

APPROVAL OF MINUTES

2025-211
Gary Brinn **Act on resolution dispensing with the minutes of the regular Meeting held on Monday, July 14, 2025.**

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PERSONNEL ACTIONS

2025-212
Nan Moss **Receive communication from the City Manager and act on resolution reporting the Personnel Actions for the City of Elmira, whereby Abdallah W. Hassan has elected to resign from his position as Police Officer, effective July 16, 2025.**

RESOLUTIONS

2025-213
Gary Brinn **Resolution Authorizing Submittal of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes Grant Application Under the 2025 Notice of Funding Opportunity.**

ORDINANCE

2025-214
Joseph Duffy **Act on Ordinance to Amend Chapter 25, Article VI, Section 25-101(b) of the Code of Ordinances of the City of Elmira, as Amended.**

AGREEMENTS

2025-215
Corey Cooke **Act on resolution approving the extension of the PILOT agreement between the City and Eastgate Apartments/Home Leasing under the same terms and conditions as set forth in the current PILOT agreement to not later than August 1, 2026.**

2025-216
Mayor Mandell **Act on resolution accepting and awarding a contract to Nielsen Ford of Morristown, Inc., the lowest bidder**

meeting all bid specifications as outlined on the attached bid summary sheet, to purchase a 2025 Ford Interceptor Police Utility Vehicle at a cost of \$45,322.12 for the Police Department's new K-9 Program utilizing grant funds awarded from the Chemung County District Attorney's Office to the City and authorizing the Mayor to execute all necessary documents to effect the purchase; said documents subject to Corporation Counsel approval.

2025-217
Mayor Mandell

Receive communication from the City Manager and act on resolution approving an intermunicipal agreement between the County and City regarding Gun Involved Violence Elimination XII (GIVE) Initiative Project Grant for the term retroactively to July 1, 2025 through June 30, 2026, a copy of which is attached hereto and made a part hereof and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.

2025-218
Gary Brinn

Receive communication from the City Manager and act on resolution approving the creation of an Assistant Fire Marshal position in the City's Fire Department and approving the written Memorandum of Understanding (MOU) between the City and Local 709, IAFF, AFL-CIO of the Elmira Fire Department creating said position, a copy of which is attached hereto and made a part hereof and authorizing the Mayor to sign the MOU.

2025-219
Mayor Mandell

Receive communication from the City Manager and act on resolution approving a solar Lease Agreement between the City and Reify Solutions, Inc. regarding installation of a solar project on certain City properties, a copy of said agreement is attached hereto and made a part hereof, and authorizing the Mayor to execute the Lease Agreement; said Agreement subject to Corporation Counsel approval.

OVERTIME REPORTS

2025-220
Gary Brinn

Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 10 and 11 of 2025 in the amount of \$21,478.40.

2025-221

Receive communication from the City Manager and act on

Joseph Duffy

resolution reporting the overtime for the Elmira Fire Department for pay periods 12 and 13 of 2025 in the amount of \$41,484.00.

AUDITS

2025-222

Nan Moss

Act on Lead Hazard Reduction Grant Program Audit.

2025-223

Corey Cooke

Act on Community Development Block Grant Program Audit.

2025-224

Mayor Mandell

Act on Audit.

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2025-225

Joseph Duffy

Act on resolution to adjourn.

Respectfully Submitted,



Christina C. Rodriguez
City Clerk

Elmira City Council

Agenda Summary: Act on resolution dispensing with the minutes of the regular Meeting held on Monday, July 14, 2025.

Resolution Number: 2025-211

Sponsor: Gary Brinn

ATTACHMENTS

[Beginning July 28.docx](#)

July 28, 2025

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held in Council Chambers in said City of Elmira, this 28th day of July, 2025.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2025- _____

By Councilmember: _____

RESOLVED, that the reading of the minutes of the Regular Meeting held July 14, 2025, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution reporting the Personnel Actions for the City of Elmira, whereby Abdallah W. Hassan has elected to resign from his position as Police Officer, effective July 16, 2025.

Resolution Number: 2025-212

Sponsor: Nan Moss

ATTACHMENTS

[Personnel Actions July 28.docx](#)

July 28, 2025

**FOR THE AGENDA
COMMUNICATION**

To the Honorable Mayor and Councilmembers

Dear Councilmembers:

This is to announce the personnel actions for the City of Elmira whereby:

HASSAN, ABDALLAH W. has elected to resign from his position as Police Officer, effective July 16, 2025.

Respectfully submitted,

P. Michael Collins
City Manager

July 28, 2025

RESOLUTION

2025 - ____

By Councilmember: _____

RESOLVED, that the communication from the City Manager announcing the personnel actions for the City of Elmira whereby Abdallah W. Hassan, has elected to resign from his position as Police Officer, effective July 16, 2025; and be it further

RESOLVED, that the personnel actions for the City of Elmira be received and placed on file.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Resolution Authorizing Submittal of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes Grant Application Under the 2025 Notice of Funding Opportunity.

Resolution Number: 2025-213

Sponsor: Gary Brinn

ATTACHMENTS

[2025 Lead Grant Resolution.docx](#)

July 28, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

I am pleased to announce the United State Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes released a Notice of Funding Opportunity for state and local governments to seek grant funds to protect children and families from lead-based paint and health hazards.

By adoption of the attached resolution, the City Council authorizes a grant submittal for funding under the program.

Respectfully yours,

P. Michael Collins

City Manager

July 28, 2025

RESOLUTION NO. 2025 - _____

RESOLUTION AUTHORIZING SUBMITTAL OF HOUSING AND URBAN DEVELOPMENT OFFICE OF LEAD HAZARD CONTROL AND HEALTHY HOMES GRANT APPLICATION UNDER THE 2025 NOTICE OF FUNDING OPPORTUNITY

By Councilmember _____ :

WHEREAS, the U.S. Department of Housing and Urban Development (HUD), Office of Lead Hazard Control and Healthy Homes (OLHCHH) released a Notice of Funding Opportunity on June 30, 2025, announcing the availability of Three Hundred and Sixty-Four Million, Five Hundred Thousand, and Zero Hundredths Dollars (\$364,500,000.00) for state and local governments to seek funding to protect children and families from lead-based paint and other home health hazards; and

WHEREAS, for the purpose of both improving public health outcomes and neighborhood revitalization and stabilization, it is deemed in the best interest of the City of Elmira to apply for funding through this program; and

WHEREAS, the City of Elmira, New York intends to apply for \$Two Million, Two Hundred and Forty-Three Thousand, Six Hundred and Sixteen Dollars and Zero Hundredths (\$2,243,616.00) for lead hazards and Five Hundred Thousand (\$500,000) in Healthy Homes Supplemental Funding, and all such funds will be administered by the City of Elmira's Department of Community Development; and

NOW, THEREFORE, BE IT RESOLVED, that the communication from the City Manager announcing new funding from the U.S. Department of Housing and Urban Development be received and placed on file; and

BE IT FURTHER RESOLVED, that the City Council of the City of Elmira, New York does hereby express its intent to apply for the Lead Hazard Reduction and Healthy Homes Program and authorizes the City, by its Community Development Director, to submit the required application for said funding.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Act on Ordinance to Amend Chapter 25, Article VI, Section 25-101(b) of the Code of Ordinances of the City of Elmira, as Amended.

Resolution Number: 2025-214

Sponsor: Joseph Duffy

ATTACHMENTS

[ord amend section 25-101\(b\) school speed zones 78.2025.docx](#)

July 28, 2025

ORDINANCE
NO. 2025 - _____

An Ordinance to Amend Chapter 25, Article VI, Section 25-101(b) of the Code of Ordinances of the City of Elmira, as Amended

By Councilmember _____:

BE IT ORDAINED by the Council of the City of Elmira, duly convened in regular session this 28th day of July, 2025, as follows:

Section 1. Section 25-101(b) of Chapter 25, Article VI of the Code of Ordinances be and hereby is amended as follows:

CHAPTER 25
ARTICLE VI
SPEED REGULATIONS

Sec. 25-101. School speed zones

(b) The following schools are located within the City limits:

Thomas K. Beecher School
Ernie Davis Academy
George M. Diven School
Elmira Christian Academy
Finn Academy
Parley Coburn School
Riverside School
J. Sloat Fassett School
Elmira High School

Section 2. All ordinances and parts of ordinances heretofore passed which are in conflict or are inconsistent with any provision or provisions of this ordinance are hereby repealed.

Section 3. Effective Date. This ordinance shall take effect immediately upon adoption and publication according to law.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Act on resolution approving the extension of the PILOT agreement between the City and Eastgate Apartments/Home Leasing under the same terms and conditions as set forth in the current PILOT agreement to not later than August 1, 2026.

Resolution Number: 2025-215

Sponsor: Corey Cooke

ATTACHMENTS

[resolution_home_leasing_eastgate_apts_PILOT_extension_7.28.2025.docx](#)

July 28, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

WHEREAS, Home Leasing is the property manager for Eastgate Apartments; and

WHEREAS, the City currently has a PILOT agreement with Eastgate Apartments; and

WHEREAS, by Resolution No. 2024-197, the PILOT agreement was extended for one year while Home Leasing continues to work with a State agency to refinance Eastgate Apartments community;

WHEREAS, Eastgate/Home Leasing is requesting a second extension of the PILOT agreement under the same terms and conditions set forth therein to a date Home Leasing closes on its purchase of Eastgate Apartments in 2026, but not later than August 1, 2026, at which time the City and Home Leasing will enter into discussions for a new PILOT;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the extension of the PILOT agreement between the City and Eastgate Apartments under the same terms and conditions as set forth in the current agreement to the date in 2026 on which Home Leasing acquires title to Eastgate Apartments but not later than August 1, 2026.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Act on resolution accepting and awarding a contract to Nielsen Ford of Morristown, Inc., the lowest bidder meeting all bid specifications as outlined on the attached bid summary sheet, to purchase a 2025 Ford Interceptor Police Utility Vehicle at a cost of \$45,322.12 for the Police Department's new K-9 Program utilizing grant funds awarded from the Chemung County District Attorney's Office to the City and authorizing the Mayor to execute all necessary documents to effect the purchase; said documents subject to Corporation Counsel approval.

Resolution Number: 2025-216

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution accepting mini-bid interceptor policy utility vehicle for k-9 program Nielson Ford 7.28.2025.docx](#)
[MB-346 2024-2025 Ford Interceptor - EPD K9 Program vehicle.pdf](#)

July 28, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____ :

WHEREAS, by Resolution No. 2025-158, City Council authorized the City Chamberlain to accept grant funds awarded from the Chemung County District Attorney’s Office to the City in the amount of \$122,095.00 for the benefit of the Elmira Police Department (EPD) to help local law enforcement efforts to disrupt the supply of illegal fentanyl; and

WHEREAS, a portion of the grant funds was to be utilized to establish an EPD new K-9 Program, which included a specialized vehicle for the K-9 Program; and

WHEREAS, MB-346 2024-2025 Ford Interceptor Police Utility Vehicle bids were opened June 30, 2025; and

WHEREAS, the Police Chief recommends accepting the lowest bid from Nielsen Ford of Morristown, Inc.;

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, NY, hereby accepts and awards a contract to Nielsen Ford of Morristown, Inc., the lowest bidder meeting all bid specifications, as outlined on the attached bid summary sheet, in the amount of \$45,322.12 to purchase a 2025 Ford Interceptor Police Utility Vehicle for the EPD new K-9 Program; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute all necessary documents in order to effect the purchase of said vehicle from Nielsen Ford of Morristown, Inc.; said documents subject to approval by the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

MB-346 2024-2025 Ford Interceptor Police Utility Vehicle

Bid Opening: June 30, 2025 12:00 pm

Bidders:			
Scorpio Motors LLC dba Greenwich Ford	2026 Ford Interceptor K8A AWD	2026 Ford Interceptor K8A AWD	Nielsen Ford of Morristown Inc
Vehicle make, model, etc			2025 Ford Police IU K8D Oxford White AWD
Total Price for Mini-Bid	\$46,723.95	\$47,583.45	\$45,322.12

Agenda Summary: Receive communication from the City Manager and act on resolution approving an intermunicipal agreement between the County and City regarding Gun Involved Violence Elimination XII (GIVE) Initiative Project Grant for the term retroactively to July 1, 2025 through June 30, 2026, a copy of which is attached hereto and made a part hereof and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.

Resolution Number: 2025-217

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution gun involved violence elimination GIVE XII initiative project 2025-2026 7.28.2025.doc](#)
[Gun Involved Violence Elimination GIVE XII agmt 2025-2026.pdf](#)

July 28, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

By Resolution No. 2024-231, the Council approved an intermunicipal agreement between the County and the City regarding the Gun Involved Violence Elimination XI (GIVE) Initiative Project, which term expired June 30, 2025. The GIVE initiative provides state funding to local law enforcement agencies for equipment, overtime, personnel, and provides comprehensive, focused training and technical assistance to those agencies. The Division of Criminal Justice Services has awarded the GIVE XII Project Grant to the Elmira Police Department for the term retroactive to July 1, 2025 through June 30, 2026 in the amount of \$232,962.00.

The following resolution authorizes the intermunicipal agreement with respect to the GIVE XII Project and authorizes the Mayor to execute the intermunicipal agreement.

Respectfully yours,

P. Michael Collins
City Manager

July 28, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement between County of Chemung and the City of Elmira pertaining to the County’s and City’s participation in the Gun Involved Violence Elimination XII (GIVE) Project Grant, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve an intermunicipal agreement between the County of Chemung and the City of Elmira regarding the Gun Involved Violence Elimination XII (GIVE) Initiative Project Grant for the term retroactive to July 1, 2025 through June 30, 2026, a copy of which is attached hereto and made a part hereof; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute said agreement; said agreement subject to the approval of Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this day of , 2025 by and between the **CITY OF ELMIRA, NEW YORK**, a New York municipal corporation, its departments and agencies, with its principal office at 317 East Church Street, Elmira, New York 14901("City");

and

the **COUNTY OF CHEMUNG, NEW YORK**, a New York municipal corporation, its departments and agencies, with its principal offices at 203 Lake Street, Elmira, New York 14901 ("County"), to collectively combat increased gun and violent crime within the City and County.

WITNESSETH:

WHEREAS, the Legislature and Governor of the State of New York have proposed initiatives to "improve the efficiency of local governments" by means of consolidation of municipal services; and

WHEREAS, the City and the County heretofore have engaged in preliminary actions to consolidate personnel and services to achieve mutual goals to streamline municipal operations, and reduce costs and improving the effectiveness of municipal operations; and

WHEREAS, the City and the County desire to continue the consolidation and responsibility of personnel, lines of authority and responsibility for the County's Consolidated Buildings and Grounds, and Public Works departments; and

WHEREAS, the undersigned agencies agree to continue to participate in the Gun Involved Violence Elimination XII (GIVE XII) Initiative Project (hereinafter referred to as "Project GIVE XII ") in Chemung County. This agreement solidifies our commitment to work together as the Project GIVE XII partnership (hereinafter referred to as "Partnership"), pooling our resources and expertise to combat crime.

WHEREAS Each agency is contractually required to meet various requirements, which are closely monitored by the Division of Criminal Justice Services (DCJS) staff. Non-compliance with any of the requirements may result in the GIVE XII award contract being placed in "stop payment" status until the delinquent measure is brought into compliance. See attached "Exhibit B: 2025-2026 Gun-Involved Violence Elimination (GIVE) Comprehensive Plan Proposal Guidance Document".

WHEREAS, the intent of this agreement is to set forth each party's rights, obligations, and responsibilities of performance.

NOW, THEREFORE, the City and County mutually agree as follows:

SECTION 1

PURPOSE AND TERM

The purpose of this Intermunicipal Agreement is to define the roles, responsibilities, and obligations of the participating municipalities with regard to the implementation of the Gun Involved Violence Elimination XII (GIVE XII) Initiative Project—grant program, the "Services."

The term of this Agreement shall be twelve (12) months from the effective date of 1st day of July, 2025 and expiring on June 30th 2026.

