whether by license, lease, easement, contract, or by owner's designation as an agent for purposes of making any application or any land use review or approval, whether for a permit or otherwise.

~~**BATTERY ENERGY STORAGE SYSTEM:** One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, with an aggregate energy capacity in excess of 200 kWh.~~

MINING OPERATION: Any extraction, excavation, removal, or processing of minerals, stone, gravel, sand, soil, or other earth materials from land within the Town of Veteran, including but not limited to quarrying, open-pit mining, blasting, crushing, screening, or any related processing activity, whether or not conducted pursuant to a permit issued by the New York State Department of Environmental Conservation.

PERSON: Any person, partnership, association, corporation, company, limited liability company or organization of any kind.

TOWN: The Town of Veteran, NY.

~~**SOLAR LAW:** The Town of Veteran Local Law #2 of 2019, a local law to Regulate Solar Energy Storage Systems, including all amendments thereto.~~

ZONING LAW: The Town of Veteran Local Law #2 of 2021, Town of Veteran Zoning Law 2021, including all amendments thereto.

SECTION 2: Authorization, Purpose, and Intent.

Pursuant to the authority and provisions of the New York State Constitution, and Section 10 and 22 of the Municipal Home Rule Law, and the statutory powers vested in the Town of Veteran to (i) regulate and control land use, (ii) regulate and administer the administration of local taxes and assessments, and the fixing, levying and collecting of local rental charges and fees and (iii) protect the health, safety and welfare of its residents, the Town Board (the "Board") of the Town of Veteran hereby declares a ~~six (6)~~twelve (12) month moratorium on applications or proceedings for applications for, the review of applications for, or the issuance of approvals or permits for the

~~construction, operation, or siting of any Battery Energy Storage Systems~~establishment, expansion, operation, or siting of any Mining Operation within the Town.

This moratorium will allow time to carefully review the Town's Comprehensive Plan and for Town officials to review, clarify, amend, and update the Town's Zoning Law for ~~energy storage uses, including researching the impact of New York State's Real Property Law §487 and investigating what options are available to the Town to enhance its revenues from such developments through the use of tax levies, payment-in-lieu-of-taxes agreements, host community agreements or any other means available by law and recommend changes to the Solar Law and /or Zoning Law to address such issues~~mining and mineral extraction uses, including: evaluating whether mining operations are consistent with the land use goals and character of the Town; revising inconsistent or ambiguous provisions of the Zoning Law; ensuring that correct procedures are followed with respect to all required agency reviews; gathering public input on the desirability and conditions of mining in the Town; and reviewing the adequacy of existing Road Use Agreement procedures and requirements. These objectives are important for the Town, pursuant to the Comprehensive Plan, to be best equipped to ~~encourage Battery Energy Storage System development, while protecting~~regulate mining activity while protecting the health, safety and welfare of the community. This Local Law will also allow the Town to adopt such other regulations as may be necessary to protect the Town's fiscal health and its environment and to promote and preserve the health, safety and welfare of the Town and its citizens.

The Town Board further finds that Town Counsel has advised that the Town's Zoning Code requires amendment to bring it into conformance with New York State law as it pertains to mining operations, and that such amendment requires adequate time for review, public input, and deliberation. The moratorium imposed by this Local Law is intended to provide that time and to ensure that no applications are approved or processed under a Zoning Code that Town Counsel has identified as requiring revision.

SECTION 3: Scope of Controls.

During the effective period of this Local Law:

A. The Town Board, Planning Board, Zoning Board of Appeals, and/or Code Enforcement Officer shall not conduct any review or consider or grant any permit or other approval that will result in the approval, establishment, or ~~construction of any Battery Storage System~~expansion, or construction of any Mining Operation within the Town.

B. To the extent permitted by law, this moratorium shall supersede all relevant provisions of the New York State Town Law, the New York State Building Code, any relevant Town local law and any other applicable law, rule, or regulation that may be in conflict herewith. If any ambiguity or conflict exists, this local law shall govern and the presumption shall in each case be that the moratorium is in effect.

SECTION 4: No Consideration of New, Revised, or Renewal Applications.

No applications shall be accepted for filing, review, or consideration, and no site plans, authorizations, special permits, permits, building permits, variances, waivers or other approvals that purport to allow or advance the ~~development, siting, or construction of any Battery Energy Storage Systems associated with Tier 3 or Tier 4 Solar Energy Systems~~establishment, expansion, operation, or siting of any Mining Operation shall be undertaken, reviewed, considered or issued by any board, officer, employee or agent of the Town, except as specifically set forth in Section 10 of this Local Law. Nor shall any language or term in this moratorium effect, or be construed to result in, any default approval, and any matter now pending shall be stayed in place during the pendency of this moratorium, with all deadlines or other timelines suspended for the same number of days that this moratorium is in effect.

SECTION 5: Term.

The moratorium imposed by this Local Law shall be in effect for a period of ~~six (6)~~twelve (12) months from the effective date of this Local Law. This moratorium may be extended, or rescinded or removed, by local law. During the period of this moratorium the Town shall endeavor to:

A. ~~Research the impact of New York State's Real Property Law §487, investigate what options are available to the Town to enhance its revenues from such developments through the use of tax levies, payment-in-lieu-of-taxes agreements, host community agreements or any other means available by law and recommend changes to the Solar Law and /or Zoning Law to address such issues~~Review and revise the

Town's Zoning Law to address mining operations, including definitions, permitted and prohibited uses, performance standards, setback requirements, road use requirements, environmental review procedures, and reclamation requirements, and recommend changes to the Zoning Law and/or other laws regarding the administration and oversight of mining operations; and

B. ~~Make recommended changes to the Solar Law, Zoning Law, and/or other laws regarding the administration and oversight of decommissioning of Battery Energy Storage Systems.~~Review the Town's Comprehensive Plan with respect to mining and mineral extraction and make any recommended amendments; and

C. Consult with the Chemung County Department of Public Works, the New York State Department of Environmental Conservation, and other relevant agencies regarding the impact of mining operations on Town and County roads and infrastructure; and

D. Gather public input on the desirability and appropriate conditions for mining operations within the Town.

SECTION 6: Location.

The moratorium imposed by this Local Law shall apply to the territorial limits of the Town of Veteran. Any dispute as to whether a property is encompassed within the geographic area detailed above shall be resolved by reference to the Chemung County Department of Real Property Services and the official New York corporate boundary maps for the Town of Veteran.

SECTION 7: Penalties.

The following provisions shall apply generally, and the violation of this Local Law shall allow and permit enforcement in any one or more of the following manners:

A. When any term, provision, or requirement of this Local Law is violated the Code Enforcement Officer may issue a written notice of violation to the Applicant (or other Person in violation hereof). The notice of violation shall contain; (i) the name and address of the Person alleged to have violated this Local Law; (ii) the address, when available, or a description of the building, structure or parcel upon which the violation occurred or is occurring; (iii) a brief statement specifying the nature of the violation; (iv) a statement of the fine or penalty that may or could be assessed against any Person to whom the notice of violation is directed; and (v) a clear statement identifying whether the notice commences or may commence a civil or criminal proceeding. The failure to comply with a written notice of violation by correcting the violation is in itself a separate violation of this Local Law and may be further enforced as such. In addition, Executive Law § 382 may be duly enforced separately from any such notice, and both notices may take the form of a single notice which must, in addition to the above, contain the information and be served as required by said § 382.

B. The Code Enforcement Officer may issue stop work orders for violations of this Local Law. Any Person receiving a stop work order shall be required to halt all clearing, grading, construction, and any other or related activities, until the Enforcement Officer or a court of competent jurisdiction allows work to recommence.

C. Town may also maintain actions or proceedings in the name of the Town in a court of competent jurisdiction to compel compliance with, restrain by injunction the violation of any provision or requirement of this Local Law, including to prevent, enjoin, correct, enforce, or abate any violation of, or non-conformance with, any provision or requirement of this Local Law or the terms and conditions set forth in any waiver or approval issued hereunder. In any such proceeding the Town shall not be required to: (i) prove the lack of an adequate remedy at law; or (ii) to post a bond or other undertaking as a condition or requirement for any preliminary, interim, or permanent restraining order or injunction. No such action or proceeding shall be commenced without the appropriate authorization from the Town Board.

D. This Local Law may be enforced civilly or criminally by seeking fines, penalties, and like punishments to deter future violations and sanction offenders. All provisions of New York law and process generally applicable to misdemeanors shall apply to any criminal proceeding brought upon any violations of this Local Law, including for purposes of conferring jurisdiction. The following civil and criminal fines and penalties shall apply to any violation of the requirements or terms of this Local Law: 1. For a first offense, any Person that violates any of the provisions of this Local Law shall be (i) guilty of a violation and subject to a fine of not less than $500 nor more than $1,000, or (ii) subject to a civil penalty of not less than $500 nor more than $1,000 to be recovered by the Town in a civil action. Every such Person shall be deemed

guilty of a separate offense for each week that such violation, disobedience, omission, neglect or refusal shall continue. Similarly, a separate civil penalty shall apply and be assessable for each week that such violation, disobedience, omission, neglect or refusal shall continue. 2. For a second offense, a Person shall be (i) guilty of an unclassified misdemeanor and subject to a fine of not less than $1,000 nor more than $2,500, or (2) subject to a civil penalty of not less than $1,000 nor more than $2,500 to be recovered by the Town in a civil action. Every such Person shall be deemed guilty of a separate unclassified misdemeanor for each week that such violation, disobedience, omission, neglect, or refusal shall continue. Similarly, a separate civil penalty shall apply and be assessable for each week that such violation, disobedience, omission, neglect, or refusal shall continue. 3. The above fines are in addition to any penalty, fine, or sentence allowed or imposable pursuant to said Executive Law § 382.

E. Upon any violation of this Local Law by an Applicant or any Person, the Town may, and the Code Enforcement Officer shall, decline and refuse to issue any approvals, endorsements, certifications, building permits, certificates of occupancy, certificates of compliance, and any similar or other document or approval until the Applicant or Person rectifies and cures such violation.

F. Any Person violating this Local Law shall be required to restore land to its prior or undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the Town will take necessary corrective action, the cost of which shall become a lien upon the property until paid. In addition, the Town may commence any one or more civil proceedings in the Town Court, or any other court or tribunal of competent jurisdiction, to recover the costs of such restoration.

G. For purposes of this Local Law the Justice Court of the Town is hereby vested and imbued with jurisdiction to: (i) issue administrative or other warrants in compliance with the New York Criminal Procedure Law and administrative codes of the State of New York; and (ii) hear and adjudicate allegations relating to the criminal or civil violation of this Local Law and to thereafter, if appropriate, impose any fine, penalty, or sanction.

H. Criminal matters arising in relation to enforcement matters under this Local Law shall be classified as offenses per the following guidelines: (i) first offenses shall be deemed violations; (ii) second offenses shall be deemed unclassified misdemeanors; and (iii) violations of Executive Law § 382 shall be classified as set forth by New York State in such § 382.

I. No remedy or penalty specified in this Local Law shall be the exclusive remedy available to the Town to address any violation of, or non-compliance with, the requirements of this Local Law. The rights and remedies of the Town are independent of each other and cumulative. The grant of any right or remedy in this Local Law is in addition to, and not in limitation of or in substitution for any other right or remedy of the Town, whether sounding in law, equity, or admiralty. Further, the election by the Town of any one right or remedy does not forestall or prevent the simultaneous or future election of any other right or remedy, whether relating to enforcement, sentencing, or otherwise.

SECTION 8: Exemptions and Non-Conforming Uses.

This moratorium shall not include the ~~installation and/or use of a stand-alone 12-volt car battery or an electric motor vehicle.~~routine agricultural soil disturbance, normal road maintenance activities conducted by the Town or Chemung County, or de minimis excavation incidental to residential construction on a single parcel. Any expansion of a lawful, pre-existing, non-conforming ~~use~~Mining Operation shall not be grandfathered under this Section and instead shall in all respects be prohibited as contemplated by Section 3 hereof. "Grandfathered" and/or allowed lawful pre-existing uses neither have nor possess any right to expand such non-conforming use whether above or below ground, and no such right shall be deemed, construed, or implied to exist.

SECTION 9: Validity.

The invalidity of any word, section, clause, sentence, part or provision of this Local Law shall not affect the validity of any other part or provision of this Local Law that can be given effect without such invalid provision.

SECTION 10: Hardship.

The Town Board of the Town is hereby authorized to accept and review (after public notice and public hearing and in accordance with the requirements of law and of this Local Law) written requests for a waiver application of the provisions of this Local Law by persons aggrieved hereby. The Town Board shall have sixty (60) days after closing

the public hearing to make a determination on the requested relief. In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be consistent with review of said application. An application for relief of application of the moratorium shall be accompanied by a fee of $2,500.00, together with the applicant's written undertaking, in a form to be approved by the Town Attorney, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to assist the Town in evaluating and considering the merits of such application. In the alternative to an undertaking, the Town, at its sole discretion, may require the applicant to provide moneys (in addition to the $2,500. 00 fee above) to be held in a non-interest bearing escrow account for the purposes of paying for the expenses anticipated herein. Such initial amount to be paid into escrow shall be determined by the Town Board and the Town Board may require subsequent deposit of additional funds should the initial escrow amount not be adequate to pay for all such expenses. No such waiver shall be granted by the Town Board without a showing by the Applicant that applicable regulations and restrictions have caused unnecessary hardship.

