



CHEMUNG COUNTY Planning Commission

150 Lake Street
Elmira, NY 14901
www.chemungcountyny.gov.com

Chemung County Planning Board – Municipal Referral Form

Referring Municipality: City Town Village of

Referring Official: John McCracken

Title: Director of Codes

Address: 101 W Second St
Elmira NY 14901

Do not write in this space

Referral ID #:

Delivery Date:

Phone Number: 607-737-5718

Email: jmccracken@cityofelmira.net

Referring Body (check appropriate box): Legislative Body ZBA Planning Board

Applicant: Goodie Bag LLC

Phone: 607-742-9749

Applicant Mailing Address:
260 Clemens Center Parkway

Email: goodiebagny@gmail.com

Property Address:
260 Clemens Center Parkway

Tax Map Number(s): 89.19-5-25

Current Zoning District: CBD

Proposed Action (check all that apply)

- Comprehensive Plan Adoption/Amendment
- Zoning Text Amendment
- Zoning Map Amendment
- Zoning Ordinance/Local Law Adoption
- Subdivision Review (§239-N)
- Moratorium

- Special/Conditional Use Permit
- Site Plan Review/Approval
- Use Variance
- Area Variance
- Other (please specify)

Existing use and description of the Proposed Action (attach a detailed narrative if available).

Commercial Retail Store

NYS Office of Cannabis Management Licensed Retail Cannabis Dispensary

Showroom floor space at proposed location / No modifications to any exterior. Parking lot with 6 spaces.

Reason referral is required for the Action (see [Interactive GIS Database](#) for trigger boundaries):

Clemons Center Parkway

Actions the referring body has taken on the Proposed Action to date (e.g. reviewed, approved, discussed, etc.)

Referred to County Planning Board

Future scheduled meetings of the referring body that will involve the Proposed Action:

May 8 2025

“Full Statement of Proposed Action” Checklist

As defined in NYS General Municipal Law §239-m (1)(c)

Please make sure you have enclosed the following required information with your referral, as appropriate.
Please also include any additional materials required by your municipality's non-referral agreement with Chemung County.

For all actions:

- Chemung County Planning Board – [Municipal Referral Form](#)
- All application materials required by local law/ordinance to be considered a “complete application” at the local level
- [Part I Environmental Assessment Form](#) (EAF) or Environmental Impact Statement (EIS) for State Environmental Quality Review Act (SEQR) [Type I Action](#) or [Unlisted Action](#). If [Type II Action](#), provide a statement to that effect.
- [Agricultural Data Statement](#), for site plan review, special/conditional use permit, use variances, or subdivision review located in an Agricultural District or within 500 feet of a farm operation located in an Agricultural District, per Ag. Districts Law Article 25AA §305-a, Town Law §283-a, and Village Law §7-739.

For Proposing or Amending Zoning Ordinances or Local Laws: The above requirements AND

- Complete text of proposed ordinance or local law as well as all existing provisions to be affected
- Zoning Map (if applicable)

Submit this form with supporting documentation in PDF format to the Chemung County Planning Department via email at: planning@chemungcountyny.gov. Completed referrals must be submitted by close of business 12 calendar days prior to the Chemung County Planning Board meeting.

Note: If the completed referral is too large to submit via email, please email this form to planning@chemungcountynv.gov and note file size issues in your email body

Each municipality will be required to submit a Report of Final Action to the Chemung County Planning Department within 30 days of taking final action. Additional instructions are available on the Chemung County Planning Department website through the "[Referral Guidance for Chemung County Municipalities, GML§239](#)."



City of Elmira
Code Enforcement Department
<http://www.cityofelmira.net>

101 W. Second St.
Elmira, NY 14901
Fax: (607) 733-5235

City Planning Commission Application

To the Elmira City Planning Commission:

A. Statement of Ownership and Interest

I (We) The Goodie Bag, LLC -- Amanda Blaine, Stephanie Becraft, Nicholas Harris
Name of Applicant
of 260 Clemens Center Parkway
Street #
Elmira, New York 14901
City, State, Zip

hereby makes application to the City Planning Commission for:

- 1. Site Plan Review
- 2. Special Permit
- 3. Review of Junkyards and Mobile/Manufactured Home Park
- 4. Review and Recommendation(s) of Planned Development District
- 5. Review and Recommendation(s) of Proposed Zoning Regulation Amendments or Changes of District Boundary Amendments
- 6. Review and Approval of Subdivision of Land
- 7. Other:

B. Location of Property

1. The property in question is situated at the following address:
260 Clemens Center Parkway, Elmira, New York 14901
2. current zoning classification Commercial Retail (Available from Code Enforcement)
3. tax map # 89.19-5-25 (Available from Assessor's Office: (607) 737-5670)
4. Is the property in question located within five hundred (500) feet from the boundary of any city, village, or town, or from any county or state parkway, expressway, throughway, or other limited access highway, or from the right-of-way of any stream or drainage channel owned by the county or for which the county has established channel lines, or from any county or state lands on which a public building or institution is situated?
 Yes No

