

**Town Board Meeting Agenda  
April 10, 2025 7:00 pm**

**Pledge of Allegiance**

**Roll Call**

**PUBLIC HEARING – Battery Energy Storage System Local Law**

**Audit of the Bills**

**Minutes: 13-MAR-2025, 20-MAR-2025 and 31-MAR-2025**

**Petitions and Communications**

**Planning Board Report**

**Zoning Board of Appeals Report**

**Code Enforcement Officer Report<sup>1</sup>**

**Green Committee Report**

**Comprehensive Plan Committee Report**

**Supervisor Report<sup>1</sup>**

**Clerk Report<sup>1</sup>**

**Highway Superintendent Report<sup>1</sup>**

**Public Comment**

**Resolutions**

1. Motions to table Public Comments to New Business
2. Resolution to enter into a Shared Services Agreement with NYSDOT
3. Resolution Setting a Public Hearing on a Franchise Agreement with Spectrum

**OLD BUSINESS:**

1. Battery Energy Storage Systems Local Law
  - a. Chemung County Planning Board Action Plan
  - b. SEQR Performance
    - i. Negative Declaration Resolution
  - c. Resolution to Adopt the Local Law
2. Town of Veteran and Village of Millport Intermunicipal Highway Agreement Discussion
3. Review the Revised Local Law Limiting the Gross Weight of Motor Vehicles on Certain Town Highways and Roads
4. Mitstifer Mine Discussion
5. Continued Discussion and Revision of the Draft Solar Law

**NEW BUSINESS:**

1. None.

**Adjourn**

<sup>1</sup>The Town Board may act to accept these reports by simple resolution.

**Town of Veteran Regular Meeting  
March 13, 2025 7:00 PM**

**Pledge of Allegiance**

**Roll Call:**

D. Lewis, Supervisor  
F. Henke, Councilman  
M. DeMichele, Councilman  
W. Winkky, Councilman  
W. Wolf, Councilman

**Others Present:**

B. Gruver, Resident  
C. Champlin, Resident  
F. Jago, Resident  
J. May, Chief of Millport Fire Department  
C. Jones, Resident  
D. Jones, PB Member  
D. Patterson  
R. Patterson  
J. McGlenn  
M. Buren  
J. Buren  
K. Bellinger, Resident  
M. Landmesser, Resident  
J. Emanuel, Resident  
C. Edwards, PB Member  
C. Rhodes, Highway Superintendent  
V. Azzarelli, ZBA Chair  
L. Morse, Chemung County Legislator  
M. Damon, Mayor Village of Millport

**PUBLIC HEARING-Battery Energy Storage System Local Law:**

Lewis declared the public hearing open at 7:04 PM.

➤ **John May- Fire Chief of Millport Fire Department**

- Against Battery Energy Storage System over 60 kWh
- Dangers of a battery energy system fire relating to amounts of water needed to suppress the fire, wind direction contamination leading to possible evacuations, off gas hazards and contamination of water sources.

➤ **Bill Gruver-Millport Fireman- 4896 Hillview Rd.**

- Against Battery Energy Storage System for potential dangerous fires.

➤ **MaryLou Landmesser-74 Jennings Rd.**

- Agrees with everything the Fire Chief said.

➤ **Kenneth Bellinger-Millport Fireman-5562 Maiden Lane**

- Seconds Fire Chief May
- Relayed the high amount of water per kWh needed to suppress a Battery Energy Storage System fire, eaves ground contaminates, contaminates well systems and the village water supply which uses an aquifer.

➤ **Vincent Azzarelli-11 Clubhouse Dr.**

- Agrees with the Fire Chief
- Water used for the fire becomes contaminated and there is no way to contain the now toxic water

With all persons desiring to be heard at this time, **Supervisor Lewis places public hearing in recess until the April 10, 2025 Town Board Meeting.**

**Audit of 2024 Court Records (continued):**

Motioned by Lewis, seconded by Winkky to open the Continuation of the Audit of 2024 Court Records.

**Audit of the Bills:**

Motioned by Henke, seconded by Winkky to authorize payments of the bills with the totals that follow:

A Fund: \$14,852.84

B Fund: \$416.27

DA Fund: \$217,292.98

DB Fund: \$11,926.77

AYES: DeMichele, Henke, Winkky, Wolf, Lewis

NAYES: None

Motion Carries

**Minutes:**

Motioned by Lewis, seconded by Winkky to accept the Minutes of February 13, February 25, and February 27, 2025.

AYES: Henke, Winkky, Wolf, DeMichele, Lewis

NAYES: None

Motion Carries

**Petitions and Communications:**

Motioned by Lewis, seconded by Winkky to open the presentation of Petitions and Communications.

- Dog Control Report-February 2025
- Sheriff's Report-February 2025
- Office of Real Property-new assessments coming out-town received overview of consolidated data
- Historians request maps to be rehung in the community room
- Odessa Fire District-request postponement of meeting until after election of new Odessa Board and Mayor in place, looking at April 7, 2025
- Fire Academy requests use of Community Room in May and October 2025 for Mock Trials
- MS4 annual report and link for public comments is out and linked on the News and Notices
- NYSEG municipal community manager would like a zoom meeting with the town to share infrastructure improvements and upgrades over the next year

**Zoning Board of Appeals:**

Motioned by Lewis, seconded by Winkky to open the report from the Zoning Board of Appeals.

- Meeting held March 12, 2025

- Request notice of open position to be placed on News & Notices
  - Send resume and letter of intent for review
- Was a concern re: last meeting being 4+ years ago & in review some PB business should have gone to ZBA, several issues coming up the ZBA will be taking on
- Consensus that code and zoning need to be looked at
- Veteran is zoned residential and agriculture, everything else needs to go through the zoning board
- Recommendation that the Board and Comprehensive Committee consider looking at an area in the town to be zoned commercial to bring new business in
- Anticipate consistent meetings moving forward, open to any questions and concerns

#### **Code Enforcement Officer Report:**

Motioned by Lewis, seconded by Winkky to open the presentation and discussion of the Code Enforcement Officer Report.

- Monthly Report: February 2025 submitted

AYES: Winkky, Wolf, DeMichele, Henke, Lewis

NAYES: None

Motion Carries

#### **Comprehensive Plan Committee Report:**

Motioned by Lewis, seconded by Winkky for the presentation and discussion of the Comprehensive Plan Committee Report.

- Monthly meeting March 10, 2025
- Meeting with County Comprehensive Plan Board March 14, 2025
- Questions prepared for the survey using Survey Monkey online and postcards

#### **Supervisor Report:**

Motioned by Lewis, seconded by Winkky to open and accept the Supervisor Report.

- Annual Finance Report is due in March
- January and February Supervisor Report will be in April's meeting
- Legal notice of AFR will be published March 16, 2025 in the Star-Gazette
- Clerk has a copy of the AFR for review
- Deputy Supervisor went to the Chemung County water quality meeting
  - Discussed start of testing streams and runoff areas, hope to consolidate the information and make it available to the public once organized
  - Reviewing dams and flood recovery
  - Wetland permit-vernal ponds protection from lumber cutting
    - inspect catch basins and clean the basins and ponds out
- Chemung County Stormwater Coalition meeting
  - Finished Hazard Mitigation Plan
  - Friends of the Chemung River looking to build fish and kayak passage at the dam on the Chemung River for fishing and kayaking without portering

AYES: Wolf, Winkky, DeMichele, Henke, Lewis

NAYES: None  
Motion Carries

**Clerk Report:**

Motioned by Lewis, seconded by Henke to present and accept the Clerk Report.

- Monthly Report for February
- To date Tax Collection total

AYES: Henke, Winkky, Wolf, DeMichele, Lewis

NAYES: None  
Motion Carries

**Highway Superintendent Report:**

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

- Monthly Report for February
- Begin sweeping roads April 1, 2025
- K. Baker is retiring after 29 years

AYES: Winkky, Wolf, Henke, DeMichele, Lewis

NAYES: None  
Motion Carries

**Public Comment:**

- L. Morse-303 Pine Valley Road
  - requests an update on the Kent property and it's disposal
- B. Gruver-4896 Hillview Road
  - State Burn Ban begins March 16, 2025 for ninety days
- D. Jones-137 West Sullivanville Road
  - Dissatisfied with Public Comments not being reflected in minutes of meetings
- C. Rhodes-359 Lower Middle Road
  - Organic compost projected to open April 15, 2025
- V. Azzarelli-11 Clubhouse Drive
  - Concerns over comments and decisions made at last Town Board meeting
  - What can be done to bring all business types into the town, not just solar

**Resolutions:**

**Resolution 55 of 2025 (3/13/2025)  
Relative to Audit of Justice Books**

Motioned by: Lewis  
Seconded by: Winkky

**WHEREAS**, Section 2019-a of the Uniform Justice Court Act requires that town justices annually provide their court records and dockets to their town boards, and that such records then be examined, and that fact be entered into the minutes of the Board's proceedings, and

**WHEREAS**, the Town Justice Court submitted its 2024 Cash Books, Bank Statements, Year End Report of closed cases and balanced check books to the Town board on February 13, 2025.

**NOW THEREFORE BE IT RESOLVED** that the Town Board of the Town of Veteran has duly examined, reviewed, and accepted the court records of Justice Lisa Hess for the fiscal year ending December 31, 2024, and that the fines collected therein have been turned over to the proper officials of the Town as required by law, and

**BE IT FINALLY RESOLVED** that the Town Clerk shall file a copy of this resolution with the NYS Unified Court System as soon as is practical.

AYES: Henke, DeMichele, Winkky, Wolf, Lewis

NAYES: None

Motion Carries

**Resolution 56 of 2025  
Relative to Multi-Municipal Youth Group Contract for 2025**

Motioned by: Lewis  
Seconded by: Winkky

**WHEREAS**, the Town of Veteran has long participated in the Multi-Municipal Youth Group, and

**WHEREAS**, residents of the Town of Veteran regularly participate in the program, and

**WHEREAS**, the Town of Veteran 2025 Budget included a \$550 appropriation for Youth Programs in A7310.400,

**NOW THEREFORE BE IT RESOLVED**, that Supervisor David Lewis be and hereby is authorized, with assistance from the Town Attorney, to execute the agreement with the Village of Odessa providing for a Youth Group for the calendar year 2025 at a cost to the Town of Veteran not to exceed \$550.

AYES: Winkky, Wolf, DeMichele, Henke, Lewis

NAYES: None

Motion Carries

**Old Business:**

- Motioned by Lewis, seconded by Winkky to open the discussion on the Development of the Resolution for Adoption of the Battery Energy Storage Systems Local Law.

- W. Wolf introduced a Resolution for Adoption of the Local Law\_\_of 2025, entitled **Town of Veteran Battery Energy Storage System (BESS) Law** to the Town Board for development
- An advanced Draft will be sent to the Town Attorney for review

Old Business #2 will be moved to the end of the agenda so the Board may get through other business on the agenda

3. Motioned by Lewis, seconded by Winkky to open the discussion on the Mitstifer Mine.
  - Current Town Attorney to obtain information from the past Town Attorney
  - Town Attorney to reach out to their Attorney

#### **New Business:**

1. Motioned by Lewis, seconded by Winkky to open the discussion on SEQR performance for the Battery Energy Storage Systems Local Law and related resolution.
  - Part 1 filed with County Planning Board
  - Recommended by Town Attorney to file the Full Environmental Assessment Form following feedback from the County Planning Board
  - The related Resolution was previewed
2. Motioned by Wolf, seconded by Winkky to open the discussion on the Introduction of a Revised Local Law Limiting the Gross Weight of Motor Vehicles on Certain Town Highways and Roads.
  - Trying to clarify facts of the law
  - Revisions discussed within the law
  - Updated redlined version will be made
3. Determination made that this agenda item is not necessary
4. Motioned by Lewis, seconded by Henke to open the discussion of a Future Town of Veteran and Village of Millport Intermunicipal Highway Agreement.

