Town Board Meeting Agenda
September 10, 2026 7:00 pm REV 1 REV2

Pledge of Allegiance

Roll Call

Audit of the Bills

Minutes: 06-AUG-2026 and 13-AUG-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. Tabled Resolution Regarding a Road Use Agreement for the Mitstifer Mine Special Use Permit (July Meeting)
3. Resolution to Set a Public Hearing for the 2027 Town & Country Fire Protection District Contract
4. Resolutions Regarding Declaration and Sale of Surplus Town Equipment
5. Appointment to the Board of Assessment Review

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. Resolution
    b. Draft
    c. Redline Comparison to BESS Moratorium
    d. Setting Public Hearing
4. HRMP and RUA for Mitstifer Mine Project
5. Amendment to Rules of Procedure - Section 7

NEW BUSINESS:

1. Establishing the Final Form and Setting a Public Hearing for the Property Maintenance Local Law
2. Establish Two Dates for 2027 Budget Meetings – October 1 and October 15

Adjourn

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

Special Meeting Town Board of Veteran
August 6, 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, Councilmen M. DeMichele, F. Henke, J. Emanuel, W. Wolf, Town Clerk J. Reese

Others Present:
ZBA Chair V. Azzarelli, Residents D. Hable, D. Peters, M. Little

Process for the Appointment of Members to the Town of Veteran Planning Board:

Motioned by Henke, seconded by DeMichele to begin the interviewing process. I believe to go to Executive Session with each individual applicant similar to how we did for clerk and other issues.

Discussion followed regarding the lack of the formality required to go into executive session; the elements that go into executive session were not included in the motion.

Motioned by Wolf, seconded by DeMichele to amend the motion to enter Executive Session under enumeration f of the Open Meetings Law, resolution to appoint members to the Town of Veteran Planning Board. The attendees for the Executive Session are the Town Board members and one at a time, the applicants.

Discussion followed with an inquiry regarding whether the three other interested parties received notification of the interview date and time as only two individuals were in attendance. The response was the other three never responded back when contacted. Contact was made via email to two of the three interested individuals by the Supervisor asking if they had received notification of the interview date and time and the email response from both was neither had heard from anyone from the town since they had interviewed back in the spring. The deadline was posted on the website for interested parties to send a letter of interest to the Town Clerk, the two individuals in the room were the only ones to respond by the June deadline.

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

The Town Board entered Executive Session at 7:06 PM.
The Town Board was called back into session at 7:38 PM.

Resolution 79 of 2026

Relative to Appointment to the Planning Board

Motioned by: Henke Seconded by: Wolf

WHEREAS, the Planning Board has a vacancy due to a recent resignation of Daniel Jones whose term expires December 31, 2029, and

WHEREAS, Daniel Hable has indicated a desire to be appointed as a member to the Board.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Veteran hereby appoints Daniel Hable to the Planning Board to fill the unexpired term of Daniel Jones, effective immediately.

Discussion followed stating two others are interested in the position and did receive communication to attend the interview session, it is premature to not give consideration to the individuals for appointment as they had already been interviewed by the previous committee. The response to that statement was the individuals could have gone to the website and submitted letters of interest and they didn't. Supervisor Lewis pointed out that both individuals interviewed for a position by a committee, an appointment was imminent, neither party received a follow-up to their performance, and they were in limbo based on the actions of that committee and the town board. Councilman DeMichele responded that the committee has been dissolved, the board has the responsibility, and the vote should be taken.

Motioned by Lewis, seconded by Emanuel to table the resolution until such a time as the other two can be contacted and brought in or formally decline.

AYES: Emanuel NAYES: DeMichele, Henke (I am going to say no and it's because the two attendees, the two applicants here before us have shown increased amount of interest in this position and there are other positions in this town where their services could be granted), Wolf

SILENT: Lewis

Motion Does Not Carry 2-3

AYES: Wolf, DeMichele, Henke NAYES: Emanuel

SILENT: Lewis

Motion Carries 3-2

Resolution 80 of 2026

Relative to Appointment to the Planning Board

Motioned by Henke Seconded by: Wolf

WHEREAS, the Planning Board has a vacancy due to a recent resignation of Floyd Bennett whose term expires December 31, 2030, and

WHEREAS, Dominic Peters has indicated a desire to be appointed as a member to the Board.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Veteran hereby appoints Dominic Peters to the Planning Board to fill the unexpired term of Floyd Bennett, effective immediately.

Discussion followed restating the comments made by Supervisor Lewis on the previous resolution.

Motioned by Lewis, seconded by Emanuel to table the resolution.
AYES: Emanuel, Lewis NAYES: Henke, Wolf, DeMichele
Motion Does Not Carry 2-3

AYES: Wolf, DeMichele, Henke NAYES: Emanuel
SILENT: Lewis
Motion Carries 3-2

Adjourn:
Motioned by Lewis, seconded by Emanuel to adjourn the meeting at 7:45 PM.
AYES: DeMichele, Henke, Emanuel, Wolf, Lewis NAYES: None
Motion Carries 5-0

Respectfully submitted

Jenny Reese
Town Clerk

DRAFT

Regular Town Board Meeting Town of Veteran
August 13, 2026 7:00 PM

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

Roll Call:
Supervisor D. Lewis, Councilmen J. Emanuel, W. Wolf, Town Clerk J. Reese

Others Present:
ZBA Chair V. Azzarelli, Highway Superintendent C. Rhodes, PB Members C. Edwards and D. Peters, ZBA Member T. Roe, Residents W. and S. Mitstifer, C. and M. Austin, M. Little, E. Emanuel and J. Zawko

Absent:
Councilmen F. Henke and M. DeMichele

Audit of the Bills:
Motioned by Emanuel, seconded by Wolf to pay the bills as submitted in the amount of $116,705.09.

General Fund-Townwide A & B	183-206	$66,279.49
Highway Fund-Townwide DA	91-101	$24651.10
Highway Fund-Part Town DB	102	$22774.50

AYES: Emanuel, Wolf, Lewis NAYES: None
ABSENT: Henke, DeMichele
Motion Carries 3-2

Minutes:
Motioned by Emanuel, seconded by Lewis, to accept the minutes.
Motion amended by Emanuel, seconded by Lewis to accept the minutes with the correction of Resolution 73 of 2026 label corrected from 3 to 73.
AYES: Wolf, Emanuel, Lewis NAYES: None
ABSENT: Henke, DeMichele
Motion Carries 3-2

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

- Town and Country Fire Contract negotiation notice
- 2027 Proposed Budget for Town and Country Fire Contract
- Dog Report July 2026
- Sheriff Report July 2026
- Phone call thanking K. Ripley for assisting 519 Parrott Rd. cleanup
- Refund check for $4.44 following cancelled contract with American Power and Gas

- Electric and Gas Alliance solicitation
- Leberge Group solicitation to be on retainer for grant applications

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

- Met August 7, 2026
- Worked on the Veteran Hill Solar Project; Public Hearing scheduled September 14, 2026 at 6:30 PM before the Planning Board meeting
- New Business pending as application not received yet

Code Enforcement Officer Report:
Motioned by Lewis, seconded by Emanuel for the presentation and acceptance of the Code Enforcement Officer Report.
Supervisor D. Lewis-

- Written report was submitted

AYES: Emanuel, Wolf, Lewis NAYES: None
ABSENT: Henke, DeMichele
Motion Carries 3-2

Zoning Board of Appeals Report:
Motioned by Lewis, seconded by Emanuel to open the Zoning Board of Appeals Report.
ZBA Chair V. Azzarelli-

- Meeting scheduled for August 17, 2026 at 7:00 PM to discuss the code law
- Will submit a report to the town when finish discussing code law

Comprehensive Plan Committee Report:
Motioned by Lewis, seconded by Wolf to open the Comprehensive Plan Committee Report.
Chair M. DeMichele-

- August 10, 2026 meeting rescheduled to August 24, 2026 7:00 PM

Supervisor Report:
Motioned by Lewis, seconded by Emanuel for the presentation and acceptance of the Supervisor Report.
Supervisor D. Lewis-

- June report closed

Deputy Supervisor V. Azzarelli-

- Secretary for Planning and Zoning Board would like a laptop to perform her duties
- Server still not ordered or in place
- Residents commented about the front of the building is falling apart

AYES: Wolf, Emanuel, Lewis NAYES: None
ABSENT: Henke, DeMichele
Motion Carries 3-2

Clerk Report:

Motioned by Lewis, seconded by Emanuel for the presentation and acceptance of the Clerk Report.
AYES: Emanuel, Wolf, Lewis NAYES: None
ABSENT: Henke, DeMichele
Motion Carries 3-2

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

- Finished oil and stone
- Assisted Town of Erin and Horseheads
- Mowing for the 2nd time
- Town of Catlin interested in purchasing 2011 Western Star truck (Town of Catlin Garage Barn Fire)
- Equipment on hand to be placed on surplus status and moved as well as office furniture
- Supervisor Lewis put Highway Superintendent in charge of listing all of surplus items

AYES: Wolf, Emanuel, Lewis NAYES: None
ABSENT: Henke, DeMichele
Motion carries 3-2

Public Comment:
K. Hansen-Benjamin Rd.-

- Against heavy equipment on Benjamin Rd.
- Asks for strict signs for west Benjamin Rd to stop heavy trucks from driving on it
- Bridge off Rout 13 to begin construction May of 2027 per DOT
  - Will have 2-10' lanes and 2-4' shoulders
  - It will be fixed as funds have been used for engineering purposes

M. Little-East Sullivanville Rd.-

- Read a letter to the Town Board
  - Questions what the policy is when a resident harasses and uses vulgar language toward another resident
  - What is the responsibility of the Town Supervisor in such a moment
  - One Board member, M. DeMichele, spoke out to the resident at the July 9th meeting
  - Requests copies of the Town Policy of how things are handled during Public Comment when a resident gets out of hand

V. Azzarelli-Clubhouse Drive-

- Ask where proposals with bids are for live streaming

- It will cost a lot of money each year, why spend it when .04% of Veteran views streaming and .02% are subscribed to the web
- Waiting on the town to get a server for digitizing records and accessibility to information for all town employees
- Computers at the town hall for other departments to use when they are in the building
- Set priorities for the budget to be spent on
    - Town hall entryway is falling apart
    - Need a new generator in case of a real emergency and we need to utilize the town hall
    - Windows are coming apart
    - Back storage barn has Japanese knot root under it and the creek runs under it; it needs to be dealt with
    - Storage space is needed for equipment and paperwork
    - Update the town tech system before spending high dollars on a streaming service for meetings that can be recorded and posted for free

Resolutions:

#1-

Resolution 81 of 2026

Relative to Authorizing a Revised Wedge Solar Decommissioning Agreement

Motioned by: Lewis Seconded by: Wolf

The Town Board of the Town of Veteran, New York 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 as follows:

WHEREAS, Wedge Solar, LLC has secured necessary permits to construct, operate and maintain solar energy facilities with an aggregate size of three megawatts of alternating-current nameplate capacity 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;

WHEREAS, pursuant to Local Law #2 of 2019m a Local Law to Regulate Solar Energy Systems, Wedge Sikar 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, 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 communicates the following elements to the Town Attorney for continued negotiations with Wedge Solar; those elements are that:

- the Town wishes to have control of the selection of the third party for any reevaluations of decommissioning costs,
- the Town is agreeable to the ninety (90) day time window as presented in the latest draft by Wedge Solar; and
- the Town wishes to resolve the payment logistics that may be faced by Wedge Solar with a selected vendor.

Discussion followed by the Board members.
AYES: Wolf, Emanuel, Lewis NAYES: None
ABSENT: Henke, DeMichele
Motion Carries 3-2

#2-

Resolution 82 of 2026
Relative to Modify the 2026 Budget to Close Out the Capital Project
Motioned by: Lewis Seconded by: Emanuel

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

AYES: Emanuel, Wolf, Lewis NAYES: None
ABSENT: Henke, DeMichele
Motion Carries 3-2

Resolutions #3 and #4 were tabled at last meeting and not brought forward to this meeting.