The municipalities agree to employ enforcement efforts, which is in the best interest of all funded parties, for the budget allocations are equitable with regard to activities being conducted under Project GIVE XII. The municipalities agree that the monetary distribution best suits the collaborative and synergistic approach to crime reduction throughout Chemung County.

SECTION II

CONSIDERATION

The total grant amount awarded for the GIVE XII Initiative project grant program is \$421,462.00. The City and County agree to each provide allocated initial funding on behalf of each participating department/agency in anticipation of the funds to be reimbursed by the Division of Criminal Justice Services (DCJS) Grant.

Each department/agency has developed a budget proposal outlining the allocation of funds for various program activities and agrees to maintain accurate and up-to-date financial records of the grant program.

In consideration of the "Services," the County and the City will provide the following (more described in Exhibit A: Budget Worksheet, attached hereto and incorporated by reference):

- | | | |
|------|--|---------------------|
| 1. | The City of Elmira Agrees to provide funding for \$232,962.00 | |
| a. | Elmira Police Department | \$232,962.00 |
| i. | Police Investigator — \$97,203.00 & \$94,510.00 totaling | \$191,713.00 |
| ii. | Overtime to Support Evidence-Based Strategies | \$20,249.00 |
| iii. | Overtime to Support Anti-Violence Coordinator | \$8,000.00 |
| iv. | Community/Youth Engagement Participation | \$6,000.00 |
| v. | GIVE related trainings and DCJS sponsored events | \$7,000.00 |

2.	The County agrees to provide funding for \$188,500.00.	
a.	Chemung County District Attorney's Office	\$54,500.00
	i. GIVE XII Initiative Prosecutor	\$40,000.00
	ii. Fringe Benefits	\$10,000.00
	iii. Stipend to Support Evidence-Based Strategies	\$2,000.00
	iv. GIVE related trainings and DCJS sponsored events	\$2,000.00
	v. Mileage Compensation	\$500.00
b.	Chemung County Sheriff's Office	\$90,000.00
	i. Intelligence Officer \$35,000.00 each	\$70,000.00
	ii. Overtime to Support Elmira PD Strategies	\$15,000.00
	iii. Community/Youth Engagement Participation	\$3,000.00
	iv. GIVE related trainings and DCJS sponsored events	\$2,000.00
c.	Chemung County Probation Department	\$44,000.00
	i. Electronic Home Monitoring Program	\$16,000.00
	ii. Software	\$4,000.00
	iii. Overtime compensation for after-hours supervision	\$10,000.00
	iv. Cognitive Behavioral Interventions	\$2,000.00
	v. GIVE related trainings and DCJS sponsored events	\$10,000.00
	vi. Mileage compensation for GIVE case supervision	\$2,000.00

SECTION III

DESCRIPTION OF INITIATIVE PROJECT SERVICES LINES OF AUTHORITY AND RESPONSIBILITY

The City and County agree that each of department/agency will closely monitor the DCJS grant compliance requirements, as provided in the attached " Exhibit B: 2025-2026 Gun-Involved Violence Elimination (GIVE) Comprehensive Plan Proposal Guidance Document, and incorporated here by reference. Each agency/department will contribute resources, expertise, and support for the grant program, and not limited to the following:

- a. Applicable Monthly Progress Meeting and Executive Board meeting attendance including the submission of meeting minutes within 7 days of said meeting(s).
- b. Quarterly completion of the Self-Assessment Tool, Implementation Assessment Tool, Overtime Tracker, and GMS Progress Report as required by the GIVE XII Guidance Document.
- c. Timely, Accurate, Crime Data: Each month, all participating law enforcement agencies will submit monthly crime reports to DCJS through the eJusticeNY Integrated Justice Portal (IJ Portal) IBR/UCR Reporting Interface within 30 days after the close of the reporting period.
- d. Weekly Shooting and Firearm Recovery Data: Submission of weekly shooting and firearm recovery data each Monday to DCJS for the preceding week.

- e. Attend regional information-sharing networking meetings
- f. Timely submission of voucher reimbursement forms as applicable.
- g. For any gun seizures, the agency department shall:
 - a. GINQ Check: If confirmed as lost or stolen, submit a GLOC Message through the IJ Portal. If negative for lost or stolen, submit a GREC Message (Recovered Gun Message).
 - b. GGUN Submission: Submit a GGUN Message through the IJ Portal that delivers the information to the NYS Criminal Gun Clearinghouse.
 - c. Secure ATF eTrace Results: Accessible through the agency's eTrace account, results are returned within 30 days of the GGUN submission.
 - d. NIBIN Evidence Lab Submissions: All recovered crime guns shall be properly test fired and the recovered test-fired casings submitted for NIBIN analysis. Agencies should also ensure that ballistic evidence (casings) secured from crime scenes are properly submitted for NIBIN analysis.
- h. Domestic Incident Report Database: Agencies will participate in utilizing the DCJS Domestic Incident Report (DIR) Repository.
- i. Each law enforcement agency shall participate in the deconfliction of targets by means of information sharing and/or SAFETNet as applicable.
- j. DNA Collection: Agencies will ensure that all DNA databank collections are being taken in a timely manner and as required by law.
- k. Sex Offender Address Verification: Agencies will be vigilant in verifying the addresses of all sex offenders assigned to their jurisdictions and promptly report the action taken on eJusticeNY.
- l. Sex Offender Photos: Agencies will be vigilant in ensuring all photos due from sex offenders assigned to their jurisdiction are obtained in a timely manner and promptly uploaded to eJusticeNY.
- m. Use of Force Reporting: All jurisdictions must comply with the following NYS Use of Force Reporting Law: Pursuant to New York State *Executive Law Section 837-t*, Reporting is completed through the IBR Reporting Interface on the IJ Portal.

SECTION IV

INDEMNIFICATION

The County hereby indemnifies and holds harmless the City; its councilmembers, and officers for any loss. The City hereby indemnifies and holds harmless the County; its legislators, and officers for any loss.

SECTION V

COMPLIANCE WITH APPLICABLE LAWS

The County and City will comply with all applicable federal, state, and local statutes, rules, and regulations in providing "Services" and fulfilling its obligations under this agreement. Any issuing of new or revised regulations pertaining to services will be brought to the attention of all parties promptly, and shall notify each other.

SECTION VI

RECORDS CREATION RETENTION AND ACCESS

The County and City each agree to retain all books, records, and other documents pertinent to the "Services" rendered in accordance with federal and state law. The City and County will have access to all information pertaining to each other's records upon request

SECTION VII

COOPERATION

The City and the County recognize that in the performance of this Agreement, the greatest benefits derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this Agreement with the intention of providing the highest service to the public we both serve.

SECTION VIII

NONAPPROPRIATION

This Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement and no liability on account thereof shall be incurred by each municipality beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.

SECTION IX

TERMINATION

Each party shall have the right to terminate this Agreement on account of a material breach of this Agreement by the other party by giving thirty (30) days' prior written notice to the other party of such termination.

SECTION X

NONDISCRIMINATION

County and City agree to comply with all applicable rules and regulations regarding nondiscrimination pertaining to work to be performed under this Agreement. In compliance with New York State and Federal Laws, County and City shall not discriminate because of age, race, creed, sex, color, disability, national origin, marital status, military status, sexual preference, or employment in the performance Agreement, nor shall either party retaliate against any person for reporting alleged acts of discrimination or for asserting any discrimination-based claims.

SECTION XI

NOTICES

All notices required or otherwise made pursuant to this Agreement shall be made in writing and shall be addressed to the parties at the addresses first set forth above or at any other address as designated in writing from time to time by each party. All notices shall be sent by either certified mail, return receipt requested, or by overnight service. All notices will be deemed delivered three days after the date of transmittal.

SECTION XII

EMPLOYMENT RELATIONSHIP AND INSURANCE DISCLAIMER

The City and County acknowledge and agree that this Intermunicipal Agreement does not create an employer-employee relationship between any of the municipalities or their respective officials, employees, or agents. It is explicitly understood that the participating municipalities are engaging in a cooperative arrangement solely for the purpose of implementing the GIVE XII grant program. Nothing in this agreement shall be construed as creating an employment relationship, partnership, joint venture, or agency relationship between the municipalities. Each municipality shall maintain its own independent status and retain full responsibility for its own employees, including but not limited to matters of hiring, supervision, compensation, benefits, and termination.

Furthermore, each municipality shall maintain adequate insurance coverage to protect its own interests, employees, and assets. It is the responsibility of each municipality to secure and maintain appropriate insurance coverage, including but not limited to general liability insurance, workers' compensation insurance, and any other insurance required by applicable laws and regulations. The participating municipalities shall not be liable for any claims, losses, damages, or liabilities arising from or related to the insurance coverage or lack thereof maintained by any other participating municipality.

SECTION XIII
GOVERNING LAW

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 law provisions, except to the extent federal law applies.

SECTION XIV
GENERAL PROVISIONS

1. This Agreement contains all the terms and conditions agreed upon by the parties and supersedes all prior or contemporaneous agreements and understandings, oral or otherwise, regarding the subject matter of this Agreement. All items incorporated by reference are attached.
2. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement.
3. This Agreement may be amended only by a writing executed by the authorized representative of both parties.
4. Each party hereto represents and warrants that this Agreement has been duly authorized and executed by each and constitutes a valid and binding Agreement and any governmental and other material approvals necessary for the performance of this Agreement have been obtained.
5. If either party waives or excuses any breach by the other party, such waiver or excusal shall not be construed to be a waiver or excusal of any other breach, whether such other breach arises before or after such waiver or excusal shall be binding only if in writing and executed by the waiving or excusing party.
6. If any item or provision of this Agreement or the application thereof shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, other than those portions as to which it is held invalid or unenforceable, shall not be affected.
7. This Agreement may be executed in any number of counterparts and all such counterparts, taken together, shall constitute one document. Signatures transmitted by FAX shall be deemed originals for all purposes.

IN WITNESS WHEREOF each of the parties has executed this Agreement by its duly authorized representative(s) on the dates set forth below.

CITY OF ELMIRA

Date: _____

Daniel J. Mandell
Mayor
Res #.

Initials: _____
Police Chief, City of Elmira

COUNTY OF CHEMUNG

Date: _____

Christopher J. Moss
County Executive
Res #.

Initials: _____
Sheriff

Initials: _____
Probation Director

Initials: _____
District Attorney

Agenda Summary: Receive communication from the City Manager and act on resolution approving the creation of an Assistant Fire Marshal position in the City's Fire Department and approving the written Memorandum of Understanding (MOU) between the City and Local 709, IAFF, AFL-CIO of the Elmira Fire Department creating said position, a copy of which is attached hereto and made a part hereof and authorizing the Mayor to sign the MOU.

Resolution Number: 2025-218

Sponsor: Gary Brinn

ATTACHMENTS

[resolution MOU creating assistant fire marshal position EFD Local 709 7.28.2025.doc](#)

[memorandum of understanding between City and EFD Local 709 - fire marshal DRAFT 7.18.2025.pdf](#)

July 28, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Given the increase in the number of occurrences requiring extensive investigation by the City's Fire Marshal, I, with concurrence from of the Fire Chief and Fire Marshal, recommend the creation of the position of Assistant Fire Marshal. Discussions with the union representing the City's sworn firefighters have taken place resulting in a written Memorandum of Understanding (MOU) for the creation of the position of Assistant Fire Marshal.

The following resolution approves the Memorandum of Understanding and authorizes the Mayor to execute the MOU.

Respectfully yours,

P. Michael Collins
City Manager

July 28, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the creation of the position of Assistant Fire Marshal, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the creation of the position of Assistant Fire Marshal in the City's Fire Department; and be it further

RESOLVED, that the City Council approves the written Memorandum of Understanding between the City and the Local 709, IAFF, AFL-CIO of the Elmira Fire Department, a copy of which is attached hereto and made a part hereof; and be it further

RESOLVED, that the Mayor is hereby authorized to sign the Memorandum of Understanding.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

**MEMORANDUM OF UNDERSTANDING BETWEEN
LOCAL 709, IAFF, AFL-CIO OF THE ELMIRA FIRE DEPARTMENT AND
CITY OF ELMIRA**

THIS MEMORANDUM OF UNDERSTANDING dated ____ day of _____, 2025, memorializes the Agreement of the City of Elmira (hereinafter “City”), and Local 709, IAFF (Local union) and resolves, set out hereinbelow, certain important changes to the Fire Investigation Bureau (FIB) of the City by adding an Assistant Fire Marshal position beginning on or about July 14, 2025. The City also agrees to adding one additional firefighter to the bargaining unit of Local 709, with said additional person already hired and placed in the firefighter academy. Both parties agree with the recitals and agreements specified below:

WHEREAS, the City is a municipal corporation, that is the public employer and one of the signers to the Collective Bargaining Agreement (CBA) that governs the parties’ relationship; and

WHEREAS, Local 709, IAFF-CIO (“Local Union”) represents the unionized members of the Elmira Fire Department (EFD) and its relationship to the City of Elmira is governed by the CBA existing between these parties, a proviso of which mandates, prior to this MOU, that there is one bargaining unit member who has the title of Fire Marshal; and

WHEREAS, the parties acknowledge that due to an aggregate set of circumstances that has resulted in the inability of a single Fire Marshal to properly and fully inspect the housing and commercial properties in the City, that all agree that the FIB needs additional personnel to assist the current Fire Marshal and that is why the Assistant Fire Marshal position is needed and will begin FIB service on or about July 14, 2025;

NOW, THEREFORE, the City and the Local Union agree as follows:

1. The City, in agreement with Local 709, shall take all reasonable steps to effectuate the position of Assistant Fire Marshal, and they recognize that this writing shall supersede any and all other reference (s) inconsistent with this MOU as to this Assistant Fire Marshal position or to the Fire Investigation Bureau in previous CBAs or MOUs or arbitration interpretations thereof that exist between the parties and their shared history. The parties also agree that the recently hired firefighter mentioned hereinabove shall become a probationary member of the EFD and Local 709 upon the completion of his training regimen and the addition of that position and of the Assistant Fire Marshal shall be permanent EFD positions.
2. The Parties agree that the newly hired firefighter shall be paid consistent with the salary that presently governs new EFD firefighters and the Assistant Fire Marshal shall be paid at the Captain’s rate in said schedule.
3. The parties further agree that this MOU, once ratified by the signers below, shall be merged into the parties now existing CBA by this reference the same as if set out therein

and shall, along with any other relevant provisos, be subject to the dispute resolution process contained in the existing CBA.

4. This Agreement shall take place immediately upon the ratification of the same by the proper authorities in the City of Elmira and by the proper authority vested in the President of Local 709.

IN WITNESS WHEREOF, the parties, by their signatures, acknowledge and affirm their agreement this _____ day of _____, 2025.

CITY OF ELMIRA, NEW YORK

**LOCAL 709, IAFF, AFL-CIO
OF THE ELMIRA FIRE
DEPARTMENT**

By: _____
Daniel J. Mandel, Jr.
Mayor
Resolution No. 2025-_____

By: _____
Dan Rogers
Union President

Agenda Summary: Receive communication from the City Manager and act on resolution approving a solar Lease Agreement between the City and Reify Solutions, Inc. regarding installation of a solar project on certain City properties, a copy of said agreement is attached hereto and made a part hereof, and authorizing the Mayor to execute the Lease Agreement; said Agreement subject to Corporation Counsel approval.

Resolution Number: 2025-219

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution solar lease agmt with reify solutions 7.28.2025.doc](#)
[Reify tentative site lease agreement solar project.pdf](#)

July 28, 2025

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

For the past several months, the City has been in discussions with Reify Solutions, Inc. (Reify) for its construction, installation, and operation of a solar facility involving the use of certain City property. The negotiations have included the development of a Lease Agreement between Reify and the City for the solar project. After extensive telephonic and in-person discussions, the parties have reached a tentative agreement whereby the City will lease certain City properties to Reify for an initial term of twenty-five (25) years.