#### **Resolution 57 of 2025**

#### **RESOLUTION RELATING TO HIGHWAY AND STREET SERVICES WITHIN THE VILLAGE OF MILLPORT**

Motioned by: Lewis  
Seconded by: Henke

**WHEREAS**, the Town of Veteran has terminated the Intermunicipal Service Agreement for Highway Services with the Village of Millport, and

**WHEREAS**, the Town of Veteran has indicated a desire to develop a replacement agreement for the same, and

**WHEREAS**, the Town of Veteran has levied a Real Property Tax through a town-wide Highway Fund (DA), to include the assessed value within the Village of Millport, and

**WHEREAS**, the DA fund is appropriated for the activities covered under the previous Intermunicipal Agreement including materials and personnel services, and

**WHEREAS**, the DA fund is also used for the acquisition of Town Highway Department equipment, and

**WHEREAS**, the Town of Veteran has utilized a part-town Highway Fund (DB) for the repairs and improvement of the Town's highways outside of the Village of Millport, and

**WHEREAS**, the Village of Millport has similarly financed repairs and improvements at the expense of the Village and through its own CHIPS funds and revenue streams, and

**WHEREAS**, these improvement activities have been outside of the provisions of the Intermunicipal Agreement, and

**WHEREAS**, the Town Board of the Town of Veteran is uncertain of the appropriateness of the continued practices previously covered by the Intermunicipal Agreement,

**NOW THEREFORE BE IT RESOLVED**, that Town Supervisor, David Lewis, is hereby authorized and directed, with the assistance of the Town Attorney and other New York State Offices, to obtain a legal opinion covering the services, financing, taxation, and accounting of the Town's Highway Department as it relates to the Village of Millport streets and associated Intermunicipal Agreements.

AYES: DeMichele, Henke, Winkky, Wolf, Lewis

NAYES: None

Motion Carries

**Old Business (cont'd):**

Motioned by Lewis, seconded by Henke to Continue Discussion and Revision of the Draft Solar Law including Decommissioning Plan.

- Discussed Permitting Requirements for Tier 4 Solar Energy, Safety, Permit Timeframe and Abandonment, Enforcement and Severability sections.

**Adjourn:**

Motioned by Lewis, seconded by Winkky to adjourn at 9:25 PM.

AYES: DeMichele, Henke, Winkky, Wolf, Lewis

NAYES: None

Jenny Reese  
Town Clerk



**Special Meeting of the Town Board  
March 20, 2025 6:00 PM**

**Pledge of Allegiance**

**Roll Call:**

D. Lewis, Supervisor  
M. DeMichele, Councilman  
W. Wolf, Councilman  
F. Henke, Councilman-**ABSENT**  
W. Winkky, Councilman-**ABSENT**

**Others Present:**

V. Azzarelli, ZBA Chair

**Old Business:**

Motioned by Lewis, seconded by Wolf to continue the Discussion and Revision of the Draft Solar Law including Decommissioning Plan and Community Host Agreement Attachments.

- Focused on revisions of decommissioning plan payment options, timelines and guidelines on document prepared and introduced by W. Wolf

**Resolution 58 of 2025**

**Relative to Guidance from Town Attorney on the Draft Solar Law and a Community Host Agreement**

Motioned by: Lewis

Seconded by: DeMichele

**WHEREAS**, the Town Board is reviewing the Draft Solar Local Law and

**WHEREAS**, there is a Host Community Agreement within the Draft Solar Local Law that is to be reviewed and revised, and

**WHEREAS**, there is the need to clarify having a Host Community Agreement within the Solar Local Law or as a separate document,

**NOW, THEREFORE BE IT RESOLVED**, that Supervisor David Lewis is authorized and directed to consult the Town Attorney for guidance on this matter.

AYES: DeMichele, Wolf, Lewis

NAYES: None

Motion Carries

**Adjourn:**

Motioned by Lewis, seconded by DeMichele to adjourn at 7:35 PM.

All in favor

Jenny Reese  
Town Clerk

**Special Meeting of the Town Board of Town of Veteran  
March 31, 2025 6:30 PM**

**Pledge of Allegiance**

**Roll Call:**

D. Lewis, Supervisor  
W. Winkky, Councilman  
W. Wolf, Councilman  
F. Henke, Councilman  
M. DeMichele, Councilman

**Others Present:**

V. Azzarelli, ZBA Chair

**Old Business:**

Motioned by Lewis, seconded by Winkky to open the continued Discussion and Revision of the Draft Solar Law.

- Paperwork distributed to F. Henke and W. Winkky showing recap from March 20, 2025 meeting on Decommissioning section.
- Legal Team, B. Smith, recommended having the Host Community Agreement separate from the Solar Law, to negotiate a Host Community Agreement per each project.
- W. Wolf led the Board through a Host Community Agreement section by section comparison.

Motioned by Henke, seconded by Winkky to recognize V. Azzarelli for comment.

AYES: DeMichele, Henke, Lewis, Winkky, Wolf

NAYES: None

Motion Carries

- V. Azzarelli
  - re: Section 10.2-Local Workforce-Businesses go to Unions to fulfill the necessary workforce
  - PILOT information
  - Questions what the prospected Emergency Management Plan would be

**Resolution 59 of 2025**

**Relative to Submitting a Revised and Edited Host Community Agreement to the Town Board and Town Attorney for Feedback**

Motioned by: Lewis

Seconded by: Winkky

**WHEREAS**, the Town Board has received and edited the Draft Host Community Agreement from Councilman Wolf, and

**WHEREAS**, Councilman Wolf has the details of such edits, and

**WHEREAS**, the Town board of the Town of Veteran desires to incorporate the Host Community Agreement in its pending Solar Local Law,

**NOW THEREFORE BE IT RESOLVED**, Councilman Wolf is directed to prepare and submit a revised version according to the edits made in the March 31, 2025 meeting to the Town Board and to the Town Attorney no later than April 4, 2025

**AND BE IT FURTHER RESOLVED** the Town Board requests written feedback from the Town Attorney on the submitted document.

AYES: DeMichele, Henke, Winkky, Wolf, Lewis

NAYES: NONE

Motion Carries

**Resolution 60 of 2025  
Relative to Opting Out of Real Property Tax Law §487**

Motioned by: Lewis

Seconded by: Winkky

**WHEREAS**, the Town Board has incorporated opting out of Real Property Tax Law §487 in its draft of the Host Community Agreement

**NOW THEREFOR BE IT RESOLVED** that Town Supervisor David Lewis is hereby authorized and directed to have the Town Attorney draft an appropriate local law opting out of Real Property Tax Law §487.

AYES: Henke, Winkky, Wolf, DeMichele, Lewis

NAYES: None

Motion Carries

Motioned by Henke, seconded by Lewis to open discussion on the Battery Energy Storage System Local Law and the Chemung County Planning Board decision to table the law.

- Chemung County Planning Board has until April 8, 2025 to take action on the BESS submission

Motioned by Lewis, seconded by Henke to adjourn the meeting at 8:44 pm.

All in Favor

Jenny Reese  
Town Clerk



# SHERIFF OF CHEMUNG COUNTY

203 William Street

P.O. Box 588

Elmira, New York 14902-0588

Administrative Office: (607) 737-2987 Fax: (607) 737-2930



**WILLIAM A. SCHROM**

Sheriff

**DOUGLAS W. HOUPER**

Undersheriff

## VETERAN TOWN RESIDENTIAL STATISTICS

Date: March 2025	
Category	Number
Incident Reports	55
Uniform Traffic Tickets	2
Parking Tickets	0
Traffic Stops	10
Traffic Accidents handled	3
Code Enforcement Violations	0
Felony Arrests	0
Misdemeanor Arrests	0
DWI Arrests	0
Violation Arrests	1
Special Events	0

Submitted by: Simona Bermingham, CCSO Records Clerk

Civil Division  
(607) 737-2949

County Jail  
(607) 737-2934

Criminal Division  
(607) 737-2933

Pistol Permits  
(607) 737-2937

Police Services  
(607) 737-2950

Records Division  
(607) 737-2948

[illegible]

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

## Veteran Monthly Report - March 2025

**Calls**

Art. 7 / Local Law Calls Responded To			3	Calls to be Founded	1
Number Of Dogs Impounded			1	Call to be Unfounded	2
Number Of Dogs Calls			3	Comments	
Night Calls Responded / Received			0		
Tickets Issued: Art. 7	0	Local	0		
Notice to Comply/Counseling Given			1		
Number Of Court Appearances			0	Total Calls	3

## License Enforcement

Open (New monthly list received)	0	Year to date open (Older)	N/A
Postcards	0	Postcards	0
Door cards	0	Door cards	0
Phone calls	0	Phone calls	0
Moved / Gone	0	Moved / Gone	0
Deceased	0	Deceased	0
Closed (end of month)	N/A	Tickets (description below)	0

## Miles / Times - Unit 2 (Jeep)

Total call miles	54	Total call times	2hrs 10min
Total patrol miles	112	Total patrol times	3hrs 45mins
Combined miles	166	Combined times	5hrs 55mins

**Tickets Issued:**

[illegible]

Southern Tier Animal Control Inc. 320 Crane Road Elmira, NY 14901	Joel Pearson, DCO #1 <a href="mailto:southerntieranimalcontrol@gmail.com">southerntieranimalcontrol@gmail.com</a> Cell: 607-333-0563
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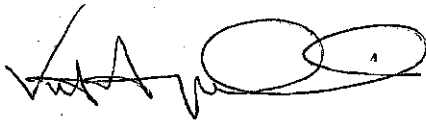
Southern Tier Animal Control Inc. 320 Crane Road Elmira, NY 14901	Joel Pearson, DCO #1 <a href="mailto:southerntieranimalcontrol@gmail.com">southerntieranimalcontrol@gmail.com</a> Cell: 607-333-0563
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TOWN OF VETERAN  
ZONING BOARD OF APPEALS (ZBA)  
4049 Watkins Road, Millport NY  
14864

From: Chairman, ZBA  
Subject: ZBA Activities  
TO: Town Supervisor

8 April 2025

1. We held a meeting in March to distribute information and discuss potential project that would be presented to the ZBA
2. We are reviewing the Zoning Code for potential updates and changes based on concerns the Board had shown for development of other Residential and Agricultural.

A handwritten signature in black ink, appearing to be "V. J. [unclear]", written over a horizontal line.