Old Business:
#1- Public Meeting Streaming Project-Phase 1 Update and Authorization
Josh Messi from RESI was on a teleconference call with the Town Board to present an overview of their service and fees. RESI provides the cloud streaming platform as an annual subscription service with on-demand archive, scheduling tools, automated text generation and platform support. They utilize an authorized RESI reseller for the design, supply, install,

training and support of the meeting room system. More proposals were asked to be obtained, RESI proposal will be sent to the board by Councilman Wolf, tighten up the wants in the scope of work as they have been delivered and discussed to this point.

#2-Sale of parcel 40.00-2-3
Supervisor Lewis explained there is no update at this point; it is an attorney activity.

#3- Town of Veteran Mining Moratorium
Motioned by Lewis, seconded by Emanuel to open the discussion on the materials surrounding the Town of Veteran Mining Moratorium.
Discussion by the board followed. The Zoning Law has elements that need to be addressed and changed. Only two mines have been permitted in thirty years.

#4-Budget Officer Quarterly Budget Presentation
Motioned by Lewis, seconded by Emanuel to open the discussion on the Budget Officer Quarterly Budget Presentation.
Discussion followed. When a report is given out and questions arise who should answer the questions, the Supervisor or the Budget Officer. The Budget Officer made a note stating he couldn't make the meeting, and his report provided some analysis. Reach out to the Budget Officer with any questions.

#5-HRMP and RUA for Mitstifer Mine Project
Motioned by Lewis, seconded by Emanuel to open the discussion on the Haul Route Management Plan and the Road Use Agreement for the Mitstifer Mine Project.
Discussion followed by the board. Councilmen Wolf and Henke were on a committee that prepared information for the Road Use Agreement that has not been shared with the full board to discuss. The documents will be shared with the absent members to review for a discussion at the next meeting.

New Business:
#1-Amendment to Rules of Procedure-Section 7
Motioned by Wolf, seconded by Emanuel to discuss the Amendment to the Section 7 of the Rules of Procedure.

Resolution 83 of 2026
Relative to Amendment of Rules to Procedure-Section 7
Motioned by: Wolf Seconded by: Lewis

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 purposed of determining the final vote on a matter;" and (2) adding the following sentence: "Each member present shall state their position as Aye, Naye, or Abstain when called."

Discussion followed by the board. Support for including absence and removing silence. Having minutes reflect an absence and silence as a no vote is misleading.
Motioned by Lewis, seconded by Emanuel to include Town Clerk, Jenny Reese, into the conversation.
AYES: Lewis, Emanuel, Wolf NAYES: None
ABSENT: Henke, DeMichele
Motion Carries 3-2
Town Clerk Conference in 2025 and 2026 taught that they want the vote count as it has been made in the minutes. Prior Veteran clerks did not document them, Office of the State Comptroller was in attendance and supported the vote count as a no when an absence, silence or abstention was made. Documents from training can be provided to support the voting record in minutes.
The Supervisor vote is a tie breaker should it be needed, he does not have to vote unless it is a concluding step in a vote.
Motioned by Lewis, seconded by Wolf to table the motion.
AYES: Emanuel, Wolf, Lewis NAYES: None
ABSENT: Henke, DeMichele
Motion Carries 3-2

#2-Town Web Contract Process Review
Motioned by Lewis, seconded by Emanuel to open the discussion on Town Web Contract Process Review.
Discussion by the board followed. The process of how to handle a new contract was questioned and who should approve it.

Adjourn:
Motioned by Lewis, seconded by Emanuel to adjourn at 9:11 PM.
AYES: Emanuel, Wolf, Lewis NAYES: None
ABSENT: Henke, DeMichele
Motion Carries 3-2

Respectfully Submitted,

Jenny Reese, Town Clerk

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 July, 2026:

DATED: August 28, 2026

SUPERVISOR

		Balance 06/30/2026	Increases	Decreases	Balance 07/31/2026
A GENERAL FUND - TOWNWIDE					
CASH - CHECKING		1,405.44	49,416.34	49,416.34	1,405.44
CASH - SAVINGS		927,206.31	24,351.33	49,416.34	902,141.30
NYCLASS - ARPA FUNDS		105,492.70	319.29	0.00	105,811.99
NYCLASS - ARPA INTEREST		31,470.80	95.25	0.00	31,566.05
PETTY CASH		200.00	0.00	0.00	200.00
	TOTAL	1,065,775.25	74,182.21	98,832.68	1,041,124.78
B GENERAL FUND - PART TOWN					
CASH - CHECKING		0.00	4,286.03	4,286.03	0.00
CASH - SAVINGS		115,016.51	1,506.27	4,436.03	112,086.75
	TOTAL	115,016.51	5,792.30	8,722.06	112,086.75
DA HIGHWAY FUND - TOWNWIDE					
CASH - CHECKING		366.57	34,263.06	34,263.06	366.57
CASH - SAVINGS		570,628.73	74,047.90	41,739.23	602,937.40
	TOTAL	570,995.30	108,310.96	76,002.29	603,303.97
DB HIGHWAY FUND - PART TOWN					
CASH - CHECKING		594.72	31,152.50	31,152.50	594.72
CASH - SAVINGS		301,801.00	8,319.17	31,152.50	278,967.67
	TOTAL	302,395.72	39,471.67	62,305.00	279,562.39
H CAPITAL PROJECTS FUND					
		0.00	0.00	0.00	0.00
CASH - SAVINGS		7,602.30	0.04	7,602.34	0.00
NYCLASS - SALT BARN GRANT MONE		0.04	0.00	0.04	0.00
	TOTAL	7,602.34	0.04	7,602.38	0.00
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 06/30/2026	Increases	Decreases	Balance 07/31/2026
		0.00	0.00	0.00	0.00
	TOTAL	0.00	0.00	0.00	0.00
TA TRUST & AGENCY					
CASH - CHECKING		410.35	43,032.82	42,289.99	1,153.18
	TOTAL	410.35	43,032.82	42,289.99	1,153.18
TOTAL ALL FUNDS		2,110,268.06	270,790.00	295,754.40	2,085,303.66

TOWN CLERK'S MONTHLY REPORT

TOWN OF VETERAN, NEW YORK

AUGUST, 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				
	14	DECALS	101.56	
	2	MARRIAGE LICENSES NO. 94011 TO 26005	17.50	
	1	CERTIFICATE OF MARRIAGE	10.00	
		TOTAL TOWN CLERK FEES		**129.06**
A2544				
	37	DOG LICENSES	349.00	
		TOTAL A2544		**349.00**
A2770				
	1	MISCELLANEOUS	350.00	
		TOTAL A2770		**350.00**
B2110				
	9	BUILDING PERMITS	1,000.00	
	1	APPLICATION FEE	275.00	
		TOTAL B2110		**1,275.00**

DISBURSEMENTS	
PAID TO SUPERVISOR FOR GENERAL FUND	828.06
PAID TO SUPERVISOR FOR PART TOWN FUND	1,275.00
PAID TO NYS DEC FOR DECALS	1,414.44
PAID TO NYS ANIMAL POPULATION CONTROL FUND	41.00
PAID TO NYS HEALTH DEPT FOR MARRIAGE LICENSES	22.50
TOTAL DISBURSEMENTS	**3,581.00**

SEPTEMBER 1, 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:	Aug 20
	this week we put in driveway pipes on stwart rd and acker rd and cleaned ditches and also been mowing.
	August 27
	this week we been pealing shoulder on the sides of rds,and putting driveway pipe on stonecroft,and for 2 days helping catlin oil and stone.
	sept 4
	we have been diching on acker rd,we also had a big willow tree come down in the rd on parrot rd ,and we are patching the bad spots on the rds.
	sept 11
	this week is short week we are patching rds.
Shared Services:	catlin for 2 days and erin for 1 day
Injuries:	none
Hours:	Millport (Total for the Month):
	Millport (Fiscal YTD):

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 September 10, 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 (DCN-XXXX-TBD).

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: September 10, 2026

_____
Jenny Reese, Town Clerk

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. Town acknowledges and agrees to identify the engineer associated with the project and to undergo any onboarding procedures associated with the work. 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 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. The Parties acknowledge and agree that engineer shall have ninety (90) days to complete such review of the decommissioning bond, provided that such time may be extended by written consent by both Parties so long as engineer diligently prosecutes any and all actions required to complete the work described herein.

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	

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
RESOLUTION NO. __ OF THE YEAR 2026

A RESOLUTION TO SET A PUBLIC HEARING REGARDING THE 2027 TOWN & COUNTRY FIRE PROTECTION DISTRICT CONTRACT

The Town Board of the Town of Veteran, New York (the "**Town Board**"), duly convened in SPECIAL session on September 10, 2026 at the Town of Veteran Clerk's Office at 4049 Watkins Road, Millport, New York 14864 does hereby resolve as follows:

WHEREAS, preliminary discussions between Town Supervisor, David Lewis and the Town and Country Fire Department, Inc. indicated the desire for a continuation of the services consistent with the 2026 contract for Fire Protection District #3; and

WHEREAS, an updated version of the contract has been provided to the Town Board by the Town Supervisor; and

WHEREAS, the financial terms of the contract increased from $92,000 in 2026 to a proposed $93,800 in 2026, an increase of 1.96%; and

WHEREAS, the Town Board desires to comply with the requirements of the New York Town Law and the New York Public Officers Law and shall schedule a public hearing to allow the public to comment on the Fire Protection District #3 contract.

NOW THEREFORE, BE IT RESOLVED, the Town Board will hold a public hearing on October 8, 2026 at 7:00 p.m. to hear all persons regarding the contract for Fire Protection District #3 services; and

BE IT FURTHER RESOLVED, that the Town Clerk shall cause notice of such public hearing to be published in the official newspaper of the Town of Veteran in accordance with all legal notice requirements.

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: _____ ___, 2025

_____
Jenny Reese, Town Clerk

21997577

CONTRACT FOR FIRE PROTECTION

This agreement made _____, 2026 between the Town Board of the Town of Veteran, Chemung County, State of New York on behalf of Fire Protection District No.3 (hereinafter referred to as "District") of the Town of Veteran (hereinafter referred to as "Town"), and the Town and Country Fire Department, Inc. of 130 Gardner Road, Village of Horseheads, Chemung County, State of New York, 14845 (hereinafter referred to as ("Contractor").

WHEREAS, the Agreement has also been duly authorized by the Board of Directors of the Contractor; and **WHEREAS**, The Contractor maintains a fire department, personnel, equipment and apparatus and is able and willing to render fire protection services outside its corporate limits upon reasonable terms; and

WHEREAS, the Town Board and the above noted Fire Protection District desire to have fire protection from the Contractor's department and is willing to pay the sums hereinafter provided for.

NOW, THEREFORE it is agreed by the parties hereto as follows:

1. Understandings

The Town desires fire protection and medical services up to the limitations of a Certified First Responder unit, including, but not limited to such services as are required for fire suppression, fire prevention, fire investigation services, vehicular accidents, water emergency, calamities, missing or distressed person response and emergency response services to all persons and property within the aforesaid Fire Protection District. The Town desires to secure these services by entering into an Agreement with the Contractor Whereby Contractor will provide the equipment, apparatus, materials, personnel, leadership and professionalism necessary to provide those services. It is understood that the Contractor will provide personnel necessary to provide fire protection, fire suppression and emergency services. The Contractor will provide necessary equipment and quarters to equip and house the

personnel. It is understood by the parties that all equipment and materials except as hereinafter set forth in this Agreement, are the sole property of the Contractor.

2. Term

This Agreement shall be effective from **January 1, 2027** until **December 31, 2027**. The Agreement will automatically renew for terms of one (1) year each year thereafter upon the same terms and conditions without further Public Hearing, unless one of the contracting parties hereto shall notify the others in writing on or before the **1st day of September** that it elects to terminate this agreement on **December 31st** on the same year. The notice herein provided for shall be in writing and served in the manner as is required for the service of Summons in an action in New York State Supreme Court.