In order to prove such unnecessary hardship the Applicant is required to demonstrate to the Town Board that, with respect to every permitted use under Town land use, each of the following four criteria is satisfied: (i) the Applicant cannot realize a reasonable return on the entire parcel of property, and such lack of return is substantial as demonstrated by competent financial evidence; (ii) the alleged hardship relating to the property in question is unique, and does not apply to a substantial portion of the district or neighborhood; (iii) the requested waiver, if granted, will not alter the essential character of the rural, hamlet, or other neighborhood; and (iv) the alleged hardship has not been self-created.

A. Reasonable Rate of Return. In evaluating whether the Applicant can realize a reasonable rate of return, the Town Board must examine whether the entire original or expanded property holdings of the Applicant are incapable of producing a reasonable rate of return (and not just the site of the proposed development project). No waiver shall be granted unless, in addition to satisfying all other applicable provisions of law and this Law, the Town Board finds that the Applicant has clearly demonstrated by detailed "dollar and cents" proof, the inability to obtain a reasonable return for the entire parcel (and not just the site of the proposed project) and for each and every permitted use in the area of the Town the property is located.

B. Unique Hardship. No waiver shall be granted unless, in addition to satisfying all other applicable provisions of the law and this Local Law, the Town Board finds that the entire parcel of which the project is a part possesses unique characteristics that distinguish it from other properties in the area.

C. Essential Character of the Neighborhood. In making its determination, of whether the proposed development project will alter the essential character of the neighborhood, the Town Board shall take into account factors that are of vital importance to the citizens of the Town including without limitation: (i) the rural residential and agricultural character of the Town, (ii) its irreplaceable recreation, historic, and tourism sites, (iii) the extent of hazard to life, limb or property may result from the proposed development project, (iv) health impacts, (v) the social and economic impacts of traffic congestion, noise, dust, odors, emissions, solid waste generation and other nuisances, (vi) the impact on property values, and (viii) whether the Applicant will engage in the type of development that will result in degradation to the air quality, water quality or scenic or other natural resources of the Town. In order to find that the proposed development project does not alter the essential character of the neighborhood, the Board shall interpret the public interest in said essential character of the neighborhood to require, at a minimum, that the project will not do any of the following: (x) pose a threat to the public safety, including public health, water quality or air quality, (y) cause an extraordinary public expense, or (z) create a nuisance.

D. Self-Created Hardship. The Town Board may find that the Applicant suffers from a self-created hardship in the event that the Board finds that (i) the Applicant's inability to obtain a reasonable return on the property as a whole results from having paid too much or from a poor investment decision; (ii) the Applicant previously divided the property and is left with only a portion which suffers from some unique conditions for which relief is sought and which did not apply to the parcel as a whole; (iii) when the Applicant purchased the property, the Applicant knew or should have known the property was subject to the land use restrictions; or (iv) that the Applicant transferred or obtained property rights with only a unilateral expectation of development or return on investment, particularly if the development or project envisioned was speculative or of an investment character, and it shall be material to this question to examine the degree to which the investment in land rights or use rights was partial (such as leasing, easements, or licensure) as opposed to in fee (actual acquisition of fee simple title), and whether the anticipated income, profits, or receipts were conditional, contingent, or guaranteed.

In the event the Town Board grants a waiver from the provisions of this Local Law to the Applicant, the Applicant shall be required to comply with all provisions of the Town's then applicable land use regulations and other laws and regulations, together with any amendments to such law or regulations which may be enacted during the term of this Local Law. Any waiver that is granted shall grant only the minimum waiver that the Town Board deems necessary and adequate to address the unnecessary hardship proven by the Applicant, and at the same time preserve and protect the character of the neighborhood and health, safety, and welfare of the community.

SECTION 11: Statutory Authority. Supersession.

This Local Law is promulgated and adopted pursuant to Municipal Home Rule Law and the State Environmental Quality Review Act, and its implementing regulations. It expressly supersedes any provisions of sections 267, 267-a, 267- b, 267- c, 274- a, 274- b and 276 of the Town Law of the State of New York. Furthermore, this Local Law shall supersede the New York State Environmental Conservation Law section 3-0301(1)(b), 3-0301(2)(m) and 8-0113 and 6 NYCRR Part 617, also known as the State Environmental Quality Review Act, as it pertains to applications that are neither excluded nor exempt from this Local Law. This Local Law shall supersede and suspend those provisions of the Town of Veteran and New York State law which may require the Town Board, Planning Board, Zoning Board of Appeals, and the Town Code Enforcement officer to accept, process, and approve land use applications within certain statutory time periods.

SECTION 12: Conflicts.

For and during the stated term of this legislation, unless the stated term thereof shall be modified or abridged by the Town Board, this moratorium shall take precedence over and shall control over any contradictory local law, ordinance, regulation or Code provision.

SECTION 13: Effective Date.

The effective date of this Local Law shall be immediate upon its filing with the Secretary of State, or upon actual submission of a copy of the adopted local law to any individual, person or applicant.

Respectfully Submitted

Town Board, Town of Veteran

TOWN OF VETERAN

DETAIL REVENUE AND EXPENDITURE REPORTS

A FUND, B FUND, DA FUND, DB FUND

SIX MONTHS THROUGH 6/30/2026

Budget Analysis -Through 6/30/2026

Revenues

When comparing the Modified Budget with Earned 2026 (Actual), a negative difference is good and means we collected more than budgeted and positive difference means we have collected less than budgeted. Revenues are not collected evenly throughout the year.

Analysis

Sales taxes look good (See Attached) and Mortgage Tax (Account A3005 was not received until July but we received $20,000).

Expenditures

When comparing the Modified Budget with Earned 2026 (Actual), a positive difference is good and means the Town spent less than budgeted and a negative difference means we have spent more than budgeted. Expenditures are not paid evenly throughout the year.

Analysis

In your packet there are highlighted items where we spent more than we budgeted.

1. A1380.400 Fiscal Agent Fees – Contractual were the bond counsel costs and fiscal advisor cost for bond issue in February 2026. $7,600 of that will be covered by motion to close capital project and the rest from another account.
2. A1910.400 Unallocated Insurance – Over by $102. Hard to budget insurance for the last few years.
3. A9040.800 Workers Compensation – Need to Budget More in A and B Funds and less in DA Fund.
4. B9040.800 Workers Compensation – Need to Budget More in A and B Funds and less in DA Fund.

Hope this helps. Any questions please let me know. I will not be attending meeting on August 13th. It is my daughter's last night of swimming for the River Rats.

2026 Chemung County Sales Tax

	Actual	Budget	Surplus
January	$ 76,579.39	$ 61,087.00	$ 15,492.39
February	$ 69,599.28	$ 61,087.00	$ 8,512.28
March	$ 56,313.35	$ 61,088.00	$ (4,774.65)
April	$ 69,742.84	$ 61,087.00	$ 8,655.84
May	$ 61,849.61	$ 61,087.00	$ 762.61
June	$ 65,901.61	$ 61,087.00	$ 4,814.61
July	$ -		
August	$ -		
September	$ -		
October	$ -		
November	$ -		
December	$ -		
Total	$ 399,986.08	$ 366,523.00	$ 33,463.08

TOWN OF VETERAN

GENERAL FUND - TOWNWIDE

DETAIL OF REVENUES

JUNE 30, 2026

		Modified budget	Earned 2026	Unearned Balance	%
REAL PROPERTY TAXES					
A1001	REAL PROPERTY TAXES	393,750.00	393,750.00	0.00	0.0
A1081	IN LIEU OF TAXES	0.00	0.00	0.00	0.0
	TOTAL REAL PROPERTY TAXES	393,750.00	393,750.00	0.00	0.0
REAL PROPERTY TAX ITEMS					
A1090	INTEREST & PENALTIES ON REAL PROP TAXES	10,000.00	24,313.73	-14,313.73	0.0
	TOTAL REAL PROPERTY TAX ITEMS	10,000.00	24,313.73	-14,313.73	0.0
NON-PROPERTY TAX ITEMS					
A1120	NONPROPERTY TAX DISTRIBUTION BY COUNTY	66,945.00	76,579.39	-9,634.39	0.0
A1170	FRANCHISE TAXES	25,000.00	12,272.13	12,727.87	50.9
	TOTAL NON-PROPERTY TAX ITEMS	91,945.00	88,851.52	3,093.48	3.4
DEPARTMENTAL INCOME					
A1255	CLERK FEES	300.00	134.47	165.53	55.2
	TOTAL DEPARTMENTAL INCOME	300.00	134.47	165.53	55.2
USE OF MONEY AND PROPERTY					
A2401	INTEREST & EARNINGS	22,000.00	17,430.62	4,569.38	20.8
	TOTAL USE OF MONEY AND PROPERTY	22,000.00	17,430.62	4,569.38	20.8
LICENSES AND PERMITS					
A2544	DOG LICENSES	4,000.00	1,651.00	2,349.00	58.7
A2590	PERMITS	0.00	0.00	0.00	0.0
	TOTAL LICENSES AND PERMITS	4,000.00	1,651.00	2,349.00	58.7
FINES AND FORFEITURES					
A2610	FINES & FORFEITED BAIL	31,000.00	12,756.00	18,244.00	58.9
	TOTAL FINES AND FORFEITURES	31,000.00	12,756.00	18,244.00	58.9
MISCELLANEOUS LOCAL SOURCES					
A2701	REFUNDS OF PRIOR YEARS EXPENDITURES	0.00	3,774.80	-3,774.80	0.0
A2705	GIFTS & DONATIONS	0.00	0.00	0.00	0.0
A2706	Grants form Local Governments	0.00	0.00	0.00	0.0
A2750	AIM-Related Pyaments	0.00	0.00	0.00	0.0
A2770	OTHER UNCLASSIFIED REVENUES	0.00	1.25	-1.25	0.0
	TOTAL MISCELLANEOUS LOCAL SOURCES	0.00	3,776.05	-3,776.05	0.0
STATE AID					
A3001	STATE REVENUE SHARING (PER CAPITA)	35,212.00	0.00	35,212.00	100.0
A3005	MORTGAGE TAX	45,000.00	0.00	45,000.00	100.0
A3089	State Aid, Other	0.00	0.00	0.00	0.0
A3389	STATE AID, OTHER PUBLIC SAFETY (COURT)	3,117.00	3,116.66	0.34	0.0

TOWN OF VETERAN

GENERAL FUND - TOWNWIDE

DETAIL OF REVENUES

JUNE 30, 2026

		Modified budget	Earned 2026	Unearned Balance	%
A3397	STATE AID, CAP	0.00	0.00	0.00	0.0
	TOTAL STATE AID	83,329.00	3,116.66	80,212.34	96.3
FEDERAL AID					
A4089	FEDERAL AID, OTHER	0.00	0.00	0.00	0.0
	TOTAL FEDERAL AID	0.00	0.00	0.00	0.0
	TOTAL REVENUES:	636,324.00	545,780.05	90,543.95	14.2

TOWN OF VETERAN

GENERAL FUND - TOWNWIDE
DETAIL OF EXPENDITURES
JUNE 30, 2026

		Modified budget	Expended 2026	Encumbered	Unencumbered balance	% Remaining
GENERAL GOVERNMENT SUPPORT						
TOWN BOARD						
A1010.100	LEGISLATIVE BOARD - PERSONAL SERVICES	29,292.00	14,645.80	0.00	14,646.20	50.0
A1010.400	LEGISLATIVE BOARD - CONTRACTUAL EXPENSE	2,000.00	325.00	0.00	1,675.00	83.8
	TOTAL:	31,292.00	14,970.80	0.00	16,321.20	52.2
MUNICIPAL COURT						
A1110.100	MUNICIPAL COURT - PERSONAL SERVICES	23,416.00	11,708.06	0.00	11,707.94	50.0
A1110.110	MUNICIPAL COURT -PER SERVICES -CLERK	13,973.00	6,986.46	0.00	6,986.54	50.0
A1110.201	MUNICIPAL COURT - IMPROV	3,117.00	1,693.26	0.00	1,423.74	45.7
A1110.210	MUNICIPAL COURT -GRANT EQUIPMENT	0.00	0.00	0.00	0.00	0.0
A1110.400	MUNICIPAL COURT - CONTRACTUAL EXPENSES	21,629.00	4,078.00	0.00	17,551.00	81.1
	TOTAL:	62,135.00	24,465.78	0.00	37,669.22	60.6
SUPERVISOR						
A1220.100	SUPERVISOR - PERSONAL SERVICES	24,117.00	12,058.54	0.00	12,058.46	50.0
A1220.110	DEPUTY SUPERVISOR - PERSONAL SERVICES	1,250.00	625.04	0.00	624.96	50.0
A1220.120	TOWN BUDGET OFFICER - PERSONNEL SERVICES	3,000.00	1,499.94	0.00	1,500.06	50.0
A1220.200	SUPERVISOR - EQUIPMENT	1,000.00	0.00	0.00	1,000.00	100.0
A1220.400	SUPERVISOR - CONTRACTUAL EXPENSES	3,500.00	825.55	0.00	2,674.45	76.4
	TOTAL:	32,867.00	15,009.07	0.00	17,857.93	54.3
BOOKKEEPER						
A1320.100	BOOKKEEPER - PERSONAL SERVICES	19,660.00	9,829.95	0.00	9,830.05	50.0
A1320.11	BOOKKEEPER - PERSONNEL SERVICES	0.00	0.00	0.00	0.00	0.0
A1320.200	BOOKKEEPER - EQUIPMENT	1,000.00	0.00	0.00	1,000.00	100.0
A1320.400	BOOKKEEPER - CONTRACTUAL EXPENSES	3,700.00	2,846.00	0.00	854.00	23.1
	TOTAL:	24,360.00	12,675.95	0.00	11,684.05	48.0
TAX COLLECTION						
A1330.400	TAX COLLECTION - CONTRACTUAL	2,000.00	399.33	0.00	1,600.67	80.0
	TOTAL:	2,000.00	399.33	0.00	1,600.67	80.0
ASSESSMENT						
A1355.100	ASSESSMENT - PERSONAL SERVICES	46,556.00	23,278.06	0.00	23,277.94	50.0
A1355.200	ASSESSMENT - EQUIPMENT	2,500.00	0.00	0.00	2,500.00	100.0
A1355.400	ASSESSMENT - CONTRACTUAL EXPENSES	4,000.00	2,257.93	0.00	1,742.07	43.6
	TOTAL:	53,056.00	25,535.99	0.00	27,520.01	51.9
FISCAL AGENT FEES						
A1380.400	FISCAL AGENT FEES - CONTRACTUAL	0.00	8,785.00	0.00	-8,785.00	0.0
	TOTAL:	0.00	8,785.00	0.00	-8,785.00	0.0
TOWN CLERK						
A1410.100	CLERK - PERSONAL SERVICES	57,386.00	28,692.95	0.00	28,693.05	50.0
A1410.11	TOWN CLERK - PERSONNEL SERVICES	4,635.00	2,015.00	0.00	2,620.00	56.5
A1410.200	TOWN CLERK - EQUIPMENT	23,000.00	352.39	0.00	22,647.61	98.5