STATE OF NEW YORK

**TOWN OF VETERAN**  
Building Department  
Office of Code Enforcement  
PO Box 183  
4049 Watkins Rd  
Millport, NY 14864

COUNTY OF CHEMUNG

Tel 607.742-9645 — Fax 607.739.8371

Re: Code Enforcement Summary Report month March 13<sup>th</sup> 2025  
to April 10<sup>th</sup> 2025

Hon. David Lewis and Town Board

Note:

- Activities:
  - Complaints
    - Attended Code luncheon –
  - Plan review
  - Inspections/Site Visit
  - Fire Inspections
    -

Code Training Fire Academy	MONTH LY NUMBE RS	YTD NUMBE RS	COMMENTS
Certificate of Compliance/Occu pancy	2	2	
Complaints/Viola tions –	2		
Properties posted for unfit for living			



Open Cases Open Violation	6		
Inspections / Site Visits	13		
Permits	9	12	For the year 2024
Phone Calls	52		Phone calls are made and received.
Appearance tickets issued			
Fires in the Town	1	2	
Code training	1	2	AOT Feb16,- Feb 19, 2025 <b>RIT. March 17 - March 21 2025</b>
Stop work order issued	1		

**NOTE**

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

<b>ACRONYM</b>	<b>Definition/Meaning</b>
ADA	Assistant District Attorney
AI	Action Item
CEO	Code Enforcement Officer
CoC	Certificate of Compliance
CoO	Certificate of Occupancy
DA	District Attorney
DEC	Department of Environmental Conservation
DOS	Department of State
ECO	Environmental Conservation Officer
EFIS	Exterior Finish Insulation System (New Generation of Stucco)
FD	Fire Department
FDID	Fire Department Identification Number
ISO	Insurance Standards Organization
OFPC	Office of Fire Prevention and Control
PO	Property Owner
NOV	Notice of Violation
NTF	No Trouble Found
NYSBOC	New York State Building Officials Conference
OTR	Order To Remedy
STBOA	Southern Tier Building Officials Association

# TOWN CLERK'S MONTHLY REPORT

TOWN OF VETERAN, NEW YORK

MARCH, 2025

TO THE SUPERVISOR:

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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:

<b>A1255</b>	<u>4</u>	DECALS	<u>10.22</u>	
		<b>TOTAL TOWN CLERK FEES</b>		<b>10.22</b>
<hr/>				
<b>A2544</b>	<u>30</u>	DOG LICENSES	<u>350.00</u>	
		<b>TOTAL A2544</b>		<b>350.00</b>
<hr/>				
<b>B2110</b>	<u>5</u>	BUILDING PERMITS	<u>495.00</u>	
	<u>4</u>	APPLICATION FEE	<u>1,000.00</u>	
		<b>TOTAL B2110</b>		<b>1,495.00</b>

# TOWN CLERK'S MONTHLY REPORT

MARCH, 2025

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## DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	360.22
PAID TO SUPERVISOR FOR PART TOWN FUND	1,495.00
PAID TO NYS DEC FOR DECALS	174.78
PAID TO NYS ANIMAL POPULATION CONTROL FUND	44.00
<b>TOTAL DISBURSEMENTS</b>	<b>2,074.00</b>

APRIL 8, 2025

\_\_\_\_\_  
David Lewis

, SUPERVISOR

## 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
	April 10
Week Ending:	March 21
	we cleaned up from wind damage all over the town, filled potholes on the dirt roads.
	March 28
	we work in the shop on the grader this <u>week</u> . me and jason, brandon went to look at some new exvator. brandon sweep of some of the roads
	April 4
	me and brandon went to go get the sweeper fro j j equipment and brought it back and now we have been sweeping ever day. we have been hauling in gravel in. Jason and i have been cleaing up ditches from all the limbs that are in them.
	April 11
	still sweeping roads up we are in pine valley then we are going to millport. took my pickup truck to elm chevy to get fixed it has aelectical issue probably.
Shared Services:	we have had the water truck of hhs for two weeks .
Injuries:	I was unloading the excavator of the trailer and ripped telephone line of a person house and we are fixing the siding.
Hours:	Millport (Total for the Month):
	Millport (Fiscal YTD):

RELATIVE TO NYS DOT Shared Services

WHEREAS the Town of Veteran has previously entered into an agreement for Shared Services with New York State Department of Transportation, with the previous agreement having expired on December 21, 2024, and

WHEREAS the Town of Veteran finds value in continuing such an agreement.

NOW THEREFORE BE IT RESOLVED, that Supervisor David Lewis be and hereby is authorized and directed, with the assistance of the Town Attorney, to execute a four year Shared Services Agreement with the New York State Department of Transportation with a cost cap of \$25,000.

# SHARED SERVICES AGREEMENT

Between

NYSDOT and \_\_\_\_\_

THIS AGREEMENT, dated \_\_\_\_\_, 2025, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the \_\_\_\_\_, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the State shall hold the Municipality harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of their officers or employees when acting in the course and scope of their employment.
5. The term of this Agreement shall be for two (2) ☐ or four (4) ☐ years from \_\_\_\_\_ to \_\_\_\_\_. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region 6

MUNICIPALITY

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

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

Resident Engineer – \_\_\_\_\_ County

Please Print Name and Title:

NYSDOT – Region 6

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

Regional Director of Operations

## **SCHEDULE A**

### NYSDOT

Description of services, materials, or equipment (Check All that apply) to be shared:

Like or similar services, equipment, and/or materials in support of highway needs including snow and ice control.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total NYSDOT Cost/Value: not to exceed \$25,000

### MUNICIPALITY

Description of services, materials, or equipment (Check All that apply) to be shared:

See description above.

Estimated Cost/Value of Service Equipment Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: not to exceed \$25,000

Resolution Setting a Public Hearing for a Cable Television Franchise Agreement with Spectrum  
Northeast, LLC

WHEREAS the Town of Veteran has been presented with an application for renewal of a cable television franchise agreement by Spectrum Northeast, LLC; and

WHEREAS a Public Hearing is necessary prior to entering into such a franchise agreement.

NOW THEREFORE BE IT RESOLVED that the Town Board of the Town of Veteran shall hold a Public Hearing at 7:00 PM on May 8, 2025 at Veteran Town Hall for the proposed Franchise Agreement; and authorizing and directing the Town Clerk to properly Notice the holding of such Public Hearing.



# Charter

COMMUNICATIONS

March 28, 2025

The Honorable David Lewis  
Supervisor  
Town of Veteran  
4049 Watkins Road  
Millport, NY 14864

Dear Supervisor Lewis:

Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. ("Charter"), has appreciated the opportunity to serve the Town of Veteran and its residents over the years. Therefore, as we are sure you can appreciate, Charter would like to renew our franchise agreement with you, which has been long expired.

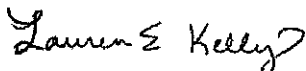
We previously notified you of our intent to renew the cable television franchise pursuant to Section 626 of the Cable Act. We believe that the informal process outlined in Section 626(h) is preferable for all concerned. Enclosed is our draft franchise agreement, including the notice of public hearing and resolution, which will serve as the basis for our negotiations.

We would like to meet with you, in person or virtually, at your earliest convenience to discuss the renewal proceedings. It would also be my pleasure to reach out to you and set something up should I not hear from you within a couple of weeks.

We look forward to hearing from you in the near future and to continuing a mutually beneficial relationship with the conclusion of this franchise renewal.

As always, please do not hesitate to contact me should you have any questions. I can be reached by phone at 585-797-5395 or by email at [lauren.kelly@charter.com](mailto:lauren.kelly@charter.com).

Sincerely,



Lauren E. Kelly  
Director, Government Affairs  
Charter Communications

Enclosure

100 Town Centre Drive  
Rochester, NY 14623

## **FRANCHISE AGREEMENT**

**This Franchise Agreement ("Franchise")** is between the Town of Veteran, New York, hereinafter referred to as the "Grantor" and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the "Grantee."

**WHEREAS**, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee's plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to Grantee is consistent with the public interest; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and

**WHEREAS**, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

### **SECTION 1** **Definition of Terms**

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

## **SECTION 2**

### **Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of fifteen (15) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

**2.3 Police Powers.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

**2.4 Restoration of Municipal Property.** Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

**2.5 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

## **SECTION 3**

### **Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

## **SECTION 4**

### **Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the

operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

#### **4.2 Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

### **SECTION 5** **Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

## **SECTION 6**

### **Service Availability**

**6.1 Service Area.** Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

**6.2 Abandonment of Service.** Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

**6.3 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

**6.4 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

## **SECTION 7**

### **Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

## **SECTION 8**

### **Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.9 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

## **SECTION 9** **Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.



**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

**9.3 Rate Regulation.** The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

## **SECTION 10** **Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

**10.5** No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

## **SECTION 11**

### **Transfer of Franchise**

**11.1 Franchise Transfer.** Grantee shall provide at least sixty days' notice to Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

## **SECTION 12**

### **Records**

**12.1 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

## **SECTION 13**

### **Public Education and Government (PEG) Access**

**13.1 PEG Access.** Grantee shall make available channel Town for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel Town may be shared with other localities served by Grantee's cable system, and Grantor hereby authorizes Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by Grantee in accordance with applicable law.

**SECTION 14**  
**Enforcement or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**14.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**14.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

**14.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern

of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

## **SECTION 15**

### **Miscellaneous Provisions**

**15.1 Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

**15.1.1 Employment Practices.** Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

**15.2 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.3 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.4 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.5 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

**15.6 Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

**15.7 Notices.** Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:           Hon. David Lewis  
                      Supervisor, Town Veteran  
                      4049 Watkins Road

Millport, NY 14864

Email: [town.supervisor@townofveteranny.gov](mailto:town.supervisor@townofveteranny.gov)

Grantee: Lauren Kelly  
Director, Government Affairs  
100 Town Centre Dr.  
Rochester, NY 14623

Email: [lauren.kelly@charter.com](mailto:lauren.kelly@charter.com)

Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
601 Massachusetts Ave NW, Suite 400W  
Washington, DC 20001

**15.8 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**15.8.1** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

**15.9 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**15.10 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**15.11 Administration of Franchise.** The Board or such other person as may be designated and supervised by the Board is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

**15.12 NYPSC Approval.** This Franchise is subject to the approval of the NYPSC. Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by Grantor and accepted by Grantee. Grantee shall also file any necessary notices with the FCC.

**15.13 Effective Date.** The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**15.14 No Third Party Beneficiaries.** Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Town of Veteran

Signature:\_\_\_\_\_

Name/Title:\_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature:\_\_\_\_\_

Name/Title:\_\_\_\_\_

# Town of Veteran, NY

## Local Law #1 of 2025

### Battery Energy Storage System Law

#### 1. Authority

This Battery Energy Storage System Law is adopted pursuant to Article IX of the New York State Constitution, §2(c)(6) and (10), New York Statute of Local Governments, § 10 (1) and (7) sections 261-263 of the Town Law of the State of New York, which authorize the Town of Veteran *to adopt provisions* that advance and protect the health, safety, and welfare of the community.

#### 2. Statement of Purpose

This Battery Energy Storage System (BESS) Law is adopted to advance and protect the public health, safety, welfare, and quality of life of the Town of Veteran by establishing clear regulations for the installation and use of battery energy storage systems.

- A. This Local Law is based on the NYSEDA Battery Energy Storage System Model Law and is designed to ensure the safe and responsible deployment of BESS technology within the town. It permits Tier 1 Battery Energy Storage Systems—limited to 80 kWh, allowing homeowners to benefit from energy savings, peak load management, and increased energy resilience.
- B. At the same time, this law prohibits the installation and operation of non-Tier 1 (utility-scale) BESS systems within the Town of Veteran. This prohibition reflects concerns regarding safety risks, emergency response challenges, and environmental impacts associated with larger-scale energy storage facilities.
- C. This law serves as a proactive measure to balance technological innovation with the safety and well-being of the community.
- D. This Battery Energy Storage System Law is adopted to advance and protect the public health, safety, welfare, and quality of life of the Town of Veteran by creating regulations for the installation and use of battery energy storage systems.

