

*TOWN OF
GORHAM*

Business

*Town Board Meeting
May 20, 2026*

TOWN OF GORHAM
RESOLUTION #10-2026
PARTICIPATE IN A COOPERATIVE NATURAL GAS BID BY BOCES
For the Period 10/01/2026– 09/30/2027

WHEREAS, The Town of Gorham NY desires to participate in a Cooperative Bidding Program conducted by the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties from year to year or, until this resolution is rescinded, for the purchase for supply of natural gas, and;

WHEREAS, The Town of Gorham NY is desirous of participating with the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties in the joint bid of the commodities and/or services mentioned below as authorized by General Municipal Law, Section 119-o, and;

WHEREAS, The Town of Gorham NY has appointed the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties as representative to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to the Town of Gorham NY and making recommendations thereon;

THEREFORE BE IT RESOLVED that the Town of Gorham NY and the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties hereby accepts the appointment of the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters related above and;

BE IT FURTHER RESOLVED that the Town of Gorham NY authorizes the above-mentioned Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters regarding the entering into contract for the purchase of the below-mentioned commodities and/or services and;

BE IT FURTHER RESOLVED, The Town of Gorham NY agrees to assume its equitable share of the costs incurred as a result of the cooperative bidding and;

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor, on behalf of the Town of Gorham NY, is hereby authorized to participate in cooperative bidding conducted by the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties for supply of natural gas and, if requested, to furnish an estimated minimum number of units that will be purchased by the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties. The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties is hereby authorized to award cooperative bids to the bidder deemed to be the lowest responsive and responsible meeting the bid specifications and otherwise complying with

Article 5-A of the General Municipal Law of the State of New York relating to public bids and contracts.

I, Darby L. Perrotte, Town Clerk of the Town of Gorham do hereby certify that the aforementioned resolution was adopted by the Town Board of the Town of Gorham on May 20, 2026 by the following vote:

	<u>Aye</u>	<u>Nay</u>
Dale C. Stell	_____	_____
Phil Curtis	_____	_____
Chrissy Watkins	_____	_____
Chase Brown	_____	_____
Chris Bay	_____	_____

Dated: May 20, 2026

Darby L. Perrotte
Town Clerk

seal

DRAFT

**TOWN OF GORHAM
RESOLUTION # 11-2026
APPROVE FREE STONE**

Resolution to provide a small amount of stone to any Gorham resident to fill driveway holes close to the intersection of their driveways and the road surface,

Whereas, The Town of Gorham has approximately 100 tons of number 2 crusher run left over from projects, and;

Whereas, The Town of Gorham has supplied such stone to residents to maintain their driveways close to the road surface for many years, and;

Whereas, The Gorham Town Board understands that by maintaining driveway surface against the road surface, residents help to preserve the edge of the pavement at residents' curb cuts, which ultimately helps the Town and saves the Town money, then;

Therefore, The Gorham Town Board declares Saturday June 6, 2026 to be designated as a "Free Stone Day", Gorham residents are allowed to take up to one-half of one cubic yard of number 2 crusher run from the Gorham Highway stockpile to be shoveled by Gorham residents into their own containers, for the purpose of maintaining their own driveways near the road edge, and also;

Therefore, Stone will be available to be picked up on **June 6, 2026** between the hours of **9:00 am and 3:00 pm** when a representative of the Town of Gorham will monitor the stone pile and have the final say regarding when the one-half cubic yard limit is reached by any and all residents.

I, Darby L. Perrotte, Town Clerk of the Town of Gorham do hereby certify that the aforementioned resolution was adopted by the Town Board of the Town of Gorham on May 20, 2026 by the following vote:

	<u>Aye</u>	<u>Nay</u>
Dale C. Stell	_____	_____
Phil Curtis	_____	_____
Chrissy Watkins	_____	_____
Chase Brown	_____	_____
Chris Bay	_____	_____

Dated: May 20, 2026

Darby L. Perrotte, Town Clerk

SEAL

DRAFT

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code

30427

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.12/23)

BE IT RESOLVED, that the Town of Gorham / _____ hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

(Location Code)

(Name of Employer)

Name	Social Security Number	NYS SLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Brandon Ayers			Highway Superintendent	1/26 - 12/28	8	26.3	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Adrienne Smith			Tax Collector	1/26 - 12/28	6		<input type="checkbox"/>		<input checked="" type="checkbox"/>
Darby Perrotte		60144078	Town Clerk	1/26 - 12/28	6	33.64	<input type="checkbox"/>	bi-weekly	<input checked="" type="checkbox"/>
Appointed Officials:									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, _____, secretary/clerk of the governing board of the _____, of the State of New York, (Name of Secretary or Clerk) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the 15th day of April, 2026 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Gorham on this 15th day of April, 2026.