C. General Data

1. Current Use Retail - Commercial Proposed Use Retail - Commercial

2. Number of dwelling units proposed: N/A

3. Number of employees proposed: 3

4. Parking spaces required: 6

A. Proposed: _____ C. Loading Zone Required: [] Yes No

B. Handicapped: _____ D. Curb Cut Permit Required: [] Yes No

5. Type of Non-Residential Use (if any)
Retail - Commercial

6. Lot Size A. Length: 41 Ft.

B. Depth: 55 Ft.

C. Area: 2,255 Square Ft.

(A and B available from Assessor's Office)
(607) 737-5670

7. Building Information
A. Number of Stories: 1

B. Floor area per story in square feet: (Available from the Assessor's Office)
(607) 737-5670

Basement: _____ First Floor: 1,080 Second Floor: _____ Third Floor: _____

8. Applicant's relationship to the property:

[] A. Owner

[] B. Purchaser (must provide valid purchase offer)

C. Tenant (present)

[] D. Tenant (new) Lease Commitment: [] Yes [] No

[] E. Attorney for: [] A [] B [] C [] D [] F

[] F. Other (explain) _____

9. Name and Address of Record Owner:

Priscilla Weinstein- 252 Clemens Center Pkwy, Elmira, New York, 14901

10. Name and Address of Attorney:

Kim Middaugh, Sayles and Evans, 1 W Church St, Elmira, NY 14901

D. Request

The complete Zoning Ordinance is available online at <http://www.cityofelmira.net/permits>

1. Provisions of the Zoning Ordinance:

Section: 601.1

Concerning: Parking

From: _____ To: _____

2. Previous Appeal A previous appeal concerning this property

Has not been made

Has been made on: _____ Date:

Result:

E. Reasons for Request to Planning Commission (attach pages if needed)

A Special Permit would be in harmony with the intent and purpose of the Zoning Ordinance because:

F. In addition to meeting the standards prescribed by the Zoning Ordinance, the applicant will provide:

In order that the public convenience and welfare will be further served.

G. If you would like to receive an electronic copy of the agenda and/or minutes that apply to your application, please provide your e-mail address. If you do not provide an e-mail address, please refer to #1 of the Application Instruction for meeting dates and times.

Applicant's e-mail address: thegoodiebagny@gmail.com

City Planning Commission approvals are on a provisional basis, subject to the applicant obtaining all required permits and meeting all New York State Fire Prevention and Building Codes.

STATE OF NEW YORK
COUNTY OF CHEMUNG) ss:

Sworn to before me this

20th day of March, 2025
(month) (year)

Rachael Smith
(Notary Public)

Amanda Bagny
Applicant's Signature
608 Reynolds St.
Applicant's Address
607-742-9749
Applicant's Phone Number

← **THIS FORM MUST BE NOTARIZED**

RACHAEL SMITH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SM6381932
Qualified in Chemung County
My Commission Expires 10-15-2026

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
Name of Action or Project: The Goodie Bag, LLC				
Project Location (describe, and attach a location map): 260 Clemens Center Parkway, Elmira NY 14901				
Brief Description of Proposed Action: Proposed Commercial Retail Store - NYS Office of Cannabis Management LICENSED Retail Cannabis Dispensary Showroom floor space at proposed location, 260 Clemens Center Parkway, Elmira, NY 14901, is approx. 900 sq. ft. The proposed location includes a parking lot with 6 parking spaces included for customers. No modifications to any exterior.				
Name of Applicant or Sponsor: The Goodie Bag, LLC - Amanda Blaine, Stephanie Becraft, Nicholas Harris (SEE EXHIBIT 1)		Telephone: 607-742-9749 E-Mail: <i>thegoodiebagny@gmail.com</i>		
Address: 608 Reynolds Street				
City/PO: Elmira	State: New York	Zip Code: 14904		
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Elmira City Planning Commission. Elmira City Code. NYS Office of Cannabis Management			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 1/4 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 1/4 acres				
4. Check all land uses that occur on, are adjoining or near the proposed action: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland				

Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO YES
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NO YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO YES
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO YES
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

- Shoreline
 Forest
 Agricultural/grasslands
 Early mid-successional
 Wetland
 Urban
 Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Amanda Blaine, Owner, The Goodie Bag, LLC Date: 3/19/2025
 Signature: *Amanda Blaine* Title: OWNER

The Goodie Bag, LLC
260 Clemens Center Parkway
Elmira, NY 14901
607-742-9749

Applicant Ownership:

Amanda Blaine
608 Reynolds Street
Elmira, NY 14904
607-742-9749

Stephanie Becraft
330 Washington Avenue
Elmira, NY 14901

Nicholas Harris
300 South Main Street
Apartment #7A4
Elmira, NY 14904

Company Email:
thegoodiebagny@gmail.com

Mar 17, 2025



Google Maps Aerial Shot: 260 Clemens Center Parkway, Elmira, NY 14901

Mar 17, 2025



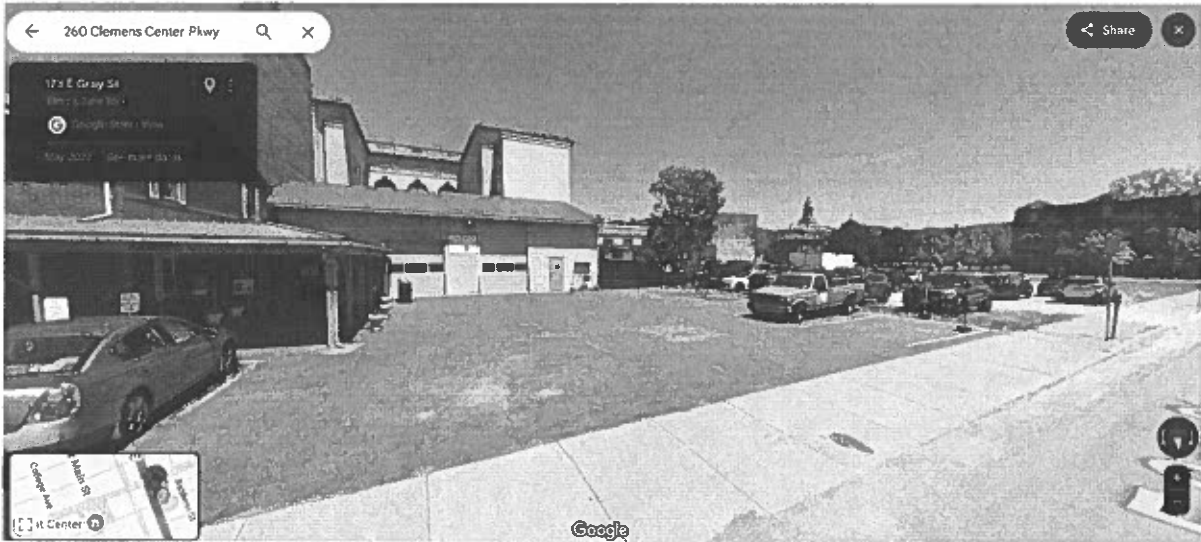
Front Road View: 260 Clemens Center Parkway, Elmira, NY 14901



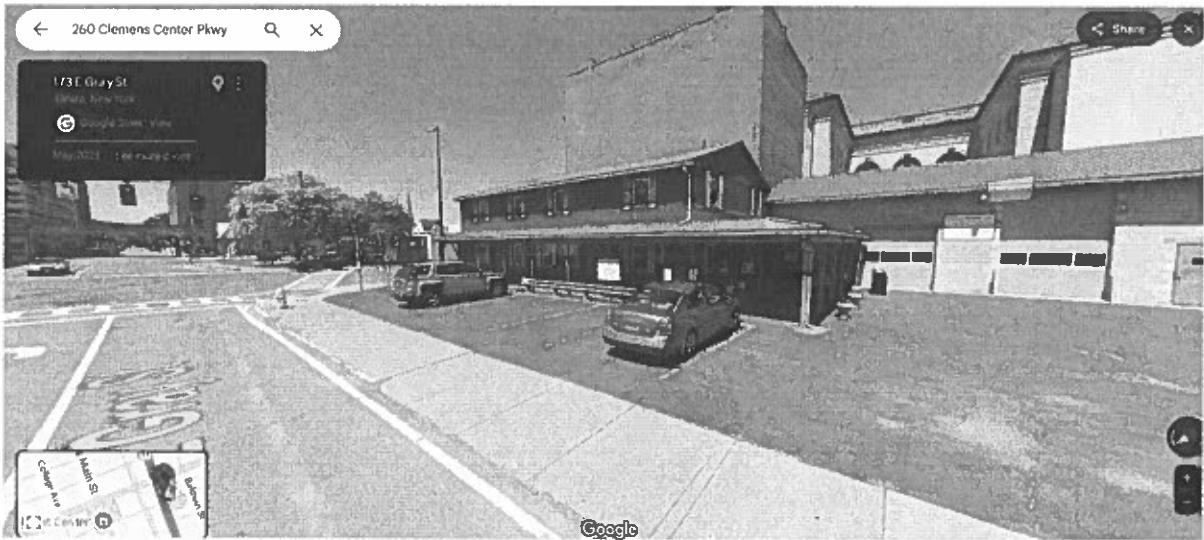
Front Road View: 260 Clemens Center Parkway, Elmira, NY 14901

Mar 17, 2025

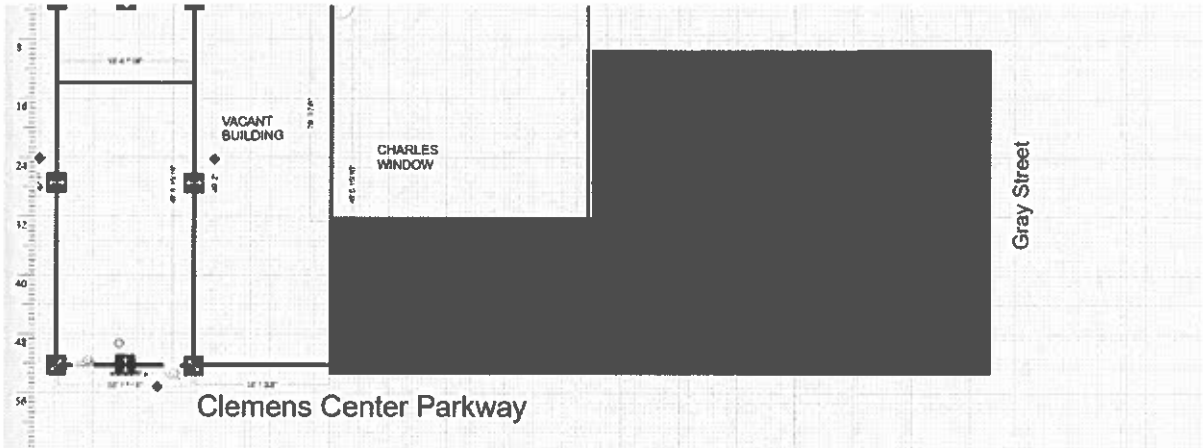
The Goodie Bag, LLC
260 Clemens Center Parkway
Elmira, NY 14901