#### 3. Definitions

As used in this document, the following terms shall have the meanings indicated:

**ANSI:** American National Standards Institute

**BATTERY(IES):** A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of this law, batteries utilized in consumer products are excluded from these requirements.

**BATTERY ENERGY STORAGE MANAGEMENT SYSTEM:** An electronic system that



protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected.

**BATTERY ENERGY STORAGE SYSTEM:** One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle. A battery energy storage system is classified as a Tier 1 or Tier 2 Battery Energy Storage System as follows:

- A. Tier 1 Battery Energy Storage Systems having an aggregate energy capacity less than or equal to 80kWh and, if in a room or enclosed area, consist of only a single energy storage system technology. (e.g., all lithium-ion or all lead-acid, but not a mix).
- B. Tier 2 Battery Energy Storage Systems are those systems that are not Tier 1 systems. *This law prohibits any Battery Energy Storage System that is not Tier 1.*

**CELL:** The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and deliver electrical energy.

**COMMISSIONING:** A systematic process that provides documented confirmation that a battery energy storage system functions according to the intended design criteria and complies with applicable code requirements.

**DEDICATED-USE BUILDING:** A building that is built for the primary intention of housing battery energy storage system equipment, is classified as Group F-1 occupancy as defined in the International Building Code, and complies with the following:

- A. The building's only use is battery energy storage, energy generation, and other electrical grid-related operations.
- B. No other occupancy types are permitted in the building.
- C. Occupants in the rooms and areas containing battery energy storage systems are limited to personnel that operate, maintain, service, test, and repair the battery energy storage system and other energy systems.
- D. Administrative and support personnel are permitted in areas within the buildings that do not contain battery energy storage system, provided the following:
  - 1) The areas do not occupy more than 10 percent of the building area of the story in which they are located.
  - 2) A means of egress is provided from the administrative and support use areas to the public way that does not require occupants to traverse through areas containing battery energy storage systems or other energy system equipment.

**ENERGY CODE:** The New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law, as currently in effect and as hereafter amended from time to time.

**FIRE CODE:** The fire code section of the New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

**NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL):** A U.S. Department of Labor designation recognizing a private sector organization to perform certification for certain products to ensure that they meet the requirements of both the construction and general industry OSHA electrical standards.

**NEC:** National Electric Code.

**NFPA:** National Fire Protection Association.

**NON-DEDICATED-USE BUILDING:** All buildings that contain a battery energy storage system and do not comply with the dedicated-use building requirements.

**NON-PARTICIPATING PROPERTY:** Any property that is not a participating property.

**NON-PARTICIPATING RESIDENCE:** Any residence located on non-participating property.

**OCCUPIED COMMUNITY BUILDING:** Any building in Occupancy Group A, B, E, I, R, as defined in the International Building Code, including but not limited to schools, colleges, daycare facilities, hospitals, correctional facilities, public libraries, theaters, stadiums, apartments, hotels, and houses of worship.

**PARTICIPATING PROPERTY:** A battery energy storage system host property or any real property that is the subject of an agreement that provides for the payment of monetary compensation to the landowner from the battery energy storage system owner (or affiliate) regardless of whether any part of a battery energy storage system is constructed on the property.

**UNIFORM CODE:** the New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

#### **4. Applicability**

- A. The requirements of this Local Law shall apply to all battery energy storage systems permitted, installed, or modified in the Town of Veteran after the effective date of this Local Law, excluding general maintenance and repair.
- B. Battery energy storage systems constructed or installed prior to the effective date of this Local Law shall not be required to meet the requirements of this Local Law.
- C. Modifications to, retrofits or replacements of an existing battery energy storage system that increase the total battery energy storage system designed discharge duration or power rating shall be subject to this Local Law.

#### **5. General Requirements**

- A. A building permit and an electrical permit shall be required for installation of all battery energy storage systems.
- B. All battery energy storage systems, all Dedicated Use Buildings, and all other buildings or structures that (1) contain or are otherwise associated with a battery energy storage system and (2) subject to the Uniform Code and/or the Energy Code shall be designed, erected, and installed in accordance with all applicable provisions of the Uniform Code, all applicable provisions of the Energy Code, and all applicable provisions of the codes, regulations, and industry standards as referenced in the Uniform Code, the Energy Code, and all applicable provisions of the codes, regulations, and industry standards as referenced in the NFPA Code, and the Town of Veteran Code.

#### **6. Permitting Requirements for Tier 1 Battery Energy Storage Systems**

Tier 1 Battery Energy Storage Systems shall be permitted in all zoning districts, subject to the general requirements (Section 5), Uniform Code, NFPA 855 Section 15 and the "Battery Energy Storage System Permit," and are exempt from site plan review.

<b>Area</b>	<b>Maximum Stored Energy</b>
Utility closets, storage or utility spaces	40 kWh
Garages and detached structures	80 kWh
Exterior walls	80kWh
Outdoor installations	80kWh

#### NFPA 855 Section 15

### 7. Safety

- A. System Certification. Battery energy storage systems and equipment shall be listed by a Nationally Recognized Testing Laboratory to UL 9540 (Standard for battery energy storage systems and Equipment) or approved equivalent, with subcomponents meeting each of the following standards as applicable:
  - 1) UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications),
  - 2) UL 1642 (Standard for Lithium Batteries),
  - 3) UL 1741 or UL 62109 (Inverters and Power Converters),
  - 4) Certified under the applicable electrical, building, and fire prevention codes as required.
  - 5) Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 (or approved equivalent) and applicable codes, regulations and safety standards may be used to meet system certification requirements.
  - 6) NFPA (National Fire Protection Association) 855 Section 15
- B. Site Access. Battery energy storage systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department.
- C. Battery energy storage systems, components, and associated ancillary equipment shall have required working space clearances, and electrical circuitry shall be within weatherproof enclosures marked with the environmental rating suitable for the type of exposure in compliance with NFPA70.

### 8. Enforcement

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

**9. Severability**

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

**10. . Effective Date**

This local law shall become effective upon filing with the Secretary of State.

**Full Environmental Assessment Form**  
**Part 3 - Evaluation of the Magnitude and Importance of Project Impacts**  
**and**  
**Determination of Significance**

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status: ☐ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☐ Part 1 ☐ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the \_\_\_\_\_ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

**For Further Information:**

Contact Person:

Address:

Telephone Number:

E-mail:

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

Project :

Date :

***Full Environmental Assessment Form***  
***Part 3 - Evaluation of the Magnitude and Importance of Project Impacts***  
***and***  
***Determination of Significance***

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

**Reasons Supporting This Determination:**

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

**Determination of Significance - Type 1 and Unlisted Actions**

SEQR Status:

☐ Type 1

☐ Unlisted

Identify portions of EAF completed for this Project: ☐ Part 1

☐ Part 2

☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the \_\_\_\_\_ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

**For Further Information:**

Contact Person:

Address:

Telephone Number:

E-mail:

**For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:**

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>



**Full Environmental Assessment Form**  
**Part 2 - Identification of Potential Project Impacts**

Agency Use Only [If applicable]

Project :

Date :

**Part 2 is to be completed by the lead agency.** Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

**Tips for completing Part 2:**

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

<b>1. Impact on Land</b> Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>				<input type="checkbox"/> NO <input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur	
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>	
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>	
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>	
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>	
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>	
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>	
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>	
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>	

**2. Impact on Geological Features**

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☐ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**3. Impacts on Surface Water**

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☐ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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<b>4. Impact on groundwater</b> The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>5. Impact on Flooding</b> The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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## 6. Impacts on Air

The proposed action may include a state regulated air emission source.  
(See Part 1. D.2.f., D.2.h, D.2.g)

☐ NO

☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO <sub>2</sub> ) ii. More than 3.5 tons/year of nitrous oxide (N <sub>2</sub> O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF <sub>6</sub> ) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

## 7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.)

☐ NO

☐ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

### 8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)

☐ NO

☐ YES

*If "Yes", answer questions a - h. If "No", move on to Section 9.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>9. Impact on Aesthetic Resources</b> The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i> <div style="text-align: right;"> <input type="checkbox"/> NO      <input type="checkbox"/> YES         </div>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>10. Impact on Historic and Archeological Resources</b> The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i> <div style="text-align: right;"> <input type="checkbox"/> NO      <input type="checkbox"/> YES         </div>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

<b>11. Impact on Open Space and Recreation</b> The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

<b>12. Impact on Critical Environmental Areas</b> The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	<b>Relevant Part I Question(s)</b>	<b>No, or small impact may occur</b>	<b>Moderate to large impact may occur</b>
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**13. Impact on Transportation**

The proposed action may result in a change to existing transportation systems.

☐ NO☐ YES

(See Part 1. D.2.j)

*If "Yes", answer questions a - f. If "No", go to Section 14.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**14. Impact on Energy**

The proposed action may cause an increase in the use of any form of energy.

☐ NO☐ YES

(See Part 1. D.2.k)

*If "Yes", answer questions a - e. If "No", go to Section 15.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

**15. Impact on Noise, Odor, and Light**

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO☐ YES

(See Part 1. D.2.m., n., and o.)

*If "Yes", answer questions a - f. If "No", go to Section 16.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>



d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

#### 16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☐ YES

*If "Yes", answer questions a - m. If "No", go to Section 17.*

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**17. Consistency with Community Plans**

The proposed action is not consistent with adopted land use plans.  
(See Part 1. C.1, C.2. and C.3.)

☐ NO☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**18. Consistency with Community Character**

The proposed project is inconsistent with the existing community character.  
(See Part 1. C.2, C.3, D.2, E.3)

☐ NO☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

**RESOLUTION  
OF THE TOWN BOARD  
OF THE TOWN OF VETERAN**

**Determining that the Proposed Battery Energy Storage System Law  
Will Not Have a Significant Effect on the Environment**

**WHEREAS**, the Town Board of the Town of Veteran (the "Town Board") is considering a local law that would establish clear regulations for the installation and use of battery energy storage systems (the "Local Law"); and

**WHEREAS**, the Town Board desires to comply with the New York State Environmental Quality Review Act ("SEQRA"), as set forth in Article 8 of the New York State Environmental Conservation Law, and the requirements of the implementing regulations set forth at 6 NYCRR Part 617 (the "Regulations"), with respect to the Local Law; and

**WHEREAS**, the Local Law shall regulate the construction of battery energy storage systems by creating a permitting process more rigorous than the status quo; and

**WHEREAS**, the Town Board has determined that there are no other involved agencies; and

**WHEREAS**, the Town Board has prepared Part 1 of a full environmental assessment form ("FEAF") in connection with the Local Law to aid the Town Board in determining whether the Local Law may have a significant effect upon the environment; and

**WHEREAS**, pursuant to the Regulations, the Town Board has considered the Local Law in light of the actions included on the Type I list specified in Section 617.4 of the Regulations and in light of the actions included on the Type II list specified in Section 617.5 of the Regulations.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board hereby classifies the Local Law as a "Type I action" under SEQRA (the "Action"), and states that there are no other involved agencies for this action; and

**BE IT FURTHER RESOLVED** that the Town Board hereby concludes that the following impacts are expected to result from the Action, when compared against the criteria in Section 617.7 (c) of the Regulations:

- a. There will not be a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems.
- b. There will not be large quantities of vegetation or fauna removed or destroyed as the result of the Action; there will not be substantial interference with the movement of any resident or migratory fish or wildlife species as the result of the Action; there

will not be a significant impact upon habitat areas; there are no substantial adverse impacts on any known threatened or endangered species of animal or plant, or the habitat of such species; nor are there any other significant adverse impacts to natural resources.