3. Consideration

In addition, to the mutual promises made by each party consideration for the Agreement will be in the form of money payments made by the Town, on behalf of Fire Protection District, for each herein after specified calendar year during the term of this Agreement:

2027 **$93,800.00**

The base contract payment of **$93,800.00** will be due on **February 23rd** of the noted calendar year.

4. Emergency Services

The Contractor will provide the Town for the term of this agreement attendance upon any and all incidents or occurrences within the District where and when such service is required or warranted. The Contractor will be responsible for providing all suitable and sufficient equipment, vehicles, and supplies necessary for provision of emergency services in the District to the Town. The cost of same will be the responsibility of the Contractor.

5. Fire Suppression (Firefighting) Services

The Contractor shall be subject to call for attendance upon any and all fires and emergencies occurring in the District and, when notified of same, shall respond and attend without delay and shall diligently proceed in every reasonable way to extinguish the fire and/or attend to the emergency and shall do its utmost to prevent loss of life or property in connection therewith.

The Contractor shall supply all personnel to meet its obligations to provide fire suppression services under this Agreement for the term of same. All fire suppression personnel supplied by the Contractor will be trained and qualified according to New York State standards. The costs of obtaining and maintaining certifications and training of its personnel will be the responsibility of the Contractor.

The Contractor will supply personnel with appropriate fire fighting protective clothing and apparatus, which will meet applicable State and Federal requirements. The Contractor will be responsible for the costs of maintenance and replacement of same.

The Contractor agrees that in order to effectively carry out this Agreement it will at all times keep and maintain first class repair and order suitable fire suppression and emergency vehicles, apparatus and implements for the protection of life and property from fire and other emergency. The fire suppression/emergency vehicles, apparatus, and implements will be provided by the Contractor and will meet all applicable State and Federal standards and requirements. Purchase, replacement and maintenance costs of all vehicles, apparatus, implements and equipment will be the responsibility of the Contractor. The Contractor presently provides vehicles and apparatus described in Schedule A attached. In the event an item is removed from service the contractor agrees to promptly replace same and to promptly notify the Town of both removal and replacement.

6. Mutual Aid

The Contractor will enter into appropriate mutual aide agreements with surrounding municipalities and other

emergency service providers and will honor and abide by the terms of such agreement. The Contractor's obligation to respond and attend to fires and emergencies is subject to the provision that its vehicles, equipment, apparatus and personnel are not engaged elsewhere in a similar task. In the event the Contractor is providing emergency services, fire suppression services of fire protection or investigation services within or without the Fire Protection District and reasonably determines that "mutual aid" from other fire departments or agencies is warranted the Contractor will promptly transmit a call into other such fire departments or companies for "mutual aid" via the Chemung County E911 Center.

7. Communication

The Contractor shall obtain and be responsible for all cost, maintenance and repairs of communication, and dispatching equipment used in the provision of fire suppression and emergency services and fire prevention and investigation services provided by Contractor. It is understood that dispatching of personnel, equipment and apparatus will occur through the E911 system administered by Chemung County.

8. Public Awareness

The Contractor will provide the public with a fire prevention and emergency services awareness program. This program will include education for children, residents, commercial and industrial establishments, employers and employees in the Town.

9. Reports and Record Keeping

The Contractor will provide all report forms and other record keeping systems required by State and Federal regulations. Further the Contractor shall maintain such records and reports as required by law and as are customarily kept by municipal fire departments in New York State. The Contractor shall report to the Town Board at such times as requested, summarizing among other things types and numbers of fire and emergency responses, number of personnel responding, type of equipment responding, dates, number's location and types of false alarms, etc., concerning, separately, or both.

a) Its activities under this Agreement, and

b) Its activities in providing similar services to all others outside the District.

It is understood that the required information may be submitted in the form of a NYS Basic Field Incident Report, summary. Further the Contractor shall keep the Town informed of the names and training levels of all personnel providing services under this Agreement as well as the type and condition of vehicles, apparatus and equipment.

The Company shall also furnish an annual report to the Town on or before April 1st each year of all of the activities pursuant to this Agreement, including training and personnel, equipment condition, acquisitions, losses, removals, number and type of fire and emergency responses, dates and numbers of personnel responding.

10. Personnel

The Contractor is a volunteer fire department. It shall be the Contractor's responsibility to select its personnel so that all services agreed to be provided in this Agreement are capable of being provided when and if needed.

11. Quarters and Equipment, Maintenance

The Contractor will obtain and maintain suitable quarters of housing vehicles, apparatus and equipment together with administrative facilities. The Contractor shall be responsible for maintenance of same.

The Contractor will be responsible for, performing or causing to be performed routine maintenance work on all the vehicles, apparatus, equipment and quarters, keeping same in a safe and operational condition.

12. Employee Benefits

The Contractor shall be responsible for any and all salary and benefits paid to or offered its personnel. This shall include, but not be limited to volunteer firefighters' benefit insurance and any offered firefighters service award program.

13. Insurance.

The Contractor shall be responsible for providing applicable Worker's Compensation Insurance and/or Volunteer Fire Fighter's Benefits Insurance, Liability Insurance for its personnel with limits of at least $2,000,000 replacement insurance covering its vehicles, equipment and apparatus with limits of at least $2,000,000. Such insurance shall provide coverage for personal liability, property damage and collision. Certificates of Insurance showing compliance with this paragraph shall be provided to the Town upon execution of this Agreement. The Contractor shall be responsible for providing replacement insurance coverage for its vehicles, equipment and apparatus. Such insurance shall be of sufficient types and amounts as to adequately provide funds for the repair/replacement of such vehicles, equipment and apparatus with at least comparable items so as to assure continuity of the level of service called for under this Agreement. It is the intention of the parties that all such items be insured against loss, destruction etc. in such amounts as will afford a source of funds adequate to replace the items without any of the parties suffering a loss or reduction of the protection and services to be provided under this agreement.

The Town shall not under any circumstances, be liable for damages to vehicles, equipment, apparatus or personnel of the Contractor or others who provide mutual aid. The full extent of the Town's liability to the Contractor, its property and personnel or to others regardless of cause therefore shall be the consideration set forth in paragraph "3". The Town shall be named as an additional insured on all the Contractor policies of insurance.

14. Charge Upon District

All monies to be paid under the provisions of the Agreement shall be charged upon the Fire Protection District and collected with Town taxes as provided for by law.

15. Authority to Contract

Each of the parties hereto represents to the other parties and warrants that it has legal authority to enter into this

Agreement and to bind such party to the terms of the conditions of same.

16. Assignment

This Agreement shall not be assignable by any party, nor shall the performance of any of the duties under it be delegable by any party without the prior written consent of all other parties. Further this agreement shall not be assignable by operation of law.

17. Amendment

This Agreement may not be changed, waived, discharged, amended, modified or terminated except in writing signed by all parties.

18. Documents

Each party to this Agreement shall perform all acts and execute and deliver all documents as may be necessary and proper under the circumstances in order to accomplish the intent and purpose of this Agreement.

19. Validity

If any term or provision of this Agreement is determined to be in conflict with applicable State and Federal or local laws, rules or regulations such term and provision shall continue in effect only to the extent permitted by such law, rule, regulation; the remaining provisions of this Agreement shall remain in full force and effect and the Agreement will be enforced and interpreted to the extent possible without the conflicting provisions.

20. Non-Waiver

Failure of any party upon strict performance of any of the terms and conditions of this Agreement shall not be

construed as a waiver or relinquishment of same.

21. Third Party Beneficiaries

This Agreement is in no way intended to benefit any persons or entities other than the parties to it. It is not entered into with the intent to benefit any other person or entity, directly or indirectly.

22. Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York. Venue for any action under this Agreement will be in the appropriate court within Chemung County, New York.

23. Default

Default occurs through the failure of any party to immediately cure any breach of the Agreement. A filing of bankruptcy by any party shall constitute a default.

24. Indemnification

The Contractor agrees to indemnify, hold harmless and defend the Town, its employees, representatives, agents, successor and/or assigns from any and all claims, damages, judgments, lawsuits, losses, causes of action, liability, costs and expenses including, but not limited to attorneys' fees, which may at any time after this Agreement be incurred, suffered, sustained by or imposed upon the Town, its employees, representatives, agents, successors and/or assigns by reason of acts or omissions of the Contractor arising out of, by virtue of, or incident to the services contemplated to be provided by the Contractor under this Agreement, including but not limited to bodily injury, sickness, disease, death or destruction of tangible personal property which is caused in whole or in part by act or omission of the Contractor or anyone directly employed by the Contractor unless such act or omission is the result of intentional or grossly negligent or willful or wanton misconduct.

25. Audit of Records

The Contractor agrees to keep a separate set of records concerning its activities under this Agreement. The Town shall by fifteen (15) days written notice to the Contractor, be allowed to audit all of the Contractor's records relating to its activities under this Agreement.

26. Financial Statements

Complete financial statements consisting of Audits of all assets and liabilities, a balance sheet and related statements of income and expenditures shall be prepared annually at the close of the fiscal year. Such reports shall be prepared in accordance with generally accepted accounting principles; complete copies of same will be furnished to the Town upon request.

IN WITTNESS WHEREOF, the parties hereto agree to be bound by all the terms and conditions set forth in this Agreement and acknowledge that each has received sufficient consideration for entering into the Agreement. The same having been dully executed and delivered.

TOWN BOARD OF THE TOWN OF VETERAN
CHEMUNG COUNTY, NEW YORK

By _____
Supervisor,

TOWN AND COUNTRY FIRE DEPARTMENT, INC.
CHEMUNG COUNTY, NEW YORK

By _____
President, Board of Directors

Resolution Regarding Declaration and Sale of Surplus Town Equipment

WHEREAS, from time to time certain municipal property becomes surplus to the Town's needs and may have monetary value, and

WHEREAS, Town Department Heads have provided a list of items as being surplus to the needs of the Town and have determined the condition of same to be such that it may have economic value, and

WHEREAS, the Town of Catlin, in recovery from a fire at their Highway Garage, has offered to purchase the 2011 Western Star 10 Wheel Truck with plow and wing for $25,000, and

WHEREAS, Highway Superintendent Curtis Rhodes believes the offer to be fair and in excess of the amount that could be realized at auction.

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

1. The following described property is declared to be surplus to the needs of the Town:
    a. 2011 Western Star 10 Wheel Truck with plow and wing
    b. Bolens Push Mower
    c. Yazoo Mower
    d. Cub Cadet Push Mower
    e. Airens Snowblower
    f. 10 Filing Cabinets
    g. 1 Office Desk
    h. Homemade Pull Behind Roller
    i. Roscoe Pull Behind Street Sweeper

2. The estimated value of items b. to g. is to be determined through public auction with RTI Net Auctions (Teitsworth).
    a. Any item deemed to have no value following the auction may be locally sold for scrap or disposed of at a cost to the Town Department of ownership.

3. The 2011 Western Star 10 Wheel Truck with plow and wing shall be sold to the Town of Catlin for $25,000.

4. Superintendent Rhodes shall cause the execution of this resolution.

RESOLUTION FOR APPOINTMENT TO THE BOARD OF ASSESSMENT REVIEW

WHEREAS the term of Ed Derry as a member of the Board of Assessment Review (BAR) expires on September 30, 2026, and

WHEREAS Mr. Derry has faithfully served the Town in the capacity of a member of the BAR, including the completion of all necessary training, and

WHEREAS Mr. Derry has indicated a desire to continue to serve on the BAR.

NOW THEREFORE BE IT RESOLVED THAT Ed Derry is reappointed to the Board of Assessment, for a term to commence on October 1, 2026 and end on September 30, 2031.