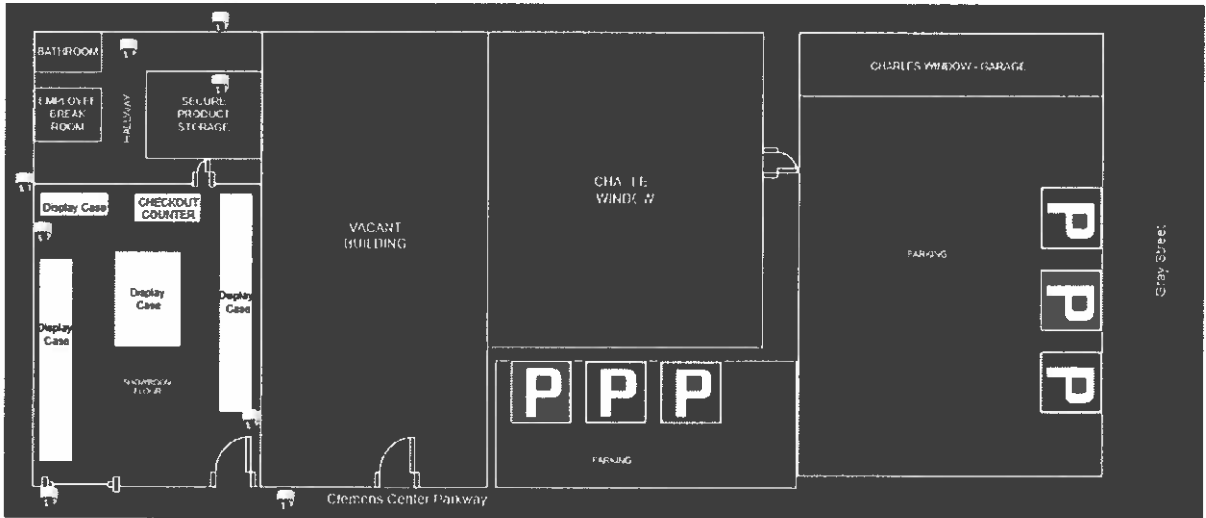
Parking Area: 260 Clemens Center Parkway, Elmira, NY 14901