- c. There are no known Critical Environmental Area(s) on the site which will be impaired as the result of the proposed Action.
- d. The Action will not result in the creation of a material conflict with the Town's current plans or goals as officially approved or adopted.
- e. The Action will not result in the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character.
- f. There will not be an increase in the use of either the quantity or type of energy resulting from the Action.
- g. There will not be any hazard created to human health.
- h. There will not be an irreversible change in the use of active agricultural lands that receive an agricultural use tax exemption or that will ultimately result in the loss of ten acres of such productive farmland.
- i. The Action will not encourage or attract large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the Action.
- j. There will not be created a material demand for other Actions that would result in one of the above consequences.
- k. There will not be changes in two or more of the elements of the environment that when considered together result in a substantial adverse impact.
- l. There are not two or more related Actions which would have a significant impact on the environment.

**BE IT FURTHER RESOLVED** that based upon the information and analysis above, the Action will not result in any significant adverse environmental impacts; and

**BE IT FURTHER RESOLVED** that the information available concerning the Action was sufficient for the Town Board to make its determination; and

**BE IT FURTHER RESOLVED** that **the Town** hereby approves and adopts the attached Full Environmental Assessment Form for the Action (Parts 1, 2, and 3); and

**BE IT FURTHER RESOLVED** that a Determination of Non-Significance on the proposed Action is hereby issued; and

**BE IT FURTHER RESOLVED** that the preparation of an environmental impact statement for the Action shall not be required; and

**BE IT FURTHER RESOLVED** that the **Supervisor is hereby** directed to sign the Full Environmental Assessment Form Part 3 and issue the Negative Declaration as evidence of the Town Board's determination; and

**BE IT FURTHER RESOLVED** that this Determination of Non-Significance has been prepared in accordance with SEQRA and the Town Clerk is hereby directed to file, publish and distribute a notice of this Negative Declaration pursuant to 6 NYCRR § 617.12(a)(1); and

**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	Voting	Aye/Nay
William Winkky	Voting	Aye/Nay
Francis Henke	Voting	Aye/Nay
Mario DeMichele	Voting	Aye/Nay
Winston Wolf	Voting	Aye/Nay

The resolution was thereupon declared duly adopted.

Dated: March \_\_, 2025

**RESOLUTION FOR ADOPTION OF LOCAL LAW NO. \_\_\_\_\_ OF 2025, ENTITLED "TOWN OF VETERAN BATTERY ENERGY STORAGE SYSTEM (BESS) LAW"**

**WHEREAS**, a resolution was duly adopted by the Town Board of the Town of Veteran for a public hearing to be held by said Town Board on March 13, 2025, at 7:00 P.M. at the Town Hall, to hear all interested parties on a proposed Local Law entitled "Town of Veteran Battery Energy Storage System (BESS) Law"; and

**WHEREAS**, notice of said public hearing was duly advertised in the official newspaper of the Town, and posted on the Town Clerk's signboard as required by law; and

**WHEREAS**, said public hearing was duly opened on March 13, 2025, at 7:00 P.M. at the Town Hall, and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said proposed or any part thereof of the Local Law before the public hearing was closed on April 10, 2025;; and

**WHEREAS**, the Town Board has maintained a six-month moratorium on Battery Energy Storage Systems to allow for thorough research and development of appropriate regulations; and

**WHEREAS**, during this moratorium period, the Town Board has conducted extensive research and deliberation regarding the safety concerns associated with large-scale battery storage systems, including but not limited to fire risks, thermal runaway events, emergency response challenges, and environmental impacts; and

**WHEREAS**, in utilizing NFPA 855 (2023), *Standard for the Installation of Stationary Energy Storage Systems*, as a guiding recommendation, the Town Board finds that the administration of Chapters 4 through 9 of said document are beyond the necessary scope and expertise of the Town of Veteran Code Enforcement Officer; and

**WHEREAS**, after careful consideration of current battery technology limitations, industry safety standards, emergency response capabilities within the Town, and consultation with relevant experts, the Town Board has determined that limiting residential systems to 80 kWh capacity represents a rational balance between enabling residential energy storage benefits while mitigating potential safety risks and also limiting the required implementation of NFPA 855 (2023) to Chapter 15; and

**WHEREAS**, the Town Board has found that larger Tier 2 systems present unique safety challenges and local emergency response resources; and

**WHEREAS**, the Town Board, after due deliberation, finds it in the best interest of the Town to adopt said Local Law; and

**WHEREAS**, the Town properly referred the Local Law to the Chemung County Planning Board on March 8, 2025 as required under General Municipal Law 239-M; and

**WHEREAS**, the Chemung County Planning Board provided no report of its recommendations within thirty days, thereby enabling the Town of Veteran to take final action on the adoption of said proposed Local Law.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Board of the Town of Veteran hereby adopts Local Law No. \_\_\_\_\_ of 2025, entitled "Town of Veteran Battery Energy Storage System (BESS) Law," a copy of which is attached hereto and made a part of this resolution; and be it further

**RESOLVED**, that the Town Clerk be and hereby is directed to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Veteran, and to give due notice of the adoption of said Local Law to the Secretary of State of New York; and be it further

**RESOLVED**, that this resolution shall take effect immediately.

A LOCAL LAW LIMITING THE GROSS WEIGHT OF  
MOTOR VEHICLES ON CERTAIN TOWNS, HIGHWAYS AND ROADS

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

**Section 1. PURPOSE.**

The purpose of this Local **Law** is to protect health, safety and welfare of the residents of the Town of Veteran by prohibiting the use of certain towns, streets and roads by vehicles in excess of a designated weight excepting only under certain limited circumstances as provided herein. It is also to protect and preserve the property of the town and to strengthen the protection of Town highways and roads from damage caused by heavy vehicles, particularly those engaging in frequent or high-impact commercial transport activities. This Local Law aims to enhance public safety and welfare, provide for consistent enforcement of weight restrictions, and ensure the preservation of Town infrastructure for the benefit of all residents.

**Section 2. DEFINITIONS.**

Unless otherwise specified herein, all terms used in this Local Law shall have the meaning and definition ascribed to same as provided by the Vehicle and Traffic Law of New York State as amended from time to time.

**Section 3. ACTIVITIES PROHIBITED.**

In accordance with Vehicle and Traffic Law **§1660(a)** 28, trucks, commercial vehicles, tractors, tractor-trailer combinations, tractor semi-trailer combinations, tractor-trailer semi-trailer combinations registered for 20 tons or more gross weight, or having a gross weight in excess of 20 tons, are hereby excluded and prohibited from the highways and roads of the Town of Veteran set forth On Schedule "A", attached hereto and made a part hereof. No person, firm or corporation shall drive or operate or cause to be driven or operated a motor vehicle or combination thereof as noted above on,

along, through or over any of the above-noted Town highways or roads in violation of this Local Law.

#### Section 4. EXCLUSIONS AND EXCEPTIONS

This exclusion shall not be construed to prevent the pick-up or delivery of merchandise or other property along the said highways and roads from which such vehicles or combinations are otherwise excluded.

The following vehicles shall be exempt from the prohibitions of this Local Law:

For purposes of clarity and enforcement:

1. Transportation of commercial goods, materials, or products that involve repetitive or high-volume transport from within the Town to locations outside the Town shall be subject to the weight restrictions established by this Local Law and shall not qualify as a pick-up or delivery exception.
  2. Transportation of commercial goods, materials, or products to intermediate staging areas, temporary storage facilities, or transfer stations within the Town, where such materials are intended for ultimate use or destination outside the Town, shall be subject to the weight restrictions established by this Local Law and shall not qualify as a pick-up or delivery exception.
  3. Agricultural operations protected under the New York State Agricultural Districts Law (Agriculture and Markets Law Article 25-AA) shall be exempt from the restrictions in subsections 1 and 2 when transporting agricultural products, livestock, or agricultural inputs including manure, feed, seed, or fertilizer, provided such transportation is directly related to the operation of a farm protected under said law.
- A. Due to the nature of their work and the need for unhindered access to all Town highways *and* roads, authorized emergency vehicles and vehicles owned or operated by a government or municipality, which would otherwise be regulated by this Local Law are hereby specifically



exempted from the application of this Local Law. This shall include but not be limited the following municipal vehicles: fire, police, highway, sanitation and public works vehicles, and vehicles of any agent of any municipality provided that such agent's vehicle(s) are then engaged in official municipal business.

B. Those vehicles commonly referred to as "recreational vehicles" or "RV's" and which would otherwise be regulated by this Local Laws, including but not limited to house coaches, motor homes, campers and boats/trailer combinations.

C. Those motor vehicles containing no more than one rear axle located behind **the** driver's seat with a gross weight, including load, in excess of 20 tons, provided said single rear axle motor vehicle is proceeding from a point of destination within the boundaries of **the** Town.

#### Section 5. WAIVER

The conditions contained herein may be waived from time to time upon application to the Town Board and upon fulfilling such conditions and safeguards as may be imposed by the Board for the protection of the highway and road and traffic safety.

#### **Section 6. DELIVERY AND PICK-UP EXCEPTIONS**

The permitted deliveries and pick-ups, provided hereinabove, shall not include use of excluded highways or roads for the purpose of delivering messages, dining, visitation, travel to places of abode or other similar acts not a necessary and vital part of a legitimate pick-up or delivery business operation.

#### Section 7. LENGTH OF STAY

Prohibited vehicles shall remain on such excluded highways and roads for a period of time no longer than necessary and reasonable to make such delivery, pick up or to complete a loading of such vehicles.

## **Section 8. ENFORCEMENT**

A Law Enforcement Officer, Police Officer, Code Enforcement Officer or the Town Superintendent of Highways shall have the authority to require any person driving or in control of any of the above-noted excluded vehicles observed operating on an excluded highway or road to proceed to any public or private scale available for the purpose of weighing and determining if this Local Law has been complied with.

## **Section 9. VIOLATION**

Violation of this Local Law shall be punishable by a fine, imprisonment or both, as prescribed by Local Law 4 of 1994 of the Town of Veteran. Each separate violation shall constitute a separate additional offense.

The Town Board may, by resolution, add a regular or special meeting thereof, add highways or roads or portions thereof, to Schedule "A" of this Local Law, effective immediately upon adoption of said Resolution.

## **Section 10. REPEALER**

Any Local Law, Ordinance, Regulation of the Town Board in conflict herewith is hereby repealed to the extent of such conflict or inconsistency, except that the said repeal shall not affect or prevent the prosecution or punishment of any person, for any act done or committed in violation of any Local Laws, Ordinance or Regulation hereby repealed prior to the effective date of this Local Law.

## **Section 11. SEVERABILITY**

In the event of any clause, sentence, section or other part of this Local Law is declared to be invalid, such invalidity shall not affect the remainder of **said** Local Law.

## **Section 12. EFFECTIVE DATE**

This Local Law shall take effect as provided by law.

## SCHEDULE "A"

Morris Hill Road, Dann's Boulevard, Burch Hill Road, Stafford Road, Terry Hill Road, Thomas Road, Jennings Road, Lower Middle Road, Johnson Road, Church Hill Road, Mallory Hill Road, Brickhouse Road, Parrot Road.

1.