TOWN OF VETERAN

GENERAL FUND - TOWNWIDE
DETAIL OF EXPENDITURES
JUNE 30, 2026

		Modified budget	Expended 2026	Encumbered	Unencumbered balance	% Remaining
A1410.400	CLERK - CONTRACTUAL EXPENSES	24,900.00	3,172.12	0.00	21,727.88	87.3
	TOTAL:	109,921.00	34,232.46	0.00	75,688.54	68.9
LAW						
A1420.100	LAW - PERSONAL SERVICES	0.00	0.00	0.00	0.00	0.0
A1420.400	LAW - CONTRACTUAL EXPENSES	35,000.00	20,042.50	0.00	14,957.50	42.7
	TOTAL:	35,000.00	20,042.50	0.00	14,957.50	42.7
ELECTIONS						
A1450.400	ELECTIONS - CONTRACTUAL	9,000.00	0.00	0.00	9,000.00	100.0
	TOTAL:	9,000.00	0.00	0.00	9,000.00	100.0
RECORDS MANAGEMENT OFFICER						
A1460.400	RECORDS MANAGEMENT OFFICER - CONTRACTUAL	0.00	0.00	0.00	0.00	0.0
	TOTAL:	0.00	0.00	0.00	0.00	0.0
BUILDINGS						
A1620.200	BUILDINGS - EQUIPMENT	20,000.00	0.00	0.00	20,000.00	100.0
A1620.201	BUILDINGS - IMPROVEMENT	120,000.00	803.99	0.00	119,196.01	99.3
A1620.400	BUILDINGS - CONTRACTUAL	32,000.00	14,065.01	0.00	17,934.99	56.0
	TOTAL:	172,000.00	14,869.00	0.00	157,131.00	91.4
CENTRAL DATA PROCESSING						
A1680.200	CENTRAL DATA PROCESSING - EQUIPMENT	20,000.00	0.00	0.00	20,000.00	100.0
	TOTAL:	20,000.00	0.00	0.00	20,000.00	100.0
SPECIAL ITEMS						
A1910.400	UNALLCTD INSURANCE	36,000.00	36,102.19	0.00	-102.19	0.0
A1920.400	MUNICIPAL ASSOC DUES	1,000.00	1,000.00	0.00	0.00	0.0
A1990.400	SPECIAL ITEMS -CONTINGENT	15,000.00	0.00	0.00	15,000.00	100.0
	TOTAL:	52,000.00	37,102.19	0.00	14,897.81	28.6
	TOTAL GENERAL GOVERNMENT SUPPORT	603,631.00	208,088.07	0.00	395,542.93	65.5
PUBLIC SAFETY						
TRAFFIC CONTROL						
A3310.400	TRAFFIC CONTROL - CONTRACTUAL	2,000.00	0.00	0.00	2,000.00	100.0
	TOTAL:	2,000.00	0.00	0.00	2,000.00	100.0
CONTROL OF DOGS						
A3510.400	CONTROL OF DOGS - CONTRACTUAL EXPENSES	11,600.00	3,750.00	0.00	7,850.00	67.7
	TOTAL:	11,600.00	3,750.00	0.00	7,850.00	67.7
OTHER ANIMAL CONTROL						
A3520.400	OTHER ANIMAL CONTROL - CONTR OTHER	0.00	0.00	0.00	0.00	0.0
	TOTAL:	0.00	0.00	0.00	0.00	0.0
	TOTAL PUBLIC SAFETY	13,600.00	3,750.00	0.00	9,850.00	72.4
TRANSPORTATION						
HIGHWAY ADMINISTRATION						
A5010.100	HIGHWAY ADMINISTRATION - PERSONAL SERVIC	79,683.00	39,841.49	0.00	39,841.51	50.0
A5010.11	HIGHWAY ADMINISTRATION - PERSONNEL SERVI	1,259.00	629.46	0.00	629.54	50.0

TOWN OF VETERAN

GENERAL FUND - TOWNWIDE
DETAIL OF EXPENDITURES
JUNE 30, 2026

		Modified budget	Expended 2026	Encumbered	Unencumbered balance	% Remaining
A5010.200	HIGHWAY ADMINISTRATION - EQUIPMENT	1,000.00	0.00	0.00	1,000.00	100.0
A5010.400	HIGHWAY ADMINISTRATION - CONTRACTUAL E	500.00	250.00	0.00	250.00	50.0
	TOTAL:	82,442.00	40,720.95	0.00	41,721.05	50.6
GARAGE						
A5132.200	GARAGE - EQUIPMENT	12,500.00	1,267.36	0.00	11,232.64	89.9
A5132.400	GARAGE - CONTRACTUAL EXPENSES	20,000.00	6,494.90	0.00	13,505.10	67.5
	TOTAL:	32,500.00	7,762.26	0.00	24,737.74	76.1
	TOTAL TRANSPORTATION	114,942.00	48,483.21	0.00	66,458.79	57.8
CULTURE AND RECREATION						
YOUTH PROGRAMS						
A7310.400	YOUTH PROGRAMS - CONTRACTUAL EXPENSES	700.00	550.00	0.00	150.00	21.4
	TOTAL:	700.00	550.00	0.00	150.00	21.4
HISTORIAN						
A7510.400	HISTORIAN - CONTRACTUAL	1,500.00	180.86	0.00	1,319.14	87.9
	TOTAL:	1,500.00	180.86	0.00	1,319.14	87.9
CELEBRATIONS						
A7550.400	CELEBRATIONS - CONTRACTUAL EXPENSES	1,500.00	0.00	0.00	1,500.00	100.0
	TOTAL:	1,500.00	0.00	0.00	1,500.00	100.0
	TOTAL CULTURE AND RECREATION	3,700.00	730.86	0.00	2,969.14	80.2
HOME AND COMMUNITY SERVICES						
COMPREHENSIVE MASTER PLAN						
A8021.400	CONTRACTUAL	0.00	0.00	0.00	0.00	0.0
	TOTAL:	0.00	0.00	0.00	0.00	0.0
CEMETERIES						
A8810.400	CEMETERIES - CONTRACTUAL	10,000.00	4,795.84	0.00	5,204.16	52.0
	TOTAL:	10,000.00	4,795.84	0.00	5,204.16	52.0
	TOTAL HOME AND COMMUNITY SERVICES	10,000.00	4,795.84	0.00	5,204.16	52.0
EMPLOYEE BENEFITS						
EMPLOYEE BENEFITS						
A9010.800	NYS RETIREMENT	30,000.00	9,659.30	0.00	20,340.70	67.8
A9030.800	SOCIAL SECURITY	25,000.00	11,612.45	0.00	13,387.55	53.6
A9040.8	Workers' Comp	0.00	0.00	0.00	0.00	0.0
A9040.800	WORKERS COMPENSATION	10,000.00	11,081.30	0.00	-1,081.30	0.0
A9050.800	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	0.00	0.0
A9060.800	HEALTH/MED INSURANCE	0.00	0.00	0.00	0.00	0.0
	TOTAL:	65,000.00	32,353.05	0.00	32,646.95	50.2
	TOTAL EMPLOYEE BENEFITS	65,000.00	32,353.05	0.00	32,646.95	50.2
DEBT SERVICE						
BOND ANTICIPATION NOTES						
A9730.700	BOND ANTICIPATION NOTE -INTEREST	29,917.00	29,916.67	0.00	0.33	0.0
	TOTAL:	29,917.00	29,916.67	0.00	0.33	0.0

TOWN OF VETERAN

GENERAL FUND - TOWNWIDE
DETAIL OF EXPENDITURES
JUNE 30, 2026

		Modified budget	Expended 2026	Encumbered	Unencumbered balance	% Remaining
	TOTAL DEBT SERVICE	29,917.00	29,916.67	0.00	0.33	0.0
INTERFUND TRANSFERS						
TRANSFERS TO OTHER FUNDS						
A9901.9	TRANSFERS TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.0
	TOTAL:	0.00	0.00	0.00	0.00	0.0
	TOTAL INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.0
	TOTAL EXPENDITURES:	840,790.00	328,117.70	0.00	512,672.30	61.0

TOWN OF VETERAN

GENERAL FUND - PART TOWN

DETAIL OF REVENUES

JUNE 30, 2026

		Modified budget	Earned 2026	Unearned Balance	%
NON-PROPERTY TAX ITEMS					
B1120	NON-PROPERTY TAX DISTRIBUTION BY COUNTY	81,000.00	81,599.28	-599.28	0.0
	TOTAL NON-PROPERTY TAX ITEMS	81,000.00	81,599.28	-599.28	0.0
DEPARTMENTAL INCOME					
B2110	ZONING FEES	7,000.00	18,743.57	-11,743.57	0.0
	TOTAL DEPARTMENTAL INCOME	7,000.00	18,743.57	-11,743.57	0.0
USE OF MONEY AND PROPERTY					
B2401	INTEREST & EARNINGS	3,025.00	1,633.78	1,391.22	46.0
	TOTAL USE OF MONEY AND PROPERTY	3,025.00	1,633.78	1,391.22	46.0
MISCELLANEOUS LOCAL SOURCES					
B2701	REFUND OF PRIOR YEARS EXPENDITURES	0.00	0.00	0.00	0.0
B2770	OTHER UNCLASSIFIED REVENUES	0.00	0.00	0.00	0.0
	TOTAL MISCELLANEOUS LOCAL SOURCES	0.00	0.00	0.00	0.0
	TOTAL REVENUES:	91,025.00	101,976.63	-10,951.63	0.0

TOWN OF VETERAN

GENERAL FUND - PART TOWN
DETAIL OF EXPENDITURES
JUNE 30, 2026

		Modified budget	Expended 2026	Encumbered	Unencumbered balance	% Remaining
HOME AND COMMUNITY SERVICES						
ZONING						
B8010.100	ZONING - PERSONAL SERVICES	45,022.00	22,511.06	0.00	22,510.94	50.0
B8010.110	ZONING - PERSONNEL SERVICES (CLERK)	3,337.00	1,668.55	0.00	1,668.45	50.0
B8010.200	ZONING - EQUIPMENT	2,000.00	0.00	0.00	2,000.00	100.0
B8010.400	ZONING - CONTRACTUAL	8,925.00	3,993.98	0.00	4,931.02	55.2
	TOTAL:	59,284.00	28,173.59	0.00	31,110.41	52.5
PLANNING						
B8020.400	PLANNING - CONTRACTUAL	6,500.00	1,450.01	0.00	5,049.99	77.7
	TOTAL:	6,500.00	1,450.01	0.00	5,049.99	77.7
COMPREHENSIVE PLAN						
B8021.400	COMPREHENSIVE PLAN - CONTRACTUAL	2,000.00	45.56	0.00	1,954.44	97.7
	TOTAL:	2,000.00	45.56	0.00	1,954.44	97.7
STORMWATER						
B8540.400	STORMWATER - CONTRACTUAL	18,699.00	18,439.86	0.00	259.14	1.4
	TOTAL:	18,699.00	18,439.86	0.00	259.14	1.4
	TOTAL HOME AND COMMUNITY SERVICES	86,483.00	48,109.02	0.00	38,373.98	44.4
EMPLOYEE BENEFITS						
EMPLOYEE BENEFITS						
B9010.800	STATE RETIREMENT	5,000.00	1,770.27	0.00	3,229.73	64.6
B9030.800	SOCIAL SECURITY	3,400.00	1,849.77	0.00	1,550.23	45.6
B9040.8	Workers' Comp	0.00	0.00	0.00	0.00	0.0
B9040.800	WORKERS' COMP	1,800.00	2,001.34	0.00	-201.34	0.0
	TOTAL:	10,200.00	5,621.38	0.00	4,578.62	44.9
HEALTH/MED INSURANCE						
B9060.800	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.0
	TOTAL:	0.00	0.00	0.00	0.00	0.0
	TOTAL EMPLOYEE BENEFITS	10,200.00	5,621.38	0.00	4,578.62	44.9
	TOTAL EXPENDITURES:	96,683.00	53,730.40	0.00	42,952.60	44.4