TOWN OF VETERAN, NEW YORK
TOWN BOARD

RESOLUTION NO. _____ OF 2026

RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE AGREEMENTS FOR A PUBLIC MEETING LIVESTREAMING AND ARCHIVING SYSTEM

At a regular meeting of the Town Board of the Town of Veteran, Chemung County, New York, held at the Town Hall on the _____ day of _____, 2026.

WHEREAS, the Town Board authorized an evaluation of solutions for livestreaming and archiving public meetings within an established project budget of $20,000; and

WHEREAS, the Town Board has reviewed and considered proposals from multiple vendors for both meeting-room audio and video capture equipment and cloud-based streaming and archiving services; and

WHEREAS, the Town Board has determined that the coordinated solution proposed by Kingdom Integrations (room system) and Resi (resi.io), a Pushpay company (streaming platform), best satisfies the Town's goals of government transparency, operational simplicity, streaming reliability, and responsible stewardship of public funds; and

WHEREAS, the combined first-year cost of $18,705.55 is within the authorized project budget, with a remaining buffer available for miscellaneous and incidental project expenses;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Veteran hereby accepts the proposal of Kingdom Integrations for the supply, installation, configuration, commissioning, and support of a public meeting audio and video capture system in the amount of $14,855.55, and authorizes the Town Supervisor to execute the necessary agreement with Kingdom Integrations; and be it further

RESOLVED, that the Town Board hereby accepts the proposal of Resi (resi.io) for cloud-based streaming and archiving services at an annual subscription rate of $3,850.00, and authorizes the Town Supervisor to execute the necessary subscription agreement with Resi; and be it further

RESOLVED, that payment for these agreements shall be charged to the appropriate Town budget appropriation; and be it further

RESOLVED, that the Town Supervisor is authorized to expend remaining budget funds for miscellaneous and incidental expenses directly related to this project, with expenditures to be documented and reported to the Board; and be it further

RESOLVED, that each agreement authorized herein shall be governed by the terms and conditions established by the respective vendor — Kingdom Integrations for the meeting-room system and Resi (resi.io) for the streaming and archiving platform — and that any municipality seeking to utilize either agreement pursuant to General Municipal Law Section 103(16) shall

contact the respective vendor directly and shall be subject to that vendor's own terms, conditions, and pricing at the time of inquiry; and be it further

RESOLVED, that the Town Supervisor and Town Clerk are hereby authorized to take all actions necessary to carry out the purposes of this Resolution.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

AYES: _____

NAYES: _____

ABSTENTIONS: _____

Resolution ADOPTED / DEFEATED (circle one)

Moved by: _____ Seconded by: _____

_____
Town Clerk, Town of Veteran

TOWN OF VETERAN, NEW YORK
Public Meeting Streaming System
Board Review Package

Hardware • Streaming • Complete-System Alternatives

Prepared for Board-level review • August 31, 2026 • Revision 4.2

Introduction

This package was prepared in support of the procurement process for the Town of Veteran's Public Meeting Streaming and Archiving System. It was prepared by Town Board Member Winston Wolf pursuant to Board authorization and is submitted for Board review and action at the September 10, 2026 regular meeting.

The Town solicited responses from both turnkey and component vendors. Three meeting-room hardware proposals and three streaming platform proposals were received and evaluated. The analysis separates the hardware and streaming layers, identifies vendor relationships, and presents three complete system alternatives on a common cost and capability basis.

The recommended solution — Kingdom Integrations for the meeting-room system and Resi for the streaming and archiving platform — is a coordinated, vendor-supported combination within the authorized project budget. It supports the Town's objective of providing reliable public access to municipal proceedings via live stream and on-demand archive on the Town website.

Purchasing Policy Compliance

This procurement was conducted in accordance with the Town of Veteran Purchasing Policy (revised January 4, 2024). The combined first-year project cost of $18,705.55 falls within the $9,001–$20,000 purchase contract tier, which requires three written quotes or written RFPs. Three written hardware proposals (Kingdom Integrations, AVC, and PCC) and three streaming platform proposals (Resi, BoxCast, and Granicus) were solicited and evaluated. The full vendor response record is on file.

The recommended solution is supported on two independent grounds under the policy. First, the Town purchasing policy expressly permits award on the basis of best value as defined in NYS Finance Law Section 163 — not solely lowest price. Kingdom/Resi represents the best value among the alternatives evaluated: it is the lowest-cost complete system, the only coordinated vendor solution, and the only proposal in which the hardware and streaming vendors have committed to cooperate on support.

Second, pursuant to GML Section 104-b(2)(f), the solicitation of alternative proposals or quotations may be waived at the discretion of the Town Supervisor for procurements involving professional services or services requiring special technical skill or expertise — including computer software, systems integration, and substantial networking of computers and systems. The streaming and archiving platform component of this procurement is consistent with that category. This basis is noted for the record; the three-quote requirement was satisfied in any event.

Cooperative Purchasing — Availability to Other Municipalities

The Town of Veteran intends to structure the executed agreements with Kingdom Integrations and Resi so that other New York State municipalities may piggyback on them pursuant to GML Section 103(16). This allows any eligible political subdivision — town, village, county, school district, fire district — to procure the same system at the same terms and pricing without conducting its own competitive bid process.

To qualify under GML Section 103(16), the cooperative purchasing clause must appear in the executed contract itself. A vendor offer made after the fact does not satisfy the statute. Accordingly, prior to execution, the Town Supervisor is requested to confirm that each agreement with Kingdom Integrations and Resi contains language substantially as follows:

> *"The terms, conditions, and pricing of this contract are extended for use by other governmental entities authorized to make purchases pursuant to New York General Municipal Law §103(16). Each participating entity contracts directly with the vendor. The Town of Veteran assumes no liability for orders placed by other governmental entities. Participation is subject to vendor acceptance on a per-order basis."*

Note: GML Section 103(16) is scheduled to expire June 30, 2027. Any municipality wishing to piggyback on these contracts should do so before that date unless the legislature renews the provision. Each participating municipality is responsible for confirming that the procurement satisfies its own purchasing policy and for executing its own agreement directly with the vendor.

This document does not authorize expenditure. Authorization is addressed by a separate resolution.

1. How We Reached This Point

This package reflects several iterations of the Town's inquiry. The comparison changed as the scope became clearer and revised vendor responses arrived.

A. Initial direction — The Town first evaluated Granicus as a managed streaming/archival service. That proposal did not include the complete meeting-room microphone/camera system, so separate room-hardware pricing was required.

B. Vendor inquiry broadened — The Town's informal Solution Inquiry expressly invited either a complete turnkey response or a hardware-only room system that could feed a commercial streaming platform. The goal was reliability, archiving, professional speech audio, simple operation, support, and future expansion.

C. First hardware comparisons — PCC, Kingdom, and AVC were reviewed as room-system vendors. Early PCC and Kingdom versions were superseded as the requested scope was refined.

D. PCC corrected — The March PCC boardroom modernization proposal is not used here. The controlling PCC response is the August 11, 2026 "Boardroom Recording/Streaming System v1" at $27,943.

E. Kingdom corrected — Earlier Kingdom proposals are not used here. The controlling proposal is "Town of Veteran Conference Room (Option 1)," dated August 3, 2026, total $14,855.55. It specifically includes a Resi Mini Encoder.

F. Streaming separated from hardware — Resi, BoxCast, and Granicus are evaluated as the streaming/service layer. This avoids comparing a hardware-only quote directly with an annual streaming subscription.

G. Integration distinction identified — Kingdom/Resi is not merely an arithmetic pairing: Kingdom supplies the Resi encoder and the vendors are cooperating on the project. Other hardware + BoxCast or Granicus combinations should be described as Town-selected combinations of independent vendors, not as integrated vendor packages.

2. Meeting-Room Hardware Comparison

Capability	Kingdom Option 1	AVC	PCC Aug. 11
Quoted cost	$14,855.55	$19,997.00	$27,943.00
Board microphones	7 Shure MX418D/C wired goosenecks	6 Audio-Technica ATUC-50 discussion units	6 wireless tabletop discussion units
Public comment	Separate Shure wireless handheld	6th discussion unit may be audience/floater	1 of 6 units designated public/guest
Camera	PTZOptics 12X Move SE	Panasonic AW-UE20 4K PTZ	12X PTZ
Audio management	Shure SCM810 automatic mixer	Audio-Technica controller + Extron DSP	Wireless discussion-system transceiver
Recorder / streamer	Epiphan Pearl Nano, 512GB	Epiphan Pearl Nano	Single-channel recorder/streamer
Dedicated encoder	Resi Mini Encoder included	None	None
Installation	Included	Included	Included
Support	Design/programming/support included	Year 1 Customer Care included	No service plan included
Notable feature	Purpose-built Resi path	Expandable to 100 units; 2nd camera ready	Chairman mute; future digital voting

Source: Kingdom controlling proposal Aug. 3, $14,855.55. AVC Aug. 19 hardware-only response, $19,997 including Year 1 Customer Care. PCC Aug. 11 Boardroom Recording/Streaming System v1, $27,943; streaming subscription excluded.

3. Streaming / Archive Service Comparison

Capability	Resi	BoxCast Advanced	Granicus EASE 25
Current price	$3,850/yr (Town quote)	$2,988/yr ($249/mo)	$14,278.31 Year 1 service
Platform hardware	Resi Mini Encoder (in Kingdom quote)	Spark encoder from $999; RTMP/SRT accepted	EASE H appliance $4,832.82 + $887.35 setup
Live + on-demand	Yes; RoD Starter included	Yes	Yes; Media On-Demand
Streaming resilience	Patented RSP; up to 30-min local buffer	Patented BoxCast Flow (requires BoxCast encoder for full recovery)	Managed EASE architecture
Adaptive delivery	Up to 6 streams @ 1080p	Up to 4 streams; 1080p60	Managed service
Support	Dedicated CSM; phone/email incl. weekends	Phone/chat/email 7 days/week	Managed service
AI / content tools	Subtitles + Studio AI included (confirmed Aug. 19)	AI-driven Sharing included	Managed indexing; AI per Granicus terms
Meeting indexing	Studio/AI workflow	Platform tools	Up to 25 indexed meetings/year
Staff model	Low-touch; Town operates system	Town operates stream/platform	Hands Free — no staff involvement

Reliability Note: Resi RSP vs. BoxCast Flow

Both Resi and BoxCast publish proprietary streaming-reliability technology, but they should not be treated as identical. Resi states that RSP verifies delivery, re-sends missing data, and maintains a local buffer of up to 30 minutes. BoxCast states that BoxCast Flow is designed to keep playback smooth on unstable networks and is built into its Spark encoder. BoxCast also accepts third-party RTMP and SRT encoders; however, BoxCast Flow's maximum recovery mode requires BoxCast encoding hardware or software. These are vendor-published technical claims, not independent performance tests.

For the Town of Veteran, the key practical distinction is architecture, integration, and support. The Kingdom quote already contains the Resi Mini Encoder, so RSP is part of the proposed Kingdom/Resi signal path. Kingdom does not install BoxCast hardware and does not have an established BoxCast relationship for this project.

4. Kingdom / Resi — Coordinated Combined Proposal

Kingdom/Resi is a coordinated solution. The controlling Kingdom proposal includes the Resi Mini Encoder. The Resi pricing includes RSP, RoD Starter, adaptive bitrate web streaming, event automation, analytics, a dedicated Customer Success Manager, and support.

Kingdom and Resi have represented their intent to cooperate on support. That is a meaningful procurement advantage. The final contract should put responsibility boundaries, escalation process, and remedies in writing.

The Resi package includes both Subtitles and Studio AI. Studio AI allows the Town to create and edit short-form video clips from meeting recordings for social media distribution. Inclusion confirmed in writing by Josh Stephens, Resi, August 19, 2026.

5. Granicus — Managed Service Benchmark

Granicus is not directly comparable to Resi or BoxCast on subscription price alone. Its July 2, 2026 proposal is a managed municipal meeting service: EASE 25 provides up to 25 indexed meetings per year, Media On-Demand, a 24/7 live stream, and up to 120 hours of specialty content — described as "No staff involvement — Hands Free." The quote requires an EASE H streaming appliance and setup in addition to the annual service.

