

At the regular meeting of the Town Board of the Town of Elmira, Chemung County, New York held Monday September 15, 2025 at 7:00pm at 1255 West Water Street, Elmira, NY, there were present:

Supervisor	Ann Gerould
Deputy Supervisor	Ron Allison
Councilmember	Thomas Milliken
Councilmember:	Scott Bush
Councilmember	Albert Lucarelli

Others present

Town Clerk- Tammy Stein
Police Chief- Bob Richards
Community Center Director- Patty Carozza
Buildings and Grounds Keeper- Sean Coggins

Absent- Highway Superintendent- Matt Mustico
Code Enforcement Officer- Eric Crandall
Attorney- Scott Moore

Supervisor Gerould called the regular meeting to order at 7:00pm and lead attendees in the Pledge of Allegiance

Public Hearing

At 7:01 P.M. Town Supervisor, Ann Gerould read proof of publication of notice of August 29, 2025 of notice of public hearing to consider Local Law 1-2025, Camping. The hearing was declared open and anyone wishing to present written or oral comments in favor was invited to do so. When no one wished to speak in favor of Local Law 1-2025, Camping, those wishing to speak in opposition were invited to do so. When no one wished to speak in opposition of the Local Law 1-2025, Camping the hearing was declared closed at 7:05 P.M.

At 7:06 P.M. Town Supervisor, Ann Gerould read proof of publication of notice of August 29, 2025 of notice of public hearing to consider Local Law 2-2025, Domestic Partnership. The hearing was declared open and anyone wishing to present written or oral comments in favor was invited to do so. When no one wished to speak in favor of Local Law 2-2025, Domestic Partnership, those wishing to speak in opposition were invited to do so. When no one wished to speak in opposition of the Local Law 2-2025, Domestic Partnership the hearing was declared closed at 7:10 P.M.

Resolution #127-25

Minutes

By Mr. Bush

Seconded by Mr. Allison

Motion was made to approve the minutes of August 18, 2025 regular and September 8, 2025 workshop.

Aye- Gerould, Allison, Milliken, Bush, Lucarelli

No- None

Resolution #128-25**Audit of Bills****By Mr. Allison****Seconded by Mr. Milliken**

Resolved that all claims in the total amount of \$155,359.62 were audited and approved for payment when in funds.

Early Audit

General Fund	7,767.48
General Fund (outside village)	1,037.28
Highway Fund	88.05
Traffic Fund	1,182.23
Park Fund	<u>1,442.78</u>
	11,517.82

Regular Audit

General Fund	42,368.99
General Fund (outside Village)	2,488.18
Highway Fund	67,226.60
Light District 1	5,534.89
Light District 2	56.89
Light District 3	127.89
Light District 4	42.89
Light District 5	15.89
Traffic Fund	10,558.99
Park District	14,977.59
Trust & Agency	<u>433.00</u>
	143,841.80

Aye-Gerould, Allison, Milliken, Bush, Lucarelli

No- None

Resolution #129-25**Financial Report****By Mr. Bush****Seconded by Mr. Lucarelli**

Supervisor Gerould reviewed the Town's financial position as of August 31, 2025 and stated we are in a good financial position. The August 2025 bank statements and year-to-date financial reports were provided to the board. Motion was made to accept the Supervisor's report for August 2025.

Aye-Gerould, Allison, Milliken, Bush, Lucarelli

No- None

Communications

CC Sheriffs

RE: August 2025 statistics

Department Reports

Highway Superintendent- Matt Mustico was absent from the meeting. Supervisor Gerould informed the Town Board the paving is done and patching will start in the next few weeks. Fassett road paving and curbs are complete. They are working on hydroseeding. The salt barn is

up and full at East Hill. The East Hill furnace is being replaced. Supervisor Gerould explained the repeated issues with the new excavator.

Community Center Director- Patty Carozza stated that River Friends started doing educational talks at the Community Center and all are welcome. The last one was regarding trees. She discussed the plans for the tree lighting ceremony in December.

Buildings and Grounds Keeper- Sean Coggins gave a special thank you to Joe Mustico and Charlie Lechlitter for their help with the fields this summer. The water will be shut off on 9/19 to the park. Music in the park had a high attendance. Sean expressed his concern regarding household trash and items in the garbage cans and dumpsters.