TOWN OF VETERAN

HIGHWAY FUND - TOWNWIDE

DETAIL OF REVENUES

JUNE 30, 2026

		Modified budget	Earned 2026	Unearned Balance	%
REAL PROPERTY TAXES					
DA1001	REAL PROPERTY TAXES	265,321.00	265,321.00	0.00	0.0
	TOTAL REAL PROPERTY TAXES	265,321.00	265,321.00	0.00	0.0
NON-PROPERTY TAX ITEMS					
DA1120	NON-PROPERTY TAX DISTRIBUTION BY COUNTY	585,101.00	241,807.41	343,293.59	58.7
	TOTAL NON-PROPERTY TAX ITEMS	585,101.00	241,807.41	343,293.59	58.7
INTERGOVERNMENTAL CHARGES					
DA2302	Snow Removal Services-Other Government	0.00	0.00	0.00	0.0
	TOTAL INTERGOVERNMENTAL CHARGES	0.00	0.00	0.00	0.0
USE OF MONEY AND PROPERTY					
DA2401	INTEREST & EARNINGS	10,000.00	10,343.07	-343.07	0.0
	TOTAL USE OF MONEY AND PROPERTY	10,000.00	10,343.07	-343.07	0.0
SALE OF PROPERTY & COMPENSATION FOR LOSS					
DA2650	SALES OF SCRAP	0.00	240.80	-240.80	0.0
DA2665	SALE OF EQUIPMENT	0.00	0.00	0.00	0.0
DA2680	INSURANCE RECOVERY	0.00	0.00	0.00	0.0
	TOTAL SALE OF PROPERTY & COMPENSATION FOR LOS	0.00	240.80	-240.80	0.0
MISCELLANEOUS LOCAL SOURCES					
DA2701	REFUNDS OF PRIOR YEAR'S EXPENDITURES	0.00	0.00	0.00	0.0
DA2770	OTHER UNCLASSIFIED REVENUES	0.00	0.00	0.00	0.0
	TOTAL MISCELLANEOUS LOCAL SOURCES	0.00	0.00	0.00	0.0
INTERFUND TRANSFERS					
DA5031	INTERFUND TRANSFERS	0.00	0.00	0.00	0.0
	TOTAL INTERFUND TRANSFERS	0.00	0.00	0.00	0.0
	TOTAL REVENUES:	860,422.00	517,712.28	342,709.72	39.8

TOWN OF VETERAN

HIGHWAY FUND - TOWNWIDE
DETAIL OF EXPENDITURES
JUNE 30, 2026

		Modified budget	Expended 2026	Encumbered	Unencumbered balance	% Remaining
TRANSPORTATION						
GENERAL REPAIRS						
DA5110.100	GENERAL REPAIRS - PERSONAL SERVICES	155,460.00	82,421.75	0.00	73,038.25	47.0
DA5110.400	GENERAL REPAIRS - CONTRACTUAL	200,000.00	37,309.01	0.00	162,690.99	81.3
DA5110.401	GENERAL REPAIRS - CONTRACTUAL (GAS/OIL)	75,000.00	38,822.87	0.00	36,177.13	48.2
	TOTAL:	430,460.00	158,553.63	0.00	271,906.37	63.2
MACHINERY						
DA5130.100	MACHINERY - PERSONAL SERVICES	25,964.00	2,000.00	0.00	23,964.00	92.3
DA5130.200	MACHINERY - EQUIPMENT	200,000.00	156,281.20	0.00	43,718.80	21.9
DA5130.400	MACHINERY - CONTRACTUAL	70,000.00	25,408.91	0.00	44,591.09	63.7
	TOTAL:	295,964.00	183,690.11	0.00	112,273.89	37.9
MISCELLANEOUS (BRUSH & WEEDS)						
DA5140.100	MISCELLANEOUS (BRUSH & WEEDS) - PERSONAL	4,860.00	0.00	0.00	4,860.00	100.0
DA5140.400	MISCELLANEOUS (BRUSH & WEEDS) - CONTRACT	5,000.00	5,000.00	0.00	0.00	0.0
	TOTAL:	9,860.00	5,000.00	0.00	4,860.00	49.3
SNOW REMOVAL						
DA5142.100	SNOW REMOVAL - PERSONAL SERVICES	38,815.00	11,927.05	0.00	26,887.95	69.3
DA5142.400	SNOW REMOVAL - CONTRACTUAL	75,000.00	55,784.36	0.00	19,215.64	25.6
	TOTAL:	113,815.00	67,711.41	0.00	46,103.59	40.5
	TOTAL TRANSPORTATION	850,099.00	414,955.15	0.00	435,143.85	51.2
EMPLOYEE BENEFITS						
EMPLOYEE BENEFITS						
DA9010.800	STATE RETIREMENT	37,500.00	7,476.17	0.00	30,023.83	80.1
DA9030.800	SOCIAL SECURITY	14,900.00	7,191.41	0.00	7,708.59	51.7
DA9040.8	Workers' Comp	0.00	0.00	0.00	0.00	0.0
DA9040.800	WORKERS' COMP	19,400.00	8,895.33	0.00	10,504.67	54.1
DA9050.800	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	0.00	0.0
DA9060.800	HOSPITAL & MEDICAL INSURANCE	68,145.00	16,980.51	0.00	51,164.49	75.1
	TOTAL:	139,945.00	40,543.42	0.00	99,401.58	71.0
	TOTAL EMPLOYEE BENEFITS	139,945.00	40,543.42	0.00	99,401.58	71.0
DEBT SERVICE						
SERIAL BONDS						
DA9710.600	SERIAL BONDS - PRINCIPAL	56,919.00	56,918.46	0.00	0.54	0.0
DA9710.700	SERIAL BONDS - INTEREST	7,459.00	7,458.62	0.00	0.38	0.0
	TOTAL:	64,378.00	64,377.08	0.00	0.92	0.0
INSTALL PUR PRINCIPAL						
DA9785.6	INSTALL PUR PRINCIPAL	0.00	0.00	0.00	0.00	0.0
DA9785.7	INSTALL PUR INTEREST	0.00	0.00	0.00	0.00	0.0
	TOTAL:	0.00	0.00	0.00	0.00	0.0
	TOTAL DEBT SERVICE	64,378.00	64,377.08	0.00	0.92	0.0

TOWN OF VETERAN

HIGHWAY FUND - TOWNWIDE
DETAIL OF EXPENDITURES
JUNE 30, 2026

	Modified budget	Expended 2026	Encumbered	Unencumbered balance	% Remaining
TOTAL EXPENDITURES:	1,054,422.00	519,875.65	0.00	534,546.35	50.7

TOWN OF VETERAN

HIGHWAY FUND - PART TOWN

DETAIL OF REVENUES

JUNE 30, 2026

		Modified budget	Earned 2026	Unearned Balance	%
NON-PROPERTY TAX ITEMS					
DB1120	NON-PROPERTY TAX DISTRIBUTION BY COUNTY	0.00	0.00	0.00	0.0
	TOTAL NON-PROPERTY TAX ITEMS	0.00	0.00	0.00	0.0
USE OF MONEY AND PROPERTY					
DB2401	INTEREST & EARNINGS	0.00	5,438.95	-5,438.95	0.0
	TOTAL USE OF MONEY AND PROPERTY	0.00	5,438.95	-5,438.95	0.0
SALE OF PROPERTY & COMPENSATION FOR LOSS					
DB2650	SALES OF SCRAP AND EXCESS MATERIALS	0.00	0.00	0.00	0.0
	TOTAL SALE OF PROPERTY & COMPENSATION FOR LOS	0.00	0.00	0.00	0.0
MISCELLANEOUS LOCAL SOURCES					
DB2706	GRANT - CHEMUNG COUNTY MUN ROAD IMP PRG	0.00	0.00	0.00	0.0
DB2770	UNCLASSIFIED MISC. INCOME	0.00	0.00	0.00	0.0
	TOTAL MISCELLANEOUS LOCAL SOURCES	0.00	0.00	0.00	0.0
STATE AID					
DB3001	NYS AIM	0.00	0.00	0.00	0.0
DB3306	Homeland Security	0.00	0.00	0.00	0.0
DB3501	CONSOLIDATED HIGHWAY AID - CHIPS	235,178.00	0.00	235,178.00	100.0
	TOTAL STATE AID	235,178.00	0.00	235,178.00	100.0
	TOTAL REVENUES:	235,178.00	5,438.95	229,739.05	97.7

TOWN OF VETERAN

HIGHWAY FUND - PART TOWN
DETAIL OF EXPENDITURES
JUNE 30, 2026

		Modified budget	Expended 2026	Encumbered	Unencumbered balance	% Remaining
TRANSPORTATION						
GENERAL REPAIRS						
DB5110.100	GENERAL REPAIRS - PERSONAL SERVICES	0.00	0.00	0.00	0.00	0.0
DB5110.400	GENERAL REPAIRS - CONTRACTUAL	0.00	0.00	0.00	0.00	0.0
DB5110.401	GENERAL REPAIRS - CONTRACTUAL GAS-OIL	0.00	0.00	0.00	0.00	0.0
	TOTAL:	0.00	0.00	0.00	0.00	0.0
PERMANENT IMPROVEMENTS						
DB5112.200	PERMANENT IMPROVEMENTS - CAPITAL OUTLAY	235,178.00	25,976.04	0.00	209,201.96	89.0
DB5112.210	MUNICIPAL ROADWAY IMPROVEMENT GRANT PRG	0.00	0.00	0.00	0.00	0.0
	TOTAL:	235,178.00	25,976.04	0.00	209,201.96	89.0
	TOTAL TRANSPORTATION	235,178.00	25,976.04	0.00	209,201.96	89.0
EMPLOYEE BENEFITS						
EMPLOYEE BENEFITS						
DB9010.800	STATE RETIREMENT	0.00	0.00	0.00	0.00	0.0
DB9030.800	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.0
DB9040.8	Workers' Comp	0.00	0.00	0.00	0.00	0.0
DB9040.800	WORKERS' COMP	0.00	0.00	0.00	0.00	0.0
DB9060.800	HOSPITAL & MEDICAL INSURANCE	0.00	0.00	0.00	0.00	0.0
	TOTAL:	0.00	0.00	0.00	0.00	0.0
	TOTAL EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.0
	TOTAL EXPENDITURES:	235,178.00	25,976.04	0.00	209,201.96	89.0

MOTION — BUDGET OFFICER QUARTERLY REPORT

"I move that the Clerk send the Budget Officer a written request, directly from the Board, asking him to provide his availability to present the quarterly report at an upcoming meeting."

Moved by: _____

Seconded by: _____

AYES: _____

NAYES: _____

Motion Carries: _____

v1.5 CHANGES: All Gantt step references removed from body text and INSERT placeholders. §12.2 gating step column replaced with plain trigger descriptions. §12.2 and §12.5 flagged as working draft only -- delete prior to execution. Page numbers added. All other text preserved verbatim from v1.4.

MITSTIFER MINE
HAUL ROUTE MANAGEMENT PLAN

Town of Veteran / Austin's Excavating & Paving, Inc.
Exhibit F -- Master Road Use Agreement v1.9
RUA Committee -- Henke & Wolf | Draft v1.5 | April 3, 2026

Section 1. Purpose and Authority

This Haul Route Management Plan ("HRMP") is adopted as Exhibit F of the Road Use Agreement between the Town of Veteran and Austin's Excavating & Paving, Inc. ("Applicant"), dated _____, 2026 ("Agreement"), pursuant to Zoning Law §9.3.D. Compliance with this HRMP is a mandatory condition of the Agreement. Violation of this HRMP constitutes an Event of Default under RUA §III.

This HRMP governs operational protocols for all mine-related vehicle movements on Town-controlled roads. Legal obligations, financial security, and enforcement authority are governed by the Agreement. In the event of conflict between this HRMP and the Agreement, the Agreement controls.

This HRMP supersedes any haul route management plan submitted by Applicant pursuant to §9.3.D. Applicant's §9.3.D submission obligation is satisfied by Town Board acceptance of this HRMP by resolution.

Section 2. Approved Haul Route

2.1 Approved Route

The sole approved haul route for all mine-related vehicle movements is:

Benjamin Road (Town road) -- from East Sullivan Road to Town Line boundary

No deviation from the approved haul route shall occur without prior written Town Board approval and formal amendment to this HRMP and the Agreement.

2.2 Prohibition on Expansion to Remainder of Benjamin Road

The remainder of Benjamin Road beyond the approved segment is not approved for mine-related vehicle traffic. Applicant is solely responsible for compliance by all Authorized Haulers, including employees, agents, contractors, independent owner-operators, and third-party haulers. Applicant shall not avoid liability for route violations through use of independent contractors.

Prior to first haul, every Authorized Hauler shall receive a copy of this HRMP and execute a written acknowledgment of receipt. Applicant shall maintain a driver acknowledgment log available to the Town Code Enforcement Officer on demand.

Each unauthorized vehicle trip on any unapproved Benjamin Road segment is grounds for immediate suspension of hauling operations. Each violation is subject to Compliance Deposit draw per Section 9. No cure period applies.

NEW -- v1.1 | Cross-reference added to reflect RUA v1.7

See also: RUA §1.C (Applicant Responsibility for All Authorized Haulers) and RUA §II-B (Applicant Certification of Complete Route). Applicant's responsibility for Authorized Haulers under this HRMP is consistent with and governed by RUA §1.C.

2.3 Bulkley Creek Bridge

The approved haul route crosses Bulkley Creek Bridge (county-owned). No mine trucks shall cross the bridge until Chemung County certifies bridge replacement completion and load adequacy for projected mine truck configurations per RUA §V.A.

2.4 Route Map

The approved haul route is depicted in Exhibit A of the Agreement.