For a number of months, Reify representatives have made a number of presentations to Council at its workshops explaining the operation of the project. The company will install solar farms on certain designated properties and sell the power generated by the facilities to the City at commercially lower rates than the City is presently paying. In return, Reify will pay the City annual rent based on the kilowatts generated each year. In addition, Reify will pay to the City “construction rent” of \$10,200.00 during the construction period.

The Lease Agreement is subject to Council approval and to the approval by the Corporation Counsel.

Respectfully yours,

P. Michael Collins
City Manager

July 28, 2025

RESOLUTION
NO. 2025 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the discussions between the City and Reify Solutions, Inc. regarding the installation of a solar project on certain City properties, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York, does hereby approve the solar Lease Agreement, a copy of which is attached hereto and made a part hereof; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Lease Agreement; said Lease Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

SOLAR LEASE AGREEMENT

Effective Date: July 28, 2025

This Solar Lease Agreement (this “**Lease**”) is effective as of the Effective Date listed above, by and between Landlord and Tenant identified below (each, a “**Party**” and together, the “**Parties**”) and comprises this Cover Sheet and Signature Page, and the following Exhibits, by this reference incorporated herein and made a part of this Lease:

- Exhibit A:** General Terms and Conditions
- Exhibit B:** Property, Premises and Site Plan
- Exhibit C:** Form of Memorandum of Site Lease
- Exhibit D:** Insurance

In the event of any conflict between the terms specified on this Cover Sheet/Signature Page (the “**Cover Sheet**”) and the General Terms and Conditions, the terms specified on this Cover Sheet/Signature Page shall control.

Landlord	
Legal Name:	City of Elmira, New York
Mailing Address:	317 East Church Street Elmira, NY 14901
Telephone No.	(607) 737-5675
Email:	jryan@cityofelmira.net
Primary Contact:	Mr. John Ryan, City Attorney

Tenant	
Legal Name:	Reify Energy, LLC
Mailing Address:	4800 Hampden Lane Suite 200 Bethesda, MD 20815
Telephone No.	(202) 256-8766
Email:	solutions@reifyolutions.us
Primary Contact:	Mr. Allen Raymond

Commercial Terms	
Solar Facility	The construction, installation, and operation of a Solar Facility . In this Lease, “ Solar Facility ” means the following solar energy generation equipment: (i) the solar photovoltaic system, consisting of solar modules, associated wiring, racking and inverters; (ii) meters, and any other related equipment, together with all electrical lines required to transmit electricity generated by the solar photovoltaic system to the interconnection point; and/or (iii) monitoring equipment and other necessary and convenient equipment and appurtenances running between the solar energy system and all necessary electrical and other utility sources located on the Property.
Estimated Size of Solar Facility	Rooftop: 1,732.7 kW Parking Canopy: 4,087.8 kW Ground-mount: 497 kW + cemetery extension (size TBD)
“Property”:	That parcels of land located at: 317 East Church Street (City Hall); 101 West Grey St (Garage); 312 Lake St (Detective Ofc); 313 Lake St (remote parking); 840 Linden Place (DPW); 2275 Corning Rd (golf course); 213 West Miller St (EFD3); 338 Roe Ave (EFD5); 311 West Center St (Police Academy); 101 West Second St (Code Enforcement); 1 Fountain Dr (Water Board); 508 College Ave (storage); 900 East Water Sat (parking lot); Bancroft Rd (cemetery extension – TBD) with the legal description set forth in <u>Exhibit B</u>
“Premises”:	Portions of the rooftop and parking canopy of the Property as indicated on the preliminary site plan set forth in <u>Exhibit B</u> .
Location of Solar Facility on Premises:	The anticipated Solar Facility is more fully described in the preliminary site plan attached as <u>Exhibit B</u> .
“Term”:	Twenty-Five (25) Years following COD (as defined in Section 4(a)), which Term is subject to extension by the Renewal Term(s)
“Renewal Term”:	The Term automatically renews for two (2) 4-year periods unless either Party provides notice of non-renewal, as set forth in Lease.
“Rent”:	Each of Landlord and Tenant agrees that the Rent hereunder shall be a fixed amount of \$0/kw per Lease Year (as defined in Section 4(a), payable quarterly, in arrears, commencing on the date that is 30 days after COD (the “ Rent Commencement Date ”) at the corresponding Investor Tax Credit.

(Signatures Follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Solar Lease Agreement as of the Effective Date.

Tenant:

_____, a
_____ limited liability company

By: _____
Name: _____
Title: _____

Landlord:

CITY OF ELMIRA
New York State municipal corporation.

By: _____
Name: Daniel J. Mandell, Jr.
Title: Mayor
Resolution No. 2025-_____

Exhibit A

GENERAL TERMS AND CONDITIONS

1. Commercial Terms and Definitions. The Commercial Terms listed on the Cover Sheet of this Lease are hereby incorporated in these General Terms and Conditions by this reference. Capitalized terms used but not otherwise defined in these General Terms and Conditions are as defined on the Cover Sheet of this Lease.

2. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises pursuant to the terms and conditions of this Lease for the design, engineering, construction, installation, operation, maintenance, repair, decommissioning, and removal of the Solar Facility (the “**Permitted Use**”), subject to the rights of termination set forth in Section 3.

3. Feasibility and Design Period. This Lease may be terminated by Tenant in its sole and absolute discretion during the period commencing on the Effective Date and ending on 5:00 PM EST on the date that is ninety (90) days later (the “**Feasibility and Design Period**”). During the Feasibility and Design Period:

A. Feasibility and Approvals. Tenant is permitted to take such actions and pursue such investigations as are necessary and advisable, in its discretion, to determine in its sole and absolute discretion that the Premises is technologically and economically viable for the Permitted Use. During the Feasibility and Design Period, without limitation and solely by way of example, Tenant may (i) conduct suitability analyses of the Premises such as surveying and engineering, geotechnical and environmental investigations; provided, however, that no invasive investigations shall be performed without Landlord's prior written consent, which consent may be granted, withheld, or conditioned, in its sole and absolute discretion; (ii) make application for and pursue any permits, licenses, certificates, and other approvals issued by any governmental authority (collectively the “**Governmental Approvals**”) and utility authorizations that may be required in order to conduct the Permitted Use; and (iii) pursue such other non-invasive investigations and approvals in furtherance of the Permitted Use in Tenant's commercially reasonable business discretion.

B. Design of Solar Facility. Within 30 days following the Effective Date, Tenant will prepare and deliver to Landlord documents showing the design of the Solar Facility, including a revised site plan showing the Solar Facility on the Premises (as may be further improved over time, the “**Site Plan**”), system design, equipment specifications, equipment location, roof modifications, if any, and integration of the Solar Facility with the existing fixtures on which the Solar Facility is to be constructed (the “**Initial Design**”). As soon as practicable after the delivery of the Initial Design, Landlord may either approve of the Initial Design, or request, in good faith, modifications to the Initial Design, in which latter case, the Parties shall cooperate in good faith to modify the Initial Design to both Parties' satisfaction. Upon Landlord's written approval of the Initial Design, as may be modified pursuant to the previous sentence, the Initial Design shall be deemed final and binding on both Parties (the “**Final Design**”). At no time during the Term of this lease shall the Tenant install, operate or in any other manner utilize battery storage units of any kind whatsoever.

If the Lease is not terminated by Tenant during the Feasibility and Design Period, the Parties shall be bound to perform under this Lease, subject only to the rights of termination explicitly set forth herein. Notwithstanding the previous sentence, if at the end of the aforementioned Feasibility and Design Period the Parties are still in good-faith negotiation of the Final Design of the Solar Facility, the Feasibility and

Design Period may be extended by thirty (30) Business Days, it being understood that if agreement is not reached on the Final Design at the conclusion of such ten (30) Business Days, then either Party may terminate this Lease by written notice, following which the Parties shall have no further obligations to each other hereunder. If the Lease is still effective after the end of the Feasibility and Design Period (as may be extended as set forth herein), Tenant shall proceed to commence construction of the Solar Facility within 60 days thereafter (such period of construction, prior to COD (as defined below), being the “**Construction Period**”). In this Lease, “**Business Day**” shall mean any day of the year on which branches of the national commercial banks are open to the public for business in the State of New York.

4. Term.

A. Duration; COD. This Lease shall commence on the Effective Date and, unless sooner terminated as provided herein, will continue until the end of the Term set forth on the Cover Sheet. The Term shall begin on the commercial operation date (“**COD**”) of the Solar Facility. As such term is used herein, COD is the date on which when the Tenant has received approval from the Utility to interconnect with the grid (as applicable) and the Solar Facility is placed in service. A “**Lease Year**” is each 12-month period beginning with the first day of the month following COD, unless COD occurs on the first day of a month, in which case the Lease Year shall be deemed to start on such date and not on the first day of the following month. At the end of the Term, the requirements of subsection (c) below shall apply, and notwithstanding the end of the Term, this Lease shall remain in force and effect until the completion of the Decommissioning period set forth in subsection (c).

B. Rent Commencement Dates. The Rent Commencement Dates shall be as follows:

(i) **Construction Rent.** Commencing upon the beginning of the Construction Period and continuing until the end thereof, Tenant shall pay to Landlord rent of \$6.00 per Kilowatt ($\$6 \times 1,700 = \$10,200.00$), in equal monthly installments (the “**Construction Rent**”). For purposes of calculating Construction Rent, the number of acres shall be determined based on the final acreage as calculated in the legal description of the Property attached hereto as Exhibit B. Rent for partial periods shall be prorated.

(ii) **Rent.** Rent, as defined in Section 6 below, shall commence as set forth in Section 6.

C. Renewal Period. At the end of the Term, or the Renewal Term (as applicable), this Lease will renew for the Renewal Term only if either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the then current Term.

D. Decommissioning. Unless Landlord elects to purchase the Solar Facility as set forth in Section 8(c), upon the ending of the Term for any reason, Tenant shall decommission and completely remove the Solar Facility within 90 days following expiration of the Term at Tenant’s sole cost and expense. Upon Landlord written approval, Tenant is not obligated to remove materials that are embedded within the structure of improvements of the Premises and do not interfere with Landlord’s use following decommissioning.

5. Licenses.

A. License to Tenant During Feasibility and Design Period and Construction Period. During the Feasibility and Design Period and, as applicable, the Construction Period, Landlord grants to Tenant and its officers, employees, contractors, consultants, agents and advisors a license (revocable by Landlord only if the Lease is duly terminated pursuant to the terms of this Lease) to access, enter onto, cross and

perform applicable work on the Property and the Premises, whether above, on or below ground, solely in furtherance of the Permitted Use, including, without limitation, the right to use portions of the Property other than the Premises to place any reasonably necessary equipment running between the Premises and all necessary electrical and other utility sources located on or off the Property, all as designated pursuant to the Final Design. During the Feasibility and Design Period and, as applicable, the Construction Period, any entry onto the Property shall be coordinated with Landlord and subject to Landlord's reasonable rules and regulations.

B. License to Tenant during Term. During the Term, Landlord grants to Tenant a license (revocable by Landlord only if the Lease is duly terminated pursuant to the terms of this Lease) to access, enter onto, cross and perform work on the Property, whether above, on or below ground, solely in furtherance of the Permitted Use, as well as non-exclusive easements for ingress and egress across the Property to and from the Premises all as designated pursuant to the Final Design. During the Term (and any applicable Renewal Term), any entry onto the Property shall be coordinated with Landlord and subject to Landlord's reasonable rules and regulations.

C. License to Utility. To the extent necessary or applicable with respect to the Solar Facility, Landlord agrees to provide to the applicable regulated electric service provider (the "Utility") a license to access the Property and to install utilities and meters on the Property (including, without limitation, on the Premises) as reasonably necessary for the Permitted Use. Additionally, Landlord agrees, at no cost to Landlord, to (i) to the extent applicable, fulfill any of its obligations under any interconnection agreement with the local utility or other utility-required agreements or instruments, and (ii) to the extent applicable, cooperate with Tenant in facilitating Tenant's meeting of its obligations under any interconnection agreement with the local utility or other utility-required agreements or instruments.

D. Temporary License During Construction. Subject to coordination with Landlord as to time and location, and in addition to the license granted under subsection (a), during the Construction Period, Landlord shall provide to Tenant a temporary license to use the Property for purposes of (i) the temporary storage, laydown and staging of tools, materials and equipment and (ii) the parking of construction crew vehicles, temporary construction trailers and facilities, and rigging reasonably necessary to the Permitted Use. The location of such license area shall be approved by Landlord as part of the Final Design.

E. Access Rules. Tenant may access the Premises (and the Property to the extent necessary, as outlined herein) between 7:00 AM to 8:00 PM EST, or otherwise consistent with the ordinances applicable to the Property, in connection with the Permitted Use. Landlord shall provide Tenant with a means of access to enable Tenant to access the Premises for the Permitted Use. Such access shall be subject to Tenant's compliance with all reasonable security measures employed by Landlord with respect to the Premises and Property communicated in writing to Tenant (including any commercially reasonable Landlord code of conduct provided to Tenant). Notwithstanding the foregoing, Tenant may enter the Property (to the extent necessary) if there arises or occurs any event or condition which threatens public safety, the Solar Facility, or Property to any degree.

F. Landlord shall not be required to incur any costs in connection with its cooperation with Tenant's activities during the Feasibility and Design Period and the Construction Period, including, but not limited to, the securing of any Governmental Approvals, all of Tenant shall obtain at Tenant's sole cost, risk, and expense.

G. Performance Bond: At Landlord's written request, at any time following commencement of the Construction Period, Tenant shall execute for the benefit of Landlord a good and sufficient performance bond with a surety licensed by the State of New York and in a form acceptable to Landlord or such other form of security reasonably acceptable to Landlord, to guarantee

the performance by Tenant and Tenant's subcontractors of the obligations set forth in Section 4(D).

6. Rent.

A. Initial Term. The Rent for each Lease Year during the initial Term is as set forth on the Cover Sheet (the "**Rent**"). The Rent payment obligation shall commence at the earlier to occur of (i) within 30 days after COD, or (ii) twelve (12) months following the Effective Date; provided, however if COD has not occurred prior to the expiration of such twelve (12) month period but Tenant is diligently and continuously pursuing Government Approvals and/or utility authorizations and Tenant delivers written notice to Landlord prior to the expiration of such twelve (12) month period, such period shall be extended, for up to an additional six (6) months (but in no event more than eighteen (18) months from the Effective Date), provided Tenant continues to diligently pursue such Government Approvals and/or utility authorizations. Rent for partial periods shall be prorated.

B. Renewal Term. Rent in any Renewal Term shall be the most recent Rent payable in the last year of the previous Term, plus three percent (3%), unless otherwise agreed by the Parties.

7. Solar Insolation.

A. Right to Sunlight. Tenant shall have the exclusive and continuous right to direct sunlight for operation of the Solar Facility. Landlord shall not build, or allow to be built, anything on the Property or any adjacent property owned or controlled by Landlord (or entities affiliated with Landlord) that obstructs sunlight to the Solar Facility or that would prevent access to the Solar Facility.

B. Tree Management. While the Solar Facility is operating during the Term, at Tenant's request and at Tenant's cost, Landlord shall maintain vegetation on the Property so that the vegetation does not cast shadows, block, or restrict access to direct sunlight for the Solar Facility or otherwise interfere with the Permitted Use and the ability of the Solar Facility to generate and/or deliver electricity.

C. No Material Alterations. Landlord shall not make or perform any material alterations to the Property that might reasonably be expected to pose any risk whatsoever of temporary (no matter the duration) or permanent impact on insolation with respect to the Solar Facility.