Police Chief- Robert Richards read his report regarding the calls, arrests, and other incidents for August 2025. Chief Richards stated that they assisted outside agencies with 7 incidents and helped in the stop DWI 100 days of summer program.

Code Enforcement Officer- Eric Crandall was absent

Discussion

Supervisor Gerould discussed the Host agreement with the Town Board.

Councilmember Lucarelli expressed his concern regarding the parking when the Bhakti Marga has events stating that people are unable to see to pull out of driveways and intersections. Police Chief Richards addressed the parking issues

Councilmember Lucarelli asked about the homes purchased by the members and if they will be on the tax roll or tax exempt. Supervisor Gerould explained the process of being tax exempt.

Resolution #130-25

Adopt Local Law 1-2025, Camping

By Mr. Bush

Seconded by Mr. Lucarelli

Whereas a Public Hearing was held on Monday September 15, 2025 at 7:00pm, and
Whereas the purpose of this hearing is to hear public comments on the proposed Local Law 1-2025, Domestic Partnership Certification, and
Resolved the Town Board has approved Local Law 1-2025, Camping as follows:

Camping Local Law

Section 1.

Definitions

- a) “To Camp” means to set up or to remain in or at a campsite.
- b) “Campsite” means any place where bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established, or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.

- c) “Family Camping” means recreational camping by parents, legal guardians, and/or minor children including child guests for a limited duration on property where the family maintains a legal residence as homeowners or tenants.

Section 2. Camping Prohibited

- a) A person shall not occupy a campsite anywhere in the Town of Elmira except where otherwise defined as “family camping”.
- b) A person found in violation of this section may be immediately removed from the premises.

Section 3. Removal of Campsite on Public Property

- a) Upon discovery of a prohibited campsite, the Town of Elmira shall, if feasible, give notice of intent to remove the campsite to the Chemung County Department of Social Services.
- b) The West Elmira Police Department and the Department of Code Enforcement are authorized to remove the campsite and all personal property related thereto.
- c) When deemed appropriate by law enforcement or other first responders, individuals determined to be endangered or a danger to themselves or others may be transported to local medical facilities for evaluation.

Section 4. Penalties.

A person found in violation of this Article shall be subject to a fine not less than \$350.00 nor more than \$500.00 or by imprisonment of up to ninety (90) days or both; for a second violation of this Article within eighteen (18) months of the first violation, a person shall be subject to a fine of not less than \$750.00 nor more than \$1,000.00 or by imprisonment up to one (1) year or both. Each day any violation of this Article shall continue is a separate offense.

Section 5. Effective Date.

This local law shall take effect immediately upon adoption and publication according to law.

Aye- Gerould, Allison, Milliken, Bush, Lucarelli

No- None

Resolution #131-25

Adopt Local Law 2-2025, Domestic Partnership

By Mr. Lucarelli

Seconded by Mr. Bush

Whereas a Public Hearing was held on Monday September 15, 2025 at 7:00pm, and
Whereas the purpose of this hearing is to hear public comments on the proposed Local Law 2-2025, Domestic Partnership Certification, and
Resolved the Town Board has approved Local Law 2-2025, Domestic Partnership as follows:

Domestic Partnership Local Law

Section 1. Title.

This article shall be known and may be cited as the "Town of Elmira Domestic Partnership Local Law."

Section 2. Purpose.

- A. The town's interest in strengthening and supporting all caring, committed and responsible family forms has led to the definition and recognition of the "domestic partnership" (explained below) as a relationship and family unit that is deserving of official recognition.
- B. This article establishes a mechanism for the public expression and documentation of the commitment reflected by the "domestic partnership" whose members cannot or choose not to marry.
- C. It is appropriate and fair that certain of the societal privileges and benefits now accorded to members of a marriage be extended to those who meet the qualifications of a domestic partnership. The mechanism established by this article will facilitate the definition of those entitled to such privileges.

Section 3. Requirements.

A domestic partnership shall exist between two persons if the following is true:

- A. The persons are not related by blood closer than would bar marriage in the State of New York.
- B. Neither person is married.
- C. The persons are 18 years of age or older.
- D. The persons are competent to enter into a contract.
- E. The persons declare that they are each other's sole domestic partner.
- F. The persons currently share a primary residence and declare that they intend to continue to do so for the indefinite future.
- G. The persons are residents of Chemung County, New York.
- H. The persons declare that they are in a relationship of mutual support, caring and commitment and are responsible for each other's welfare. For these purposes, "mutual support" means that they contribute mutually to each other's maintenance and support.
- I. The persons agree to notify the town of any change in the status of their domestic partnership.
- J. The persons file a statement of domestic partnership as set forth in § 4.