Granicus Item	Amount	Timing
EASE H streaming appliance	$4,832.82	One-time
Setup / deployment	$887.35	One-time
EASE 25 service	$14,278.31	Year 1
EASE 25 service	$15,277.79	Year 2
EASE 25 service	$16,347.24	Year 3

The Granicus terms state that remote camera/broadcast operations depend on the Town providing required network access, and that Granicus is not responsible for remote camera operations if the Town's internet connection is interrupted.

6. Complete-System Combinations

The table below distinguishes a true vendor-coordinated solution from Town-selected combinations of independent vendors. The matrix is useful for review but does not convert an independent pairing into a jointly supported vendor scenario.

Combination	Room AV	Streaming	Year 1	Status	Board Note
Kingdom + Resi	**$14,855.55**	**$3,850**	**$18,705.55**	**COORDINATED**	**Kingdom installs Resi encoder; vendors cooperate on support.**
AVC + BoxCast Advanced	$19,997.00	$2,988	$22,985.00*	Independent	No established vendor relationship.
PCC + BoxCast Advanced	$27,943.00	$2,988	$30,931.00*	Independent	No established vendor relationship.
AVC + Granicus	$19,997.00	$19,998.48**	$39,995.48**	Independent / Managed	No relationship Duplicate capture functions may exist.
PCC + Granicus	$27,943.00	$19,998.48**	$47,941.48**	Independent / Managed	No relationship Duplicate capture functions may exist.

** BoxCast totals use current published Advanced pricing and do not include a BoxCast Spark encoder. BoxCast Flow's maximum recovery mode requires BoxCast encoding hardware/software.*

*** Granicus streaming-layer figure = $4,832.82 EASE H + $887.35 setup + $14,278.31 Year-1 service. These combinations are not optimized; room-system components may overlap with Granicus's appliance.*

7. Three Alternatives for Board Review

ALTERNATIVE 1 — KINGDOM / RESI ★ RECOMMENDED

$18,705.55 Year 1

Coordinated solution. Lowest of the three proposed complete alternatives. Kingdom supplies and installs the room system and Resi Mini Encoder. Resi supplies RSP streaming, RoD Starter, analytics, automation, and support. Studio AI is included at no additional charge per written vendor confirmation (Josh Stephens, Aug. 19, 2026). Kingdom and Resi cooperate on support; system performance has been represented as guaranteed. Obtain the guarantee in final written contract terms.

ALTERNATIVE 2 — AVC + BOXCAST ADVANCED

$22,985.00 Year 1 (before any optional BoxCast encoder)

Independent-vendor solution. AVC's $19,997 hardware quote is expressly hardware-only and includes an Epiphan Pearl Nano. BoxCast Advanced is a separately purchased streaming/archive platform. BoxCast accepts RTMP/SRT sources; a BoxCast Spark can be purchased separately if the Town wants BoxCast Flow at the encoder. Do not characterize AVC and BoxCast as a jointly integrated or jointly guaranteed system unless the vendors separately agree.

ALTERNATIVE 3 — PCC + BOXCAST ADVANCED

$30,931.00 Year 1 (before any optional BoxCast encoder)

Independent-vendor solution. PCC provides the wireless discussion system, PTZ camera, and recorder/streamer; PCC explicitly states that its streaming unit can be pointed to a streaming service of the Town's choice. BoxCast is purchased separately. PCC's system offers chairman mute and a future digital-voting path, but carries the highest room-system cost and a 16–20 week quoted delivery window.

Granicus Benchmark

Granicus should remain in the packet as the managed-service benchmark even if it is not one of the three assembled alternatives. Its cost is materially higher, but it provides managed meeting indexing and a hands-free service model that the other platforms do not directly replicate.

8. Questions and Conditions Before Award (if Kingdom/Resi is chosen)

A. Confirm the final written scope of Kingdom/Resi system support — including who owns first-line troubleshooting and what remedy applies if the system does not perform.

B. Confirm RoD Starter storage/retention limits, export rights, and what happens to archived Town recordings if the Resi subscription ends.

C. Confirm Pricing as original as Kingdom quotation was for 30 days.

F. Confirm captioning, ADA/accessibility options, implementation timing, training, warranties, renewal increases, and support hours for the selected configuration.

G. Preserve Town ownership and practical export/download access to all recordings, transcripts, and associated metadata.

9. Notation to the Board

A. This document provides an evaluation of multiple vendor responses. The Town invited both turnkey and hardware-only responses. That produced useful competition but requires the Board to compare complete outcomes rather than simply line up quote totals.

B. The Town now has three room-system proposals and three streaming approaches. One proposal — Kingdom/Resi — is a coordinated end-to-end solution. The other alternatives must be assembled from independent room and streaming vendors.

C. No combination should be described as jointly integrated or guaranteed unless the vendors have actually agreed to that arrangement.

10. Source Record

- Kingdom Integrations — Town of Veteran Conference Room (Option 1), dated August 3, 2026. Total investment: $14,855.55.
- Audio-Video Corporation — Sales Quotation 29077, dated August 19, 2026. Hardware-only; subtotal $19,997.
- Presentation Concepts Corporation — Boardroom Recording/Streaming System v1, dated August 11, 2026. Total: $27,943.
- Resi — "Resi Recap & Pricing," Josh Stephens, July 28, 2026. Town pricing: $3,850/year.
- Resi — Josh Stephens email confirmation, August 19, 2026: Subtitles and Studio AI both included.
- Granicus — Order Q-549852, July 2, 2026. EASE H appliance, setup/deployment, and EASE 25 managed service.
- Town of Veteran — Public Meeting Streaming Project Solution Inquiry, July 2026.
- BoxCast — Current official pricing, Advanced plan, Spark encoder, BoxCast Flow, and local-government product pages reviewed August 19, 2026.
- Resi — Current official RSP, Studio, and streaming product pages reviewed August 19, 2026.

TOWN OF VETERAN, NEW YORK

Kingdom / Resi

Reasons for Selection

August 19, 2026 • Revision 2

The Board Review Package contains the vendor quotes, technical comparisons, streaming-service information and possible system combinations. The following points explain why Kingdom / Resi is the best fit for the Town.

Town project budget	Kingdom / Resi - Year 1	Remaining buffer
$20,000.00	$18,705.55	$1,294.45

Turnkey support

The companies, Kingdom Integration and Resi.io already work together. Kingdom's proposal includes the on site Resi Mini Encoder hardware and all other on site components. Kingdom installs all on site components as part of the room system. Resi provides the streaming platform, operator and user interfaces and support. The relationship gives the Town a unique, coordinated support path for the complete system.

Streaming reliability

The Resi package includes RSP, Resilient Streaming Protocol. Resi describes RSP as patented technology that verifies delivery, re-sends missing data and can buffer locally when the internet connection becomes unstable. The Resi Mini Encoder needed for this streaming path is included in the Kingdom proposal.

Subtitles and Studio AI

The Resi package includes both Subtitles and Studio AI as separate items. Studio AI allows the Town the option to create and edit short-form video from meeting content for social media.

Turnkey Room setup

The Kingdom room system is designed for the Town of Veteran. The system includes seven (7) dedicated Board microphones, a separate wireless microphone for public comment, automatic audio mixing, a PTZ camera, local recording and the dedicated Resi streaming path.

See Town_of_Veteran_Streaming_System_Board_Review_Package_Rev3_Aug19_2026.docx for the vendor comparisons, source record, alternative combinations and procurement notes.

Support

The Resi package includes a dedicated Customer Success Manager and phone and email support, including weekends. Kingdom's quote includes design, installation, training and support as part of the room-system work.

Public use after the meeting

The Resi package includes RoD Starter for on-demand use. Resi On Demand (RoD) Starter automatically archives each meeting as an on-demand recording the moment the stream ends — no uploading or post-production required. Subtitles improve accessibility to the meeting video. Studio AI adds a practical way to create shorter public-information videos from longer meetings.

Cost

Kingdom's current Option 1 room-system price is $14,855.55. Resi's annual package cost, including support, is $3,850. The combined first-year cost is $18,705.55. Option 2 (not submitted) included audio and video enhancement (audio amplifier, ceiling speakers and additional video displays) resulting in a cost above the budgeted amount and is not a part of the current scope of work.

Kingdom / Resi provides the strongest overall fit for the Town; turnkey future - proof audio and video capture, streaming service and support, installation, while the cost remains within the approved project budget.

Respectfully submitted, Winston Wolf • Town of Veteran Board Member

This document was initially drafted with the assistance of Claude (Anthropic). Content was then moved to ChatGPT (GPT-4o, model o3 mini — referred to here as "5.6 Sol Lite") for review and additional compilation. The finalized document was subsequently shared with Claude (claude-sonnet-4-6) for clarity, consistency, and document preparation. Iteration logs from all AI-assisted sessions are available upon request.

See Town_of_Veteran_Streaming_System_Board_Review_Package_Rev3_Aug19_2026.docx for the vendor comparisons, source record, alternative combinations and procurement notes.

TOWN OF VETERAN, NEW YORK

Public Meeting Streaming — Technical Brief

Kingdom Integrations + RESI | Rev 0.7 | 4 August 2026

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1. Purpose

This brief explains the recommended Phase 1 system, signal path, day-of operation, FOIL/records considerations, and open items. It supports Board context and does not authorize purchase. Pricing is maintained separately (proposals, agenda packet, and resolution). A RESI product demonstration is scheduled for August 4, 2026.

2. Phased approach

Phase 1 (current proposal — target implementation with available budget)

Meeting-room capture with clear speech audio (tabletop microphones for everyone at the table, automatic mixer, audience wireless mic), one PTZ camera, Pearl Nano for embed/local record, Resi Mini encoder, and RESI cloud service for live stream and archive on the Town website. Installation, configuration, basic operator training, and remote support for the installed system through December 31, 2026 (Kingdom Scope of Work).

Phase 2 (calendar year 2027 — pending Board approval and budget review)

Phase 2 adds audio reinforcement (amplifier and speakers for in-room listening). Additional monitors and integrated presentation tools may be considered in the same timeframe, subject to Board approval and budget. Phase 2 is not part of Phase 1 scope.

Note: A complete physical site plan is not yet finished. Placement of equipment and access points must be finalized before final cabinet/rack configuration.

3. What the Town is buying (Phase 1)

A. Room system — Kingdom Integrations (newest proposal, confirmed by Kingdom 8/4/2026)

- 7× Shure MX418D/C desktop gooseneck microphones (microphones for everyone at the table)
- Shure SCM810 automatic mixer (clear speech without continuous level adjustment)
- Shure SLXD wireless handheld system (public comment)
- PTZOptics 12X Move SE (white) + ceiling mount
- Epiphan Pearl Nano with 512 GB SSD (audio/video embed + local record)
- Resi Mini encoder (HDMI)
- Rack, Furman power conditioner, network switch, confidence monitor, small PC, cabling
- Design/programming, travel, installation, commissioning
- Basic operator training (up to 2 hours) and startup documentation
- Remote technical support for the installed system through December 31, 2026

Clear, intelligible audio is a primary design goal. See Kingdom proposal for commercial terms.

B. RESI streaming platform components (annual SaaS as quoted 7/28/2026)

- 10 TB Base Plan / 10 TB live annual data
- Resi Studio Control Software
- RSP (Resilient Streaming Protocol) technology
- Adaptive bitrate web streaming (up to 6 @ 1080p)
- RoD Starter (on-demand archive capability)
- Destinations: Facebook, YouTube, web embed, stream URLs (Town priority is website embed)
- Live and simulated-live event automation
- Analytics
- QRClick
- Dedicated Customer Success Manager
- Phone/email support including weekends

Hardware encoder (Resi Mini HDMI) is supplied through Kingdom. Town owns room equipment; RESI is a renewable annual service (default 12-month term). Kingdom is first call for the installed system; RESI handles platform/cloud issues when escalated. See RESI correspondence and Order Form for commercial terms.