Parking Area: 260 Clemens Center Parkway, Elmira, NY 14901



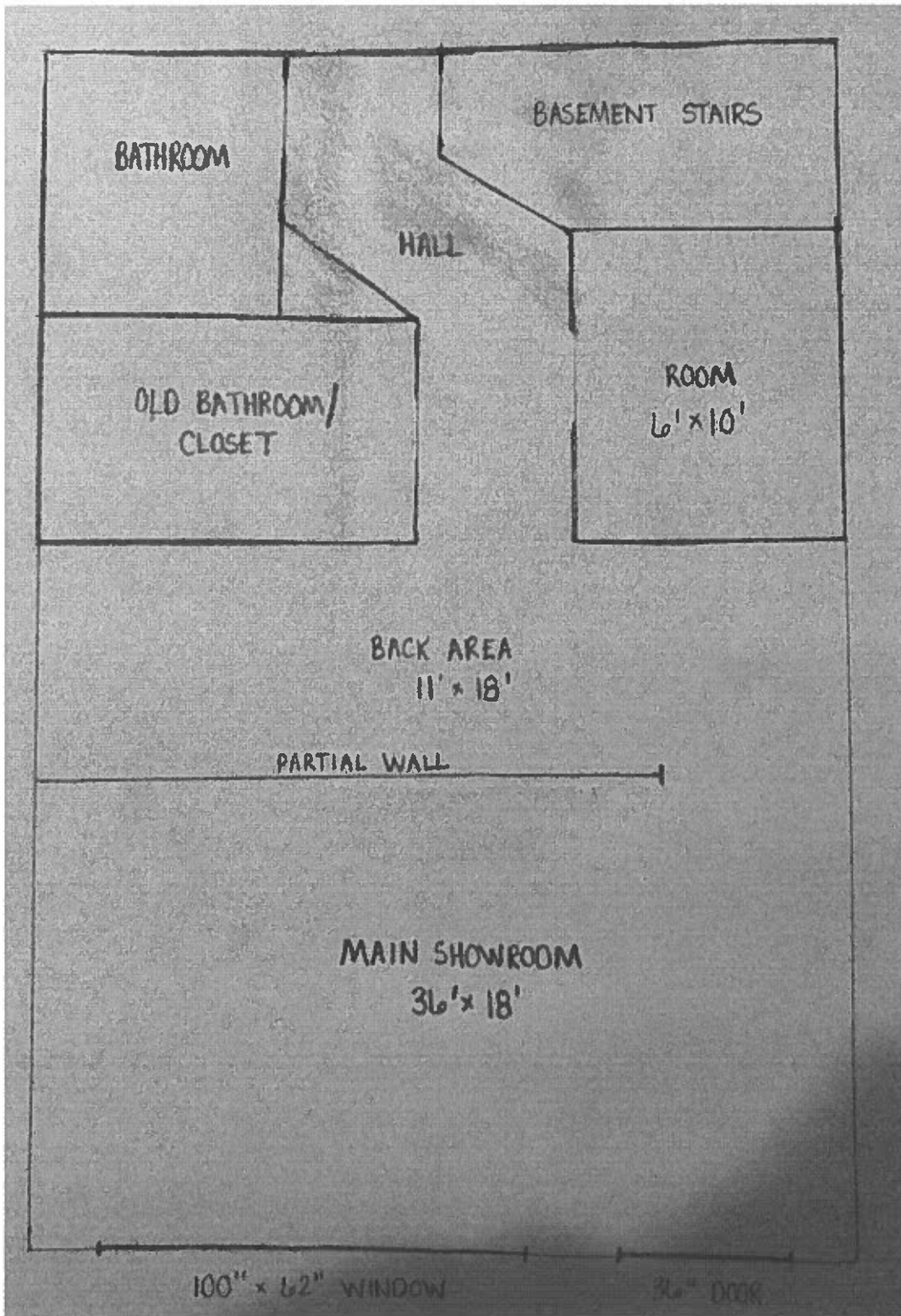
Existing Store Floor Plan



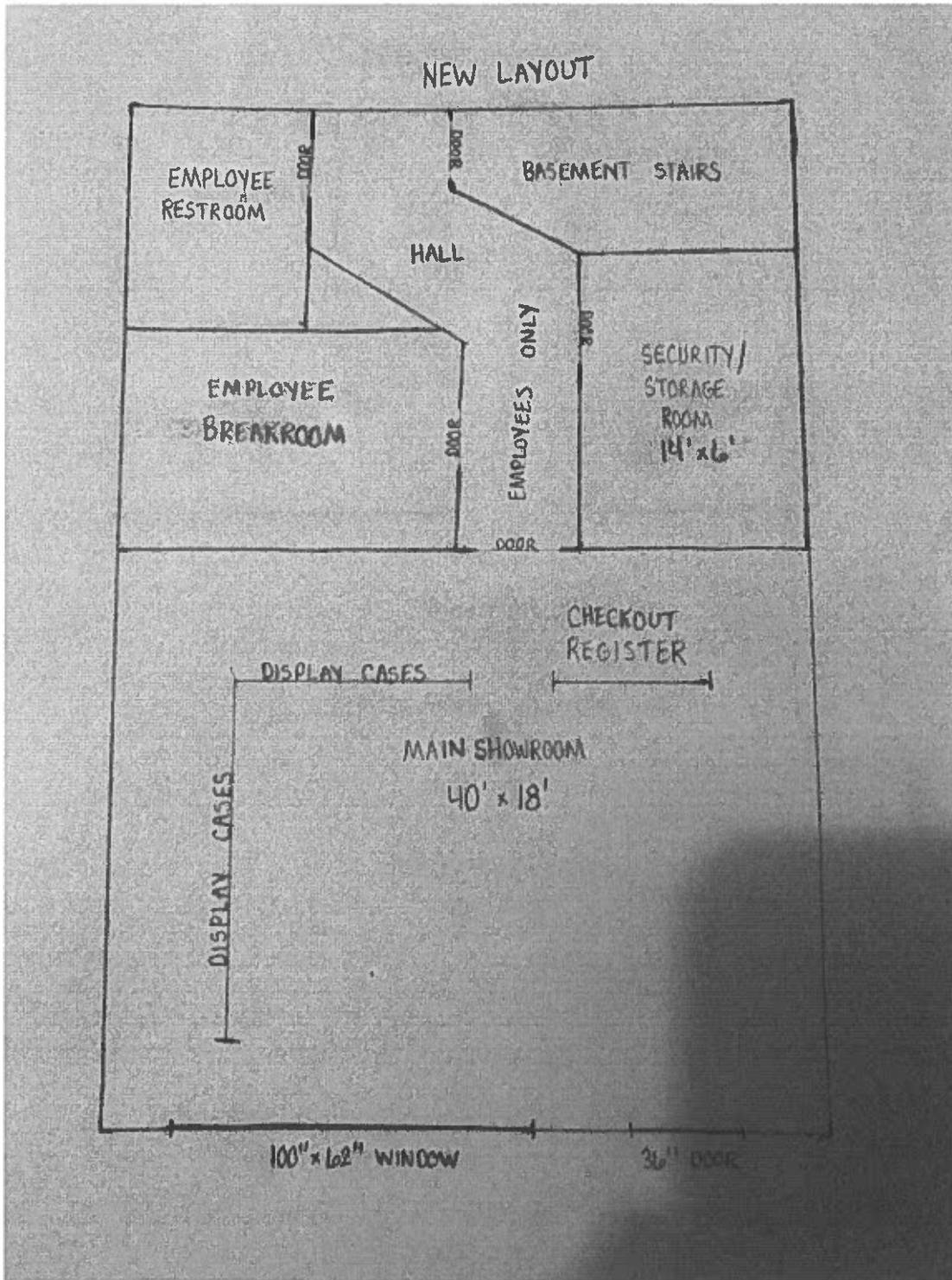
Proposed Store Floor Plan

Mar 17, 2025

CURRENT: (not drawn to scale)



PROPOSED:
(not drawn to scale)



Mar 17, 2025

Exhibit 1

The Goodie Bag, LLC
260 Clemens Center Parkway
Elmira, NY 14901
607-742-9749

Applicant Ownership:

Amanda Blaine
608 Reynolds Street
Elmira, NY 14904
607-742-9749

Stephanie Brenzo
330 Washington Avenue
Elmira, NY 14901

Nicholas Harris
300 South Main Street
Apartment #7A4
Elmira, NY 14904

Mar 17, 2025

Exhibit 2

(ATTACHED)