Section 4. Statements of domestic partnership.

- A. Contents.
 - (1) Domestic partners may make an official record of their domestic partnership by completing, signing and submitting to the Town Clerk a statement of domestic.
 - (2) The statement shall be signed under penalty of perjury and shall include the date on which the persons became each other's domestic partners and the address of both partners. The domestic partnership statement shall further state that the domestic partners comply with the requirements of § 3 of this article.
- B. Amendment of domestic partner statement. Partners may amend the statement at any time in order to change an address by filing an amended statement.

- C. Termination of domestic partnership. Either member of a domestic partnership may terminate the domestic partnership by filing a termination statement with the Town Clerk. The person filing the termination statement must declare, under penalty of perjury:
 - (1) The domestic partnership is terminated; and
 - (2) A copy of the termination statement has been mailed to the other domestic partner.
- D. New statements of domestic partnership. No person who has filed a statement of domestic partnership may file another statement of domestic partnership until six months after a termination statement of a previous partnership has been filed with the Town Clerk.

Section 5. Filing of statements; fees.

Anyone who has signed a statement of domestic partnership may file it with the Town Clerk. The statement of domestic partnership, termination statement or amendment of domestic partnership statement shall not be deemed effective until filed with the Town Clerk according to the provisions of this article.

- A. Form of statements. All statements relating to domestic partnerships shall be notarized and executed as declaration, made under penalty of perjury. The Town Clerk shall provide forms as necessary to interested individuals.
- B. Fees for statements. The Town Clerk shall charge a fee of \$40.00 for the filing of a domestic partnership statement and a fee of \$5.00 for the filing of a termination statement. The payment of the above fee entitles the person filing a statement on behalf of the domestic partnership to two copies of the statement certified by the Town Clerk.

Section 6. Records.

The Town Clerk shall maintain adequate records of domestic partnership statements, showing which domestic partnerships have been created, terminated or amended.

Section 7. Limited effect.

This article is not intended to and does not make the New York Partnership Law applicable to domestic partnerships.

Section 8. Civil actions.

Any person defrauded by a false statement contained in a statement of domestic partnership, termination statement or amendment statement may bring a civil action for fraud to recover his/her losses.

Section 9. Town employee benefits.

In all town labor contracts, when determining when a current or past employee is entitled to take sick or bereavement leave or to receive health insurance or dental insurance benefits for the employee or the employee's family, a domestic partner of the employee, as established by this Article, shall be treated as if the domestic partner were the spouse of the employee.

Aye- Gerould, Allison, Milliken, Bush, Lucarelli

No- None

Resolution #132-25

Set date and time to approve the Tentative Budget for 2026

By Mr. Bush

Seconded by Mr. Milliken

Motion was made to set October 2nd at 4:00pm as a workshop to approve the Tentative Budget for 2026.

Aye- Gerould, Allison, Milliken, Bush, Lucarelli

No- None

Resolution #133-25

Approve Social Media Policy

By Mr. Milliken

Seconded by Mr. Lucarelli

Motion was made to approve a Social Media policy effective September 15, 2025 and have it added to the employee handbook as well as distributed to all current employees. The social media Policy will read as follows:

Social media can be an indispensable tool for local government communication and it can be much more than a digital presence for the Town. We have chosen to utilize Facebook with the following goals in mind:

- Efficient and cost-effective communication of critical information and policies
- Increased public trust
- Community engagement
- Crisis communication

Employees of the Town have a responsibility to maintain a professional public presence.

Employees are expected to be familiar with the Social Media Guidelines detailed below and to be aware that failure to follow these guidelines could result in disciplinary action, possibly including termination of employment.

Social Media is an internet-based communication tool where users can post text, photos, videos, and other information to their networks on platforms like Facebook, Instagram and TikTok.

The Town recognizes that situations involving Social Media are not always clear-cut, and that it is not possible for a policy to anticipate and directly address every question or scenario that might arise. The Town Supervisor is available to answer any questions employees may have regarding the acceptable uses of Social Media.

Personal use of Social Media while at work is prohibited.

Any conduct that adversely affects job performance, the performance of co-workers, or otherwise adversely affects employees or public officials of the Town may result in disciplinary action up to and including termination.