[INSERT -- attach route map prior to Board acceptance]

NEW -- v1.1 | Cross-reference added to reflect RUA v1.7

See also: RUA §II-A (Precise Haul Route Map -- Required Before Execution) and Exhibit G (Applicant Certification of Complete Haul Route). The route map attached to Exhibit A must include the precise haul route map submitted by Applicant under RUA §II-A, accepted by Town Board resolution prior to RUA execution, identifying every road segment by name, ownership, and direction of travel.

2.5 Required Signage

Applicant shall fund all mine-related road signage. Signage shall be installed and maintained by the Town Highway Department, charged to Applicant at RUA §2.C and §2.D rates. Applicant shall deposit estimated signage costs with the Town Clerk prior to commencement, subject to true-up.

Signage shall include at minimum:

- Route markers at every turn point on the approved haul route;
- Mine truck warning signs at the Benjamin Road / East Sullivan Road intersection and Town Line boundary;
- Speed limit signs at locations approved by Town-retained professional engineer;
- School bus stop warning signs at all bus stop locations on Benjamin Road;
- Weight limit and bridge warning signs at the Bulkley Creek Bridge approach;
- No mine truck access signs at all Benjamin Road segments not included in the approved route.

Sign placement shall be approved by Town-retained professional engineer prior to installation. Damaged or missing signs shall be replaced by the Town Highway Department within 48 hours of written notice from the Code Enforcement Officer, charged to Applicant at RUA §2.C and §2.D rates.

2.6 Non-Waiver of Billing Obligations

Applicant's obligation to reimburse the Town for all costs under this HRMP is self-executing and arises upon the Town incurring the cost, not upon presentation of an invoice. Town's failure to timely invoice does not waive, reduce, or extinguish Applicant's payment obligation. Unbilled costs accrue and remain fully collectible. This provision applies to all cost-recovery obligations throughout this HRMP.

Section 3. Operating Hours

3.1 Standard Operating Hours

All mine-related vehicle movements are permitted only during the following hours:

Monday through Friday	7:00 AM -- 5:00 PM
Scale House	7:00 AM -- 4:00 PM
Saturday	No operations
Sunday	No operations

Each unauthorized vehicle movement outside approved hours is subject to Compliance Deposit draw per Section 9. No cure period applies.

3.2 Holiday Schedule

No mine-related vehicle movements shall occur on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day

Each unauthorized movement on a designated holiday is subject to Compliance Deposit draw per Section 9. No cure period applies.

3.3 Emergency Operations Exception

Standard operating hours and holiday restrictions may be waived upon declaration of a State of Emergency by a governmental official with authority to declare the same, and only when materials from the Mitstifer Mine are specifically required. Normal operating hours resume upon satisfaction of emergency demand.

3.4 Applicant Responsibility

Applicant is solely responsible for ensuring all Authorized Haulers comply with operating hours and holiday restrictions. Hours restrictions shall be included in the driver acknowledgment log required under Section 2.2.

Section 4. Traffic Volume Limits

4.1 Operative Volume Figures

Based on Applicant's representation to NYSDEC of 2 loaded trucks per hour, and applying Planning Board Resolution operating hours (10 hours/day, 254 operating days/year), the operative annual volume figures are:

Metric	Calculation	Result
Loaded trucks/day	2/hr x 10 hrs	20 trucks
Total passes/day	20 x 2	40 passes
Annual loaded trucks	20 x 254 days	5,080
Annual total passes	40 x 254 days	10,160

4.2 Board-Established Volume Caps

[INSERT -- Town Board determination required. Board shall establish binding caps for: annual loaded trucks; annual total road passes; monthly maximum; daily maximum; hourly maximum. Board-established caps control for all enforcement purposes.]

4.3 Volume Variance

Any variance exceeding +/-10% of the Board-established annual cap requires prior written Town Board approval and formal amendment to this HRMP. Applicant shall notify Town Clerk in writing when cumulative annual volume reaches 90% of cap within 5 business days.

4.4 Monthly Reporting

Monthly haul log requirements are governed by Section 8.4.

4.5 Traffic Counter

Applicant shall install and maintain an automated traffic counter on Benjamin Road at a location approved by Town-retained professional engineer prior to commencement. Counter data shall be accessible to Town Code Enforcement Officer on demand. All costs borne by Applicant.

4.6 Volume Cap Violations

Each trip exceeding any Board-established cap is subject to Compliance Deposit draw per Section 9. No cure period applies.

Section 5. Truck Specifications and Dispatch Protocols

5.1 Truck Specifications

All mine-related vehicles shall conform to specifications disclosed in Exhibit C of the Agreement:

- Gross Vehicle Weight Rating (GVWR): [INSERT -- Applicant Exhibit C]
- Axle configuration: [INSERT -- Applicant Exhibit C]
- Empty / loaded weight: [INSERT -- Applicant Exhibit C]
- Maximum width / height / length: [INSERT -- Applicant Exhibit C]

No vehicle exceeding approved specifications shall operate on the approved haul route. Substitution of vehicle type or configuration requires prior written Town Board approval.

5.2 Vehicle Condition Requirements

All mine-related vehicles shall:

- Be maintained in safe operating condition;
- Comply with all NYS Vehicle and Traffic Law requirements;
- Display Applicant identification markings visible from roadside;
- Carry a copy of this HRMP at all times while on the approved haul route;
- Not park or stage on Benjamin Road except in genuine emergency per RUA §1.A.

5.3 Load Securement

All loads shall be covered and secured prior to entering the approved haul route. Applicant is responsible for immediate cleanup of any spillage on Benjamin Road within 4 hours of discovery or Town notice, at RUA §2.C and §2.D rates.

5.4 Dispatch Protocols

[INSERT -- Dispatch protocols to be finalized upon receipt of Applicant truck specifications and Board volume cap determination. Protocol shall address: staging location; trip sequencing; driver-dispatch communication; and breakdown procedure.]

Pending finalization:

- All drivers shall check in with Applicant dispatch before entering the approved haul route;
- No more than [INSERT -- Board-established hourly cap] loaded trucks dispatched per hour;
- Minimum following distance between mine vehicles: [INSERT -- engineer determination];
- Applicant dispatch shall monitor traffic counter daily and halt dispatching upon reaching daily cap.

5.5 Breakdown Protocol

In the event of vehicle breakdown on Benjamin Road:

- Driver shall immediately notify Applicant dispatch and place emergency warning devices;
- Applicant dispatch shall notify Town Highway Superintendent within 30 minutes;
- Disabled vehicle shall be removed within 2 hours;
- If removal exceeds 2 hours, Applicant shall provide traffic control at Applicant cost per RUA §2.C and §2.D.

Section 6. School Bus and Public Safety Protocols

6.1 Governing Standard

Benjamin Road is a 20-foot wide gravel road confirmed inadequate for projected mine truck traffic without accelerated deterioration (LaBella Associates, Exhibit B). The road serves active school bus routes. All protocols in this section reflect the heightened duty of care these conditions require. Engineer's determination may require additional restrictions.

6.2 School Bus Coordination

Prior to commencement and annually thereafter, Applicant shall coordinate with the local school district to identify bus routes, morning and afternoon pickup and drop-off windows, and bus stop locations on Benjamin Road. Bus stop locations will change over the mine's operating life.

- Annual coordination is mandatory throughout the full term of mining operations;
- Applicant shall submit coordination results to Town Clerk by August 15 each year;
- Upon notification of any mid-year route or stop change, Applicant shall update dispatch blackout periods within 5 business days and submit updated schedule to Town Clerk;
- Updated driver acknowledgments required within 10 business days of any change;
- Failure to update following notification is a violation subject to Compliance Deposit draw per Section 9.

[INSERT -- Initial morning and afternoon blackout windows to be established upon school district coordination prior to commencement.]

6.3 Dispatch Blackout Periods

Mine truck dispatching shall be suspended during active school bus operations on Benjamin Road.

[INSERT -- Morning blackout window: to be established upon school district coordination. Afternoon blackout window: to be established upon school district coordination. Updated annually.]

Each dispatch during a blackout period is subject to Compliance Deposit draw per Section 9. No cure period applies.

6.4 School Bus Priority

School buses have absolute priority on Benjamin Road. In the event of an unplanned encounter:

- Mine truck driver shall yield completely and pull to the furthest available road edge;
- Mine truck shall not proceed until school bus has fully cleared;
- Mine truck driver shall not pass a stopped school bus under any circumstances;
- All school bus encounters shall be reported to Applicant dispatch immediately.

6.5 Driver Safety -- Road Conditions

Applicant shall communicate the following road conditions to all Authorized Haulers in writing prior to first haul:

- Confirmed structural inadequacy: LaBella Associates (Exhibit B) confirmed the road is not adequate for projected mine truck loading. Required improvements pending Design Engineering Analysis. Road surface shall be treated as structurally compromised until engineer-required improvements are completed;
- Narrow carriageway: 20-foot total width. Drivers shall reduce speed and yield at blind curves, crests, and intersections;
- Soft shoulders: 2-3 feet with unknown bearing capacity. No driving or parking on shoulders -- risk of rollover;
- Subbase condition unassessed under projected cumulative loading. Report unusual road movement, rutting, or instability to dispatch immediately;
- Freeze-thaw vulnerability: seasonal restrictions per Section 7 apply;
- Bridge: no mine trucks shall cross Bulkley Creek Bridge until County certification per Section 2.3.

6.6 Driver Training

Prior to first haul, Applicant shall provide documented training to all Authorized Haulers covering: approved haul route; operating hours; school bus priority and blackout periods; road hazard conditions; breakdown protocol; load securement; and incident reporting. Training records shall be maintained and made available to Code Enforcement Officer on demand.

6.7 Pedestrian and Resident Safety

Driver training shall include: reduced speed in residential sections; yield protocol for driveway access; no horn use except emergency warning; compliance with all posted speed limits.

6.8 Emergency Vehicle Access

Mine truck operations shall not impede emergency vehicle access. Upon approach of any emergency vehicle, mine truck driver shall immediately pull to the furthest available road edge and stop until the emergency vehicle has fully cleared.

Section 7. Seasonal Restrictions

7.1 Governing Standard

Seasonal restrictions are a mandatory operating condition of this HRMP. The Design Engineering Analysis will determine whether road improvements modify or eliminate specific restrictions. Until

engineer's determination is received and required improvements are completed and certified, the full restrictions of this section apply.

7.2 Mandatory Spring Suspension

Hauling shall be suspended annually from March 15 through May 31, subject to earlier release or extension upon written determination by Town-retained professional engineer. Town shall provide written notice to Applicant by March 1 each year. Applicant shall cease hauling within 24 hours of notice. Each trip during suspension is subject to Compliance Deposit draw per Section 9. No cure period applies.

[INSERT -- Design Engineering Analysis shall address whether suspension period is modified or eliminated based on recommended design scenario. Revised dates incorporated as Amendment No. 1.]

7.3 Declared Soft-Road Suspension

Town-retained professional engineer may declare a soft-road suspension at any time upon written determination that road conditions are inadequate due to rainfall, frost heave, saturated subgrade, or any other condition creating unacceptable risk. Applicant shall cease hauling within 24 hours. Each trip during suspension is subject to Compliance Deposit draw per Section 9. No cure period applies.

7.4 Hazardous Weather Suspension

Hauling shall be suspended immediately during: active ice storms or freezing rain; unsafe snowfall; flood conditions on Benjamin Road; or any weather event for which a travel advisory has been issued for Chemung County. Applicant dispatch is responsible for proactive monitoring and self-suspension.

7.5 No Volume Credit

Suspension periods create no entitlement to make up suspended volume. Annual caps apply to actual operating days. Applicant may not exceed hourly or daily caps to compensate for suspension days.

7.6 Effect of Road Improvement

[INSERT -- Design Engineering Analysis shall determine whether road improvements modify or eliminate any restriction in this section. Revisions incorporated as Amendment No. 1. Full restrictions remain in effect until Amendment No. 1 is adopted by Board resolution.]

Section 8. Incident Reporting

8.1 Governing Standard

Applicant shall maintain complete and accurate records of all incidents arising from mine-related vehicle operations. Reporting obligations are mandatory throughout the full term of mining operations. Failure to report does not limit Town's authority to investigate or draw upon financial security.

8.2 Immediate Reporting -- Within 2 Hours

Applicant shall notify Town Highway Superintendent and Code Enforcement Officer within 2 hours of:

- Vehicle accident or collision on Benjamin Road;
- Personal injury arising from mine truck operations;
- Fuel, hydraulic, or hazardous material spill;
- Structural damage to Bulkley Creek Bridge or road infrastructure;
- Any road condition posing immediate safety risk;
- Damage to residential property adjacent to Benjamin Road;
- Any encounter or near-miss with a school bus, pedestrian, cyclist, or emergency vehicle;

- Vehicle breakdown requiring road closure or traffic control.

Telephone notification shall be followed by written confirmation to Town Clerk within 24 hours.

8.3 24-Hour Reporting

Written notice to Town Clerk within 24 hours of: road deterioration exceeding RUA §VIII.C thresholds; signage damage; any unauthorized trip on unapproved road segment; dispatch outside approved hours; any trip exceeding volume caps.

8.4 Monthly Haul Logs

Monthly haul logs shall be submitted to Town Clerk by the 15th of the following month per RUA §XIII.A. Each monthly submission shall include:

- Daily truck counts (loaded and empty separately);
- Date and time of each movement;
- Driver identification;
- Cumulative annual total;
- Percentage of cap consumed;
- Incident summary;
- Suspension days.

Failure to submit is subject to Compliance Deposit draw per Section 9. No cure period applies.