4. Signal flow

Town path (Phase 1):

Microphones (tabletop + audience) → automatic mixer ┐
PTZ camera ──┴→ Pearl Nano (embed + local record)
→ Resi Mini encoder → Resi Cloud → Town website

RESI reference architecture (Phase 1 uses one camera; video switcher not required until presentation tools are added):

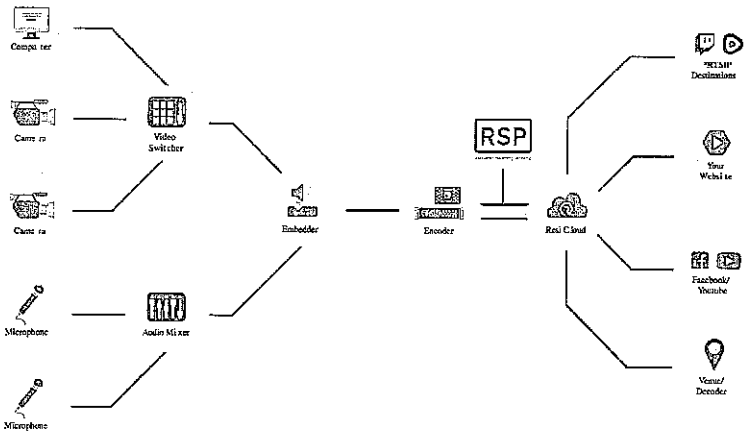


Figure: RESI signal flow (reference). Town Phase 1: Embedder = Pearl Nano; Encoder = Resi Mini; primary destination = Town website.

Website is the priority destination. Other destinations on the diagram are available on the RESI plan but are not Phase 1 priorities.

5. Network capacity (speed test 8/3/2026)

Measured at approximately 2:30 p.m. on a weekday (August 3, 2026):

- Download: 220–294 Mbps
- Upload: 23.9–26.5 Mbps

RESI generally recommends dedicated upload on the order of about 2.5× the total stream bitrate. The measured upload range is expected to support 1080p streaming, subject to confirmation with RESI that the test reflects the path the encoder will use. Re-test at the rack location after equipment placement is preferred.

6. What the public sees

Phase 1 goal: reliable live stream and on-demand archive on the Town website. Viewers should be able to open the site, watch live or later, and find meetings by title, date, and tags in the archive library.

To be confirmed via the RESI demonstration (August 4, 2026):

- Viewer experience (player, archive layout, search)
- Access to data and recordings for FOIL (Freedom of Information Law) responses — how content is stored, retrieved, and provided when the Town must respond to a FOIL request

This section will be updated after the demonstration.

7. Day-of operation

Who will operate the system has not been assigned. Design goal is minimal day-of involvement: with scheduling in Resi Studio, the stream can start and stop on a calendar. Typical steps: power on, confirm camera and microphones, run the meeting. The automatic mixer is intended to keep speech clear without continuous level adjustment. After the meeting, the

recording is available in the archive without a manual upload. Kingdom provides basic operator training (up to 2 hours) and startup documentation. Final operational responsibility will be determined by the Town.

8. FOIL and records retention

Under New York's Freedom of Information Law (Public Officers Law Article 6), a "record" includes information kept, held, filed, produced, or reproduced by, with, or for an agency in any form — including electronic and video. Meeting video the Town creates or causes to be stored is generally an agency record. The Town must be able to locate and produce it in response to a FOIL request (subject to statutory exemptions). FOIL requires production of existing records; it does not require the Town to create keyword search, transcripts, or custom clips. If the only responsive record is the full meeting video, producing that file is typically sufficient.

Retention (minimums — confirm with Town counsel and records officer):

Situation	Minimum keep	Source
Ordinary in-person meeting video the Town chooses to record	LGS-1 item 51a: generally 4 months after minutes are created; appraise for historical value before disposition	NYS Archives LGS-1
Meeting using member videoconferencing under POL § 103-a	Post/link on website within 5 business days; remain available at least 5 years; transcribe upon request	Public Officers Law § 103-a
Minutes (always required)	Available to public within 2 weeks of meeting (1 week for executive-session minutes)	Public Officers Law § 106

Vendor cloud storage should not be shorter than Town policy/LGS-1 requires. The Town should retain the ability to download or export meeting files it controls for FOIL and retention. This section is for project planning only and is not legal advice.

9. Scope highlights (Kingdom SOW)

Included: install, rack, programming, mic balancing, camera framing, encoder config, testing, commissioning, up to 2 hours operator training, startup docs, remote support for installed system through Dec 31, 2026.

Not included: electrical; network beyond listed gear; construction/carpentry; painting; furniture mods; unrelated IT; third-party software licenses; internet service; streaming platform subscriptions; preventative maintenance after Dec 31, 2026; damage after completion.

Customer provides: facility access, working internet, dedicated power, network access if needed, one authorized project contact, safe conditions.

10. Open items

1. Physical site plan — equipment placement and access points to be finalized before final cabinet configuration.
2. Confirm with RESI that measured upload (23.9–26.5 Mbps on 8/3/2026) is adequate on the encoder's actual network path; re-test at rack if needed.
3. RESI demo 8/4/2026 — refine "what the public sees," website embed, archive/search, subtitles if desired; FOIL-related access to data and recordings.
4. Phase 2 (2027) audio reinforcement — room size, speaker locations, and quote after site walk; Board approval and budget review required.
5. PTZ mount approach for drop ceiling / acoustic tile.
6. Written confirm: Kingdom first call for installed system; escalate to RESI for platform/SaaS.
7. Operational role assignment (not yet determined).
8. Shipping/tax and any change orders after site conditions are confirmed.
9. Commercial terms — see Kingdom proposal and RESI Order Form (maintained outside this technical brief).

11. One-line summary

Phase 1: Kingdom installs a meeting-room system built for clear speech (microphones for everyone at the table, automatic mixing) and a single program feed; RESI delivers that feed reliably to the Town website for live and archived meetings—with Kingdom as first call for the installed system through at least year-end 2026. Phase 2 (2027, pending Board approval and budget review) adds audio reinforcement.

12. Revision history

- Rev 0.1 — Initial technical brief (system path, signal flow, operation).
- Rev 0.2 — Operator not assigned; microphones for everyone; clear audio priority; meeting-room wording.
- Rev 0.3 — Kingdom Option 1 and Scope of Work; Resi Mini encoder; Phase 1 / Phase 2; signal flow figure; site plan note; RESI demo 8/4/2026.
- Rev 0.4 — RESI plan components listed; Phase 2 timed to 2027; speed test 8/3/2026.
- Rev 0.5 — Section 3A bulleted; FOIL data-access to be confirmed via demo.
- Rev 0.6 — FOIL and records-retention section with retention chart; standalone revision note.
- Rev 0.7 — Pricing removed from technical brief (commercial terms in proposals/packet only); revision history as a list; Kingdom newest proposal confirmed 8/4/2026.

Sources: Kingdom Integrations newest System Proposal (confirmed 8/4/2026); Kingdom Scope of Work; RESI pricing correspondence (Josh Stephens, 7/28/2026); RESI signal flow reference diagram; Town speed test 8/3/2026; Public Officers Law Arts. 6–7; NYS Archives LGS-1. This brief is explanatory only and does not authorize expenditure. Not legal advice.

KINGDOM INTEGRATIONS

SYSTEM PROPOSAL

Date: 8/3/2026

PREPARED FOR
—

PROJECT
Town of veteran Conference room (Option 1)

PREPARED BY
Kingdom Integrations

MICROPHONES

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
Shure MX418D/C Desktop Goosneck microphone	SHURE	7	$395.00	$355.84	$2,490.88

WIRELESS

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
SHURE SBC203-US Battery Charger SLX	SHURE	1	$145.00	$132.25	$132.25
SHURE SB903 Battery	Shure	1	$52.00	$50.00	$50.00

CAMERA PARTS

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
PTZOptics Camera Ceiling Mount	PTZ optics	1	$75.00	$74.40	$74.40

CAMERAS

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
PTZOptics 12X Move SE (White)	PTZ optics	1	$1,199.00	$1,104.00	$1,104.00

RACK PARTS

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
SAMSON 12 spack rack stand	SAMSON	1	$299.00	$269.25	$269.25
On-Stage 2U Vented Rack Shelf	On-Stage	1	$65.95	$59.13	$59.13

CABLING

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
On-Stage Pro Ethercon 4 Channel snake (Male)	On-Stage	2	$79.95	$63.02	$126.04
On-Stage Pro Ethercon 4 Channel Snake (Female)	On-Stage	2	$79.95	$63.02	$126.04

POWER

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
FURMAN Classic Series 15A Power Conditioner	FURMAN	1	$309.95	$276.73	$276.73

LABOR

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
Design Programming and support	—	1	—	$2,000.00	$2,000.00
Travel	—	1	—	$800.00	$800.00
Parts and cabling	—	1	—	$600.00	$600.00
Installation	—	1	—	$1,100.00	$1,100.00

AUDIO

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
Shure SCM810 8 channel auto mixer	SHURE	1	$1,873.00	$1,691.19	$1,691.19
SHURE SLXD24PLUS/58-G57 HANDHELD SYSTEM SM58	SHURE	1	$789.00	$720.84	$720.84
Epiphan ESP1782 Pearl Nano with 512GB SSD	Epiphan	1	$2,249.00	$2,198.80	$2,198.80
Netgear GS308 Switch	—	1	—	$65.00	$65.00

OTHER

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
Dell OptiPlex 7050 Micro computer	DELL	1	—	$175.00	$175.00

ACCESSORIES

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
Sceptre 22 Inch Monitor	Sceptre	1	—	$77.00	$77.00

BROADCAST

ITEM	MANUFACTURER	QTY	LIST PRICE	YOUR PRICE	LINE TOTAL
Resi mini encoder (HDMI)	RESI	1	$799.00	$719.00	$719.00

Total List Value: $15,757.70

Total Investment: $14,855.55

You Save: $902.15 (6%)

TERMS & CONDITIONS

- Proposal pricing is valid for 30 days from the date issued.
- Pricing is based on the current project scope and estimated quantities. Final pricing may change based on design, availability, or customer-requested revisions.
- Shipping, freight, taxes, permits, lift rentals, and other project-related expenses are not included unless specifically noted.
- Equipment is subject to manufacturer availability. Equivalent products may be recommended if necessary.
- Installation labor, programming, commissioning, training, and travel are not included unless specifically listed in this proposal.
- Final equipment quantities and specifications will be confirmed during the design phase.
- Pricing is confidential and intended solely for the recipient.

APPROVED & ACCEPTED BY

SIGNATURE

DATE

PRINTED NAME

TITLE / ORGANIZATION

Thank you for considering Kingdom Integrations for your ministry's technology needs — we'd be honored to help bring this system to life.
Questions? Reach out anytime at aaron@kingdomintegrations.com.

Town of VETERAN

Winston Wolf <winston.wolf@townofveteranny.gov>

Resi Recap & Pricing

Josh Stephens <josh.stephens@resi.io> Tue, Jul 28, 2026 at 5:05 PM
To: winston.wolf@townofveteranny.gov
Cc: Aaron <Kingdomintegrations@gmail.com>

Hey Winston,

It was great connecting with you today. I decided to create an email thread for all of us on here.

I gave Aaron your number so you should be receiving a call from him.

Here is the pricing we discussed:

10 TB Base Plan
Resi Studio Control Software
RSP (Resilient Streaming Protocol) Technology
Adaptive Bitrate Web Streaming (up to 6 @ 1080p)
10TB Live Annual Data
RoD Starter
Facebook, YouTube, Web Embed, Stream URL's
Live & Simulated Live Event Automation
Analytics
QRClick
Dedicated Customer Success Manager
Phone/Email Support (Including Weekends)

$3,850/yr

I have also attached a one sheet overview to this email. Let me know if you have any questions or if you'd like to hop on a call later this week to calibrate.