8. Ownership; Purchase Option.

A. Personal Property; No Lien. Landlord shall not sell, transfer, assign or encumber the Solar Facility or any part thereof. Landlord shall have no ownership or other interest in the Solar Facility or other equipment, or personal property of Tenant installed on the Premises or the Property and acknowledges that the Solar Facility and other Tenant equipment is the personal property of Tenant. Tenant may remove all or any portion of the Solar Facility at any time and from time to time. Landlord shall not be permitted and shall not permit any contractor performing work on the Property, to place a mechanics or other type of lien on the Solar Facility or any portion thereof and shall promptly remove any such lien promptly after learning of the same. Tenant shall not cause or permit any mechanic's or materialmen's liens to be filed against the Property or any part thereof. In the event such a lien is filed against the Property or any part thereof, or Landlord receives a Notice to Owner of Intention to Claim Lien (or its equivalent), Tenant shall either (i) cause the same to be removed within thirty (30) days, or (ii) dispute such lien in good faith, provided that Tenant shall post a bond in the amount of such lien. In either case, Tenant shall hold the Landlord harmless from and indemnify Landlord against any and all costs incurred as a result of such filings, including reasonable attorneys' fees.

B. Environmental Attributes. Except if and when Landlord purchases the Solar Facility as set

forth in subsection (c) below, Landlord shall not hold any rights, and irrevocably assigns all rights to Tenant, for any and all (i) existing and future emissions credits, renewable energy credits, green tags, or tradable renewable certificates (collectively, “**Environmental Attributes**”) and (ii) any and all federal, state or local tax credits and other benefits attributable to the Solar Facility.

9. Termination Rights. In addition to termination rights during the Feasibility and Design Period (as may be extended hereunder), Tenant shall have the right, but not the obligation, to terminate this Lease because of the frustration of basic purpose of the Lease, specifically meaning:

A. Tenant Approval Withdrawn. A Governmental Approval issued to Tenant with respect to the Solar Facility is withdrawn, materially adversely conditioned, or terminated by a governmental authority, for any reason not following the act or omission of Tenant; or

B. Technical Feasibility. The installation of solar obstructions on adjacent property not owned or controlled by Landlord, which change is not the result of an act or omission of Tenant, that renders Premises no longer technically feasible for the Permitted Use, as confirmed by an independent third-party professional consultant.

10. Maintenance and Security.

A. Tenant Obligations. During the Term, Tenant will, at its sole cost, risk, and expense, operate and maintain the Solar Facility and the Premises in good order and repair. Tenant shall have no obligation otherwise to maintain the condition of the Property, other than the Premises, except to the extent of any damage to the Property caused by Tenant (or anyone acting by or on behalf of Tenant). In furtherance of its obligations hereunder, Tenant shall ensure, at no cost to Landlord, that its use of the Premises and the Property does not invalidate or breach the roof warranty pursuant to Section 15(b)(iii) for the entire Term (and any Renewal Term).

B. Landlord Obligations. Landlord shall operate and maintain the Property so as not to materially adversely affect Tenant's ability to (i) operate the Solar Facility and (ii) access the Solar Facility. Landlord shall not attempt to move or alter the Solar Facility at any time or for any reason.

C. Permitted Offline Period. If Landlord reasonably requires Tenant to temporarily remove a portion of the Solar Facility to perform necessary repairs on the Property (an “**Offline Period**”), then:

(i) Each period of removal shall not exceed forty-five (45) business days against an aggregate of one hundred and eighty (180) business days during the Term (“**Permitted Offline Periods**”), such Permitted Offline Periods shall be extended day for day for events outside of Landlord’s reasonable control (i.e., not including acts or omissions of Landlord) that may cause for the removal of the Solar Facility, such as Force Majeure. Landlord shall not pay reasonable costs incurred by Tenant if permitted Offline Period is necessitated due to events outside of Landlord’s reasonable control.;

(ii) Landlord shall pay any and all reasonable costs incurred by Tenant in the relocation or removal of the affected portion of the Solar Facility to and from the temporary location, if any, given the circumstances and timing of the relocation;

(iii) any such relocation or removal shall be performed by Tenant or its contractors, and Landlord shall not attempt to move or alter the Solar Facility at any time or for any reason; and

(iv) Tenant shall not be required to pay Rent beyond the Permitted Offline Period;

provided, however, that if the Offline Period extends beyond the Permitted Offline Period as a result of the acts or omissions of Tenant (or anyone acting by or on behalf of Tenant), then Rent shall not be so abated.

If, except as provided for above, an Offline Period exceeds (or, in the aggregate successive Offline Periods exceed) the Permitted Offline Period, then promptly after exceeding such period Landlord shall pay to Tenant for lost revenues, the maximum amount payable being the product of the following equation:

The number of days in which the Solar Facility (or any portion thereof) is offline exceeding Permitted Offline Period *times* the offline installed capacity (kWdc) offline *times* the average daily solar production per kW (kWh/kW) for the same period in the preceding year *times* \$0.25/kWh (*# of days in excess offline * installed offline kWdc * avg production (kWh/kW) * \$.25/kWh*)

11. Hazardous Materials. Landlord covenants and agrees to indemnify, defend, and pay any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, to the extent known (or reasonably should have been known by Landlord) ("**Losses**"), and arising out of, related to or resulting from the existence, storage, handling, use, transportation, treatment, or the disposal, discharge, release or leakage of any hazardous material regulated as to quantity or type by state or federal environmental Applicable Laws ("**Hazardous Materials**"), including, without limitation, Losses arising from government enforcement actions or claims by third parties for bodily injury or property damage, but only to the extent Hazardous Materials are first released by Landlord following the expiration of the Feasibility and Design Period, it being acknowledged and agreed that Tenant has had the opportunity to inspect the Premises and the Property during the Feasibility and Design Period and has accepted the condition of the Premises and the Property before electing to move forward with this Lease, and Landlord shall only be liable for Losses to Tenant with regard to Hazardous Materials on the Premises arising from the actions of Landlord subsequent to the expiration of the Feasibility and Design Period and Landlord shall have no indemnification obligation or liability for Losses to Tenant with regard to any Hazardous Materials on the Premises or the Property prior to the expiration of the Feasibility and Design Period. Tenant shall be responsible for Losses related to Hazardous Materials it stores, uses, transports, disposes of, discharge, releases, or leaks on the Premises during the Term.

12. Insurance.

A. Required Policies. Tenant and Landlord shall each obtain, maintain, and keep in force during the Term (i) commercial general liability insurance for bodily injury, death, and property damage claims and (ii) property insurance for the full replacement value of the Property, with respect to Landlord, and of the Solar Facility, with respect to Tenant, as set forth on Exhibit D, attached hereto.

B. Additional Insured. Tenant shall name Landlord, Officers, and Employees as additional insureds ON A PRIMARY BASIS and loss payees on its commercial general liability policy and property insurance, as applicable.

C. Waiver of Subrogation. To the extent possible under the respective policies of insurance, including through the obtaining of applicable endorsements, if necessary, the Parties' respective insurance policies shall include customary waiver of subrogation provisions.

13. Tenant Representations and Warranties. Tenant represents and warrants to Landlord as of the Effective Date, and during the Term:

A. Power and Authority. Tenant has the full power, right and authority to execute and deliver this Lease and perform its obligations hereunder.

B. Bankruptcy, Etc. Tenant has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency nor to Tenant's knowledge has any such petition been filed against Tenant, and no general assignment of Tenant's property has been made for the benefit of creditors, and to Tenant's knowledge, no receiver, master, liquidator or trustee has been appointed for Tenant or any of its property.

14. Landlord Representations and Warranties. Landlord represents to Tenant as of the Effective Date:

A. Power and Authority. Landlord has the full power, right and authority to execute and deliver this Lease and perform its obligations hereunder.

B. Bankruptcy, Etc. Landlord has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency nor to Landlord's knowledge has any such petition been filed against Landlord, and no general assignment of Landlord's property has been made for the benefit of creditors, and to Landlord's knowledge, no receiver, master, liquidator or trustee has been appointed for Landlord or any of its property.

C. Compliance with Laws. Landlord has received no written notice from any applicable governmental authority that a violation of applicable building codes, regulations, or ordinances exists with regard to the Property or any portion thereof, which has not been delivered to Tenant.

D. No Interference. To Landlord's knowledge, there are no matters or third-party rights that would interfere with Tenant's exclusive possession or quiet enjoyment of the Property, Tenant's Permitted Use, or the placement (pursuant to the licenses granted hereunder) of equipment associated with the Solar Facility on the Property.

E. No Release of Hazardous Materials. To the best of Landlord's knowledge, the Property does not contain any Hazardous Materials in violation of Applicable Law, and Landlord has received no notice of violation from the New York Department of Environmental Protection that the Property is in violation of any Applicable Law with respect to Hazardous Materials.

15. Covenants of the Parties. In addition to any other covenants made by the Parties in this Lease:

A. Landlord Covenants.

(i) Quiet Enjoyment; Landlord Defense. Provided that Tenant is not in breach of this Lease beyond applicable cure periods, Landlord covenants that neither it nor any contractor, employee, agent, or other party under its direct or indirect control will interfere in any way with Tenant's quiet enjoyment of the Premises. Landlord shall protect and defend the right, title, and interest of Tenant hereunder from any other rights, interests, titles, and claims arising through Landlord or any other third person or entity. If this covenant of quiet enjoyment is breached and Tenant is made a party to any legal proceedings affecting its right of possession, Landlord shall reimburse Tenant for all attorneys' fees and other reasonable expenses incurred by Tenant in defending its rights pursuant to this Lease. If not timely reimbursed, Tenant may set off such expenses against the next-payable Rent.

(ii) No Liens. Landlord will use commercially reasonable efforts to ensure that no person or entity with a lien, encumbrance, mortgage, deed of trust, lease, or other exception to Landlord's fee simple interest in the Premises, shall have its lien, charge, or order for the payment of money ("**Lien**") attach to the Solar Facility. If any such Lien is filed against the Solar Facility, Landlord shall, at its expense, cause the Lien(s) to be discharged of record or bonded within thirty (30) days of the earlier of (i) Landlord obtaining knowledge of such Lien(s) and (ii) receiving written notice from Tenant of such Lien(s). Landlord shall indemnify and save harmless Tenant against and from all costs, liabilities, suits, penalties, claims, and demands with respect to any such Lien. If Landlord fails to cause such Lien(s) to be discharged or bonded within the required thirty (30) day period, or if before that period expires Tenant's quiet enjoyment of the Premises is affected or threatened as a result thereof, Landlord shall be in default under Section 16 herein. In the alternative, Tenant may cause such Lien(s) to be discharged, and Tenant may set off all associated costs and expenses incurred by Tenant against the next-payable Rent.

(iii) Compliance with Law. Landlord shall materially comply with Applicable Laws regarding the Property where an enforcement action by a Governmental Authority regarding non-compliance will materially adversely affect the ability of the Solar Facility to generate electricity to any degree whatsoever.

B. Tenant Covenants.

(i) Taxes. Tenant shall be solely responsible and shall reimburse Landlord for (within thirty (30) days of receipt of an invoice therefor), or, if possible, pay directly, any increase in real property tax attributable to the Solar Facility, and any taxes on the personal property contained within the Solar Facility.

(ii) Technical Standards. Tenant's installation, maintenance, operation, monitoring, repair, and decommissioning of the Solar Facility shall conform with standards applicable to commercial solar systems.

(iii) Installation. The Solar Facility shall be installed and operated in a manner which does not damage the Premises or the roof (not including any effect inherent in the affixing of the Solar Facility to the structure according to best practices) or void or otherwise limit any of Landlord's existing roof warranty and future warranty, and Tenant, as applicable under this Lease, shall coordinate with Landlord roof work which may affect the roof or roof warranty.

(iv) Noise, Etc. Other than is inherent in the construction or due maintenance of the Solar Facility, Tenant shall not cause excessive noise or any other objectionable conditions within the Property not included in the Final Design.

16. Events of Default.

A. Either Party. Regardless of Party, each of the events of default set forth below is an "**Event of Default**" hereunder.

(i) Breach of Representation or Covenant. A Party materially breaches any of the representations, warranties, covenants, agreements, or conditions contained in this Lease (including the payment or reimbursement of any costs hereunder due by Tenant) and such default is not cured within thirty (30) days after notice thereof in writing from the non-defaulting Party.

(ii) Bankruptcy. A Party (i) files a petition in voluntary bankruptcy or under Chapter

VII or XI of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a stay of involuntary proceedings within ninety (90) days after the involuntary petition is filed, or (ii) is adjudicated as bankrupt or a trustee or receiver is appointed for it or for all of its property or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of its property or the majority part thereof in any involuntary proceeding for reorganization, dissolution, liquidation or winding up, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise within ninety (90) days.

(iii) Assignment for the Benefit of Creditors. A Party makes an assignment for the benefit of its creditors.

B. Tenant Default Regarding Rent. Tenant is in default hereunder if it fails to pay Rent within fifteen (15) days after the due date, and such failure is not cured within ten (10) days, regardless of notice.

C. Landlord Default Regarding Insolation. Landlord is in default hereunder if it breaches, Section 7 of this Lease (Insolation), with respect to Insolation (an “**Insolation Breach**”), and such breach is not fully cured within fifteen (15) days after receiving Tenant’s notice of such breach, or such longer period, if such default is not capable of being cured within fifteen (15) days and Landlord commences to cure within five (5) days of receipt of notice from Tenant and thereafter continuously and diligently proceeds to cure the same until such cure is completed. For avoidance of doubt, an Insolation Breach occurs at the earliest time that a breach of Section 7 appears likely, as determined by Tenant in its reasonable discretion.

17. Remedies Upon Default.

A. Landlord’s Remedies Upon Default. Upon the occurrence of an Event of Default by Tenant, with or without notice or demand, Tenant hereby waiving any notice to quit, notice to vacate, or any other notice which may be required by Applicable Law, and without limiting any other of Landlord’s rights or remedies available at law or in equity, Landlord shall be entitled to any and all remedies available at law or in equity, including self help (in compliance with Applicable Laws) and the right to terminate this Lease by giving written notice of termination to Tenant, in which event Tenant shall surrender the Premises to Landlord, provided that the obligation of decommissioning shall remain. If Tenant fails to so surrender the Premises, then Landlord may, without prejudice to any other remedy it has for possession of the Premises or arrearages in Rent or other damages, re-enter and take possession of the Premises and expel or remove Tenant and any other person occupying the Premises or any part thereof, in accordance with Applicable Laws. In any event, the Solar Facility shall remain the property of Tenant.

B. Tenant’s Remedies Upon Default. Upon the occurrence of an Event of Default by Landlord, Tenant, may, at its option and without any obligation to do so, other than those obligations created in this Lease, elect any one or more of the following remedies:

(i) terminate this Lease, except with respect to decommissioning, provided that such decommissioning shall be at Landlord’s cost and expense; or

(ii) recover from Landlord the following foreseeable and actual damages arising from the Event of Default: (A) penalties, claw backs, and fees incurred by Tenant or its affiliates resulting from the termination or Event of Default, and (B) revenue to Tenant expected over the remainder of the then-present Term, arising from the production of electricity by the Solar Facility or the sale of Environmental Attributes (net of Rent that would have been due over such Term); *provided, however*, Landlord’s liability for such damages shall be capped at the following amounts (each year below is referenced off of COD (e.g. Y5 is the period starting on the day after the fifth anniversary

of COD and continue until the sixth anniversary of COD):

Maximum Damages for Year of Default			
Y0-Y5	Y5-Y10	Y10-Y15	Y15-Y20
\$2,000/kW	\$1,800/kW	\$1,500/kW	\$500/kW

18. Destruction of Premises; Condemnation.

A. Destruction of Premises. In the event of damage or destruction of all or any portion of the Premises that Tenant determines, in its commercially reasonable discretion, to have materially negative impact on the ability of the Solar Facility to generate revenue for Tenant, Tenant, in its sole discretion, shall have the option to terminate this Lease, whereupon the Rent shall be apportioned as of the date of such destruction and the Parties shall be released of all further duties and obligations hereunder, except applicable duties regarding decommissioning of the Solar Facility. Tenant shall notify Landlord in writing within thirty (30) days of the date of such damage or destruction of its election hereunder.