Property Lease for
260 Clemens Center Parkway
Elmira, NY 14901

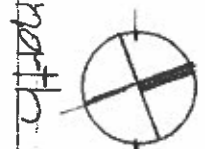
Between:

Priscilla Weinstein
252 Clemens Center Parkway
Elmira, NY 14901

&

The Goodie Bag, LLC
260 Clemens Center Parkway
Elmira, NY 14901

Exh. 1

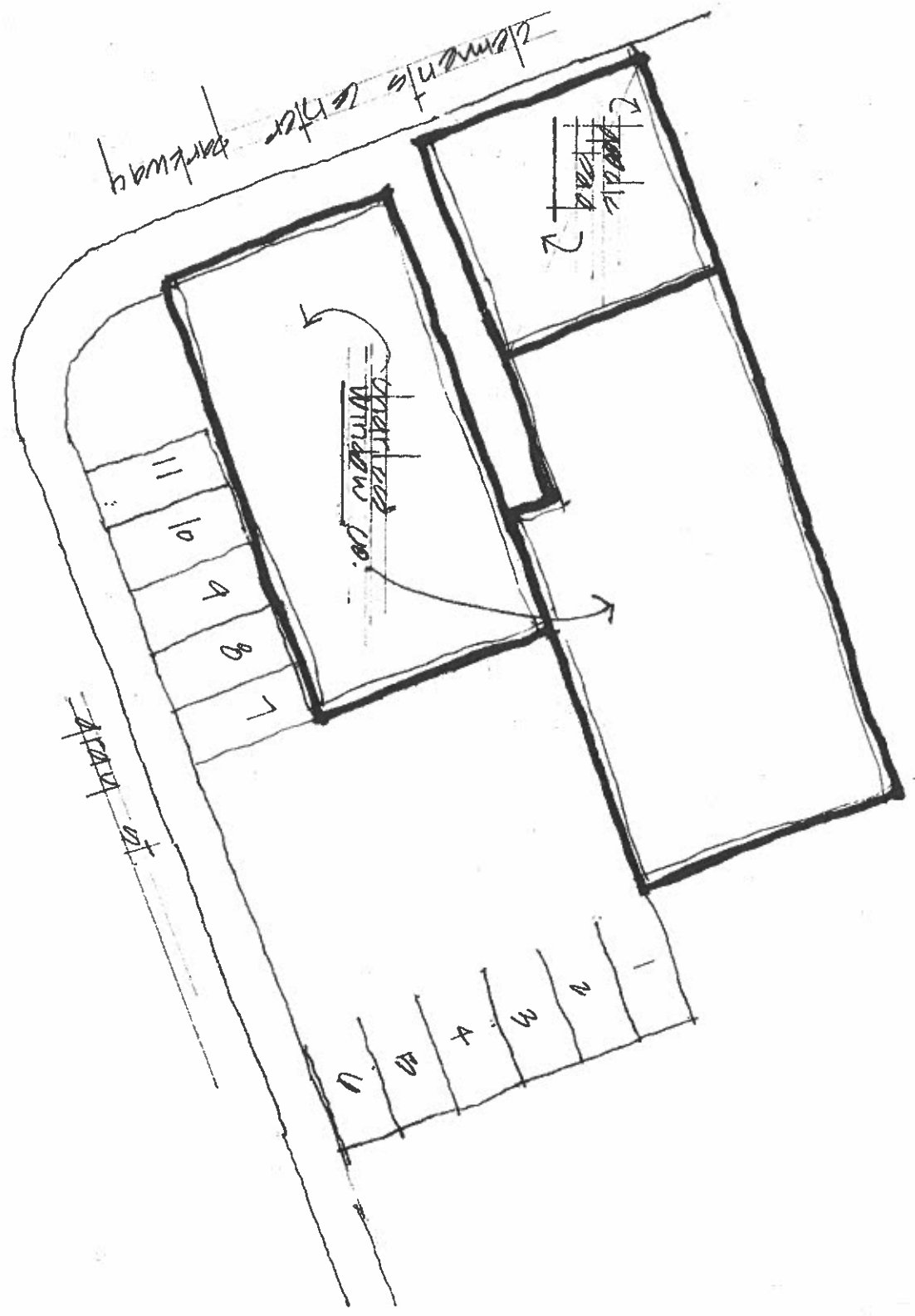


APRIL 2008
300 CLEMENTS CENTER PARKWAY
ANN ARBOR MI 48106

3 80-25

SHUB MORGAN ARCHITECTURE
34 W WATKINS ST.
ANN ARBOR MI 48106

1007 3408 5381



LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the 16th day of November, 2023 (the "Effective Date"), by and between **PRISCILLA WEINSTEIN**, an individual with an address of 252 Clemens Center Parkway, Elmira, NY 14901 ("Lessor") and **THE GOODIE BAG, LLC**, a New York limited liability company with an address of 330 W. Washington Avenue, Elmira, NY 14901 ("Lessee")

WITNESSETH THAT:

In consideration of the mutual covenants and agreements set forth in this Lease Agreement, and other good and valuable consideration, Lessor agrees to lease to Lessee the property located at 260 Clemens Center Parkway, Elmira, NY 14901 (the "Leased Premises") for commercial purposes.

TERM. The term of this Lease is month-to-month.

RENT. Lessee shall pay Lessor the sum of Eight Hundred and 00/100ths Dollars (\$800.00) per month commencing upon the execution of this Lease. Rent shall be due on or before the first day of each month. Initial rental payment will be prorated from the date of execution for the remainder of the month.