8.5 Annual Summary Report

Annual summary report to Town Board by December 31 per RUA §XIII.C, including: annual truck counts versus cap; incident and repair summary; suspension periods; school bus coordination results; and Compliance Deposit and bond status.

8.6 Cost Recovery

All investigation, repair, cleanup, and third-party damage costs arising from incidents are borne by Applicant at RUA §2.C and §2.D rates. Town may draw upon Compliance Deposit and Road Protection Bond without further notice. Town's failure to timely invoice does not waive cost recovery rights per Section 2.6.

8.7 Record Retention

All haul logs, incident reports, driver acknowledgments, and training records shall be retained for the full term of mining operations plus 5 years. Records available to Code Enforcement Officer within 3 business days of written request.

Section 9. Compliance Deposit

9.1 Purpose

The Compliance Deposit ensures immediate financial consequence for operational violations of this HRMP. It is separate from and in addition to the Road Protection Bond (RUA §VII).

9.2 Deposit Requirement

Prior to commencement, Applicant shall deposit $10,000 in cash with the Town Clerk, held in an interest-bearing account throughout mining operations and for 12 months following cessation. Interest accrues to Applicant and is applied to replenishment before additional cash is required.

9.3 Draw Mechanism

Town Code Enforcement Officer may draw $500 per documented violation without prior notice, cure period, or Town Board action. Written draw notice shall be transmitted to Town Clerk and Applicant simultaneously. Applicant may dispute a draw by written notice to Town Board within 10 business days. Disputed draws are reviewed at the next regular Board meeting; draw stands pending resolution.

9.4 Violations Subject to Immediate Draw

Each of the following is a separate violation. No cure period applies:

- Each unauthorized trip on any unapproved Benjamin Road segment (Section 2.2);
- Each trip outside approved operating hours (Section 3.1);
- Each trip on a designated holiday (Section 3.2);
- Each trip exceeding Board-established hourly or daily cap (Section 4.2);
- Each trip dispatched during a school bus blackout period (Section 6.3);
- Each trip during a declared seasonal suspension (Section 7);
- Each sign not replaced within 48 hours of notice (Section 2.5);
- Each month of missing haul log (Section 8.4);
- Each failure to update dispatch protocols within 5 business days of school bus route change (Section 6.2);
- Failure to maintain Compliance Deposit minimum balance (Section 9.5).

9.5 Minimum Balance and Replenishment

Minimum balance: $10,000 at all times. If draws reduce balance below $10,000, Applicant shall replenish within 30 days of Town Clerk notice. If balance falls below $5,000, replenishment required within 15 days. Failure to replenish constitutes an Event of Default under RUA §3.

9.6 Non-Waiver of Other Remedies

Compliance Deposit draws do not limit any other Town remedy under this HRMP or the Agreement.

9.7 Deposit Return

Upon satisfaction of all post-mine obligations, Applicant may apply to Town Board for return of remaining balance including accrued interest. Town Board shall act within 60 days and may withhold return pending resolution of any outstanding obligation.

9.8 Non-Waiver of Draw Rights

Town's failure to draw for any violation does not waive the right to draw for that or any subsequent violation. Undrawn violations accrue without limitation of time.

Section 10. Enforcement and Default

10.1 Enforcement Authority

- Code Enforcement Officer: Documents violations, issues notices, draws Compliance Deposit per Section 9.3, and refers violations to Town Attorney;
- Town Highway Superintendent: Inspects Benjamin Road at any time and orders immediate hauling suspension upon any unsafe road condition;
- Town Board: Suspends or terminates hauling operations, modifies HRMP terms per RUA §XVII, and exercises all remedies under RUA §4.

All engineering determinations are made by Town-retained professional engineer under Local Law No. 1 of 2010.

10.2 Immediate Suspension Triggers

Code Enforcement Officer or Town Highway Superintendent may order immediate suspension without prior notice upon:

- Unauthorized use of any unapproved Benjamin Road segment;
- Hauling during any declared seasonal suspension;
- Hauling during any school bus blackout period;
- Any road condition posing immediate safety risk;
- Failure to maintain Compliance Deposit minimum balance after replenishment period;
- Use of Bulkley Creek Bridge prior to County certification;
- Any condition posing imminent risk of harm to any person or to Benjamin Road.

NEW -- v1.1 | Suspension trigger added to reflect RUA v1.7 §II-A and §II-B

- Use of any road segment not identified on the Applicant's accepted haul route map (RUA §II-A) by any Authorized Hauler.

Hauling shall cease within 1 hour of oral suspension order. Hauling shall not resume until Town Board issues written reinstatement authorization.

10.3 Event of Default

Violation of any provision of this HRMP constitutes a violation of the Agreement. Material violations constitute an Event of Default under RUA §3, entitling Town to exercise all remedies under RUA §4 including termination of hauling rights.

10.4 Non-Waiver

Town's failure to enforce any provision on any occasion does not waive the right to enforce it subsequently. No delay or pattern of non-enforcement constitutes waiver of any Town right.

Section 11. Post-Mine Obligations

11.1 Governing Standard

Applicant's obligations under this HRMP continue until Town-retained professional engineer certifies full restoration to the Restoration Baseline (Section 11.2) and Town Board issues written confirmation of satisfaction.

11.2 Restoration Baseline

The Restoration Baseline is the engineer-certified pre-commencement road condition -- following completion of any improvements required by the Design Engineering Analysis. If no improvements are required, the baseline is the LaBella Study condition (Exhibit B) supplemented by pre-mining documentation (Exhibit E). Restoration baseline documentation is a prerequisite to commencement per RUA §V.

11.3 Cessation Notice

Applicant shall provide Town Board written notice of intended cessation not less than 90 days prior to last haul, including: anticipated last haul date; current road condition assessment; proposed restoration schedule; and current bond and deposit status.

11.4 Post-Mine Road Restoration

Within 12 months of last haul, Applicant shall restore Benjamin Road to Restoration Baseline per RUA §IX.C, including: repair of all surface deterioration; restoration to Restoration Baseline surface standard (including asphalt if required); shoulder and drainage restoration; removal of all mine-related signage; and restoration of signage areas. All work performed by Town Highway Department at Applicant cost at RUA §2.C and §2.D rates, or by Applicant using Town-engineer-approved contractor.

11.5 Engineer Certification

Engineer shall inspect upon Applicant's written notice of completion and issue certification or written notice of deficiencies. Deficiencies shall be corrected within 60 days and re-inspected. Certification filed with Town Clerk. Town Board confirmation of satisfaction issued within 30 days of certification.

11.6 Financial Security

Road Protection Bond and Compliance Deposit remain in full force for 24 months following last haul. Deposit not returned until certification is complete and all cost recovery claims are resolved per Section 9.7.

11.7 Post-Mine Reporting

Applicant shall submit quarterly status reports to Town Clerk during the post-mine period until engineer certification is issued, covering: restoration progress, costs, projected completion date, and bond and deposit status.

11.8 Survival of Obligations

All post-mine obligations survive termination or expiration of the Agreement and remain binding on Applicant and successors until fully discharged.

Section 12. HRMP Administration and Amendment

12.1 HRMP Administrator

The Town Code Enforcement Officer administers this HRMP, including: receiving and filing all Applicant submissions; issuing violation notices and Compliance Deposit draw instructions; maintaining the compliance record; coordinating with Town Highway Superintendent and Town-retained engineer; and reporting compliance status to Town Board at each regular meeting.

12.2 Pass 1 / Pass 2 Structure

WORKING DRAFT ONLY -- DELETE PRIOR TO EXECUTION

This HRMP was adopted in two passes. Pass 1 sections are finalized at adoption. Pass 2 sections require professional services input and are finalized by Amendment No. 1:

Section	Insert Required	Trigger
4.2	Board-established volume caps	Town Board volume cap determination
5.1	Truck specifications	Applicant Exhibit C submission
5.4	Dispatch protocols	Applicant Exhibit C and Board volume cap determination
6.3	School bus blackout windows	School district coordination prior to commencement
7.2	Spring suspension dates	Design Engineering Analysis completion
7.6	Effect of road improvement	Design Engineering Analysis completion

11.2	Restoration baseline	Design Engineering Analysis completion

12.3 Amendment Process

This HRMP may be amended by Town Board resolution at any time per RUA §XVII. Applicant consent is not required. All amendments filed with Town Clerk and transmitted to Applicant within 5 business days of adoption.

12.4 Annual HRMP Review

Town Board shall conduct an annual HRMP review at the second or third regular meeting of each calendar year, assessing: compliance record; adequacy of volume caps and financial security; road condition relative to Restoration Baseline; and whether amendment is warranted. Applicant shall attend and provide information as requested.

12.5 Document Control

WORKING DRAFT ONLY -- DELETE PRIOR TO EXECUTION

Version	Date	Resolution	Description
v0.1	March 2026	--	RUA Committee master draft -- with footnotes and board notes
v1.0	March 2026	--	RUA Committee clean operational draft -- Exhibit F to RUA v1.4
v1.1	April 3, 2026	--	Updated to reflect RUA Draft v1.7 -- cross-references added for RUA §1.C, §II-A, §I
v1.2	April 3, 2026	--	Updated to reflect RUA Draft v1.8 -- header and document control updated.
v1.3	April 3, 2026	--	§4.4 consolidated into §8.4; §12.5 deleted (supersession retained in §1).
v1.4	April 3, 2026	--	"Benjamin Hill Road" corrected to "Benjamin Road" throughout. Inline $500/no-cure
v1.5	April 3, 2026	--	All Gantt step references removed. §12.2 trigger column updated. §12.2 and §12.5
v1.6 (Pass 1)	[INSERT]	[INSERT]	Adopted with Agreement -- Board resolution
v2.0 (Pass 2)	[INSERT]	[INSERT]	Amendment No. 1 -- Pass 2 finalization

NOTE: This version prepared for board presentation. All attorney/committee notes, footnotes, and attributions removed. No substantive text has been changed. All text is verbatim from Master RUA Draft v1.9.

ROAD USE AGREEMENT

Town of Veteran / Mitstifer Mine

Austin's Excavating & Paving, Inc.

THIS ROAD USE AGREEMENT (this "Agreement") made as of the _____ day of _____, 2026 (the "Effective Date") by and between the TOWN OF VETERAN, a municipal corporation in the State of New York, with administrative offices located at 4049 Watkins Road, Millport, New York 14864 (the "Town") and AUSTIN'S EXCAVATING & PAVING, INC., a New York corporation, having an address at 121 Talmadge Hill West Road, Waverly, New York 14892-9707 (the "Applicant").

RECITALS

WHEREAS, Applicant is the recipient of a conditional use permit (the "Permit") with the Town for the operation of a mine at Tax Map Parcel # 31.00-1-5.111 (the "Mine"), subject to the execution of this Agreement pursuant to Section 9.3 of the Town's Zoning Law;

WHEREAS, Applicant and Town acknowledge that operation of the Mine requires heavy vehicular traffic along the Town's portion of Benjamin Road from East Sullivan Road to the boundary of the Town (the "Road"), as further described in Exhibit A;

WHEREAS, Applicant and Town engaged Labella Associates, DPC to conduct a Roadway Condition Report dated July 2024, revised April 2025 (the "Study"), attached as Exhibit B; and

WHEREAS, the Study identified that Mine operations may exceed the normal and anticipated use of the Road, potentially causing distress which may increase overall maintenance, oversight, repair, and replacement costs.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties hereby agree as follows:

I. AUTHORITY AND PURPOSE

This Agreement is entered pursuant to: Town of Veteran Zoning Law §9.3(D); Town Law §130(7); Highway Law §140(2); Municipal Home Rule Law §10(1)(ii)(a)(6); Local Law No. 1 of 2010 (Professional Services Reimbursement); and the Planning Board Resolution dated December 1, 2025 approving the Conditional Use Permit for the Mitstifer Mine.

Purpose:

- Implement Zoning Law §9.3.A.1 -- mining/reclamation plan reviewed and found acceptable by Town Board prior to commencement;
- Establish enforceable haul route management requirements per §9.3.D;
- Protect the structural integrity and safety of Town highways, and the safety of all persons using those highways -- including residents, pedestrians, school bus passengers, emergency responders, and truck drivers -- per §9.3.A, §9.3.C, §9.3.E, §9.3.F;

- Provide financial security for roadway protection and post-mine restoration;
- Establish objective deterioration thresholds, inspection protocols, and repair requirements;
- Incorporate mandatory Haul Route Management Plan (HRMP) compliance.

Prerequisites to commencement of hauling operations are governed by §V.

1. Benjamin Road Status

A. Use. Applicant and its employees, agents, representatives, and contractors (collectively, "Applicant's Representatives") have the Town's consent to traverse the Road for Mine operations as of the Effective Date through the Termination Date. Applicant and Applicant's Representatives shall not park or stage any vehicles on or alongside the Road except in the event of an emergency or unplanned maintenance condition in which continued travel would pose a risk to safety, health, or welfare of Town residents.

B. Road Condition. Applicant acknowledges that Town makes no representations or warranties as to the physical or environmental condition of the Road, and Applicant agrees to use the Road "as is" and "with all faults" as they may exist as of the Effective Date.

C. Applicant Responsibility for All Authorized Haulers. Applicant is solely and fully responsible for compliance with this Agreement by all persons and entities operating mine-related vehicles under this Agreement, including Applicant's employees, agents, representatives, contractors, independent owner-operators, and third-party haulers (collectively "Authorized Haulers"). Applicant shall not avoid or reduce its obligations under this Agreement by use of independent contractors or third-party hauling arrangements. Any act or omission by an Authorized Hauler that would constitute a violation of this Agreement if committed by Applicant shall constitute a violation of this Agreement by Applicant.