The Town prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee will be subject to discipline, up to and including termination.

The majority of Town employees do not have Social Media responsibilities related to their position with Town though are expected to review and abide by the following guidelines:

- Employees of the Town have an obligation to maintain a professional image to the community while at work and are encouraged to do so away from work. Many employees maintain personal Social Media pages on Facebook, LinkedIn, etc. to express thoughts, feelings, or to just communicate with others. When communicating as an individual on a personal Social Media site, people may perceive the individual to be talking on behalf of

the Town. Unless specifically instructed, employees are not authorized to speak on behalf of the Town and may not represent that they are communicating views on behalf of the Town.

- Do not post Town internal reports, policies, procedures, and other internal business-related confidential communications and information. Employees may not disclose any confidential information relating to the Town's vendors, suppliers, employees, officials, or contractors, including but not limited to business and financial or personnel information. Unauthorized disclosure or communication of the above information will be viewed seriously and could be grounds for immediate termination.
- Employees should feel free to accept or ignore invitations from co-workers, supervisors, subordinates, vendors, retailers, reporters, or others to become Facebook friends, or to connect on LinkedIn or to join any other social networking groups. Employees should use good judgment in inviting co-workers, supervisors, subordinates, vendors, retailers, reporters, officials, or others to connect on these sites. If connections are made, content should remain professional and appropriate for viewing by these individuals at all times. Notwithstanding the above, nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment. Nor is it meant to imply any restriction or diminishment of an employee's right to appropriately engage in protected concerted activity under state or Federal law, including but not limited to protected communications on non-work time. Town employees have the right to engage in or refrain from such activities as they choose.

The Town Supervisor is responsible for authorizing users to communicate on the Town's Social Media. Only designated users can post content on the Town Social Media sites. Designated users are directly responsible for Social Media as part of their job responsibilities, and are required to read and abide by the above guidelines along with the following:

- All content must be related to Town services and related activities. All postings should be created to promote a positive image of the Town.
- Communications should be clear, concise and informative. Even the most well-meaning and circumspect communication can be misunderstood or taken out of context by a reader. Humor and irony can be easily misinterpreted. Always respect the privacy of co-workers and consider whether posted content may be considered disparaging, embarrassing, mocking or hurtful by those who see it, or damaging to the reputation of any person or organization. Be cautious and sensitive about linking to content because redirecting to another site may imply an endorsement of its content.
- Designees are to refrain from posting any written content, photos or videos that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages anyone, and might constitute harassment or bullying.

- Designees shall not create conversational dialogue on the Town site. Postings may be removed if inflammatory or in other ways derogatory.

Aye- Gerould, Allison, Milliken, Bush, Lucarelli

No- None

Resolution #134-25

Appoint James Carozza as substitute Crossing Guard

By Mr. Allison

Seconded by Mr. Lucarelli

Motion was made to appoint James Carozza as a substitute Crossing Guard effective September 15, 2025 at a rate of \$26.29/ day.

Aye- Gerould, Allison, Milliken, Bush, Lucarelli

No- None

Resolution #135-25

Reappoint Alice Davis as Board of Assessment Review member

By Mr. Bush

Seconded by Mr. Allison

Motion was made to reappoint Alice Davis as a Board of Assessment Review member with a term ending 9/30/2030.

Aye- Gerould, Allison, Milliken, Bush, Lucarelli

No- None

Resolution #136-25

Approve Host agreement with Hillcrest Solar, LLC (Carson Powers)

By Mr. Bush

Seconded by Mr. Lucarelli

WHEREAS, Company are developing one solar energy generating project (the “Project”) in the Town at 200 W Hill Road (S.B.L. No. 78.00-1-16.11) (collectively the “Property”); and
WHEREAS, in connection with the Project, the Company wish to support the Town’s efforts by providing support to its residents that is not available from tax dollars; and
WHEREAS, the Parties believe that their mutual interests will be served by the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Article 1, Definitions

The terms of this Agreement shall have the meanings ascribed to them herein, for all purposes of this Agreement, unless the context clearly indicates some other meaning. Words in singular shall include the plural and words in the plural shall include the singular where the context so requires.

“**Agreement**” means this Host Community Agreement and any and all exhibits or schedules attached hereto.

“**Commercial Operation Date**” or “**COD**” means the date on which the Project produces at least 4 hours of continual electrical generation following approval of the utility to operate the Project.