--

Josh Stephens
Account Executive, Enterprise Resi

Resi
A PUSHPAY COMPANY

(580) 997-4435

josh.stephens@resi.io
Resi.io

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Gmail **Winston Wolf <winstonwolf1954@gmail.com>**

TOV SignalFlow TechOverview v1

Josh Stephens <josh.stephens@resi.io> Tue, Aug 18, 2026 at 9:57 AM
To: Winston Wolf <winston.wolf@townofveteranny.gov>
Cc: Aaron <kingdomintegrations@gmail.com>, Aaron Kraniak <aaron@kingdomintegrations.com>, Winston Wolf <winstonwolf1954@gmail.com>

Hey Winston,

The Studio AI plan is not included in the $3,850 bucket plan but can be added at any time. It will be an additional cost of $588. We can discuss more in the meeting.

Cheers,
Josh

[Quoted text hidden]
--

Josh Stephens
Account Executive, Enterprise Resi

Resi
A PUSHPAY COMPANY

(580) 997-4435

josh.stephens@resi.io
Resi.io

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Gmail

Winston Wolf <winstonwolf1954@gmail.com>

TOV SignalFlow TechOverview v1

Josh Stephens <josh.stephens@resi.io> Tue, Aug 18, 2026 at 10:51 AM
To: Aaron <kingdomintegrations@gmail.com>
Cc: Winston Wolf <winston.wolf@townofveteranny.gov>, Aaron Kraniak <aaron@kingdomintegrations.com>, Winston Wolf <winstonwolf1954@gmail.com>

Hey Winston,

I just spoke to Nathan and we will include it for free. I did not realize he communicated that to you so my apologies.

Cheers,
Josh

[Quoted text hidden]

Studio AI

Create faster. Share smarter. Reach further.

Start Trial

2 attachments

Resi-Government-1-Pager.pdf
539K

Resi-FAQ.pdf
228K

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: _____

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.

C. During the effective period of this Local Law, no transfer of ownership, change of operator, assignment of lease or license, or any other change in the identity of the person or entity responsible for the operation of any Mining Operation within the Town — whether permitted, conditionally permitted, or grandfathered as a lawful pre-existing nonconforming use — shall be approved, recognized, accepted for filing, or processed by any board, officer, employee, or agent of the Town. Any such transfer or change occurring without Town review and approval during the moratorium period shall not confer any right, entitlement, or recognition upon the transferee with respect to the continued operation of any Mining Operation within the Town.

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.

E. During the period of this moratorium the Town shall endeavor to review and amend the Town's Zoning Law to address the transfer of ownership or change of operator of any existing Mining Operation, whether permitted, conditionally permitted, or grandfathered, including the requirement for a new Conditional Use Permit upon any such transfer or change.

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.

For the avoidance of doubt, no transfer of ownership or change of operator of a lawful pre-existing nonconforming Mining Operation shall be deemed grandfathered or otherwise exempt from the provisions of this Local Law. Any such transfer or change shall be subject to the full scope of controls set forth in Section 3 hereof.

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

REDLINE COMPARISON

~~BESS Moratorium (Local Law #4 of 2024)~~ → Mining Moratorium Draft v1.3 (Proposed 2026)

Including Addendum v1.0 — Ownership and Operator Transfers

Prepared for Town Board — September 10, 2026 Meeting

KEY: ~~Strikethrough red~~ = BESS text removed Underlined blue = Mining text added Underlined green = Addendum v1.0 addition Black = unchanged

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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.

C. During the effective period of this Local Law, no transfer of ownership, change of operator, assignment of lease or license, or any other change in the identity of the person or entity responsible for the operation of any Mining Operation within the Town — whether permitted, conditionally permitted, or grandfathered as a lawful pre-existing nonconforming use — shall be approved, recognized, accepted for filing, or processed by any board, officer, employee, or agent of the Town. Any such transfer or change occurring without Town review and approval during the moratorium period shall not confer any right, entitlement, or recognition upon the transferee with respect to the continued operation of any Mining Operation within the Town.

[Addendum v1.0 — Proposed new subsection C. Submitted for Counsel review.]

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.

E. During the period of this moratorium the Town shall endeavor to review and amend the Town's Zoning Law to address the transfer of ownership or change of operator of any existing Mining Operation, whether permitted, conditionally permitted, or grandfathered, including the requirement for a new Conditional Use Permit upon any such transfer or change.

[Addendum v1.0 — Proposed new subsection E. Submitted for Counsel review.]

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.

For the avoidance of doubt, no transfer of ownership or change of operator of a lawful pre-existing nonconforming Mining Operation shall be deemed grandfathered or otherwise exempt from the provisions of this Local Law. Any such transfer or change shall be subject to the full scope of controls set forth in Section 3 hereof.

[Addendum v1.0 — Proposed additional paragraph to Section 8. Submitted for Counsel review.]

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

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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[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

TOWN OF VETERAN
RESOLUTION NO. __ OF THE YEAR 2026

PROPOSED LOCAL LAW TO REGULATE PROPERTY MAINTENANCE
IN THE TOWN OF VETERAN, NEW YORK

The Town Board of the Town of Veteran, New York (the "**Town Board**"), duly convened in regular session on September 10, 2026 at the Town of Veteran Clerk's Office at 4049 Watkins Road, Millport, New York 14864 does hereby resolve as follows:

WHEREAS, pursuant to Municipal Home Rule Law §20(4), Councilman _____ introduced for consideration Local Law No. ___ of 2026 entitled "A Local Law to Regulate Property Maintenance in the Town of Veteran, New York" (the "**Proposed Local Law**"); and

WHEREAS, the purpose of the Proposed Local Law is to promote and maintain a sanitary, safe, and hazard-free environment for the residents of the Town of Veteran, which is essential to their health, welfare, and safety, as well as the protection of their property rights. Such enforcement is deemed vital to the continued economic development and overall well-being of the community. Recognizing these needs, the Town Board hereby establishes effective and well-regulated procedures for the maintenance of all properties within the Town of Veteran; and

WHEREAS, the Town Board desires to comply with the requirements of the State Environmental Quality Review Act (hereinafter, "**SEQRA**") and its implementing regulations set forth at 6 NYCRR Part 617 with respect to adopting the Proposed Local Law; and

WHEREAS, the Town Board desires to comply with the requirements of the New York Town Law and the New York Public Officers Law and shall schedule a public hearing to allow the public to comment on the Proposed Local Law.

NOW THEREFORE, BE IT RESOLVED the Town Board declares the Proposed Local Law to be a Type II action pursuant to SEQRA, and determines that no further action is needed under SEQRA; and

BE IT FURTHER RESOLVED, the Town Board will hold a public hearing on _____ ___, 2026 at ___ p.m. to hear all persons interested in the Proposed Local Law and to consider the adoption of the Proposed Local Law; and

BE IT FURTHER RESOLVED, the Town Clerk shall cause notice of such public hearing to be published in the official newspaper of the Town of Veteran in accordance with all legal notice requirements.

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: September 10, 2026

_____
Jenny Reese, Town Clerk

Property Maintenance

Sec. 1 **Purpose and Legislative Intent.**

This local law (this "Local Law") is adopted pursuant to § 10 of the Municipal Home Rule Law to provide for the administration and enforcement of the New York State Property Maintenance Code in the Town of Veteran. Except as otherwise provided by the New York State Property Maintenance Code, other applicable state law, or this Local Law, all buildings, structures, lots, and premises, regardless of use or occupancy, shall be subject to the provisions of the New York State Property Maintenance Code, as amended from time to time, which is hereby incorporated by reference.

This Local Law is further enacted in recognition that the outdoor storage of garbage, litter, or rubbish; the growth of weeds and noxious plants; the harborage or infestation of insects, vermin, or rodents; and the outdoor storage of abandoned motor vehicles, junk cars, appliances, and similar items on private property may constitute both public and private nuisances affecting the public interest within the Town of Veteran. Such conditions are hereby declared to be nuisances and unsightly sources of vexation to neighboring property owners, occupants, and the general public. These items may also pose significant hazards, particularly as attractive nuisances to children, often containing broken glass, sharp metal edges, combustible fuel residues, and harmful battery acids. Their presence diminishes neighboring properties and the Town as a whole. Accordingly, the preservation of peace and good order, the safeguarding of health, safety, and general welfare, and the protection of private property compel the Town Board to legislate on this subject.

The purpose of this Local Law is to promote and maintain a sanitary, safe, and hazard-free environment for the residents of the Town of Veteran, which is essential to their health, welfare, and safety, as well as the protection of their property rights. Such enforcement is deemed vital to the continued economic development and overall well-being of the community. Recognizing these needs, the Town Board hereby establishes effective and well-regulated procedures for the maintenance of all properties within the Town of Veteran. Nothing in this Local Law is intended to supplant or replace the provisions of the current or future Town of Veteran Zoning Ordinance(s), the New York State Property Maintenance Code, or the New York State Fire Safety and Building Code.

Sec. 2 **Definitions.**

For purposes of this Local Law the following words shall have the following definitions, other words shall have the definitions provided for in the NYS Property Maintenance Code:

ABANDONED MOTOR VEHICLE - Any vehicle in whatever condition which has not been registered and/or licensed in the State of New York or issued a valid New York State vehicle inspection sticker by a motor vehicle inspection station licensed by the State of New York, no more than 365 days preceding, and counting from, the date of detection by the enforcement officer; and Junk Cars (as hereinafter defined).

APPLIANCE - Any stove, range, washing machine, dryer, freezer, refrigerator, food or drink cooler, hot water heater, air conditioner, water softener, television, radio, antenna or other household or commercial device or equipment abandoned, junked, discarded, wholly or

partially dismantled, no longer intended or in condition for ordinary use for the purpose for which it was designated originally.

BRUSH - Uncultivated woody shrubs and immature trees.

GARBAGE - The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food, or the discard of other customary household items.

GRASS - Herbaceous ornamental plants intended to be periodically cut close to the ground for the establishment of a lawn or ground covering. Grass may also be used for ground covering for the establishment of drainage swales, flood routes or water detention or retention basins.

JUNK CAR - Any motor vehicle in such condition or state of repair which renders the vehicle incapable of being lawfully driven or operated upon the public highway in its condition, immediately without repairs; any motor vehicle which has been abandoned, junked, discarded or dismantled, wholly or partially. The absence of a current inspection sticker shall be prima facie evidence that said vehicle is incapable of being lawfully operated on a public highway. An antique or classic motor vehicle shall be exempt from said definition if the owner can establish that he is engaged in a program of rehabilitation of said vehicle.

LITTER - Garbage, Refuse, Rubbish, each as herein defined, and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety, and welfare.

MOTOR VEHICLE - Any automobile, bus, tractor, truck, trailer, mobile home or any other contraption propelled or drawn by power other than human muscular power.

OCCUPANT - Any individual living or sleeping in a building or having possession of a space within a building.

OPERATOR - Any person who has charge, care or control of a structure or premises which is offered for occupancy pursuant to a written or unwritten lease agreement or pursuant to a recorded or unrecorded agreement of contract for sale of land.

OUTDOOR STORAGE - The placing, maintaining or keeping in a place other than a structure having a roof and fully enclosed permanent sides in a state of good repair, and capable of being secured.

OWNER - The person having legal title to property; the person shown as the owner of real property on the current assessment rolls of the Town.

PERSON - Any natural person; any association, partnership, firm or corporation, trust, estate, foundation or fund, charitable or otherwise; any municipality or municipal corporation; or any other unit or entity owning real property or abandoned Motor Vehicle, Junk Car or Appliance in the Town.

PREMISES or LOT - A tract of land with or without a building on it.