II. APPROVED HAUL ROUTE

Applicant shall use only the following locally controlled roadway: Benjamin Road (Town road), from East Sullivan Road to Town Line boundary. Ingress and egress shall be limited strictly to the route identified in the HRMP (Exhibit F). No deviation shall occur without prior written Town Board approval.

II-A. Precise Haul Route Map -- Required Before Execution. Prior to execution of this Agreement, Applicant shall submit to the Town a precise haul route map identifying every road segment to be used by mine-related vehicles, by road name, road ownership (Town, County, State, or private), and direction of travel, from the mine site to the nearest state highway. This map shall be attached to this Agreement as a supplement to Exhibit A and shall be accepted by the Town Board by written resolution prior to execution. No road segment not identified on the accepted haul route map shall be used by any Authorized Hauler for any purpose related to mine operations.

II-B. Applicant Certification of Complete Route. Concurrent with submission of the haul route map required under §II-A, Applicant shall deliver to Town a written certification, executed by an authorized officer of Applicant, that: (i) the submitted haul route map identifies every road segment that will be used by mine-related vehicles; (ii) no road segment has been used or will be used that is not identified on the map; and (iii) the haul route as described in the map is consistent with all representations made to the New York State Department of Environmental Conservation in connection with DEC Project Number 8-0799-00027/00001. Use of any road segment not identified on the accepted haul route map by any Authorized Hauler constitutes an Event of Default under this Agreement. See §3 Additional Events of Default.

Prohibition on Expansion to Remainder of Benjamin Road

The approved haul route is expressly limited to the Benjamin Road segment identified above. The remainder of Benjamin Road beyond the approved segment is NOT included in this Agreement and is NOT approved for mine-related truck traffic.

- Applicant shall NOT operate mine-related vehicles on any portion of Benjamin Road beyond the approved haul route segment without separate, duly-noticed Town Board review and written amendment to this Agreement;
- Any mine expansion necessitating additional Benjamin Road segments requires new engineering assessment, amended HRMP, new financial security determination, and Town Board approval;
- Unauthorized use of unapproved Benjamin Road segments constitutes an Event of Default and grounds for immediate suspension of hauling operations;
- This prohibition applies regardless of whether the additional segment is a Town road, County road, or private road.

Bulkley Creek Bridge

The haul route crosses Bulkley Creek Bridge (county-owned). The existing bridge is not load-rated for projected heavy truck traffic. County bridge replacement and load certification are prerequisites to commencement of hauling per §V.A. See also §VI-A.C (engineer bridge assessment).

III. MANDATORY HAUL ROUTE MANAGEMENT PLAN

The document titled "Mitstifer Mine Haul Route Management Plan," dated _____, is attached as Exhibit F and incorporated by reference as a mandatory requirement per Zoning Law §9.3.D.

- Compliance with the HRMP is a mandatory condition of this Agreement;
- Violation of the HRMP constitutes an Event of Default under this Agreement;
- Town Board retains authority under Zoning Law §9.3 to review and amend the HRMP to protect public safety and infrastructure;
- Town Code Enforcement Officer, in consultation with Town Attorney, shall enforce this Agreement and HRMP.

2. Damage to Road; Materials; Services; Inspections

A. Damage. Any and all damage to the Road as of the Effective Date shall be presumed to be solely and directly caused by Applicant or Applicant's Representatives. All such damage shall be repaired by Town, and all costs shall be reimbursed by Applicant pursuant to this paragraph 2. Town shall repair and restore the Road to the condition that existed at the time of the Study (Exhibit B). Applicant shall not be liable for damage resulting from the negligence of Town.

B. Materials. Materials to repair or maintain the Road shall be provided by Applicant at Applicant's sole cost and expense, of equivalent quality as identified in the Study and approved by the Town Highway Superintendent. In the event Town procures such materials, all sums due shall be paid to Town within thirty (30) days after presentation of an invoice.

C. Equipment. In the event Town provides equipment directly attributable to this Agreement, all sums due shall be paid within thirty (30) days after presentation of an invoice. Costs shall be charged pursuant to the current FEMA Schedule of Equipment Rates.

D. Employee Services. Services provided by Town's employees shall be reimbursed by Applicant within thirty (30) days after presentation of an invoice, charged at 150% of the highest prevailing wage rate. The

current agreed rate through January 1, 2027 is $40.50 per hour per Town employee.

Non-Waiver of Billing Obligations

Applicant's obligation to reimburse the Town for all costs under §2.B, §2.C, and §2.D is self-executing and arises upon the Town incurring the cost, not upon presentation of an invoice. Town's failure to timely invoice Applicant does not waive, reduce, or extinguish Applicant's payment obligation. Unbilled costs accrue and remain fully collectible. Town may invoice retroactively for any unbilled costs without prejudice to its right of recovery. This non-waiver provision applies to all cost-recovery obligations under this Agreement.

E. Inspections. Town reserves the right to inspect the Road to determine whether it is in good condition and whether Applicant is complying with its obligations; to interrupt or temporarily suspend Applicant's use of the Road to service, repair, and maintain the Road; and at any time without notice in the event of an Emergency Situation. "Emergency Situation" shall mean a state of emergency declared by a local, county, state, or federal jurisdiction.

IV. BASELINE ROAD CONDITION

Baseline roadway condition is documented in the Study (LaBella Associates Pavement Evaluation, Rev. 1, April 2025), attached as Exhibit B. Parties acknowledge that the Study documents existing condition but does not constitute certification of structural adequacy for projected heavy truck traffic.

Prior to commencement of hauling, Applicant shall fund supplemental baseline documentation including: high-resolution photographs of full haul route; quantified measurements of existing distress; and video recording of road condition. This documentation (Exhibit E) shall govern damage attribution during mining operations.

V. PREREQUISITE CONDITIONS TO COMMENCEMENT

Applicant shall not commence hauling until ALL of the following are satisfied:

A. County Bridge Replacement Complete

- Bulkley Creek Bridge replacement by County completed;
- Professional load-rating assessment confirms bridge accommodates projected mine truck loads;
- Town Board receives written County Highway Department certification.

B. Engineer Determination of Roadway Adequacy

- Town-retained engineer completes roadway adequacy assessment;
- Engineer determines roadway can safely accommodate projected ESAL loading OR Applicant completes required improvements;
- Engineer's written determination delivered to Town Board.

C. Financial Security Posted

- Applicant posts Road Protection Bond or Irrevocable Letter of Credit in amount determined by engineer;
- Proof of bond delivery to Town Clerk.

D. HRMP Accepted by Town Board

- Town Board formally accepts Haul Route Management Plan (Exhibit F) by written resolution.

E. Mining Plan §9.3.A.1 Review Complete

- Town Board completes review of mining and reclamation plan per Zoning Law §9.3.A.1;
- Town Board issues written findings: ACCEPTABLE or NOT ACCEPTABLE;
- If NOT ACCEPTABLE: mining does not proceed.

F. Precise Haul Route Map Accepted

- Town Board has accepted the precise haul route map submitted by Applicant pursuant to §II-A by written resolution, and Applicant has delivered the certification required by §II-B.

VI. ENGINEERED DETERMINATION OF ROADWAY ADEQUACY

Prior to commencement of hauling, Town shall retain a licensed New York professional engineer to evaluate structural adequacy of the approved haul route.

Engineer shall determine:

- Whether existing roadway width (20 feet total, 10 feet per direction) and shoulder configuration (2-3 feet gravel) safely accommodate projected heavy truck traffic;
- Whether pavement, base, and subbase are structurally sufficient to withstand projected cumulative loading;
- Whether drainage systems are adequate to prevent accelerated deterioration;
- Whether projected cumulative traffic would cause premature structural failure;
- Whether widening, reinforcement, stabilization, drainage improvement, or other modification is required;
- Whether 20-foot road width safely accommodates simultaneous school bus and heavy truck traffic.

Truck Parameters for Assessment (Applicant to provide -- Exhibit C):

- Gross Vehicle Weight Rating (GVWR): _____ lbs
- Axle configuration: _____ (tandem/tri-axle)
- Empty weight: _____ lbs; Loaded weight: _____ lbs
- Maximum dimensions: width _____, height _____, length _____

Annual volume: 5,080 loaded trucks (derived from Applicant's SEQR representation of 2 trucks/hour x 10 operating hours x 254 days). +/-10% variance requires Town Board approval. Board-established cap controls. Operating period: 20 years mining + 2 years post-closure.

VI-A. DESIGN ENGINEERING ANALYSIS

As established in §IV, the LaBella Study confirmed the current road design is not adequate for projected mine traffic without accelerated deterioration, and did not provide a specific road design recommendation. Prior to commencement of hauling, Town shall retain a licensed New York professional engineer -- independent of LaBella Associates -- to prepare a Design Engineering Analysis. Professional services reimbursement governed by §VI-B.

A. Road Design Scenario Analysis

Engineer shall evaluate and compare the following design scenarios, providing for each: ESAL capacity, projected 20-year maintenance cost, seasonal restriction implications, safety assessment, and estimated implementation cost:

- Scenario A: Maintain existing gravel/oil-stone surface with periodic maintenance -- no structural improvement;
- Scenario B: Base reinforcement and drainage improvements, maintain gravel surface;
- Scenario C: Base reinforcement, shoulder widening, and asphalt surface installation;
- Scenario D: Full reconstruction to NYSDOT rural highway standard.

Engineer shall issue a specific written recommendation from the four scenarios. Engineer's recommendation -- not a predetermined Town position -- establishes the design standard for bonding, repair obligations, and post-mine restoration under this Agreement.

B. ESAL Calculation

Engineer shall calculate cumulative Equivalent Single Axle Loads (ESALs) for the full projected mine life (20 years, 5,080 loaded trucks annually) using Applicant's disclosed truck specifications (Exhibit C). ESAL calculation shall be the basis for pavement design adequacy determination and bond amount recommendation.

C. Bulkley Creek Bridge Assessment

Engineer shall assess whether Bulkley Creek Bridge is structurally adequate for projected mine truck configurations at projected frequency. Engineer's bridge findings shall be transmitted to Chemung County DPW.

D. Bond Amount Recommendation

Based on the scenario analysis and ESAL calculation, engineer shall recommend a specific bond amount sufficient to cover: required road improvements under the recommended scenario; projected 20-year maintenance and repair costs attributable to mine traffic; post-mine restoration to the recommended design standard; and a 25% contingency.

E. Cost

All costs of the Design Engineering Analysis are borne by Applicant per Local Law No. 1 of 2010. The Design Engineering Analysis shall be completed and delivered to the Town Board prior to commencement of hauling per §V.B.

VI-B. PROFESSIONAL SERVICES REIMBURSEMENT

All professional services retained by the Town in connection with this Agreement -- including engineering review, inspections, determinations, legal review, and administrative oversight -- are governed by Local Law No. 1 of 2010, A Local Law Pertaining to Professional Services Reimbursement. Costs of all Town-retained professionals are reimbursable by Applicant pursuant to that law. Cost recovery mechanics, equipment rates, and employee service rates are governed by paragraphs 2.B, 2.C, and 2.D of this Agreement.

VII. FINANCIAL SECURITY

A. Road Protection Bond Requirement

Per Zoning Law §9.3.A.1(g), Applicant shall post a Road Protection Bond or Irrevocable Letter of Credit prior to commencement of hauling. Amount determined by Town-retained engineer per §VI-A.D, sufficient to cover: anticipated roadway improvements under engineer's recommended design scenario; potential road reconstruction over 20-year mining period; post-mine restoration to Restoration Baseline (as defined in §IX.C); and 25% contingency (see also §VI-A.D). Preliminary estimate range: $75,000-$250,000

subject to engineer's detailed assessment.

B. Bond Form and Terms

- Surety Bond from A.M. Best-rated surety company, naming Town as obligee, 22-year term; OR
- Irrevocable Letter of Credit from FDIC-insured bank, naming Town as beneficiary, callable on demand, 22-year term; OR
- Cash Escrow in interest-bearing account held by Town Clerk or independent escrow agent.

C. Town's Right to Draw on Bond

Town may draw upon bonding security without proof of default if: Applicant fails to timely complete repairs; road deterioration exceeds engineer-established thresholds and Applicant fails to correct; Applicant ceases operations and fails to complete post-mine restoration within 12 months.

D. Annual Bond Refreshment

Town-retained engineer shall annually review and refresh bond amount. If engineer increases bond estimate, Applicant shall post additional bonding within 30 days. Failure to maintain bonding at engineer-determined amount results in immediate hauling suspension.

E. Bonding for Post-Mine Obligations

Financial security shall remain in full force for 2 years following mining cessation. Town may draw upon bond without notice if restoration is not completed within 12-month deadline.

VIII. ROADWAY CONDITION MONITORING AND INSPECTIONS

A. Inspection Schedule

- Quarterly inspections by Town-retained engineer;
- Mandatory post-thaw inspection (April/May);
- Spot inspections as needed upon Town notice or Applicant incident report;
- Post-event inspections following significant weather events.

C. Deterioration Thresholds Triggering Repair

- Rutting exceeding 1.5 inches in wheel paths;
- Shoulder drop-off exceeding 2 inches;
- Potholes exceeding 6 inches diameter or 3 inches depth;
- Surface cracking exceeding 25% of road surface;
- Any condition deemed unsafe for school bus operations by engineer.