B. Condemnation. In the event of condemnation or other similar taking or transfer due to governmental order, of all or any portion of the Premises that Tenant determines, in its commercially reasonable discretion, to have materially negative impact on the ability of the Solar Facility to generate revenue for Tenant, Tenant may, at its option, terminate this Lease, in which case the Rent shall be apportioned as of such date and Tenant shall be released of all further duties and obligations hereunder, except applicable duties regarding decommissioning of the Solar Facility. Landlord shall be entitled to the entire proceeds of any condemnation award for the Property; provided, however, that Tenant shall be entitled to pursue a separate award from the condemning authority for the Solar Facility. Landlord agrees to cooperate, provide information, and coordinate with Tenant to enable Tenant to pursue such separate condemnation award for the Solar Facility.

19. Force Majeure. The Parties’ obligations under this Lease shall be suspended (exclusive of the obligation of Tenant to pay Rent), and any applicable time periods set forth herein shall be tolled, for a maximum of forty-five (45) days, while a Party’s performance under the Lease is rendered substantially commercially impracticable or impossible by an Event of Force Majeure. **“Event of Force Majeure”** means any of the following: strikes, lock outs or other labor disturbances; delays in transportation; the inability to secure labor or materials in the open market; acts of God or the elements; conditions attributable to acts of war, terrorism or civil disturbances; restrictions imposed by governmental authorities due to a pandemic, or ineligibility for investment tax credits due to government action or other governmental action that frustrate the purposes of the Agreement.

20. Applicable Laws. In this Lease, **“Applicable Laws”** shall mean all applicable federal, state, county, local or municipal laws, rules, regulations, ordinances, directives, orders, covenants, easements, zoning and land use regulations and restrictions of record, enacted, adopted, issued, or promulgated by any governmental authority, now in effect or which may hereafter come into effect, without regard to specific use.

21. General Indemnification.

A. By Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all liability for any breach of this Lease by Tenant or for bodily injuries (including death) or property damage caused by the gross, negligent or willful actions or omissions of Tenant, its employees,

representatives, contractors, subcontractors, patrons and invitees.

B. By Landlord. Landlord shall indemnify and hold Tenant harmless from and against any and all liability for any breach of this Lease by Landlord or for bodily injuries (including death) or property damage caused by the gross, negligent or willful acts or omissions of Landlord, its employees, representatives, contractors, subcontractors, patrons and invitees.

22. Lien of Mortgage. Tenant shall not cause, create, incur, assume or suffer to exist any mortgage, pledge, lien charge, security interest, encumbrance or claim of any nature (“**Liens**”) with respect of the Property or the Premises other than as otherwise permitted under this Lease. If a Lien is so registered, Tenant shall take whatever actions are necessary to either contest the Lien through appropriate legal action, or to have the Lien or encumbrance removed within 30 business days.

23. Recording. If requested by Tenant, Landlord agrees to execute a Memorandum of Lease, in substantially the form set forth in Exhibit C, which Tenant may record with the appropriate recording officer at Tenant's sole cost. Additionally, Landlord hereby authorizes Tenant to file a UCC financing statement with the appropriate jurisdiction to identify the Solar Facility as the personal property of Tenant and disclaim the Solar Facility as a fixture.

24. No Consequential Damages. Except to the extent arising from a Party's negligence, willful misconduct, fraud, violation of law, or third party indemnification obligations, neither Party nor its directors, officers, shareholders, partners, members, agents and employees, subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of the possibility of such.

25. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of New York, without giving effect the conflicts of laws principles thereof. In any litigation or cause of action arising hereunder, the prevailing party shall have its reasonable costs and attorneys' fees paid by the non- prevailing party.

26. Brokerage Commissions. Unless otherwise noted on the Cover Sheet, Landlord and Tenant have dealt directly as principals and neither Party has knowledge of any brokerage commission claimed or payable as a result of the execution of this Lease. Each Party hereby agrees to indemnify, defend, and hold harmless the other Party from and against claims for brokerage commissions asserted by any third party as a result of actions by the indemnifying Party claimed to give rise to brokerage commissions payable as a result of the execution of this Lease.

27. No Third-Party Beneficiary. This Lease and each of the provisions hereof are solely for the benefit of Landlord and Tenant and their successors and permitted assigns. No provisions of this Lease, or of any of the documents and instruments executed in connection herewith, shall be construed as creating in any person or entity other than Landlord and Tenant any rights of any nature whatsoever.

28. Notices. All notices, communications and waivers under this Lease shall be in writing and shall be (a) delivered in person, (b) delivered by a nationally recognized overnight courier service which provides confirmation of receipt, or (c) sent by electronic mail, in each case to the applicable addresses on the Cover Sheet of this Lease. Notices shall be deemed given when received, with proof of receipt, or if receipt is refused, when first attempted.

29. Assignment. This Lease may not be assigned in whole or in part by either Party, except as noted below, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, (a) Tenant may, with 30 days notice to Landlord:

(i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Lease to any financing party (including equity financing or sale/leaseback transactions or other entity through which Tenant is obtaining financing or capital for the Solar Facility) which is independently capable of performing each and every obligation of Tenant hereunder, or (ii) directly or indirectly assign this Lease to an affiliate of Tenant which affiliate is independently capable of performing each and every obligation of "Tenant" under the Lease in the same manner as that of the originally named Tenant hereunder, including the Decommissioning Security pursuant to Section 4(c), and (b) Landlord may assign this Lease to any purchaser of the Property or to any Mortgagee. Tenant shall not sublease the Premises, in whole or in part, without the Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. Landlord will not impede Tenant's capitalization of project construction, and operations and maintenance in compliance with city and county permitting.

30. Estoppel Certificate. Each of Tenant and Landlord shall at any time and from time to time, upon not less than fifteen (15) days' prior written request by the other Party hereto, execute, acknowledge and deliver to such other Party, its respective mortgagee, purchaser, or any other third party designated by such Party (and at the requesting Party's cost), to the extent factually accurate, a reasonable and customary estoppel letter or certificate. Each of Tenant and Landlord further agrees to certify to any prospective purchaser or mortgagee any other reasonable information specifically requested by such prospective purchaser or mortgagee.

31. Survival. The obligations under Sections 4, 8, 11, 17, 21, 24, 25, 31 and 32, and any other provisions of this Lease that, by their nature and context, are intended to survive termination of this Lease, shall survive the expiration or termination of this Lease.

32. Confidentiality and No Publicity.

A. Any information, including, without limitation, business plans, strategies, financial information, proprietary, patented and/or technical information regarding the design, operation and maintenance of the Solar Facility, that Landlord knows or has reason to know (either because such information is marked or otherwise identified by Tenant orally or in writing as confidential or proprietary, has commercial value, or because it is not generally known in the relevant trade or industry), as well as the material terms of this Lease, is confidential information of Tenant ("**Confidential Information**"), and will remain the sole property of Tenant.

B. Unless otherwise required by law, Landlord shall not disclose, use, modify, copy, reproduce or otherwise divulge Confidential Information other than to fulfill its obligations under this Lease, without the express written consent of Tenant.

C. The prohibitions contained in this Section 32 will not apply to information (i) lawfully known to or independently developed by Landlord without breach of this Section 32, (ii) generally known to the public, or (iii) lawfully obtained from any third party and not subject to disclosure restrictions or information required to be disclosed by applicable law or legal process.

D. Nothing in this Section 32 shall limit the ability of either Party to enforce this Lease or to secure financing and the terms of this Lease (or the Lease itself) may be disclosed to financing parties of either Party, as needed. In any event, Landlord shall be liable for any breach of this provision by any entity to whom Landlord discloses Confidential Information.

E. Landlord agrees that Tenant would be irreparably injured by a breach of this Section 32 and that Tenant may be entitled to equitable relief, including injunctive relief and specific performance.

F. Neither Party shall use the name, trade name, service mark, nor trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party, not to be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may, without Landlord's consent, use the Landlord's name and a description of the Solar Facility installed at the Property in Tenant's advertising or other marketing materials.

Exhibit B
PROPERTY, PREMISES AND SITE PLAN

Property: 317 West Church Street, Elmira, NY (City Hall)

Premises: Parking Canopy: 372 kW (3)



Property: 101 West Grey Street, Elmira, NY (Center City Garage)

Premises: Parking Canopy 1,245 kW (2)



Property: 840 Linden Place, Elmira, NY (DPW)

Premises: Rooftop 455 kW



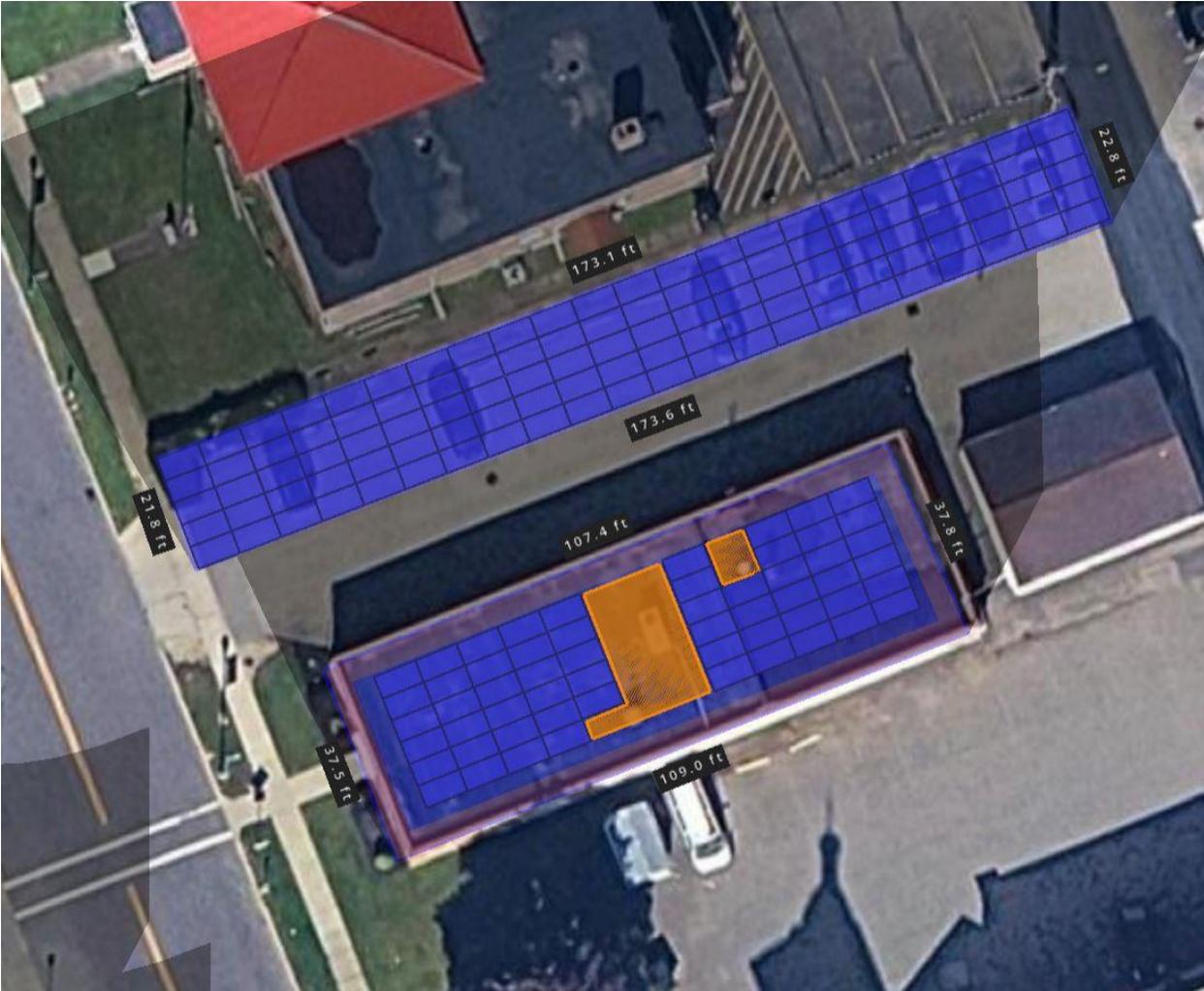
Property: 101 West Second Street, Elmira, NY (Code Enforcement)

Premises: Rooftop 95 kW ; Parking Canopy 266 kW (2)



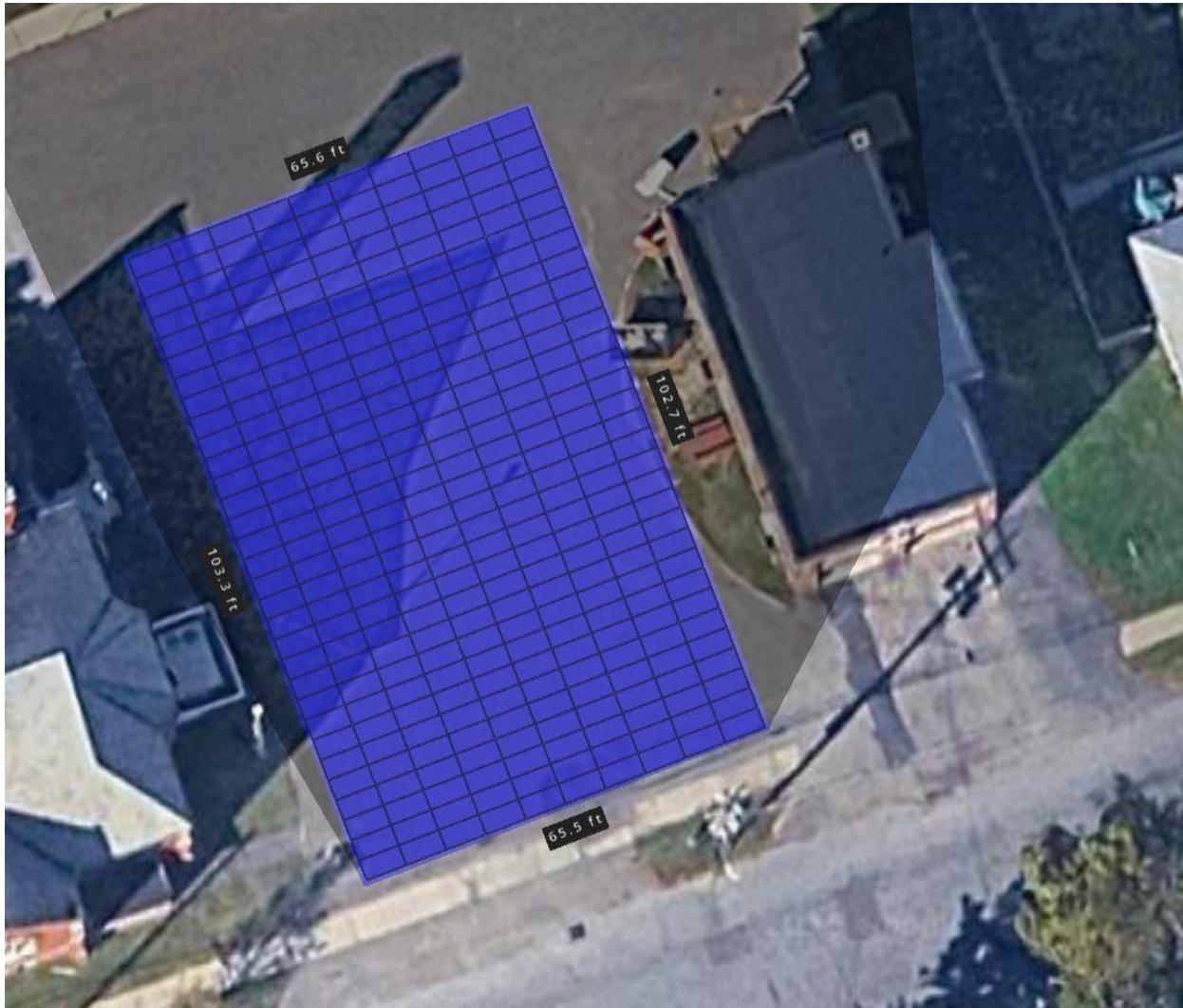
Property: 312 Lake Street, Elmira, NY (Detective Office)

Premises: Rooftop 38.7 kW ; Parking Canopy 64.5 kW



Property: 338 Roe Avenue, Elmira, NY (EFD5)