Resolution 100/23

Relative to Local Law 4/2001 'Schedule A' Amendment

Motioned by: Henke

Seconded by: Winkky

Whereas, the Town of Veteran adoptive Local Law 4/2001 providing for weight limits and other restrictions on various town roads, and

Whereas, such local law provides for adding and deleting roads from 'Schedule A' and,

Whereas, this board has determined in conjunction with Highway Superintendent Curt Rhodes that it is appropriate to add W. Sullivanville Rd. from Veteran Hill Rd to NYS Route 13 and Benjamin Rd through the entire length of such road in the Town of Veteran to 'Schedule A' of Local Law 4/2001,

Be it further resolved, that Town Highway Superintendent Rhodes is authorized to acquire signs reading to the effect of, "No Trucks, Local Traffic Only", to acquire those for erection on W. Sullivanville Rd. by the County as soon as is practical.

AYES: Winkky, O'Brien, Henke, Lewis

NAYES: None

## Town of Veteran Solar Energy System Decommissioning Agreement Attachment 1

This Decommissioning Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20, by and between the Town of Veteran, New York, a municipal corporation with offices at 4049 Watkins Road, Millport, New York 14864 ("Town"), and \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ ("Company"), collectively referred to as the "Parties."

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### ARTICLE I – DEFINITIONS

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

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

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

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

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### ARTICLE II – FINANCIAL SECURITY

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

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

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

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

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

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

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

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

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

2.5 For clarity the options are **repeated** in narrative and chart below:

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

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

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

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

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

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

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

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### ARTICLE III – TRIGGERING EVENTS FOR DECOMMISSIONING

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

- (a) Lease Expiration – The land lease expires and is not renewed or extended, and the Company has not acquired title.
- (b) Cessation of Operations – The Facility ceases to generate power for a continuous period of six (6) months.
- (c) Catastrophic Damage – The Facility is damaged beyond repair, and the Company elects not to restore operation.
- (d) End of Useful Life – The Facility reaches the end of its service life, estimated not to exceed thirty (30) years from initial operation.

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

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## ARTICLE IV – DECOMMISSIONING AND SITE RESTORATION REQUIREMENTS

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

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

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

4.4 **Compliance with Agricultural Standards** – For systems on MSG 1–4 or Active Agricultural Lands, decommissioning must meet the mitigation standards outlined in Section XXXX of the Town of Veteran Solar Law.

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## ARTICLE V – ENFORCEMENT AND OVERSIGHT

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

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

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

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## ARTICLE VI – ROAD USE AND RESTORATION DURING DECOMMISSIONING

6.1 **Compliance with Weight Restrictions** – The Company shall comply with Local Law 4/2001 as amended, including restrictions on gross vehicle weight on Town roads.

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

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

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

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

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

**6.7 Reimbursement of Town Expenses** – The Company shall reimburse the Town for all professional service costs under Local Law 1/2010.

**6.8 No Waiver of Local Authority** – Nothing herein shall limit the Town's rights under Local Law 4/2001 or any other applicable law.

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## **ARTICLE VII – NOTICES**

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

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

**7.3 Notice Addresses** – Notices shall be sent to:

**If to the Town:**

Town of Veteran  
Attn: Town Supervisor  
4049 Watkins Road  
Millport, New York 14864  
[Optional: Town Email]

**If to the Company:**

[Developer Name]  
Attn: [Representative Name and Title]



[Developer Address]  
[Developer Email for routine communications]

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## **ARTICLE VIII – GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

**8.9 Professional Services Reimbursement** – The Company shall reimburse the Town for all costs incurred for professional services in accordance with Local Law 1/2010, including but not limited to engineering, legal, consulting, enforcement, and compliance-related services.

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

**Town of Veteran, NY**

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

Name: David Lewis

Title: Town Supervisor

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

**[Developer/Owner Name]**

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

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

## ATTACHMENT 2: HOST COMMUNITY AGREEMENT

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

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

### RECITALS

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

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

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

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

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## ARTICLE I – DEFINITIONS

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

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

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

**"Project"** means the solar photovoltaic electric generating facility known as the [Project Name] Solar Energy System, with a nameplate capacity of approximately [ ] MW AC, including solar

arrays, inverters, transformers, interconnection facilities, collection lines, energy storage systems (if any), and associated infrastructure.

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

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

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

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

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

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

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

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## **ARTICLE II – FINANCIAL TERMS AND ESCROW**

### **Section 2.1 Escrow Account**

The Company shall, within thirty (30) days of the execution of this Agreement, deposit the sum of Twenty-Five Thousand Dollars (\$25,000.00) into an escrow account established by the Town, in accordance with the Town of Veteran Professional Services Fee Reimbursement Local Law. Said escrow account shall be used solely to reimburse the Town for reasonable expenses incurred for legal, engineering, environmental, financial, or other technical or professional services related to the review, implementation, enforcement, and monitoring of this Agreement and any associated permits or approvals.

The escrow shall be replenished by the Company within fifteen (15) days of written notice from the Town if the balance falls below Ten Thousand Dollars (\$10,000.00) and shall remain active throughout the term of this Agreement, including the decommissioning phase. Any remaining balance shall be returned to the Company within ninety (90) days of final project closeout.

### **Section 2.2 Initial Payment**

In consideration of the Town's execution of this Agreement and to offset initial administrative, legal, and professional costs, the Company shall pay the Town a one-time, non-refundable Initial Payment of Twenty-Five Thousand Dollars (\$25,000.00) within thirty (30) days of execution. This payment is independent of any other obligations under this Agreement.

### **Section 2.3 Host Community Fee**

The Company shall pay the Town an annual Host Community Fee of [Insert Amount] Dollars (\$\_\_\_\_) per megawatt (MW AC) of Project nameplate capacity. The first payment shall be due on January 31 of the year following the Commercial Operation Date and annually thereafter, escalating two percent (2%) per year. The Host Community Fee shall be independent of and not offset by any PILOT Agreement or property tax obligations.

### **Section 2.4 Telephone Hotline**

To facilitate communication, the Company shall establish and maintain a dedicated telephone hotline and email contact for the purpose of receiving and responding to complaints, inquiries, or concerns from the Town, residents, and neighboring property owners regarding the Project during all phases, including construction, operation, maintenance, and decommissioning.

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

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

### **Section 2.5 Renewable Energy and Carbon Credit Sharing**

The Company shall pay to the Town an amount equal to ten percent (10%) of the net revenue received from the sale or monetization of Renewable Energy Credits or Carbon Credits generated by the Project. Such payments shall be made annually on or before January 31st for the prior year and shall constitute contractual consideration, not a tax or fee.

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## **ARTICLE III – DECOMMISSIONING**

### **Section 3.1 General Obligation**

The Company shall decommission the Project at the end of its useful life or upon abandonment in compliance with the approved Decommissioning Plan and the Town's Solar Energy Systems Law. Decommissioning shall include removal of all above-ground and below-ground Project components, restoration of disturbed soils, and re-vegetation consistent with applicable regulations and the Decommissioning Plan.

### **Section 3.2 Financial Assurance**

The Company shall provide financial security in the form of a bond, letter of credit, or other acceptable instrument in an amount equal to one hundred twenty-five percent (125%) of the estimated decommissioning cost, reviewed every five (5) years and adjusted as necessary. The form and provider of such financial assurance shall be subject to approval by the Town.

### **Section 3.3 Decommissioning Trigger and Enforcement**

In the event that the Project ceases Commercial Operation for a period of twelve (12) consecutive months, the Project shall be deemed abandoned unless such cessation is the result of Force Majeure or temporary repairs approved in writing by the Town. Upon abandonment, the Company shall, within ninety (90) days of receiving written notice from the Town, commence decommissioning of the Project in accordance with the approved Decommissioning Plan.

If the Company fails to timely commence or complete decommissioning, the Town may, upon written notice, exercise its right to draw upon the financial security required under Section 3.2 and perform such decommissioning work, including site restoration, at the Company's expense. The Company shall be responsible for all costs incurred by the Town in connection with the enforcement of decommissioning obligations, including the costs of site remediation, legal expenses, engineering review, and administrative costs. Any proceeds remaining from the financial security after decommissioning shall be returned to the Company within ninety (90) days of completion and final inspection by the Town.

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## **ARTICLE IV – DISPUTE RESOLUTION**

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

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

### **Section 4.2 Legal Action.**

If mediation fails to resolve the dispute, either Party may pursue legal remedies available at law or in equity. Any legal action or proceeding under this Agreement shall be commenced

exclusively in the Supreme Court of the State of New York, County of Chemung. Each Party irrevocably submits to the jurisdiction of such court and waives any objection to venue.

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## **ARTICLE V – TERMINATION**

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

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

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

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

### **Section 5.3 Effect of Termination.**

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

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

### **Section 6.1 Events of Default.**

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

### **Section 6.2 Remedies.**

Upon the occurrence of a default, the Town shall provide written notice of such default to the Company. If the Company fails to cure the default within thirty (30) days of receipt of such notice, or such longer period as may be reasonable under the circumstances, the Town may exercise one or more of the following remedies: (a) Enforce specific performance of the

Company's obligations; (b) Draw upon any financial security, including decommissioning bonds or letters of credit; (c) Seek monetary damages, including reasonable attorney's fees and costs of enforcement; (d) Suspend or revoke any approvals or permits granted in connection with the Project to the extent legally permissible; (e) Terminate this Agreement.

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

### **Section 7.1 Consent Required.**

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

### **Section 7.2 Assumption of Obligations.**

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

### **Section 7.3 Lender Rights.**

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

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

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

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

### **Section 8.2 PILOT Agreements.**

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

Community Fee, Community Benefit Payments, REC or Carbon Credit revenue sharing, or decommissioning financial assurance requirements.

#### Section 8.3 No Offset or Reduction.

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

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

#### Section 9.1 Insurance Requirements.

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

(a) Commercial General Liability insurance, including bodily injury, property damage, products-completed operations, personal and advertising injury, and contractual liability, with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) in the aggregate.

(b) Environmental and Pollution Liability insurance, with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence.

#### Section 9.2 Additional Insured Status.

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

#### Section 9.3 Notice of Cancellation.

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

#### Section 9.4 Indemnification.

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



### Section 9.5 Survival.

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

## **ARTICLE X – COMMUNITY BENEFIT**

### **Section 10.1 Community Benefit Fund Payment.**

As additional consideration for the impacts of the Project on the Town, the Company shall establish and make annual payments to a Community Benefit Fund ("CBF"), to be administered by the Town in its sole discretion. The amount of the annual Community Benefit Fund payment shall be [Insert Amount] Dollars (\$\_\_\_\_) per megawatt (MW AC) of the Project's nameplate capacity, as determined on the Commercial Operation Date.

The first payment to the Community Benefit Fund shall be due and payable on or before January 31 of the calendar year immediately following the Commercial Operation Date and annually thereafter on January 31 for the operational life of the Project. The Community Benefit Fund payments shall escalate by two percent (2%) per year beginning in the second year of payment.

The Community Benefit Fund payments shall be unrestricted in use and may be used by the Town for any lawful purpose, including but not limited to infrastructure improvements, emergency services, recreation, community programming, or environmental initiatives.

The Company acknowledges that the Community Benefit Fund payment is a contractual obligation separate from and in addition to any Host Community Fee, PILOT, tax payments, or other obligations imposed by this Agreement or by law.

### **Section 10.2 Local Workforce Utilization Plan.**

The Company agrees to use commercially reasonable efforts to utilize qualified local workforce, contractors, and vendors during the construction and operation of the Project. To that end, the Company shall submit to the Town, prior to commencement of construction, a Local Workforce Utilization Plan detailing anticipated workforce needs, local contracting opportunities, and planned outreach efforts to engage local businesses.