REFUSE or RUBBISH - Plastics, combustible trash, including but not limited to paper, cartons, boxes, barrels, wood, excelsior, tree limbs and branches, yard trimmings, wood furniture and bedding. Also included is noncombustible trash, including but not limited to tires, metals, cans, plastics, metal furniture, small quantities of rock, brick and concrete, glass, metal

fixtures, bottles and street rubbish, street sweepings, dirt, leaves, catch-basin dirt and contents of litter receptacles, ashes, dead animals, junked vehicles, solid market and industrial wastes, cardboard, leaves, crockery and similar materials.

RUBBISH - Combustible and noncombustible waste materials, including but not limited to the residue from the burning of wood, coal or other combustible materials, paper, brush, rags, cartons, boxes, lumber, rubber, plastics, leather, tin cans, metals, glass, crockery, discarded appliances or vehicle tires and garbage.

TOWN - The Town of Veteran.

WASTE MATERIAL - Includes, but is not limited to, waste produced by industrial or manufacturing processes, including food processing waste, boiling house cinders, lumber scraps and shavings, tires and oils and large amounts of wood, concrete, rocks, brick, sand and other wastes from building operations.

WEEDS - Wild, useless, poisonous or noxious and generally undesirable plants growing at random in inappropriate locations.

YARD - The area on all sides of every structure on a Premises; for each such structure, said area shall be equal to the setbacks of the zoning district as measured from the sides of each Structure.

Sec. 3 **Property maintenance.**

The Owner, Operator, tenant, lessee, agent, or Occupant of the Premises shall maintain the Premises as follows:

A. All yards on a Premises shall be trimmed, mowed and maintained free of Weeds and noxious plant growth in excess of 10 inches, other than trees, shrubs and cultivated flowers and gardens, and with all dead, damaged or diseased trees or shrubs, or portions thereof, removed or replaced.

B. The Premises shall be maintained free of Garbage, Rubbish, insects, vermin and rodent harborage and infestation. All Rubbish and Garbage must be stored in a clean and sanitary manner by placing such in leakproof containers provided with close-fitting covers until removed from the Premises for disposal.

C. The Premises shall be maintained in compliance with the NYS Property Maintenance Code, which is incorporated herein by reference as amended from time to time, and this Local Law.

D. The Premises shall be maintained not to allow the storing, depositing, placing, maintaining or causing or permitting to be stored, deposited, placed or maintained in outdoor storage any abandoned Motor Vehicle, Junk Car, discarded, wholly or partially dismantled or unlicensed motor vehicle, appliance, motorized equipment, Rubbish, or debris, upon any public or private property within the Town.

E. The Premises shall be maintained such that surface or subsurface water shall be properly drained to protect buildings and structures and to prevent the accumulation of stagnant water.

F. The Premise shall be maintained such that all unoccupied buildings, structures and Premises shall be maintained in a clean, safe, secure and sanitary condition so as not to cause a blighting problem or adversely affect public health or safety.

The Premise shall be maintained free of litter; provided, however, that this section shall not prohibit the storage of litter for a reasonable period of time in authorized private receptacles for collections. The Premise shall not allow for any person to throw, spill, place, deposit, leave or cause to be thrown, spilled, placed, deposited or left, or permit any agent, servant or employee to throw, spill, place, deposit or leave, in or upon any street, highway, alley, sidewalk, park or public building or in any running water or body of water any Garbage, Refuse, Rubbish, waste material or litter or filth, including but not limited to sewage, excrement, slops, dead carcasses, compost, ashes, soot or any material subject to be carried by the wind or unwholesome or putrescible matter of any kind.

Sec. 4 **Code Enforcement Officer.**

The Code Enforcement Officer of the Town of Veteran shall administer and enforce all the provisions of the New York State Property Maintenance Code and this Local Law. The Code Enforcement Officer shall have the following powers and duties:

A. To review and investigate complaints;

B. To conduct inspections incidental to the investigation of complaints and to conduct inspections incidental to the Code Enforcement Officer's own witnessing of violations of the New York State Property Maintenance Code or of this Local Law;

C. To maintain records;

D. To pursue administrative enforcement actions and proceedings;

E. In consultation with the Town's attorney, to pursue such legal actions and proceedings as may be necessary to enforce the New York State Property Maintenance Code and this local law; and

F. To issue an appearance ticket to any person whom the Town of Veteran Code Enforcement Officer has reason to believe has violated this Local Law, causing such person to appear before the Town Justice.

Sec. 5 **Complaints; inspection; notice to Owner.**

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the New York State Property Maintenance Code or with this Local Law. The process for responding to a complaint or upon the Code Enforcement Officer witnessing a violation of the New York State Property Maintenance Code or of this Local Law shall include such of the following steps:

A. Performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;

B. If a violation is found to exist, providing the Owner or operator of the affected Premises and any other Person who may be responsible for the violation with notice of the violation

and opportunity to abate, correct or cure the violation. The Town of Veteran Code Enforcement Officer shall personally serve such notice(s) within the Town of Veteran or shall post a copy of the violation on the Premises if an Owner, operator or responsible person cannot be found to personally serve. If the Owner or operator of said premises is a nonresident of the Town of Veteran or if the Code Enforcement Officer was unable to personally serve the Owner or operator, a notice to cure the violation shall also be mailed to such Owner or operator by registered mail, addressed to the Owner or operator's last known address.

C. If a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

Sec. 6 **Emergency Situations.**

A. Where the violation or condition existing on said property is of such a nature as to constitute an immediate threat to the public health, safety and general welfare unless abated without delay, the Town may either cause the violation to be abated or order the Owner to correct the violation within a period of time not to exceed three days. Upon failure by the Owner to do so, the violation or condition may be abated pursuant to and subject to the provisions of this chapter.

Sec. 7 **Performance of mowing work by Town; assessment of costs.**

A. If the Person upon whom is served a notice to abate, correct or cure a violation of the New York State Property Maintenance Code regarding the keeping of Premises and immediate exterior Premises maintained free from Weeds or plant growth in excess of the height set forth in the New York State Property Maintenance Code or this Local Law fails, neglects or refuses to abate, correct or cure such violation within the timeframe specified in the notice, the Town of Veteran Code Enforcement Officer shall cause such Weeds, grass and other vegetation on such lot or land to be cut and removed, and the actual cost of such cutting and removal plus a service charge of 50% thereof or $100.00, whichever is greater, to cover the cost of supervision, inspection, administration and other additional costs in connection therewith, shall be certified by the Town of Veteran Code Enforcement Officer to the Town Supervisor and such certified amount shall thereupon be charged and assessed against the Owner, operator, tenant or occupant of the premises that was the subject of the violation. The expense, so assessed, shall constitute a lien and charge on the real Premises on which it is levied until paid or otherwise satisfied or discharged and shall be collected and enforced in the same manner and at the same time as other Town taxes and charges.

B. The Owner and/or responsible Person of any lot, land or Premises found in violation of the New York State Property Maintenance Code regarding the keeping of Premises and immediate exterior Premises maintained free from Weeds or plant growth in excess of the height set forth in the New York State Property Maintenance Code or this local law shall be notified in writing only once in any given calendar year for such violation. Subsequent violations of a similar nature at the same location during the same season shall be corrected by the Town or its agent without notice to the Owner or operator of said Premises. After initial notification, such Owner, operator, occupant or Person having control of said

Premises will be presumed to have been given sufficient notice of infraction for the entire season. The costs incurred by the Town in curing any subsequent violations shall be collected in the same manner as set forth in Subsection A of this section.

C. The performance of any work by the Town of Veteran or its designee or agent pursuant to this section shall not operate to excuse such Owner or responsible Person from properly maintaining such Premises as required by this Local Law, and such Owner, operator, tenant or occupant shall, notwithstanding, be subject to the penalties set forth in this Local Law.

Sec. 8 **Performance of other than mowing work by Town; assessment of costs.**

A. Upon the failure of an Owner or responsible person who was served with notice of a violation to abate, correct or cure a violation of the New York State Property Maintenance Code, other than violations discussed in Sec. 7 of this Local Law, or of this Local Law, the Town Board of the Town of Veteran may hold a public hearing to determine whether the violation constitutes a violation of this Local Law, including but not limited to, a public nuisance requiring abatement by the Town. The public hearing shall be held upon notice posted conspicuously on the subject Premises. The notice shall also be sent to the last-known address of the Premises Owner, as it appears on the current assessment records of the municipality, by certified mail, return receipt requested, or served on the Owner by personal service. Posting and service of such notice shall not be less than fifteen calendar days, exclusive of the date of service, prior to the date of the public hearing. The notice shall:

(1) Identify the Premises as the same appears on the current assessment roll;

(2) Contain a statement of the conditions on the Premises deemed upon inspection to constitute a violation of this Local Law, including, but not limited to, a public nuisance;

(3) Contain a demand that the condition or conditions constituting the violation of this Local Law, including, but not limited to, a public nuisance be immediately abated or removed before the date of the hearing specified in the notice;

(4) Contain a statement that failure or refusal to comply within the period specified may result in a duly authorized officer, agent or employee of the Town entering upon the Premises and abating or removing the violation of this Local Law, including, but not limited to, a public nuisance; and

(5) Contain a statement that the cost and expense of such abatement or removal shall be the responsibility of the Owner, operator, tenant or occupant, and, without limitation on the Town's potential remedies to recoup its expenses, such cost and expense shall be assessed against the described Premises on the next Town tax bill and shall constitute a lien thereon to be collected in the same manner and at the same time as other Town charges.

B. Where the Town Board finds, based on substantial evidence in the public hearing record, that the violation or violations amount to a violation of this Local Law, including, but not limited to, a public nuisance requiring abatement by the Town, the Town Board may cause the abatement or removal of the violation of this Local Law, including, but not

limited to, a public nuisance. The abatement or removal may be performed by the Town or by its designee or agent, including a private contractor lawfully engaged and authorized by the Town Board. The Town Board shall ascertain the cost of removal and assess such expense against the record owner of the Premises. The expense so assessed shall constitute a lien and charge on the real Premises on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as other Town charges. The foregoing shall not be construed as a limitation on the Town's potential remedies to recover its costs.

C. The performance of any work by the Town or its designee or agent pursuant to this section shall not operate to excuse such Owner or responsible Person from properly maintaining such Premises as required by this Local Law, and such Owner, operator, tenant or Occupant shall, notwithstanding, be subject to the penalties set forth in this Local Law.

Sec. 9 **Penalties for offenses.**

Any Person found guilty of violating any provision of this Local Law, and the Owner of any Premises on which a violation is committed, shall be subject to penalties as provided in Town of Veteran Local Law No. 5 of 2007, as amended from time to time or replaced.

Sec. 10 **Civil relief.**

The Town may institute and maintain an action or proceeding in a court of competent jurisdiction to compel compliance with or to restrain by injunction any violation of any provision of the New York State Property Maintenance Code or of this Local Law.

Sec. 11 **Remedies not exclusive.**

No remedy or penalty specified in this Local Law shall be the exclusive remedy or penalty available to address any violation described in this Local Law, and each remedy or penalty specified in this Local Law shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this Local Law, in the Code of the Town, in the New York State Property Maintenance Code, or in any other applicable law. Any remedy or penalty specified in this Local Law may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this Local Law, in the Code of the Town, in the New York State Property Maintenance Code, or in any other applicable law.

Sec. 12 **Effect of state law.**

The provisions of this Local Law shall be subject to and subordinate to the provisions of the New York State Agriculture and Markets Law.

Sec. 13 **Severability.**

If any clause, sentence, paragraph, or section of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof; but shall be confined in its operation to the clause, sentence, paragraph, section or article thereof directly involved in the controversy in which such judgment shall have been rendered.

Sec. 14 **Repealer.**

All ordinances, local laws and parts thereof inconsistent with this Local Law are hereby repealed.

Sec. 15 **SEQRA Determination.**

It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NY ECL, Section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, that the adoption of the local law is a Type 'II' Action within the meaning of Section 617.5 (c)(1), (26) and (33) of 6 NYCRR, and accordingly, is of a class of actions which do not have a significant effect on the environment, no further review is required.

Sec. 16 **Effective date.**

This Local Law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.