Premises: Canopy 99 kW



Property: 213 West Miller Street, Elmira, NY (EFD3)

Premises: Rooftop 78 kW ; Parking Canopy 118 kW (2)



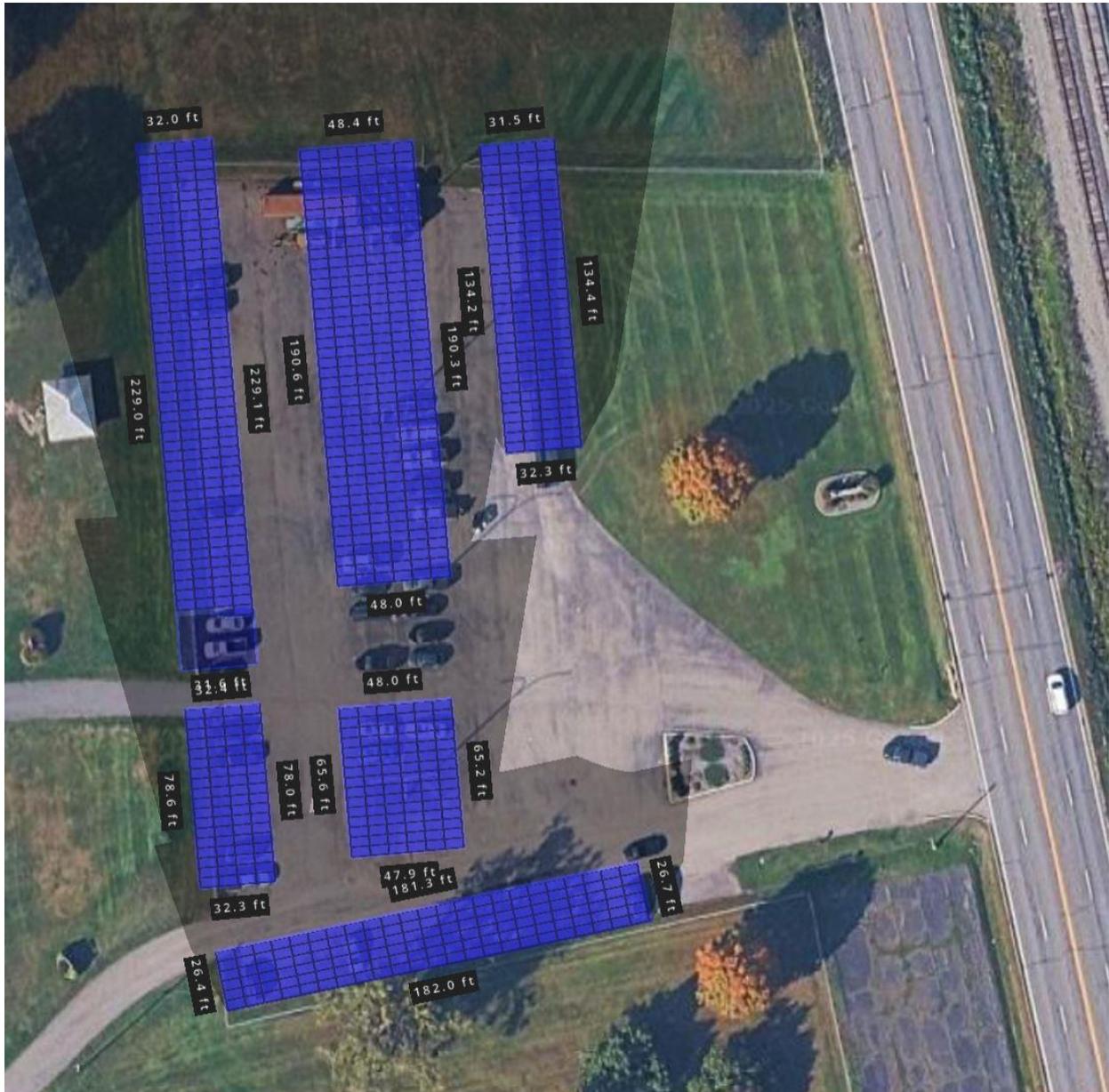
Property: 313 Lake Street, Elmira, NY (remote parking lot)

Premises: Parking Canopy 201 kW



Property: 2275 Corning Road, Elmira, NY (golf course)

Premises: Parking Canopy 789 kW (6)



Property: 1 Fountain Drive, Elmira, NY (Water Board)

Premises: Rooftop 921 kW (2) ; Parking Canopy 157 kW (2) ; Ground-mount 497 kW



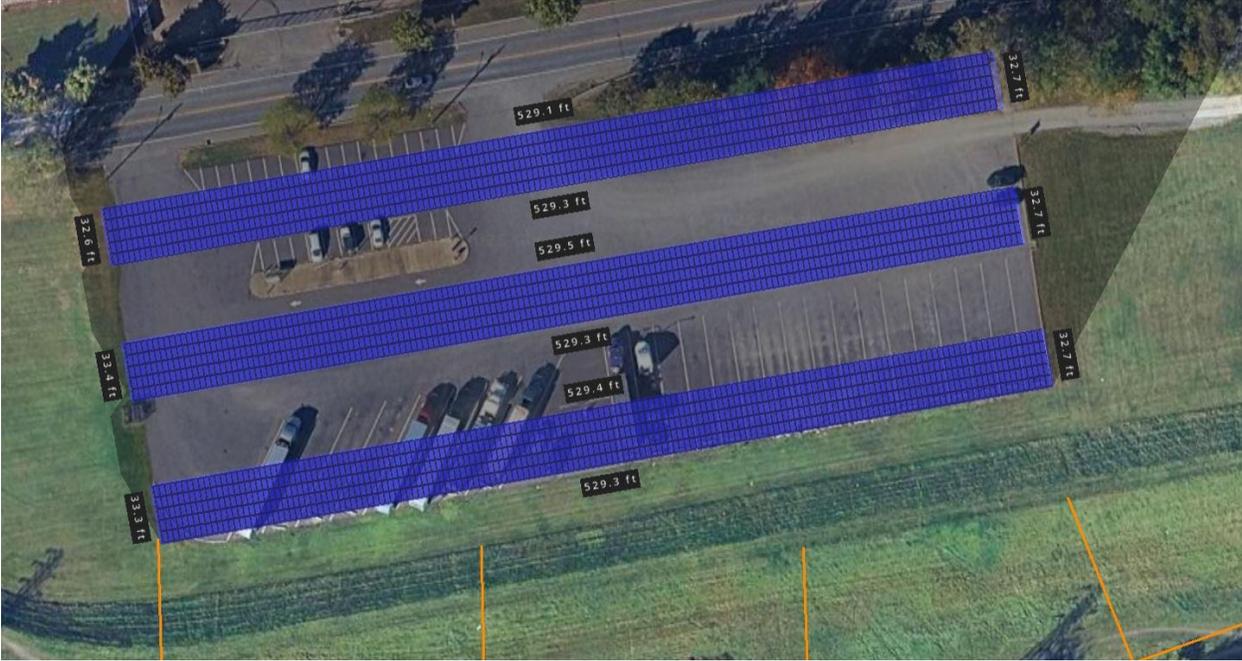
Property: 508 College Avenue, Elmira, NY (storage)

Premises: Rooftop 90 kW ; Parking Canopy 64 kW



Property: 900 East Water Street, Elmira, NY (parking lot)

Premises: Parking Canopy 826.2 kW (3)



Property: Bancroft Road, Elmira, NY (cemetery extension)

Premises: TBD (estimated between 7 MW – 11 MW)

The image shows a map interface with a blue-shaded property boundary on Bancroft Rd. A data table is overlaid on the map, titled "Elmira". The table contains the following information:

Elmira	
Zoom to	
DEED_BK_PG	
OID_	18294
PRINTKEY_1	
GIS_ID	07040007901700010010010000
ACCT_NUM	070E7033
SWIS_	070400
PIN	07901700010010010000
PROPERTY_A	WOODLAWN CEMETERY
W_OWNER_1	CITY OF ELMIRA
W_OWNER_2	
ACRES	0003100
FRONT_FT	

Exhibit C

FORM OF MEMORANDUM OF SITE LEASE

This is a Memorandum of Lease (“Memorandum”) made and entered into as of this 23rd day of July, 2025 (“Effective Date”), by and between City of Elmira, New York, a New York State municipal corporation (hereinafter “Landlord”), having a mailing address of 317 West Church Street, Elmira, NY 14901 and Reify Energy, LLC, a Delaware limited liability company, having an address of 4800 Hampden Lane, Suite 200, Bethesda, MD 20814 (hereinafter “Tenant”).

1. Grant of Lease; Term.

a) Pursuant to a certain Solar Lease Agreement dated as of [•], by and between the Landlord and Tenant (“Lease”), Landlord has leased to Tenant and Tenant has leased from Landlord certain rentable roof space on real properties located in SEE EXHIBIT B (14 property / premise locations) (“Property”) as further described in Exhibit “A” attached hereto and made a part hereof.

b) Landlord has leased the Property to Tenant effective as of July 2025 and expiring on or about July 2050.

c) At the end of the Term, or the Renewal Term (as applicable), this Lease will renew for the Renewal Term only if either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the then current Term.

d) Landlord has leased the Property to Tenant subject to the provisions of the Lease, the provisions of which are incorporated herein reference herein.

2. Purpose. It is expressly understood and agreed by all parties that the sole purpose of this Memorandum is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Property and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns. As between Landlord and Tenant, all equipment installed by Tenant on the Property is deemed personal property of Tenant.

3. Governing Law. This Memorandum shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

4. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute the same document.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease pursuant to due authorization on the dates herein acknowledged.

LANDLORD:

CITY OF ELMIRA

New York State municipal corporation.

By: _____

Name: Daniel J. Mandell, Jr.

Title: Mayor

On the day of _____, 2025 before me, the undersigned, personally appeared DANIEL J. MANDELL, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public

TENANT:

_____, a
_____ limited liability company

By: _____
Name: _____
Title: _____

On the day of _____, 2025 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public

EXHIBIT “A” – Memo of Site Lease

Property Description

1. 317 West Church Street, Elmira, NY (City Hall)
2. 101 West Grey Street, Elmira, NY (City Center Garage)
3. 840 Linden Place, Elmira, NY (DPW shed)
4. 101 West Second Street, Elmira, NY (Code Enforcement)
5. 312 Lake Street, Elmira, NY (Detective Office)
6. 338 Roe Avenue, Elmira, NY (EFD5)
7. 213 West Miller Street, Elmira, NY (EFD3)
8. 313 Lake Street, Elmira, NY (remote parking lot)
9. 2275 Corning Road, Elmira, NY (golf course)
10. 311 West Center Street, Elmira, NY (Police Academy)
11. 1 Fountain Drive, Elmira, NY (Water Board)
12. 508 College Avenue, Elmira, NY (storage)
13. 900 East Water Street, Elmira, NY (parking lot)
14. Bancroft Road, Elmira, NY (cemetery extension)

Exhibit D

TENANT'S INSURANCE

Insurance. Throughout the term of the Lease, Tenant will obtain and maintain the following insurance:

1. Commercial General Liability/Umbrella Liability insurance;
2. Comprehensive Automobile Liability insurance (covering automobiles owned or leased by Tenant, if any); and
3. Workers' Compensation insurance including Employer's Liability insurance.

Coverages. Commercial General Liability/Umbrella Liability limits of insurance shall be in accordance with the following, to be revised as needed by the agreement of the parties to remain consistent with Landlord's Insurance set forth hereafter, as amended or revised pursuant to the applicable requirements of the governmental authority having jurisdiction:

1. During any period of construction an amount not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence with a Two Million Dollar (\$2,000,000) annual aggregate. Such annual aggregate limit is to be expressed on a "per project" basis;
2. After any period of construction an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a Two Million Dollar (\$2,000,000) annual aggregate. Such annual aggregate limit is to be expressed on a "per project" basis;
3. \$5,000,000 umbrella;
4. Automobile Liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) per accident; and
5. Workers' Compensation insurance shall be for the statutory benefits which may, from time to time throughout the term the Lease, become payable in the jurisdiction in which work is located.
6. Tenant shall name Landlord, Landlord's lenders and Landlord's existing management company, as additional insureds and loss payees on its commercial general liability policy and property insurance, as applicable.
7. Every four years within forty-five (45) business days of the beginning of the fourth year of the lease start date and every four years thereafter, each of the amounts set forth in section 1, 2, 3 and 4 herein above shall be adjusted according to then current market rates.

Jurisdiction/Insurer Rating. Except for Professional Liability insurance, all insurance shall be issued by a company (or companies) that is (are) licensed to do business in the jurisdiction in which Tenant's work is located, unless not available. All insurance shall be issued by a company (or companies) that has (have) a rating equal to or exceeding A-: XII from A.M. Best Company.

LANDLORD'S INSURANCE

Insurance. Throughout the term of the Lease, Landlord will obtain and maintain the following insurance:

1. Commercial General Liability/Umbrella Liability insurance (written on an occurrence basis);
2. Comprehensive Automobile Liability insurance (covering automobiles owned or leased by Landlord, if any); and
3. Workers' Compensation insurance including Employer's Liability insurance.

Coverages. Commercial General Liability/Umbrella Liability limits of insurance shall be in accordance with the following, to be revised as needed by the agreement of the parties:

1. An amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence with a Two Million Dollar (\$2,000,000) annual aggregate. Such annual aggregate limit is to be expressed on a "per project" basis;
2. Automobile Liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) per accident; and
3. Workers' Compensation insurance shall be for the statutory benefits which may, from time to time throughout the term the Lease, become payable in the jurisdiction in which work is located.

Jurisdiction/Insurer Rating. Except for Professional Liability insurance, all insurance shall be issued by a company (or companies) that is (are) licensed to do business in the jurisdiction in which the Property is located. All insurance shall be issued by a company (or companies) that has (have) a rating equal to or exceeding A-: XII from A.M. Best Company.

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 10 and 11 of 2025 in the amount of \$21,478.40.

Resolution Number: 2025-220

Sponsor: Gary Brinn

ATTACHMENTS

[RESOLUTION 072825a.docx](#)
[10-11 2025.docx](#)

July 28, 2025

FOR THE AGENDA

COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

Attached is the breakdown of overtime pay earned by the personnel of the Elmira Fire Department for pay periods 10 and 11 of 2025.

It is respectfully recommended that the City Council authorize the payment of \$21,478.40 for pay periods 10 and 11 of 2025 to members of the Elmira Fire Department who actually were called upon to work these extra hours.

Respectfully submitted,

P. Michael Collins
City Manager

RESOLUTION
NO. 2025-_____

By Councilmember _____

RESOLVED, that the communication from the City Manager dated July 28, 2025 reporting the overtime pay for the Elmira Fire Department personnel during emergency situations for pay periods 10 and 11 of 2025 be received and placed on file; and it be further

RESOLVED, that the overtime pay for pay periods 10 and 11 of 2025 in the amount of \$21,478.40 be and the same is hereby approved for such work performed during emergency situations by members of the Elmira Fire Department.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

**ELMIRA FIRE DEPARTMENT
2025
BREAKDOWN OF OVERTIME PAY PERIODS 10 and 11**

<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
SICK	267.00	13,944.60
PERSONAL	72.00	3,364.44
LIGHT DUTY	24.00	1,400.88
INJURY	11.00	834.24
EMT	10.00	558.26
*FIRE RECALL	22.75	1,312.93
~HELD OVER	1.00	63.05
<hr/>		
TOTAL	407.75	21,478.40

* E. CHURCH ST. FIRE
DAVIS ST. FIRE

~ EMS CALL LATE IN SHIFT

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution reporting the overtime for the Elmira Fire Department for pay periods 12 and 13 of 2025 in the amount of \$41,484.00.

Resolution Number: 2025-221

Sponsor: Joseph Duffy

ATTACHMENTS

[RESOLUTION 072825b.docx](#)
[12-13 2025.docx](#)

July 28, 2025

FOR THE AGENDA

COMMUNICATION

To The Honorable Mayor and Council

Dear Council Members:

Attached is the breakdown of overtime pay earned by the personnel of the Elmira Fire Department for pay periods 12 and 13 of 2025.