The Company shall provide quarterly reports to the Town, commencing ninety (90) days after the start of construction, documenting local workforce participation, use of local vendors, and compliance with the Local Workforce Utilization Plan. Failure to submit such reports shall constitute a material default under this Agreement.

### **Section 10.3 Additional Community Contributions.**

Nothing in this Agreement shall preclude the Company from offering or the Town from accepting additional voluntary contributions, in-kind services, or community investments beyond the Community Benefit Fund or the Host Community Fee. Any such contributions shall be memorialized in writing and may be used by the Town for any lawful purpose.

# **ARTICLE XI – COMMUNICATION AND REPORTING**

## **Section 11.1 Annual Reporting Obligations.**

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

- (a) A summary of the Project's operational status, including total electricity generated and delivered to the grid during the preceding calendar year;
- (b) A certification of compliance with the obligations set forth in this Agreement, including the status of the Decommissioning Plan and financial security;
- (c) A summary of Host Community Fee payments, Community Benefit Fund payments, and any payments related to REC or Carbon Credit sharing made during the preceding year;
- (d) A summary of local workforce participation and local vendor utilization pursuant to Section 10.2;
- (e) A copy of the complaint log maintained in accordance with Section 11.3, including all material complaints received from residents, neighboring property owners, or other stakeholders, and the Company's response to each complaint; and
- (f) An update on any other material events, changes, or occurrences related to the Project that could reasonably be expected to impact the Town.

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

## **Section 11.2 Public Access and Town Rights.**

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

## **Section 11.3 Complaint Logging and Tracking.**

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

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

**Section 11.4 Town Right to Inspect.**

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

## **ARTICLE XII – PROPERTY VALUE PROTECTION PROGRAM (Optional)**

**Section 12.1 Purpose and Applicability.**

The Parties acknowledge that the Town may, at its sole discretion, adopt a Property Value Protection Program ("PVP Program") applicable to the Project. If adopted, the PVP Program shall be incorporated as Exhibit F to this Agreement. The purpose of the PVP Program is to protect eligible property owners within a defined geographic area from demonstrable loss in real estate market value directly attributable to the Project.

**Section 12.2 Eligible Properties.**

Eligible properties shall be those residential, agricultural, and commercial properties located within the area identified in the PVP Program Exhibit. Only properties owned as of the effective date of this Agreement shall be eligible for participation in the PVP Program unless otherwise specified in the Exhibit.

**Section 12.3 Appraisal Process.**

In the event that an eligible property owner believes that the fair market value of their property has been adversely affected by the Project, the property owner may request relief under the PVP Program. Upon such request, the property owner shall provide the Town and the Company with a certified appraisal of the property conducted by a New York State licensed appraiser. The Company shall have the right to obtain a second certified appraisal at its own expense.

If the two appraisals differ by more than ten percent (10%), the Town and the Company shall mutually agree on a third independent appraisal, the cost of which shall be shared equally by the Company and the Town. The final market value shall be determined by averaging the two closest appraisals.

**Section 12.4 Compensation.**

If the final appraisal process determines that the fair market value of the property has been reduced as a direct result of the Project, the Company shall compensate the property owner for the difference between the pre-Project and post-Project fair market values, as determined through the appraisal process. Any payment made under this Section shall constitute full and final settlement of the property owner's claims related to property value diminution.

**Section 12.5 Limitation of Remedies.**

Participation in the PVP Program shall be the exclusive remedy available to eligible property owners for claims of property value diminution due to the Project. The Company's obligations under this Article shall be limited to the procedures and payments set forth herein and in Exhibit F.

**ARTICLE XIII – NOTICES****Section 13.1 Method of Delivery.**

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

**Section 13.2 Effective Date of Notice.**

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

**Section 13.3 Notice Addresses.**

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

**If to the Town:**

Town of Veteran  
Attn: Town Supervisor  
4049 Watkins Road  
Millport, New York 14864  
Optional: Town Email for routine communications]

**If to the Company:**

[Developer Name]  
Attn: [Developer Representative Name and Title]  
[Developer Address]  
[Developer Email for routine communications]

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

**ARTICLE XIV – GENERAL PROVISIONS**

**Section 14.1 Governing Law and Venue.**

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

**Section 14.2 No Waiver.**

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

**Section 14.3 Severability.**

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

**Section 14.4 Entire Agreement.**

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

**Section 14.5 Amendment.**

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

**Section 14.6 Further Assurances.**

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

**Section 14.7 Successors and Assigns.**

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

**Section 14.8 Counterparts and Electronic Execution.**

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

## **ARTICLE XV – EXHIBITS AND SIGNATURES**

**Section 15.1 Exhibits.**

The following Exhibits are attached to and incorporated by reference into this Agreement. In the event of a conflict between an Exhibit and the terms of this Agreement, the terms of the Agreement shall control unless expressly stated otherwise.

**Exhibit A:** Project Description and Site Plan

**Exhibit B:** Host Community Fee Schedule

**Exhibit C:** Approved Decommissioning Plan Reference

**Exhibit D:** Local Workforce Utilization Plan Template

**Exhibit E:** Community Benefit Fund Payment Schedule

**Exhibit F (Optional):** Property Value Protection Program

**Exhibit G (Optional):** Complaint Resolution Procedure

**Exhibit H (Optional):** Road Use and Restoration Agreement

**Exhibit I (Optional):** Form of Financial Security Instrument

**Exhibit J:** Escrow Agreement Template

**Exhibit K (Optional):** Emergency Management Plan

**Section 15.2 Counterparts and Execution.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties agree that electronic or scanned PDF signatures shall have the same legal effect as original signatures.

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

**TOWN OF VETERAN**

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

Name: David Lewis

Title: Town Supervisor

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

**DEVELOPER NAME**

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

Name: Authorized Representative Name

Title: Title

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

## **TOWN OF VETERAN SOLAR LAW**

### **1. Authority**

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

### **2. Statement of Purpose**

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

- A. To take advantage of a safe, abundant, renewable and non-polluting energy resource;
- B. To decrease the cost of electricity to the owners of residential and commercial properties, including single-family houses;
- C. To increase employment and business development in the Town of Veteran, to the extent reasonably practical, by furthering the installation of Solar Energy Systems;
- D. To mitigate the impacts of Solar Energy Systems on environmental resources such as important agricultural lands, forests, wildlife, and other protected resources; and
- E. To protect and promote agricultural economy and culture;
- F. To allow residents, farms, businesses, and government to optimize on an abundant, renewable, and non-polluting energy resource in a manner that is consistent with the character of the Town and its planning objectives.
- G. To protect against potentially adverse impacts to the Town's landscape,
- H. To identify and minimize safety hazards, and
- I. To protect against adverse environmental and aesthetic impacts.
- J. To address the potential overburdening of municipal services and resources resulting in negative secondary impacts such as depreciated property values and deteriorated community character.
- K. To facilitate synergy between the solar industry and the goals of the Town of Veteran pursuant to its Comprehensive Plan.

### **3. Definitions**

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

**BATTERY ENERGY STORAGE SYSTEM:** One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time (not to include a stand-alone 12-volt car battery or an electric motor vehicle).

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

A. Tier 1 Solar Energy Systems include the following systems that are not on Farm Operations:

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

B. Tier 2 Solar Energy Systems include the following:

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

C. Tier 3 Solar Energy Systems include the following:

- 1) Ground-Mounted Solar Energy Systems not included under Tier 1 or Tier 2 Solar Energy Systems with a Nameplate Capacity of up to 5MW AC, or
- 2) Ground-Mounted Solar Energy Systems not included under Tier 1 or Tier 2 Solar Energy Systems with a Facility Area of up to 40 acres in size.

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

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

#### 4. Applicability

- A. The requirements of this Local Law shall apply to all Solar Energy Systems permitted, installed, or modified in the Town of Veteran after the effective date of this Local Law, excluding general maintenance and repair.
- B. Solar Energy Systems constructed or installed prior to the effective date of this Local Law shall not be required to meet the requirements of this Local Law.
- C. Modifications to an existing Solar Energy System that increase the Facility Area by more than 5% of the original Facility Area (exclusive of moving any fencing) shall be subject to this Local Law.

#### 5. General Requirements

- A. A Building permit shall be required for the installation of all Solar Energy Systems.
- B. Prior to the issuance of the building permit or final approval by the Town Board, construction and/or site plan documents must be signed and stamped by a NYS Licensed Professional Engineer or NYS Registered Architect.
- C. The Town Board and Planning Board are encouraged to condition their approval of proposed developments on sites adjacent to Solar Energy Systems so as to protect their access to sufficient sunlight to remain economically feasible over time.
- D. Issuance of permits and approvals by the Town Board shall include review pursuant to the State Environmental Quality Review Act [ECL Article 8 and its implementing regulations at 6 NYCRR Part 617 ("SEQRA")].
- E. All Solar Energy Systems shall be designed, erected, and installed in accordance with all applicable codes, regulations, and industry standards as referenced in the NYS Uniform Fire Prevention and Building Code ("Uniform Code"), the NYS Energy Conservation Code ("Energy Code"), and the Town of Veteran Code.
- F. For Solar Energy Systems subject to site plan review and special permits, the Town of Veteran shall require the applicant to reimburse the Town for professional services in connection with the Project pursuant to of Local Law 1-2010, "A Local Law Pertaining to Professional Services Reimbursement."

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

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

- A. Roof Mounted Solar Systems

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

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

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

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

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

1) Building-Integrated Solar Energy Systems shall be shown on the plans submitted for the building permit application for the building containing the system.

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

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

2) Setbacks.

i. All Ground-Mounted Solar Energy Systems shall only be installed in the side or rear yards in residential districts.

ii. Tier 1 Solar Energy Systems shall have setbacks that are the greater of:

- a) The setback regulations specified for the accessory structures within the underlying zoning district,
- b) a 250-foot setback from the property boundary line, or
- c) a 250-foot setback from the Conservation Overlay District.

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

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

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

6) Screening and Visibility.

i. All Tier 1 Solar Energy Systems shall have views minimized from adjacent properties to the extent reasonably practicable.

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

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

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

All Tier 2 Ground-Mounted Solar Energy Systems shall be permitted in all zoning districts as accessory structures and shall be subject to site plan approval. Tier 2 Solar Energy Systems shall adhere to the standards and requirements established for Tier 1 Ground-Mounted Systems in Section 6(C), in addition to (or in some cases amended by) the following requirements:

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

1) Name, address, and contact information of proposed or potential system installer and the owner and/or operator of the Solar Energy System. Such information of the final system installer shall be submitted prior to the issuance of building permit.

2) Name, address, contact information, and signature of the project applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the Solar Energy System.

3) Nameplate Capacity of the Solar Energy System (as expressed in kW or MW).

4) Zoning district designation for the parcel(s) of land comprising the Facility Area.

5) Property lines and physical features, including roads, for the project site.

6) Adjacent land uses on contiguous parcels within a certain radius of the site boundary.

7) Proposed changes to the landscape of the site, including site grading, vegetation clearing and planting, the removal of any large trees, access roads,

exterior lighting, signage, fencing, landscaping, and screening vegetation or structures.

8) A one- or three-line electrical diagram detailing the entire Solar Energy System layout, including the number of Solar Panels in each groundmount array, solar collector installation, associated components, inverters, electrical interconnection methods, and utility meter, with all National Electrical Code compliant disconnects and over current devices. The diagram should describe the location and layout of all Battery Energy Storage System components if applicable and should include applicable setback and other bulk and area standards.