SECURITY DEPOSIT. The Lessee agrees to provide the Lessor with a security deposit in the amount of Eight Hundred Dollars and No Cents (\$800.00) upon the execution of this Agreement. The deposit shall be held in a separate interest accruing account and shall not be co-mingled with personal moneys. Lessor shall provide the Lessee with the name and address of the banking organization in which the money is deposited within the State of New York. The purpose of the deposit is to ensure that Lessee performs the terms of the agreement, but this deposit is not applicable for payment of any rent unless otherwise agreed by the parties.

The entire amount of the deposit will be refundable to the Lessee upon the Lessee's vacating of the Premises, except for an amount lawfully retained for reasonable and itemized costs due to damage caused by the Lessee beyond normal wear-and-tear and nonpayment of utility charges.

After the initial Lease signing but before the tenancy begins, Lessee agrees that the Lessor has offered Lessee the opportunity to inspect the

Premises with the Lessor or the Lessor's agent to determine the condition of the property. The Lessee acknowledges that unless the Lessee requested such inspection, which would allow the Lessee and Lessor to enter into an agreement attesting to the condition of the property, the Lessee accepts the Premises as is upon taking possession.

Within a reasonable time after notification provided by either the Lessee or Lessor, unless Lessee terminates the tenancy within less than two weeks' notice, Lessee has the right to request an inspection before vacating the Premises. If the Lessee requests such an inspection, the inspection shall be made no earlier than two weeks and no later than one week before the end of the tenancy. The Lessor shall provide 48 hours' written notice of the date and time of the inspection. After the inspection, Lessor will provide Lessee with an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the Lessee's deposit. The Lessee shall have the opportunity to cure any such conditions before the end of the tenancy.

Within fourteen (14) days after Lessee has vacated the Premises, Lessor shall provide Lessee with an itemized statement indicating the basis for the amount of the deposit retained and shall return any remaining portion of the deposit to the Lessee.

USE OF PREMISES. Lessee shall use the Leased Premises for an adult use cannabis retail dispensary licensed by the State of New York. Lessee agrees to operate the dispensary only upon receipt and in accordance with New York State licensing approval and all applicable local laws or ordinances. Lessee shall not operate or allow to operate any business involving the "gifting" of cannabis to customers based upon the conditional sale of any item, including, but not limited to, stickers or shirts. Lessee shall obtain possession and access to the Leased Premises immediately upon execution of this Lease Agreement. However, Lessee shall not conduct business with the public until obtaining licensing from the State of New York.

Lessee agrees to abide by all local and state laws, rules, and regulations for the operation of its business. Lessee shall not use the Leased Premises or permit the Leased Premises to be used in any manner that shall be deemed an illegal purpose.

MAINTENANCE AND REPAIRS. Lessor shall be responsible for

maintenance and repairs of the Leased Premises upon proper notification from the Lessee. Lessee agrees to maintain the Leased Premises in good repair. At the termination of the Lease Agreement, Lessee shall deliver the Leased Premises in as good condition and state of repair as it was at the time the Leased Premises was delivered to the Lessee, with the exception of reasonable wear and tear or damage caused by flood, fire, or any other casualty.

TAXES. Lessor shall be responsible for payment of property taxes levied upon the Leased Premises.

UTILITIES. Lessee shall be responsible, in addition to the rent, for payment of electric, gas, and water services.

ALTERATIONS. Lessee shall not make any alterations or improvements to the Leased Premises without the prior consent of the Lessor, except that nonstructural alterations, additions, or improvements for which consent shall not be unreasonably withheld by the Lessor.

BREACH. For any breach of the Lease Agreement, the party alleged to have breached the Lease Agreement shall be provided with a written notice as provided herein and allowed thirty (30) days to cure such breach. Failure to cure such breach within the allotted time may result in legal proceedings to enforce the terms of the Lease Agreement. For failure to pay rent, Lessor may commence eviction proceedings after providing said notice.

INSURANCE. Lessee will maintain insurance on the Lessee's contents kept in the Leased Premises. Lessor is not liable for loss of Lessee's property unless the cause of such loss was due to the negligence of the Lessor. Lessor shall maintain in full force and effect a policy of public liability and property insurance to afford protection against any and all claims for personal injury, death, or property damage occurring in, adjacent to, or connected with the Leased Premises, and the real property, or any part thereof, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for injury or death arising out of any one occurrence and One Million Dollars (\$1,000,000.00) per occurrence for property damage. Insurance against loss or damage by fire and other such risks and hazards are to be covered by Lessor's property insurance. All such insurance shall be written under an insurance company of recognized responsibility licensed to do business in the State of New York.

LESSOR'S ACCESS. Lessor agrees not to access the Leased Premises without notice and consent of the Lessee.

TERMINATION. Either party may terminate this Lease Agreement upon ninety (90) days' written notice as required herein to the other party.

NOTICES. Any notices required pursuant to this Lease Agreement may be served personally or mailed via certified mail to the individuals at the following addresses:

- a. **If to Lessor:**
Priscilla Weinstein
252 Clemens Center Parkway
Elmira, NY 14901

- b. **If to Lessee:**
Amanda Blaine
The Goodie Bag, LLC
330 W. Washington Avenue
Elmira, NY 14901

JURISDICTION. This Lease Agreement shall be construed in accordance with the laws of the State of New York and the venue for any legal disputes shall be within Chemung County in the State of New York.