It is respectfully recommended that the City Council authorize the payment of \$41,484.00 for pay periods 12 and 13 of 2025 to members of the Elmira Fire Department who actually were called upon to work these extra hours.

Respectfully submitted,

P. Michael Collins
City Manager

RESOLUTION
NO. 2025-_____

By Councilmember _____

RESOLVED, that the communication from the City Manager dated July 28, 2025 reporting the overtime pay for the Elmira Fire Department personnel during emergency situations for pay periods 12 and 13 of 2025 be received and placed on file; and it be further

RESOLVED, that the overtime pay for pay periods 12 and 13 of 2025 in the amount of \$41,484.00 be and the same is hereby approved for such work performed during emergency situations by members of the Elmira Fire Department.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

**ELMIRA FIRE DEPARTMENT
2025
BREAKDOWN OF OVERTIME PAY PERIODS 12 and 13**

<u>DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
SICK	226.40	12,957.36
PERSONAL	144.00	9,764.40
LIGHT DUTY	48.00	2,479.20
UNION BUSINESS	24.00	1,820.16
DAY SHIFT OT	2.63	199.46
*FIRE INVESTIGATION	7.00	486.12
*FIRE RECALL	66.80	4,086.50
~EMERGENCY RECALL	22.00	1,262.84
^HELD OVER	1.00	68.64
HAZMAT TRAINING	32.00	2,311.68
SCHOOL	144.00	8,359.32
<hr/>		
SUBTOTAL	717.83	43,795.68
BILL TO HAZMAT CONSORTIUM	-32.00	-2,311.68
TOTAL	685.83	41,484.00

* W. CHURCH ST. FIRE
W. FOURTH ST. FIRE
I86 TRACTOR TRAILER FIRE

~ I86 MVA
RIVER RESCUE (2)

^ LATE IN SHIFT CALLS/COMPLETING REPORTS

Elmira City Council

Agenda Summary: Act on Lead Hazard Reduction Grant Program Audit.

Resolution Number: 2025-222

Sponsor: Nan Moss

ATTACHMENTS

[07-28-2025 audit \(LEAD\).doc](#)

July 28, 2025

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2025-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$9,800.00** are hereby audited for payment for the LEAD Hazard Reduction Grant, July 28, 2025.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Acct. Name	Payee	Item	Amount
Payroll Expenses	Payroll	Payroll to be reimbursed to CDBG- not to exceed	\$ 4,000.00
Clearance Test	Eco-testing Services	invoice #2227	\$ 300.00
Training	Eco-testing Services	invoice #2229	\$ 5,500.00
		TOTAL	\$ 9,800.00

Elmira City Council

Agenda Summary: Act on Community Development Block Grant Program Audit.

Resolution Number: 2025-223

Sponsor: Corey Cooke

ATTACHMENTS

[07-28-2025 audit \(CDBG;HOME\).docx](#)

July 28, 2025

CITY OF ELMIRA
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 RESOLUTION NO. 2025-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$19,633.26** they are hereby audited for payment for the Community Development Block Grant, July 28, 2025.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Acct. Name	Payee	Item	Amount
Payroll (Rehab and Admin)	Payroll	Payroll not to exceed	\$19,000.00
Recording Fee	Chemung County Clerk	See attachment for additional information	\$75.00
Postage	City Chamberlain	invoice #2025-39	\$50.03
Advertising	LocaliQ NewYork/New Jersey Gannett	11474862	\$8.23
FTHB Inspection Fee	Precision Home Inspection	041025JM2 see attachment for additional information	\$500.00
		TOTAL	\$19,633.26

Agenda Summary: Act on Audit.
Resolution Number: 2025-224
Sponsor: Mayor Mandell

ATTACHMENTS

[Cover Sheet.pdf](#)
[Backup Part 1.pdf](#)
[Backup Part 2.pdf](#)

DATE: July 28th, 2025
 TO: THE HONORABLE MAYOR AND COUNCIL
 FROM: CHARMAIN CATTAN, CITY CHAMBERLAIN

I hereby present to you for examination and audit the following lists. These lists and the supporting vouchers and payrolls have been examined by the departments concerned and have been certified by them to me. An examination of these claims has been made by the Chamberlain's office for the purpose of ascertaining that the prerequisites to the audit have been complied with.

CURRENT BUDGET FUNDS:	\$275,832.85
CAPITAL FUNDS:	\$322,166.94
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$597,999.79
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OTHER PAYMENTS:

PAYROLLS W/E July 27th, 2025	\$850,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$51,036.03
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$901,036.03
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GRAND TOTAL PAYMENTS:	\$1,499,035.82
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RESOLUTION NO. 2025-

By Councilmember _____

RESOLVED, that the bills and the payrolls in the amount of
be and they hereby are audited and approved for payment,
when in funds.

\$1,499,035.82

ADOPTED BY THE FOLLOWING VOTE:

AYES-----	-----	-----NAYS
_____ COUNCILMEMBER MOSS		_____
_____ COUNCILMEMBER WILSON		_____
_____ COUNCILMEMBER COOKE		_____
_____ COUNCILMEMBER BRINN		_____
_____ COUNCILMEMBER GRASSO		_____
_____ COUNCILMEMBER DUFFY		_____
_____ MAYOR MANDELL		_____

=====

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 07/28/2025

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	07/28/2025	207734	Accounts Payable	ADP	4,672.17
	Invoice	Date	Description	Check Sort Code	Amount
	695066888	07/15/2025	CLIENT NUMBER 262059		1,474.00
	695067293	07/15/2025	CLIENT NUMBER 262059		2,060.88
	695065462	07/15/2025	CLIENT NUMBER 262059		1,137.29
Check	07/28/2025	207735	Accounts Payable	ALTA CONSTRUCTION EQUIPMENT NY LLC	1,170.52
	Invoice	Date	Description	Check Sort Code	Amount
	P11/36798	07/09/2025	OEM PARTS VOLVO EQUIP		1,170.52
Check	07/28/2025	207736	Accounts Payable	AMAZON CAPITAL SERVICES INC	179.34
	Invoice	Date	Description	Check Sort Code	Amount
	1JR7-4XJN-RPGC	07/15/2025	BLANKET PO OFFICE SUPPLIES PGB-1989, 17-572		131.40
	1FYH-GGF7-YYDV	07/14/2025	Automotive Parts		47.94
Check	07/28/2025	207737	Accounts Payable	AT&T	181.76
	Invoice	Date	Description	Check Sort Code	Amount
	1181588468	07/15/2025	ACCT#1000-810-0850		181.76
Check	07/28/2025	207738	Accounts Payable	AUSTIN EXCAVATING & PAVING INC	2,974.61
	Invoice	Date	Description	Check Sort Code	Amount
	19232	06/30/2025	PARTS AND SUPPLIES		2,974.61
Check	07/28/2025	207739	Accounts Payable	BULKHEAD HARDWARE COMPANY, INC.	49.99
	Invoice	Date	Description	Check Sort Code	Amount
	394286	06/26/2025	BLANKET FOR PARTS & SUPPLIES		49.99
Check	07/28/2025	207740	Accounts Payable	CHAMPION FASTENERS	77.58
	Invoice	Date	Description	Check Sort Code	Amount
	106194	06/26/2025	BLANKET FOR HARDWARE AND EQUIPMENT		49.44
	106450	07/08/2025	Parts & Hardware for Sign Shop		28.14
Check	07/28/2025	207741	Accounts Payable	CHAPEL LUMBER COMPANY	158.96
	Invoice	Date	Description	Check Sort Code	Amount
	2507-163671	07/01/2025	SUPPLIES		36.08
	162135+	06/16/2025	BLANKET FOR LUMBER, MISC BUILDING MATERIALS		122.88
Check	07/28/2025	207742	Accounts Payable	CHARLES SHAFFER	100.00
	Invoice	Date	Description	Check Sort Code	Amount
	7/15/25	07/15/2025	BOARD OF ASSESSMENT REVIEW		100.00
Check	07/28/2025	207743	Accounts Payable	CHEMUNG COUNTY TRANSFER	31,385.51
	Invoice	Date	Description	Check Sort Code	Amount
	142002, 142015	06/23/2025	GARBAGE REFUSE FEES FOR CITY & HERITAGE		9,425.66
	142003	06/23/2025	GARBAGE REFUSE FEES FOR ELMIRA HEIGHTS		600.60
	142055, 142071	07/01/2025	GARBAGE REFUSE FEES FOR CITY & HERITAGE		11,806.70
	142057	07/01/2025	GARBAGE REFUSE FEES FOR ELMIRA HEIGHTS		995.71
	142096	07/07/2025	GARBAGE REFUSE FEES FOR ELMIRA HEIGHTS		601.92
	142094, 142105	07/07/2025	GARBAGE REFUSE FEES FOR CITY & HERITAGE		7,696.42
	142095	07/15/2025	CUST#TI-00038 1		33.00

Check	Invoice	Date	Description	Check Sort Code	Amount
	142056	07/15/2025	CUST#TI-00038 1		225.50
Check	07/28/2025	207744	Accounts Payable CHEMUNG COUNTY TREASURER		91,674.33
	2025-00000008	07/15/2025	2025 Q2 PERSONNEL AND SERVICES		91,674.33
Check	07/28/2025	207745	Accounts Payable Clay Ridge Trucking INC		920.50
	10145	06/12/2025	Tire Recycling		920.50
Check	07/28/2025	207746	Accounts Payable COLDIRON FUEL INC.		4.00
	ADJUSTMENT	07/15/2025	HOUSE ACCOUNT 4044		4.00
Check	07/28/2025	207747	Accounts Payable CONSTELLATION ENERGY SERVICES OF NEW YORK, INC.		15,184.95
	71037670201	07/15/2025	CUST#2530739-41493		15,184.95
Check	07/28/2025	207748	Accounts Payable COREY VON NEIDA		20.00
	TD 37-2025	07/15/2025	PER DIEM - LUNCH		20.00
Check	07/28/2025	207749	Accounts Payable CULLIGAN		9.75
	2720x34919904	06/30/2025	BLANKET FOR WATER AND COOLER RENTAL		9.75
Check	07/28/2025	207750	Accounts Payable CURREN HARDWARE & FEED		521.60
	28727, 28558	07/02/2025	BLANKET FOR HARDWARE AND EQUIPMENT		331.87
	29485+	07/11/2025	PARTS AND SUPPLIES		160.46
	27431	07/15/2025	ANIMAL SHELTER		29.27
Check	07/28/2025	207751	Accounts Payable CUSTOM PEST CONTROL		208.72
	198552	07/02/2025	PEST CONTROL AT 312 LAKE ST		50.00
	198552+	07/02/2025	PEST CONTROL		158.72
Check	07/28/2025	207752	Accounts Payable D & W DIESEL & ELECTRIC		1,151.41
	DB7229	06/23/2025	MISC PARTS		1,151.41
Check	07/28/2025	207753	Accounts Payable DEPARTMENT OF COMMUNITY DEV		25,000.00
	2025 Services	07/15/2025	Comm Dev Services		25,000.00
Check	07/28/2025	207754	Accounts Payable EBM		1,465.12
	005789	07/15/2025	EBM LICENSE FEE & COBRA ADMIN FEE		1,465.12
Check	07/28/2025	207755	Accounts Payable ELMIRA COCA-COLA BOTTLING CORP.		1,749.88
	47733473011+	07/02/2025	BLANKET FOR SODA/WATER		1,749.88
Check	07/28/2025	207756	Accounts Payable ELMIRA WATER BOARD		1,528.94
	1181-1	06/24/2025	REPAIR AT MTGC		1,528.94
Check	07/28/2025	207757	Accounts Payable EMPIRE ACCESS		859.98
	11732990	07/15/2025	ACCT#00089371-4		859.98
Check	07/28/2025	207758	Accounts Payable ERIE MATERIALS, INC.		764.19
	3432371	06/23/2025	BUILDING SUPPLIES		764.19
Check	07/28/2025	207759	Accounts Payable FEDERAL EXPRESS CORP.		7.30

Check	Invoice	Date	Description	Check Sort Code	Amount
	8-908-02976	07/15/2025	ACCT#1210-7902-0		7.30
Check	07/28/2025	207760	Accounts Payable FIRST TURF & ORNAMENTAL		216.00
	1010973	06/30/2025	EXCALIBUR PELLETS		216.00
Check	07/28/2025	207761	Accounts Payable HAMILTON MEATS, INC.		1,791.80
	57415+	07/02/2025	MEAT/CHEESE/SNACKS		730.80
	57439	07/09/2025	MEAT/CHEESE/SNACKS		1,061.00
Check	07/28/2025	207762	Accounts Payable I. D. BOOTH, INC.		1,698.70
	170257	06/26/2025	PARTS AND SUPPLIES		639.72
	173679	07/08/2025	BLANKET FOR ELECTRICAL SUPPLIES		282.03
	169100+	07/01/2025	BLANKET FOR PARTS & SUPPLIES		402.63
	169725+	06/25/2025	BLANKET FOR INUDTRIAL SUPPLIES		231.96
	170252+	06/26/2025	ELECTRICAL SUPPLIES		4.06
	174390+	07/09/2025	ELECTRICAL SUPPLIES		138.30
Check	07/28/2025	207763	Accounts Payable Image First Uniform Rental Service, LLC		56.64
	266552252	07/01/2025	RAGS/LINEN SUPPLIES		56.64
Check	07/28/2025	207764	Accounts Payable INSERO & CO CPAs LLP		4,000.00
	159093	07/15/2025	CLIENT ID#4115		4,000.00
Check	07/28/2025	207765	Accounts Payable JAMES J TURCSIK, JR.		2,600.00
	W/E 8/3/25	07/15/2025	PER CONTRACT		2,600.00
Check	07/28/2025	207766	Accounts Payable JOHN'S EQUIPMENT RENTAL		1,005.98
	78513	07/02/2025	BLANKET FOR SUPPLIES		117.98
	75283	01/14/2025	Health & Safety Supplies		870.00
	78633	07/07/2025	Automotive Parts		18.00
Check	07/28/2025	207767	Accounts Payable KECK'S FOOD SERVICE		2,867.66
	213748, 212644	06/30/2025	FOOD & SUPPLIES		2,158.67
	215633	07/09/2025	FOOD & SUPPLIES		708.99
Check	07/28/2025	207768	Accounts Payable KPOCH Intermediate Inc.		196.84
	743859	06/30/2025	AFTER HOURS LOCATING FOR UTILITIES		196.84
Check	07/28/2025	207769	Accounts Payable MCCARTHY TIRE SERVICE		1,208.00
	35-85218	06/23/2025	Automotive - Tires		410.00
	35-85517	07/02/2025	Automotive - Tires		798.00
Check	07/28/2025	207770	Accounts Payable MES Service Company LLC		340.65
	IN2290423	07/15/2025	MES Class A individual pieces		340.65
Check	07/28/2025	207771	Accounts Payable NORTHEAST SIGNAL		2,000.00
	70925md1	07/14/2025	BLANKET FOR PARTS & SUPPLIES		2,000.00
Check	07/28/2025	207772	Accounts Payable NYS ACADEMY OF FIRE SCIENCE		290.00
	V0036713V0036712	07/15/2025	NYS FIRE ACADEMY Blanket PO		290.00
Check	07/28/2025	207773	Accounts Payable NYS UNEMPLOYMENT INSURANCE		7,557.24