“**Parties**” shall mean the Company and the Town.

“**Project**” shall mean the solar energy systems owned by the Company in the Town that is the subject of this Agreement.

“**State**” means the State of New York

Article II, Representations and Warranties

Section 2.1 Town Representatives and Warranties

The Town represents, warrants, and agrees as follows:

- a. Existence and Good Standing. The Town is a validly existing political subdivision of the State of New York.
- b. Approval and Authorization. The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town Board has duly authorized the execution and delivery of this Agreement and the Town's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms. A copy of the Town Board's resolution approving this Agreement and authorizing its execution by the Town Supervisor is attached hereto as **Exhibit A**.
- c. Signatory. The Town represents and warrants that the Town Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board, at a public meeting thereof, and the Town Supervisor, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Town.

SECTION 2.2 COMPANY REPRESENTATIONS AND WARRANTIES.

The Company represents, warrant, and agree as follows:

- a. Existence and Good Standing. The Company is, and will continue to be throughout the term hereof, validly existing as limited liability Company authorized to do business within the State of New York.
- b. Approval, Authorization, and Enforcement. The Company has full power and authority to enter into this Agreement and to fully perform all of the duties and obligations hereunder. The Company is duly authorized to execute and deliver this Agreement and perform all of the duties and obligations contained herein.
- c. Signatory. The Company represents and warrants that its signatory, whose signature appears hereafter, is both duly authorized and empowered to execute and enter into this Agreement on behalf of the Company.
- d. All Statements True. No statement, information, representation, or

warranty of the Company contained in this Agreement or furnished by or on behalf of the Company in connection with the transactions contemplated contains any untrue statements of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

e. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

f. Other than the CPLR Article 78 Proceeding related to the Project (*John R. McGlenn, et al. v. The Planning Bd. of the Town of Elmira, et al.*, Index No. 2025-5447 (Sup. Ct. Chemung Cty.)), which was discontinued pursuant to a Stipulation signed by all parties and So-Ordered by the Court on August 7, 2025, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would materially diminish or adversely impact the Company's ability to fulfill the obligations under this Agreement.

Article III, Terms

SECTION 3.1 EFFECTIVE DATE.

This Agreement will become effective (the “**Effective Date**”) upon the execution by the Company and the Town. The Agreement will be in full force and effect from the Effective Date until the conclusion of the final payment by the Company made under this Agreement as provided in Section 4.1 below unless there is any provision that expressly survives termination, or until this Agreement is Terminated per Section 5.1 of this Agreement.

Article IV, HOST COMMUNITY PAYMENTS

SECTION 4.1 PAYMENT.

a. Payment of Annual Fee. The Company shall make annual payments to the Town for a twenty-five (25) year period commencing on the date of the first Host Community Fee payment and ending on the twenty-fourth consecutive fiscal year following the Commercial Operations Date (the “COD”) as further described in Exhibit

B. The first annual payment shall be in the amount of One thousand five-hundred dollars (\$1,500.00) per Megawatt of Capacity payable to the Town (the “**Host Community Fee**”). Thereafter, the Host Community Fee shall escalate by three percent (3%) per year. At year six, the Host Community Fee shall increase to two-thousand five hundred dollars (\$2,500.00) per Megawatt of Capacity. Thereafter, Host Community Fees shall escalate by three percent (3%) per year. Based on the Capacity of 4.6 Megawatts AC, the Host Community Fees to be paid by the Company to the Town during the term of this Agreement shall be as listed in Exhibit B.

b. Due Date. The first Host Community Fee payment under this Agreement shall be due no later than 30 days following the Commercial Operation Date (the “**COD**”) of the Project. Thereafter, the Host Community Fee payment shall be due no later than 30 days following the anniversary of the COD each year, until this Agreement is Terminated per Section 5.1 of this Agreement.

c. Payee. Amounts payable under this Agreement shall be made payable to the Town and sent or otherwise delivered to the Tax Collector at 1255 W. Water Street, Elmira, NY 14905, or to another official of the Town or otherwise at such other address as the Town may notify the Company in writing.

d. Purpose. The Town confirms that the Host Community Fee payable by the Company hereunder will constitute revenues for the following public purposes: any legally authorized purpose as set forth under General Municipal Law. The Town agrees to expend the Host Community Fee annual payments for such public purposes.