IX. REPAIR OBLIGATIONS

A. Repair Timeframes

- Safety hazards: repair within 48 hours of Town or engineer notice;
- Non-emergency deterioration exceeding thresholds: repair within 21 days of engineer notice;
- Post-season restoration: completed by June 30 following each winter season;
- Post-mine restoration to Restoration Baseline: completed within 12 months of mining cessation.

B. Repair Standards

All repairs shall be performed to NYSDOT standards using materials approved by Town engineer. Town engineer shall inspect and certify completed repairs.

C. Post-Mine Restoration

Upon cessation of mining, Applicant shall restore Benjamin Road haul route to the Restoration Baseline -- defined as the engineer-certified pre-commencement road condition following completion of any improvements required by the Design Engineering Analysis (§VI-A). If no improvements are required, restoration baseline is the LaBella Study condition (Exhibit B) supplemented by pre-mining baseline documentation (Exhibit E). Restoration to the pre-improvement LaBella condition is NOT an acceptable post-mine standard if engineer-required improvements were made prior to commencement. Town-retained engineer shall inspect and certify restoration.

X. OPERATING HOURS

A. Standard Operating Hours

Hauling operations shall comply with Planning Board Resolution dated December 1, 2025:

Monday through Friday	7:00 AM -- 5:00 PM
Scale House	7:00 AM -- 4:00 PM
Saturday	No operations
Sunday	No operations

B. Holiday Schedule -- No operations on:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

C. Emergency Operations Exception

Hours may be waived upon declaration of a State of Emergency by a governmental official with authority to declare the same, and only when materials from the Mitstifer Mine are needed during said emergency. Normal operating hours resume once demand is satisfied.

XI. SEASONAL RESTRICTIONS

Town may suspend hauling operations upon written notice during: spring thaw periods (March 15 - May 31, subject to engineer assessment); declared soft-road conditions; hazardous weather events. Applicant shall cease hauling within 24 hours of written suspension notice.

XII. SCHOOL BUS AND PUBLIC SAFETY

A. School Bus Coordination

Applicant shall coordinate annually with the local school district to identify school bus routes on Benjamin Road, morning and afternoon pickup/departure windows, and bus stop locations. Bus stop locations will change over the mine's operating life -- annual coordination is mandatory throughout the full term of

mining operations. Operational dispatch protocols are addressed in the HRMP (Exhibit F).

B. Safety Assessment Requirement

The engineer's pre-mine roadway adequacy assessment (§VI) must specifically address compatibility of simultaneous school bus and mine truck operations.

C. School Bus Priority

School buses have priority use of Benjamin Road. Truck operations shall not impede, delay, or compromise school bus access or safety.

XIII. REPORTING REQUIREMENTS

A. Monthly Haul Logs

Applicant shall maintain monthly haul logs and submit to Town Clerk by the 15th of the following month. Contents: daily truck counts (loaded and empty), dates, driver names, incidents. Board-established caps control.

B. Incident Reporting

Applicant shall report to Town Superintendent within 24 hours: spills; vehicle breakdowns on Benjamin Road; accidents or near-misses; bridge concerns; any third-party property damage.

C. Annual Summary

Annual summary report to Town Board by December 31: annual truck counts vs. approved limit; summary of incidents, repairs, maintenance; operational changes planned for following year.

3. Event of Default

The occurrence of any of the following events shall constitute an "Event of Default" by Applicant under this Agreement:

- A. Failure of Applicant to pay when due any fees or reimbursements, continuing for 10 days following the date when due;
- B. Failure of Applicant to comply with any term, condition or covenant, continuing for 30 days after Town's written notice; provided that if such failure is not reasonably susceptible to cure within 30 days, Applicant shall have additional time as is reasonably necessary, so long as Applicant commences cure within 30 days and diligently pursues such cure;
- C. Assignment, lease, or license of obligations without prior written consent of Town;
- D. Town's revocation of Applicant's Permit.

Additional Events of Default:

- Applicant operates mine-related vehicles on Benjamin Road segments not approved under this Agreement;
- Applicant operates mine-related vehicles on any road segment not identified on the accepted haul route map (§II-A);
- Applicant violates HRMP in material fashion (operation outside approved hours, traffic limits exceeded by more than 10%, school bus coordination failures);
- Applicant fails to maintain financial security (bond) in full amount and required form;

• Applicant fails to maintain Compliance Deposit at minimum balance after applicable replenishment period.

XIV. PENALTIES FOR VIOLATIONS

Any person who violates the terms of this Agreement or the HRMP shall be subject to:

• Fine of not more than $500 per violation;

• Each unauthorized truck trip on Benjamin Road outside the approved route or approved hours constitutes a separate violation;

• Each day of non-compliance with repair obligations constitutes a separate violation;

• Violations may be prosecuted by the Town Attorney or any other person with authority to prosecute violations within the Town.

4. Town's Remedies

On the occurrence of an Event of Default, Town may pursue any one or more of the following remedies without any notice or demand:

• A. Terminate this Agreement by giving written notice of termination to Applicant;

• B. Perform any and all obligations of Applicant under this Agreement, and Applicant shall pay to Town, on demand, the expenses incurred by Town in effecting compliance.

5. Assignment and Subletting

Applicant covenants that during the Term it will not sublet, assign, pledge or otherwise encumber or transfer its obligations in this Agreement without obtaining the express written consent of the Town. Any assignment without Town's prior written consent shall be invalid and without force and effect.

6. Attorney's Fees

In the event Applicant defaults and Town places enforcement of this Agreement in the hands of attorneys, or files suit, Applicant agrees to pay Town's costs, expenses and reasonable attorney's fees.

7. Indemnification; Liability

Applicant agrees to indemnify and hold harmless the Town and Town's Representatives from and against any and all claims, suits, actions, damages, costs arising out of or resulting from the negligence or willful misconduct of Applicant relating to its use of the Road, except to the extent attributable to the negligence or willful misconduct of the Town.

XV. INSURANCE REQUIREMENTS

A. General Liability Insurance

Applicant shall maintain commercial general liability insurance with minimum limits of $_____ per occurrence / $_____ aggregate. Town named as additional insured. Certificate to Town Clerk prior to commencement and annually thereafter.

B. Pollution Liability Insurance

Applicant shall maintain pollution/environmental liability insurance with minimum limit of $1,000,000 per occurrence.

8. Term and Termination

The term of this Agreement shall commence on the Effective Date and shall continue through the earlier to occur of: (i) Town's termination under an Event of Default; or (ii) two (2) years as of the Effective Date. After the expiration of such two-year period, Town may terminate at any time upon ninety (90) days' prior written notice.

9. Contingency

Town's obligations under this Agreement shall be contingent upon the approval and acceptance of this Agreement by the Town Board of the Town of Veteran.

10. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to conflicts of laws principles. The parties consent to exclusive jurisdiction in the Supreme Court of the State of New York, County of Chemung, for resolution of any disputes arising from this Agreement.

11. Binding Effect

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

12. Notice

Any notice in this Agreement must be in writing and may be given by depositing in the United States mail, postage prepaid and certified, addressed to the Party to be notified, with return receipt requested, or by delivering in person.

- For Town: Town of Veteran, Attn. David Lewis, 4049 Watkins Road, Millport, New York 14864; Email: town.supervisor@townofveteranny.gov; With copy to: Bond, Schoeneck & King, PLLC, Attn: Ryan M. Marquette, Esq. -- rmarquette@bsk.com
- For Applicant: [To be completed by Applicant]

13. Entire Agreement

This Agreement sets forth the entire understanding between the Parties. No alteration, amendment, change or addition shall be binding upon either Party unless in writing and signed by the Party to be charged.

14. Severability

If any provision of this Agreement is declared null and void, such provision shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

15. Execution in Counterparts

This Agreement may be signed in counterparts, all of which taken together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic delivery shall be valid for all purposes.

XVI. NO WAIVER OF POLICE POWER

Nothing in this Agreement shall limit the Town's authority under Zoning Law §9.3, Town Law §130, Highway Law §140, Municipal Home Rule Law §10, or the Town's general police power to protect public health, safety, and welfare. Town retains full authority to enforce zoning, highway, safety, and environmental standards independently of this Agreement.

XVII. TOWN'S UNILATERAL MODIFICATION AUTHORITY

Notwithstanding any other provision of this Agreement, the Town Board reserves the right to modify the terms and conditions of this Agreement -- including but not limited to operating hours, traffic volume limits, financial security requirements, inspection frequency, repair standards, seasonal restrictions, and haul route conditions -- upon thirty (30) days written notice to Applicant, when the Town Board determines, in its reasonable discretion, that modification is necessary to:

- Protect the structural integrity of Benjamin Road or any Town highway affected by mine operations;
- Protect the safety of residents, pedestrians, school bus passengers, emergency responders, truck drivers, or any other persons using Benjamin Road;
- Address changed conditions, new engineering findings, or unanticipated impacts of mine operations;
- Respond to violations, patterns of non-compliance, or deterioration exceeding projected rates;
- Comply with applicable law, court order, or directive of a governmental authority.

Applicant's consent shall not be required for modifications made pursuant to this Section. Modifications shall take effect thirty (30) days after written notice to Applicant unless the Town Board determines an emergency requires immediate effect.

Basis for This Authority: This Section reflects the Town's pre-existing regulatory authority under Town Law §130(7), Municipal Home Rule Law §10, and Zoning Law §9.3. This Agreement is a regulatory instrument implementing the Town's conditional use permit authority -- not a commercial contract between equals. The Applicant's right to haul on Town roads is a privilege granted by the Town subject to ongoing regulatory conditions, not a vested right acquired by contract.

Biennial Review: The Town Board shall conduct a mandatory review of this Agreement's performance every two (2) years from the Effective Date. The review shall assess road condition, Applicant compliance, adequacy of financial security, and whether modification of any Agreement terms is warranted.

IN WITNESS WHEREOF

TOWN OF VETERAN

By: _____

Name:

Title:

AUSTIN'S EXCAVATING & PAVING, INC.

By: _____

Name:

Title:

EXHIBITS

- Exhibit A: The Road -- Benjamin Road map/diagram [attach map] -- including Applicant's precise haul route map per §II-A
- Exhibit B: Roadway Condition Report -- LaBella Associates, DPC, July 2024, revised April 2025
- Exhibit C: Truck Specifications and Configuration -- Applicant to complete: GVWR, axle configuration, empty/loaded weights, maximum dimensions
- Exhibit D: Financial Security -- Bond/Letter of Credit/Escrow Agreement -- Applicant to provide prior to commencement
- Exhibit E: Pre-Mining Supplemental Baseline Road Condition Documentation -- High-resolution photographs, measurements, video recording -- Applicant to complete prior to commencement
- Exhibit F: Mitstifer Mine Haul Route Management Plan (HRMP) -- Separate document per Zoning Law §9.3.D
- Exhibit G: Applicant Certification of Complete Haul Route per §II-B

TOWN OF VETERAN — TOWN BOARD

MOTION TO AMEND RULES OF PROCEDURE — SECTION 7

August 13, 2026

AUTHORITY

Section 15 of the Rules of Procedure provides: "The foregoing procedures may be amended from time to time by a majority vote of the Board." No resolution or public hearing is required.

MOTION

> *"I move that the Town Board amend Section 7 of the Rules of Procedure for Meetings pursuant to Section 15 by: (1) deleting the words 'silence or absence' from the sentence that reads 'An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter,' so that the sentence reads: 'An abstention shall be considered a negative vote for the purposes of determining the final vote on a matter;' and (2) adding the following sentence: 'Each member present shall state their position as Aye, No, or Abstain when called.'"*

WHAT THIS CHANGES

1. Deletes: "silence or absence" from the negative vote rule.

2. Preserves: abstention as a negative vote — consistent with court interpretation of Town Law §63 and General Construction Law §41.

3. Adds: Board policy requiring each member present to state their position when called.

WHAT THIS DOES NOT CHANGE

The abstention rule is unchanged. Absent members are addressed in Section 8, which already requires the Clerk to note presence or absence of all Board members.

Submitted by: Board Member Wolf — August 5, 2026

TOWN OF VETERAN — TOWN BOARD

RULES OF PROCEDURE — SECTION 7

REDLINE — Rev 2.0

Strikethrough red = deleted Bold underline blue = added Black = unchanged

[STATUTE] = verbatim from cited law [BOARD POLICY] = Town Board rule

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Section 7 - VOTING.

[BOARD POLICY] Pursuant to Town Law, each Member of the Board shall have one vote. The Supervisor may vote on any matter but must vote in case of a tie. A majority of the totally authorized voting power is necessary to pass a matter unless otherwise specified by State law.

[BOARD POLICY] An abstention, ~~silence or absence,~~ shall be considered a negative vote for the purposes of determining the final vote on a matter.

[STATUTE — Town Law §63] A vote upon any questions shall be taken by roll call, by ayes and noes, and the names of the members present and their votes shall be entered in the minutes.

[BOARD POLICY] **Each member present shall state their position as Aye, No, or Abstain when called.**

TOWN OF VETERAN — TOWN BOARD

RULES OF PROCEDURE — SECTION 7

AS AMENDED — Rev 2.0

[STATUTE] = verbatim from cited law [BOARD POLICY] = Town Board rule

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[BOARD POLICY] An abstention shall be considered a negative vote for the purposes of determining the final vote on a matter.

[STATUTE — Town Law §63] A vote upon any questions shall be taken by roll call, by ayes and noes, and the names of the members present and their votes shall be entered in the minutes.

[BOARD POLICY] Each member present shall state their position as Aye, No, or Abstain when called.

Amended: _____, 2026 | Original adoption: February 27, 2025 | Last reformatted: January 7, 2026