Invoice	Date	Description	Check Sort Code	Amount
7/1/25 STATUS	07/15/2025	EMPLOYER REGISTRATION # 04-60071 5		7,557.24
Check 07/28/2025 207774	Accounts Payable	NYS WORKERS' COMPENSATION BOARD		2,822.00
7/15/25	07/15/2025	WORKERS COMP LIABILITY		2,822.00
Check 07/28/2025 207775	Accounts Payable	NYSEG		283.48
JULY 03, 2025	07/15/2025	ACCT#1005-1984-374		139.01
JULY 11, 2025	07/15/2025	ACCT#1005-0397-206		144.47
Check 07/28/2025 207776	Accounts Payable	Passport Labs, Inc		638.95
INV-1053918	07/15/2025	TICKET PROCESSING FEES		638.95
Check 07/28/2025 207777	Accounts Payable	PEOPLEREADY INC		8,128.94
29209684+	07/02/2025	TEMP SERVICES		4,078.04
29215651	07/15/2025	TEMP SERVICES		2,314.80
29193226+	07/15/2025	TEMP SERVICES		1,736.10
Check 07/28/2025 207778	Accounts Payable	PERRY & CARROLL, INC.		795.76
36352	07/15/2025	POLICY#L362100225		795.76
Check 07/28/2025 207779	Accounts Payable	POSTLER & JAECKLE		1,125.00
1125.00	06/25/2025	BUILDING MAINTENANCE		1,125.00
Check 07/28/2025 207780	Accounts Payable	RENTALS TO GO LLC		250.00
740135	07/03/2025	PORTABLE TOILETS FOR PARKS		250.00
Check 07/28/2025 207781	Accounts Payable	REXEL OF AMERICA, LCC		51.05
142797958	06/26/2025	PARTS AND SUPPLIES		51.05
Check 07/28/2025 207782	Accounts Payable	SAM'S CLUB DIRECT		1,128.66
74/25, 7/1/25	07/01/2025	SNACKS/CUPS/SUPPLIES		892.34
7/11/25-	07/11/2025	SNACKS/CUPS/SUPPLIES		236.32
Check 07/28/2025 207783	Accounts Payable	SCHLATHER, STUMBAR, PARKS & SALK, LLP		3,932.50
9784	07/15/2025	STROBRIDGE ESTATE V. OROPALLO		3,932.50
Check 07/28/2025 207784	Accounts Payable	SCOTT ASPELL		13.99
7/2/2025	07/09/2025	BATTERIES		13.99
Check 07/28/2025 207785	Accounts Payable	SHEESLEY SEWER SERVICE		1,200.00
137701	06/14/2025	BUILDING MAINTENANCE		1,200.00
Check 07/28/2025 207786	Accounts Payable	SHEREE MASSEY		100.00
7/15/25	07/15/2025	BOARD OF ASSESSMENT REVIEW 7/15/25		100.00
Check 07/28/2025 207787	Accounts Payable	SiteOne Landscape Supply Holding, LLC		133.76
15525485-001	07/10/2025	defoamer		133.76
Check 07/28/2025 207788	Accounts Payable	STAND ENERGY CORPORATION		1,319.17
2149677	07/15/2025	ACCT#2141861 - JUNE 2025		1,319.17
Check 07/28/2025 207789	Accounts Payable	STEWART P. WILSON		31,148.37

Invoice	Date	Description	Check Sort Code	Amount
490992	03/27/2025	Fuel- Other Replacing 2025 PO		2,099.08
490787	03/07/2025	Fuel- Other Replacing 2025 PO		2,076.24
494916	04/29/2025	Fuel- Other Replacing 2025 PO		884.10
490788	05/02/2025	Fuel- Other Replacing 2025 PO		4,885.76
490990	05/21/2025	Fuel- Other Replacing 2025 PO		2,253.26
500814	05/27/2025	Fuel- Other Replacing 2025 PO		504.20
494914	05/28/2025	Fuel- Other Replacing 2025 PO		1,260.50
500813	07/16/2025	Fuel- Other Replacing 2025 PO		609.50
490988	07/16/2025	Fuel- Other Replacing 2025 PO		2,103.21
500812	06/10/2025	Fuel- Other Replacing 2025 PO		821.37
494913	06/11/2025	Fuel- Other Replacing 2025 PO		871.15
516415	06/11/2025	Fuel- Other Replacing 2025 PO		1,062.60
500811	06/17/2025	Fuel- Other Replacing 2025 PO		1,081.50
515085	06/18/2025	Fuel- Other Replacing 2025 PO		2,063.49
490791	06/25/2025	Fuel- Other Replacing 2025 PO		1,850.58
494854	06/25/2025	Fuel- Other Replacing 2025 PO		1,609.08
490459	06/25/2025	Fuel- Other Replacing 2025 PO		670.45
490987	07/02/2025	Fuel- Other Replacing 2025 PO		2,244.80
490986	07/09/2025	Fuel- Other Replacing 2025 PO		2,197.50
Check	07/28/2025	207790 Accounts Payable	SUPERIOR SUPPLY COMPANY	40.89
Invoice	Date	Description	Check Sort Code	Amount
69314	06/05/2025	BUILDING SUPPLIES		40.89
Check	07/28/2025	207791 Accounts Payable	SWIFT OFFICE EQUIPMENT	155.29
Invoice	Date	Description	Check Sort Code	Amount
077746	07/15/2025	RICHOH PRINT CHARGES - 2/25 - 6/18/25		155.29
Check	07/28/2025	207792 Accounts Payable	TAPCO/ TRAFFIC AND PARKING CONTROL	1,152.00
Invoice	Date	Description	Check Sort Code	Amount
SO772513	04/02/2025	Miscellaneous Parts/Hardware/Tools		1,152.00
Check	07/28/2025	207793 Accounts Payable	TIME WARNER CABLE	69.95
Invoice	Date	Description	Check Sort Code	Amount
143746101070125	07/15/2025	ACCT#143746101 - 215 W MILLER ST		69.95
Check	07/28/2025	207794 Accounts Payable	TIME WARNER CABLE	322.00
Invoice	Date	Description	Check Sort Code	Amount
8358101330070845	07/09/2025	INTERNET		123.95
12573070125	07/01/2025	INTERNET		198.05
Check	07/28/2025	207795 Accounts Payable	TIMOTHY BLANFORD	100.00
Invoice	Date	Description	Check Sort Code	Amount
JULY 15, 2025	07/15/2025	BOARD OF ASSESSMENT REVIEW 7/15/25		100.00
Check	07/28/2025	207796 Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.	72.80
Invoice	Date	Description	Check Sort Code	Amount
725507022025	07/02/2025	MONTHLY MESSAGE SERVICE FOR DPW		72.80
Check	07/28/2025	207797 Accounts Payable	UniFirst Corporation	397.97
Invoice	Date	Description	Check Sort Code	Amount
217377, 217232	06/26/2025	FLOOR MATS FOR CITY HALL, DPW, MTGC		198.17
222201, 222302	07/10/2025	FLOOR MATS FOR CITY HALL, DPW, MTGC		199.80
Check	07/28/2025	207798 Accounts Payable	VANDER MOLEN FIRE APPARATUS SALES & SERVICE	656.79
Invoice	Date	Description	Check Sort Code	Amount
7823	06/12/2025	Fire Truck Door Parts		656.79
Check	07/28/2025	207799 Accounts Payable	VASCO BRANDS, INC.	276.76
Invoice	Date	Description	Check Sort Code	Amount
145071a, 145309	07/07/2025	CLEANING SUPPLIES		276.76
Check	07/28/2025	207800 Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	2,049.68
Invoice	Date	Description	Check Sort Code	Amount

	737-5601-JUNE	07/15/2025	ACCT#251-754-338-0001-91		1,962.60
	737-5600-JUNE	07/15/2025	ACCT#651-754-337-0001-23		87.02
Check	07/28/2025	207801	Accounts Payable	VERIZON WIRELESS	3,399.42
	Invoice	Date	Description	Check Sort Code	Amount
	6116747763	07/15/2025	ACCT#286111989-00001		3,377.66
	737-0531-JUNE	07/15/2025	ACCT#251-754-321-0001-58		21.76
Check	07/28/2025	207802	Accounts Payable	WEST INFORMATION PUBLISHING GROUP	936.33
	Invoice	Date	Description	Check Sort Code	Amount
	852236506	07/15/2025	LIBRARY PLAN 6/1 - 6/30/25		509.66
	8512146394	07/15/2025	WESTLAW CHARGES 6/1 - 6/30/25		426.67
Check	07/28/2025	207803	Accounts Payable	WILSON RESTAURANT EQUIPMENT	1,068.00
	Invoice	Date	Description	Check Sort Code	Amount
	42599	06/06/2025	EQUIPMENT		1,068.00
Check	07/28/2025	207804	Accounts Payable	XEROX CORPORATION	652.67
	Invoice	Date	Description	Check Sort Code	Amount
	023775979	07/15/2025	CUST#718422447		5.79
	023775983	07/15/2025	CUST#726246770		28.80
	023775968	07/15/2025	CUST#726756687		58.68
	023775956	07/15/2025	CUST#726368111		171.76
	023775957	07/15/2025	CUST#726368160		17.18
	023775958	07/15/2025	CUST#726368178		133.92
	023775977	07/15/2025	CUST#727327157		25.96
	023775955	07/15/2025	CUST#726289374		112.36
	023775976	07/15/2025	CUST#727326274		56.64
	023775964	07/15/2025	CUST#726686991		21.15
	023775982	07/15/2025	CUST#726246168		20.43
Check	07/28/2025	207805	Accounts Payable	AIMEE R CHURCHILL, ESQ	39.33
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.15-4-65	07/15/2025	TAX OVERPAYMENT - 675 HERRICK STREET		39.33
Check	07/28/2025	207806	Accounts Payable	DUANE SWARTOUT	7.14
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.07-5-37	07/15/2025	REFUND - TAX OVERPAYMENT - 141 GRIDLEY LANE		7.14
Check	07/28/2025	207807	Accounts Payable	JOHN J BEDNAR	490.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.12-11-3	07/15/2025	SANITATION OPT OUT - 248-252 MILLER ST		490.00
Check	07/28/2025	207808	Accounts Payable	MARTIN M GOBEA	122.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#100.09-1-4	07/15/2025	SANITATION OPT OUT - 735 MAPLE AVENUE		122.00
Check	07/28/2025	207809	Accounts Payable	SIMMONS ROCKWELL CHEVROLET	2,657.58
	Invoice	Date	Description	Check Sort Code	Amount
	RFB-347	07/15/2025	BID DEPOSIT RETURN		2,657.58
Check	07/28/2025	207810	Accounts Payable	SK CONSTRUC. & PROP. MGMT, LLC	244.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#89.18-5-27	07/15/2025	SANITATION OPT OUT - 402 W CHURCH ST		244.00
GENERAL FUND GENERAL FUND Totals:				Transactions: 77	\$275,832.85
Checks:	77		\$275,832.85		

City of Elmira *LIVE*
Payment Batch Register
Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 07/28/2025

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING					
Check	07/28/2025	1049549	Accounts Payable	CORE	1,012.00
	Invoice	Date	Description	Check Sort Code	Amount
	277579-4	06/26/2025	Misc Drainage Supplies		187.00
	279711	07/10/2025	Drainage Supplies		825.00
Check	07/28/2025	1049550	Accounts Payable	DALRYMPLE GRAVEL COMPANY	1,122.33
	Invoice	Date	Description	Check Sort Code	Amount
	25328	06/29/2025	Hot Mix Asphalt RFB 2712		1,122.33
Check	07/28/2025	1049551	Accounts Payable	ERDMAN ANTHONY	36,202.20
	Invoice	Date	Description	Check Sort Code	Amount
	6755.13 Est. 25	07/16/2025	E. Water St Rejuvenation 6755.13		36,202.20
Check	07/28/2025	1049552	Accounts Payable	GRASS LANDS EQUIPMENT CO.	12,201.46
	Invoice	Date	Description	Check Sort Code	Amount
	1396828	07/01/2025	LANDSCAPING		12,201.46
Check	07/28/2025	1049553	Accounts Payable	NELSON & STREETER CONSTRUCTION CO.,I	18,200.00
	Invoice	Date	Description	Check Sort Code	Amount
	48218	06/30/2025	CONCRETE SIDEWALK AT BRAND PARK		18,200.00
Check	07/28/2025	1049554	Accounts Payable	NORTHEAST SIGNAL	179,400.00
	Invoice	Date	Description	Check Sort Code	Amount
	NESI_062025TT1	06/20/2025	Miovision Core DCM-Miovision		179,400.00
Check	07/28/2025	1049555	Accounts Payable	SIMMONS ROCKWELL	53,151.50
	Invoice	Date	Description	Check Sort Code	Amount
	NEW CAR 602	07/15/2025	CHEVY SILVERADO		53,151.50
Check	07/28/2025	1049556	Accounts Payable	Wrightcut EDM & Machine Inc.,	617.45
	Invoice	Date	Description	Check Sort Code	Amount
	INV 16595	07/15/2025	WRIGHTCUT Station 3 Kitchen		617.45
Check	07/28/2025	1049557	Accounts Payable	ZEISER WILBERT VAULT	20,260.00
	Invoice	Date	Description	Check Sort Code	Amount
	245715	07/01/2025	Frame & Cover Electrical		860.00
	245835	07/10/2025	Drainage Supplies *Rollover Funds		19,400.00
CAP CHECK CAPITAL CHECKING Totals:					\$322,166.94
			Transactions: 9		
Checks:		9	\$322,166.94		

HAND CHECKS DETAILS

\$51,036.03

CAPITAL HAND CHECKS DETAIL

\$0.00

City of Elmira *LIVE*
Payment Batch Register
Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 07/15/2025

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	07/15/2025	207730	Accounts Payable	CHASE CARD SERVICES	1,261.50
	Invoice	Date	Description	Check Sort Code	Amount
	6/7-7/6/25	07/14/2025	4246315436018764		1,261.50
Check	07/15/2025	207731	Accounts Payable	EMPIRE MERCHANTS NORTH	572.00
	Invoice	Date	Description	Check Sort Code	Amount
	92924658	07/14/2025	cust 700000524		572.00
Check	07/15/2025	207732	Accounts Payable	HUNTINGTON NATIONAL BANK	21,943.24
	Invoice	Date	Description	Check Sort Code	Amount
	1934599	07/14/2025	GOLF CARS LEASE MAY-OCTOBER		21,943.24
Check	07/15/2025	207733	Accounts Payable	JAMES J TURCSIK, JR.	2,600.00
	Invoice	Date	Description	Check Sort Code	Amount
	WEEK END 7/20/25	07/14/2025	PER CONTRACT		2,600.00
GENERAL FUND GENERAL FUND Totals:				Transactions: 4	\$26,376.74
Checks:		4		\$26,376.74	

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 07/10/2025

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND					
Check	07/10/2025	207729 Accounts Payable	CHEMUNG COUNTY CLERK		270.00
	<u>Invoice</u>	<u>Date</u>	<u>Description</u>	<u>Check Sort Code</u>	<u>Amount</u>
	Tasty Alimentos	07/10/2025	Index Filing Fee		270.00
GENERAL FUND GENERAL FUND Totals:			Transactions: 1		\$270.00
Checks:	1		\$270.00		

ACH PAYMENTS**A Fund**

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 07/04/2025-07/18/2025

7/10/2025 GHI DENTAL	\$	1,454.00
7/17/2025 GHI DENTAL	\$	1,848.00
		<hr/>
	\$	3,302.00

ENTERPRISE PAYMENTS FOR THE TWO WEEK PERIOD 07/04/2025-07/18/2025

7/8/2025 Enterprise Monthly Payment	\$	18,521.18
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MTGC LIQUOR BILLS FOR THE TWO WEEK PERIOD 07/04/2025-07/18/2025

7/10/2025 A.L. GEORGE	\$	389.85
7/10/2025 Saratoga Eagle	\$	437.25
7/16/2025 A.L. GEORGE	\$	565.76
7/16/2025 Saratoga Eagle	\$	853.25
		<hr/>
	\$	2,246.11

TA Fund

NYS 529 COLLEGE SAVINGS PROGRAM FOR THE TWO WEEK PERIOD 07/04/2025-07/18/2025

7/17/2025 C. Osiecki	\$	320.00
		<hr/>
	\$	320.00

Elmira City Council

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2025-225

Sponsor: Joseph Duffy

ATTACHMENTS

[Adjournment July 28.docx](#)

July 28, 2025

RESOLUTION
NO. 2025 – ____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, August 11, 2025, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	