SECTION 4.2 LATE PAYMENT.

Any Host Community Fee not paid as of the date due shall be deemed late without any requirement of notice from the Town. Late fees shall be assessed at a rate of two percent (2%) for the first month or a portion of a month due, and one percent (1%) for each subsequent month or a portion of a month on the original amount outstanding, until the Host Community Fee is paid.

SECTION 4.3 NO OFFSET.

No payment due under this Agreement shall be offset against any other fee, payment, tax, or payment in-lieu-of-taxes due under any other agreement, even in the event that any federal, state, county or local law is enacted which would otherwise allow the Company to reduce or otherwise discontinue such payments.

Article V

SECTION 5.1 TERMINATION.

This Agreement shall terminate upon the earlier of (a) full payment of all twenty-five (25) annual Host Community Fee payments to the Town or (b) full cessation of operation and decommissioning of the Project, unless otherwise terminated by the written agreement of the Parties hereto.

Article VI

SECTION 6.1 NOTICE OF BREACH.

In any case where either Party breaches this Agreement, the non-breaching Party shall provide written notice to the breaching Party of such breach ("**Notice of Breach**"). Company

SECTION 6.2 COMPANY RIGHT TO CURE.

In the event the Company fails to pay the Host Community Fee by the date due under this Agreement (a "**Monetary Breach**"), the Town Board shall provide a written Notice of Breach for the alleged Monetary Breach specifying the details of the alleged Monetary Breach and the amount due. The Company shall cure any Monetary Breaches within thirty (30) days after receipt of such Notice of Breach.

The Company shall have the right to cure any breach other than a Monetary Breach and must cure such breach within thirty (30) days of its receipt of a Notice of Breach, in which event the Town shall give the Company an additional sixty (60) days to cure, provided the Company has commenced a cure and proceeded diligently to affect such cure.

SECTION 6.3 REMEDIES CUMULATIVE.

Upon the occurrence and during the continuance of a Monetary Breach, and following the expiration of the cure period pursuant to Section 6.2, the Town shall be entitled to sue to enforce this Agreement and to recover any payment(s) in default from the Company, together with all the reasonable costs and expenses of the Town paid or incurred in such recovery (including court costs and reasonable attorneys' fees).

No remedy herein conferred upon or reserved to the Town is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any breach shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

SECTION 7.1 SEVERABILITY.

If any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative or unenforceable by any court or regulatory authority of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable law.

SECTION 7.2 REFORMATION.

Notwithstanding the foregoing, if any clause, provision, section or article of this Agreement, or a portion thereof, is held invalid, inoperative, or unenforceable by any court or regulatory authority of competent jurisdiction, the Parties shall:

- a. Promptly meet and negotiate a substitute for such clause, provision, section or article, which will to the greatest extent legally permissible, effect the original intent of the Parties therein.
- b. Negotiate such changes in, substitutions for, or additions to the remaining provisions of this Agreement as may be necessary to effect the original intent of the Parties in the clause, provision, section or article declared invalid.

Article VIII NOTICES

SECTION 8.1 NOTICES.

All notices, demands, requests, consents, or other communications provided for or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed, communicated by electronic mail, or delivered to the Parties at the respective address set forth below:

- a. Notices to the Town:

Town Supervisor
Town of Elmira
1255 W. Water Street
Elmira, NY 14905

- b. Notices to the Company

Hillcrest Solar LLC
c/o Nexamp Inc.
101 Summer Street, 2nd Floor
Boston, Massachusetts 02110

All such notices, demands, requests, consents, or other communications shall be deemed to have

been duly given when transmitted by electronic copy or personally delivered or, in the case of a mailed notice, upon receipt, in each case addressed as aforesaid. Each of the Parties may from time to time change its address for notices by providing notice of such change to the other Parties given in accordance with this Section.

Article IX

Miscellaneous

SECTION 9.1 NO WAIVER.

The failure of any Party to insist on the strict performance of any term or provision hereof will not be deemed a waiver of the right to insist on strict performance of any other term or provision, nor will it be deemed a waiver of any subsequent breach. Unless specifically stated, the selection of any specific remedy hereunder or under the Local Law by either Party shall not be deemed an election of remedies limiting either Party's right to seek any other remedy otherwise allowed by this Agreement or the Local Law.

SECTION 9.2 APPLICABLE LAW AND VENUE.