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

B. Special Use Permit Standards. The Town Board may issue a special use permit for a Tier 2 Solar Energy System only after it has found that all the following standards and conditions have been satisfied:

1) Underground Requirements. All utility lines located outside of the Facility Area shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.

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

3) Signage.

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

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

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

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

6) Multiple lots. At the discretion of the Town Board, where a Tier 2 Solar Energy System's Facility Area comprises multiple lots (regardless of ownership by an individual or multiple participating landowners), the combined lots may be treated a single lot for the purposes of applying specific standards and requirements, including but not limited to lot size and setback requirements.

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

8) Setbacks. The Tier 2 Solar Energy Systems shall comply with the setback requirements of the underlying zoning district for principal structures. Fencing, collection lines, access roads and landscaping may occur within the setback. In addition, all Tier 2 Solar Energy Facilities shall maintain a 250 foot setback from property lines or the boundary of the Conservation Overlay District, whichever is greater.

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

10) Lot coverage. Tier 2 Solar Energy Systems are exempt from the lot coverage requirements in the underlying zoning district.

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

12) Screening and Visibility.

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

13) Environmental Resources

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

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

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

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

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

All Tier 3 Solar Energy Systems are permitted through the issuance of a special use permit and subject to site plan application requirements set forth in this Section.

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

- 1) Reviewed by the Code Enforcement Officer for completeness. Applicants shall be advised within 30 days of the completeness of their application or any deficiencies that must be addressed prior to substantive review.
- 2) Subject to a public hearing to hear all comments for and against the application. This hearing shall be in compliance with all existing public hearing requirements established under law by the Town of Veteran.
- 3) Referred to the Chemung County Planning Department pursuant to General Municipal Law § 239-m if required.
- 4) Upon closing of the public hearing, the Town Board shall take action on the application within 60-days of the public hearing, which can include approval, approval with conditions, or denial. The 60-day period may be extended upon consent by both the Town Board and applicant.

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

- 1) Name, address, and contact information of proposed or potential system installer and the owner and/or operator of the Solar Energy System. Such information of the final system installer shall be submitted prior to the issuance of building permit.
- 2) Name, address, contact information, and signature of the project applicant, as well as all the property owners, demonstrating their consent to the application and the use of the property for the Solar Energy System.
- 3) Nameplate Capacity of the Solar Energy System (as expressed in MW).
- 4) Zoning district designation for the parcel(s) of land comprising the Facility Area.
- 5) Property lines and physical features, including roads, for the project site.
- 6) Map(s) of MSG 1-4 soils and Active Agriculture Lands on the parcel(s) comprising the Facility Area and adjacent parcels.

7) Adjacent land uses on contiguous parcels within a certain radius of the site boundary.

8) Proposed changes to the landscape of the site, including site grading, vegetation clearing and planting, the removal of any large trees, access roads, exterior lighting, signage, fencing, landscaping, and screening vegetation or structures.

9) Erosion and sediment control and storm water management plans prepared to NYS Department of Environmental Conservation standards, if applicable, and to such standards as may be established by the Planning Board.

10) A one- or three-line electrical diagram detailing the entire Solar Energy System layout, including the number of Solar Panels in each groundmount array, solar collector installation, associated components, inverters, electrical interconnection methods, and utility meter, with all National Electrical Code compliant disconnects and over current devices. The diagram should describe the location and layout of all Battery Energy Storage System components if applicable and should include applicable setback and other bulk and area standards.

11) A preliminary equipment specification sheet that documents all proposed Solar Panels, system components, mounting systems, racking system details, and inverters that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of a building permit.

12) A Property Operation and Maintenance Plan that describes:

- i. Continuing site maintenance anticipated dual-use, and property upkeep, such as mowing and trimming.
- ii. If applicable, plans for dual-use on the site, including the crops that will be produced and a project-specific strategic grazing management plan of 3-to-7-year duration for the class(es) of livestock intended for the solar project.
- iii. If applicable, a grazing management plan that addresses herd size, forage availability, time of year, acreage to be grazed, weather conditions, and producer requirements.
- iv. Restrictions on the use of fertilizer or herbicide for long-term operation and site maintenance.
- v. Scheduled upkeep of screening vegetation planted as part of the screening and visual impact mitigation plan.

13) A Decommissioning Plan (see Attachment 1) signed by the owner and/or operator of the Solar Energy System shall be submitted by the applicant. The decommissioning plan shall address the following:



- i. The time required to decommission and remove the Solar Energy System and any ancillary structures.
- ii. The time required to repair any damage caused to the property by the installation and removal of the Solar Energy System.
- iii. The cost of decommissioning and removing the Solar Energy System, as well as all necessary site remediation or restoration.
- iv. The provision of a decommissioning security which shall adhere to the following requirements:
  - a) The deposit, executions, or filing with the Town of Veteran Clerk of cash, bond, or other form of security reasonably acceptable to the Town of Veteran attorney and/or engineer, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restorations of the site subsequent to the removal.
  - b) The amount of the bond or security shall be 115% of the cost of removal and site restoration for the Tier 2 or 3 Solar Energy System and shall be revisited every 5 years and updated as needed to reflect any changes (due to inflation or other cost changes). The decommissioning amount shall be reduced by the amount of the estimated salvage value of the Solar Energy System.
  - c) In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The cash deposit, bond, or security shall remain in full force and effect until restoration of the property as set forth in the decommissioning plan is completed.

14) A Host Community Agreement (see Attachment 2) signed by the owner and/or operator of the Solar Energy System shall be submitted by the applicant. The Host Community Agreement shall address the following:

- i. The reimbursement of professional services rendered to the Town as required by the Professional Services reimbursement Local Law (Town of Veteran Local Law 1-2010).
- ii. The establishment and replenishment of an escrow account for construction inspections.
- iii. The payment of a Host Community Fee to the Town. The Host Community Fee is intended to provide for mitigation of adverse

environmental impacts identified during the SEQRA process and other community concerns.

C. Special Use Permit Standards. The Town Board may issue a special use permit for a Tier 3 Solar Energy System only after it has found that all the following standards and conditions have been satisfied:

1) Underground Requirements. All utility lines located outside of the Facility Area shall be placed underground to the extent feasible and as permitted by the serving utility, with the exception of the main service connection at the utility company right-of-way and any new interconnection equipment, including without limitation any poles, with new easements and right-of-way.

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

3) Signage.

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

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

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

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

6) Multiple lots. At the discretion of the Town Board, where a Tier 3 Solar Energy System's Facility Area comprises multiple lots (regardless of ownership by an individual or multiple participating landowners), the combined lots may be treated a single lot for the purposes of applying specific standards and requirements, including but not limited to lot size and setback requirements.

7) Lot size. The property on which the Tier 3 Solar Energy System is placed shall meet the lot size requirements of the underlying zoning district.

8) Setbacks. The Tier 3 Solar Energy Systems shall comply with the setback requirements of the underlying zoning district for principal structures. Fencing, collection lines, access roads and landscaping may occur within the setback. In addition, all Tier 3 Solar Energy Facilities shall maintain a 250 foot setback from

property lines or the boundary of the Conservation Overlay District, whichever is greater.

9) Height. The Tier 3 Solar Energy Systems shall comply with the building height limitations for principal structures of the underlying zoning district. This height requirement can be waived by the Town Board if the panels are being raised to accommodate continued or new agricultural purposes.

10) Lot coverage. Tier 3 Solar Energy Systems are exempt from the lot coverage requirements in the underlying zoning district.

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

#### 12) Screening and Visibility

i. The applicant for a Tier 3 Solar Energy System shall be required to:

a) Conduct a visual assessment of the visual impacts of the Solar Energy System on public roadways and adjacent properties. At a minimum, a line-of-sight profile analysis shall be provided.

Depending upon the scope and potential significance of the visual impacts, additional impact analyses, including for example a digital viewshed report, shall be required to be submitted by the applicant.

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

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

#### 13) Environmental Resources

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

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

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

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

i. Tier 3 Solar Energy System located on Active Agricultural Land shall not exceed 50% of the area of the Active Agricultural Land within the Facility Area.

ii. To the maximum extent practicable, Tier 3 Solar Energy Systems located on active Agricultural Land shall be constructed, monitored, and decommissioned in accordance with the NYS Department of Agriculture and Markets' "Guidelines for Solar Energy Projects - Construction Mitigation for Agricultural Lands."

iii. The Town Board may waive or modify certain bulk and area standards that result in unintended consequence, if it finds that waiving those standards better protects agriculture and promotes continued agricultural use and alternative designs that protect more land.

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

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

All Tier 4 Solar Energy Systems are permitted through the issuance of a special use permit, and are subject to the site plan and special use permit application requirements established for Tier 3 Solar Energy Systems in Section 8, in addition to (or in some cases amended by) the following requirements:

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

B. Pre-Application Meeting.

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

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

C. Community Engagement Plan.

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

2) The Community Engagement Plan shall include:

i. Details of outreach strategies and activities that will be used to engage stakeholders and interested parties.

ii. Planned frequency of public events and strategies to ensure that events are widely attended by a representative cross section of community residents.

iii. Details of the direct benefits to the community.

iv. Details on past/planned engagement regarding payments in lieu of taxes agreements or host community agreements.

v. Describe local interests and concerns, including identifying plans to thoughtfully build support for and respectfully responding to any opposition.

vi. Identify strategies the Applicant will use to mitigate concerns raised by the public.

vii. Method for soliciting feedback and input from the public and the process for sharing feedback and responses publicly.

3) The Applicant shall publicly post the Community Engagement Plan in the Town Hall and its website.

#### D. Special Use Permit Standards

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

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

3) Tier 4 Solar Energy System components, equipment, and associated impervious surfaces shall occupy no more than 50% of the Active Agricultural Lands within the Facility Area.

4) A Tier 4 Solar Energy System may exceed the 50% Active Agricultural Land threshold if it incorporates an onsite activity or program which provides for the use of the land as a Farm Operation. Exceedance beyond the 50% threshold will only be allowed based on the Town Board's determination that the land is being used for a Farm Operation.

5) To the maximum extent practicable, Tier 4 Solar Energy Systems located on Active Agricultural Lands shall be constructed, monitored, and decommissioned in accordance with the NYS Department of Agriculture and Markets' "Guidelines for Solar Energy Projects - Construction Mitigation for Agricultural Lands."

### 10. Safety

A. Solar Energy Systems and Solar Energy Equipment shall be certified under the applicable electrical and/or building codes as required.

B. Solar Energy Systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department and, if the Tier 2 or 3 Solar Energy System is located in an ambulance district, the local ambulance corps.

C. If a Battery Energy Storage System is included as part of the Solar Energy System, they shall meet the requirements of any applicable fire prevention and building code when in

use and, when no longer used, shall be disposed of in accordance with the laws and regulations of the Town and any applicable federal, state, or county laws or regulations.

D. Where deemed necessary by the Town Board, the Applicant shall ensure emergency access to the Facility Area for local first responders by installing an emergency lock box or similar device, in a location subject to approval by the Fire Chief of the Town.

#### 11. Permit Timeframe and Abandonment

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

B. Upon cessation of electricity generation of a Solar Energy System on a continuous basis for 12 months, the Town may notify and instruct the owner and/or operator of the Solar Energy System to implement the decommissioning plan. The decommissioning plan must be completed within 12 months of notification.

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

#### 12. Enforcement

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

#### 13. Severability

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