INVALIDITY. If any one or more of the provisions in this Lease Agreement are deemed to be invalid or illegal, such invalidity or illegality shall not affect the other provisions of this Lease Agreement. This Lease Agreement shall be construed to be valid as if such illegal or invalid provisions had never been included in the Agreement.

QUIET ENJOYMENT. Upon payment by the Lessee of the rent provided herein and the performance of all the covenants and terms of this Lease Agreement, Lessee shall peacefully and quietly hold and enjoy the Leased Premises for the term set forth herein.

ENTIRE AGREEMENT. This Lease Agreement constitutes the sole and only agreement of the parties to the Lease Agreement and may only be amended upon written consent of both parties.

ATTORNEY'S FEES. In the event of a breach of this Lease Agreement by either party, the other party employs an attorney or an attorney enforces its rights under this Lease Agreement, then the breaching or defaulting party agrees to pay the other party's reasonable attorney's fees and costs incurred.

FORCE MAJEURE. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean Act of God, strikes, lockouts, pandemic, or restrictions by any government or authority, civil riots, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which, by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed by their duly authorized officers as of the day and year first above written.



Priscilla Weinstein

Lessor

THE GOODIE BAG, LLC

By:


Amanda Blaine
Managing Member

Lessee

State of New York)

County of Chemung) :SS

On the 16th day of November in the year 2023, before me, the undersigned, personally appeared PRISCILLA WEINSTEIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

TANYA A. GREENE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6371511
Qualified in Chemung County
Commission Expires February 26, 2026

Tanya A. Greene
Notary Public

TANYA A. GREENE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GR6371511
Qualified in Chemung County
Commission Expires February 26, 2026

State of New York)

County of Chemung) :SS

On the 16th day of November in the year 2023, before me, the undersigned, personally appeared AMANDA BLAINE, personally known to me or proved to me on the basis of satisfactory evidence to be the MANAGING MEMBER of The Goodie Bag, LLC, and the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CASSIE L. DICKINSON
Notary Public State of New York
Qualified in Chemung County
No. 01D16292367
Commission Expires 11.04.2025

Cassie L. Dickinson
Notary Public

APPROVAL OF MINUTES

2025-04-01

Act on resolution dispensing with the minutes of the Regular Meeting held on Thursday, March 6, 2025.

Motion by: David Harkness Seconded by: Richard Hoskins

Vote: 5-0

Ayes: Charles Shafer, William Knapp, David Harkness, Richard Hoskins, Joseph Mustico

Nays: 0

RESOLUTIONS

2025-03-03 (a)

Receive communication from Charanjit Singh and act on resolution designating the City of Elmira Planning Commissions as the lead agency pursuant to the State Environmental Quality Review Act, to file a negative determination that the proposed Site Plan for the TA Travel Center Development at the property commonly known as 905 E Church St. will not have an adverse impact on the environment.

Motion by: Richard Hoskins Seconded by: David Harkness

Vote: 5-0

Ayes: Charles Shafer, William Knapp, David Harkness, Richard Hoskins, Joseph Mustico

Nays: 0

2025-03-03 (b)

Act on resolution approving the proposed Site Plan/Special Permit to build a TA Travel Center with a Drive Thru at the property commonly known as 905 E Church St.

Motion by: Joseph Mustico Seconded by: Richard Hoskins

Vote: 5-0

Ayes: Charles Shafer, William Knapp, David Harkness, Richard Hoskins, Joseph Mustico

Nays: 0

2025-04-01(a)

Receive communication from Amanda Blaine, Stephanie Becraft, Nicholas Harris (The Goodie Bag, LLC) and act on resolution designating the City of Elmira Planning Commission as the lead agency pursuant to the State Environmental Quality Review Act, to file a negative determination that the proposed site plan for the Commercial Retail Cannabis Dispensary at the property commonly known as 260 Clemons Center Parkway will not have an adverse impact on the environment.

2025-04-01(b)

Act on resolution referring to the Chemung County Planning for their review and recommendation of the (The Goodie Bag, LLC) proposed site plan at the property commonly known as 260 Clemons Center Parkway.

Motion by: Richard Hoskins Seconded by: Charles Shaffer

Vote: 5-0

Ayes: Charles Shafer, William Knapp, David Harkness, Richard Hoskins, Joseph Mustico

Nays: 0

2025-04-02(a)

Receive communication from Mac-Properties and act on resolution designating the City of Elmira Planning Commission as the lead agency pursuant to the State Environmental Quality Review Act, to file a negative determination that the proposed site plan for a proposed addition 60' by 32' at the property commonly known as 120 Ferris St. will not have an adverse impact on the environment.

Motion by: David Harkness Second by: Richard Hoskins

Vote: 5-0

Ayes: Charles Shafer, William Knapp, David Harkness, Richard Hoskins, Joseph Mustico

Nays: 0

2025-04-02(b)

Act on resolution approving the proposed site plan to build a 60' by 30' addition at the property commonly known as 120 Ferris St.

Motion by: Richard Hoskins Seconded by: David Harkness

Vote: 5-0

Ayes: Charles Shafer, William Knapp, David Harkness, Richard Hoskins, Joseph Mustico

Nays: 0

ADJOURN

2025-04-03

Act on resolution to adjourn.

Motion by: David Harkness Second by: Richard Hoskins

Vote: 5-0

Ayes: Charles Shafer, William Knapp, David Harkness, Richard Hoskins, Joseph Mustico

Nays: 0

Respectfully Submitted,