This Agreement will be governed by the laws of the State of New York. Venue for any dispute arising under this Agreement and not settled by mediation shall be solely in the New York State Supreme Court for the county in which the Project is located.

SECTION 9.3 NO RECOURSE.

All obligations of the Parties contained in this Agreement shall be deemed to be the corporate obligations of the respective Parties, their successors and assigns, and not obligations of any member, officer, director, official, agent, servant, employee, or affiliate of the Parties. No recourse upon any obligation contained in this Agreement, or otherwise based on or in respect of this Agreement, shall be had against any past, present, or future member, officer, director, official, agent, servant, employee, or affiliate of the Parties.

SECTION 9.4 ENTIRE AGREEMENT.

Unless supplemented or otherwise amended in writing by the Town and the Company in accordance with the laws of the State, this Agreement constitutes the Parties' entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

SECTION 9.5 AMENDMENT.

No amendment, modification or alteration of the terms or provisions of this Agreement

shall be binding unless the same shall be in a writing that specifically references this Agreement and that is duly executed by the Parties.

SECTION 9.6 BINDING EFFECT.

This Agreement shall inure to the benefit of and shall be binding upon each of the Parties and, as permitted by this Agreement, their respective successors and permitted assigns.

SECTION 9.7 HEADINGS.

The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction hereof.

SECTION 9.8 ASSIGNMENT BY TOWN.

Except in the context of financing or securitizing revenues from the Project under this Agreement, the Town may not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the Company and any such transfer or assignment shall be null and void and of no force and effect. The Company shall cooperate with the Town from time to time, including, without limitation, by entering into a consent and assignment or other agreements with the Town and the financing parties involved with any such financing or securitization in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by the involved financing parties.

SECTION 9.9 ASSIGNMENT BY COMPANY.

The Company may, without the consent of the Town: (a) assign this Agreement to any (x) purchaser or successor in and to the Project, (y) affiliate or subsidiary of the Company that is controlled by, controlling or under common control with the Company, or (z) persons or entities providing financing for the Project ("**Lender**", and such purchaser, affiliate, and Lender are collectively defined as a "**Successor**"), provided such Successor assumes and agrees to be bound by this Agreement by executing and submitting to the Town a notice of assignment and assumption of this Agreement at least thirty days prior to any assignment, and (b) pledge, encumber, hypothecate, mortgage, grant a security interest in and collaterally assign this Agreement to any to any Lender as security for the repayment of any indebtedness and/or the performance of any obligation whether or not such obligation is related to any indebtedness (a "**Lender's Lien**"). A

Lender shall have the absolute right to: (a) assign its Lender's Lien; (b) take possession of and operate the Property or any portion thereof solely in accordance with the Company's rights under this Agreement and perform any obligations to be performed by Company or a Successor hereunder; or (c) exercise any rights of Company hereunder. The Town shall cooperate with the Company, its affiliates, any Successor from time to time, including, without limitation, by entering into a consent and assignment or other agreements with such Successor and the

Company in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Successor, including execution of a consent to the assignment of this Agreement. In the event this Agreement is assigned to a Successor, the Company shall have no further obligations hereunder, except for any obligations outstanding on the date of the transfer, but only if the Successor has in writing confirmed its acceptance of its obligations and Successor is not in breach of its obligations under this Agreement. Nothing herein shall limit in any way the right of the owners of the Company to sell or otherwise transfer (including by merger or consolidation with any other entity) all or a portion of their ownership interests in the Company.

SECTION 9.10 COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Aye- Gerould, Allison, Milliken, Bush, Lucarelli

No- None

Public Comments

Shannon Stemerman, Chatham Lane expressed her concerns regarding Bhakti Marga, property values, noise levels, increased traffic and the number of big events that will be held at the temple.

Dave Labato, Evergreen spoke about the asbestos in the Bhakti Marga building asking if has been rectified.

Joe Coletta, Hendy Ave spoke about the environmental impact study being done and spoke about the difference in the who was there when it was Lordes compared to now.

Frank Messina, Larchmont Rd. spoke about the tax breaks when members buy homes and would like to see a contract be done.

Kimberly Westcott, Chatham Lane spoke about the parking issues during these events, the home values, and her feeling like she'd being stalked.

Motion was made by Councilmember Allison at 7:55pm and seconded by Councilmember Lucarelli to adjourn the regular meeting. All in favor, Motion Carried

Tammy Stein, Town Clerk