(Signature of Secretary or Clerk)

(Name of Secretary or Clerk)

Affidavit of Posting: I, Darby C. Perrotte being duly sworn, deposes and says that the posting of the Resolution began on April 16th 2026 and continued for at least 30 days. That the Resolution was available to the public on the:

- Employer's website at: WWW.gorham-ny.org
- Official sign board at: Gorham Town Hall
- Main entrance Secretary or Clerk's office at: Clerks office, Gorham Town Hall

(seal)

DRAFT



Elevating Communities

April 10, 2026

Supervisor Dale Stell
Town of Gorham
4739 South Street
Gorham, NY 14461

Re: Proposal for Professional Services

Town of Gorham 2026 Water Infrastructure Improvement Act Grant Application

Dear Supervisor Stell:

MRB Group is pleased to provide the Town of Gorham with this proposal to assist in preparing applications for the Water Infrastructure Improvement Act (WIIA) grant for the water system improvement project.

I. Background/Understanding

Over the past few years, the Town has experienced an elevated level of maintenance related to the old cast iron watermain along State Route 364. This is a critical linkage since it connects the Turner Road pump station to the CR 1 water storage tank and remains the only way to fill the Lake to Lake water storage tank that feeds the Hamlet of Gorham. Further, the CR 1 water storage tank recently needed emergency repairs due to visible leaks along the tank wall. The repair proved difficult since the steel is very thin. The contractor informed the Town that the existing tank could not be sandblasted because it is too thin and, therefore, cannot be recoated.

A secondary system linkage is needed between Zone 1 and Zone 2. This project would include a new 8" watermain along Lake to Lake from Middle Road to the CR 1 water storage tank. This linkage is considered in the Town's Water Master Plan and is needed to replace the Lake to Lake water storage tank.

The WIIA grant program has the potential to cover up to 70% of eligible project costs up to \$5 million. The 2026 WIIA grant program has not been released yet but is due to come out later this year. The program requirements include the resubmission of the funding application package, which includes

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the Preliminary Engineering Report (PER), Environmental Report (ER) and adopted bond resolution for potential funding of the project.

II. Scope of Services and Compensation

A. Grant Application

Working with the community, MRB Group will prepare a complete and competitive application based on the identified document requirements and municipal application checklists provided in the program’s guidance. Tasks to be coordinated and assembled as part of our grant writing services will include:

WIA Grant Resubmission

1. Application Form: Project Information, Project Budget, Project Schedule.
2. Municipal Bond Resolution Documentation (to be drafted by the Town’s Bond attorney and acted on by the Town). (Previously Completed)
3. Environmental Review Documents & Findings. (Previously Completed)
4. Engineering Report. (Previously Completed)
5. Update Operating Budgets: Total Project Budget Form & Plan of Finance (to be coordinated with the Town’s fiscal advisor).
6. Update Municipal Documentation: Comprehensive Plan, Authorizing Resolution, Letters of Support, and District Formation Documents.

Total Compensation..... \$6,000.00

The cost figure shown above represents our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group will submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group hourly rates are subject to annual adjustment.

III. Additional Services

The following items (not included in the above scope of services) can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization:

- A. Environmental Review.
- B. State Historic Preservation Office (SHPO) archaeological investigation.



- C. Site Investigations per U.S. Army Corps of Engineers direction.
- D. Hazardous Materials Survey.
- E. Design, bidding, or construction phase services.
- F. Grant administration.

IV. Commencement of Work

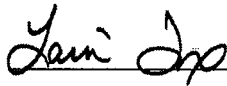
Upon receipt of the signed proposal, MRB Group will begin work on the project.

Professional Service Agreement

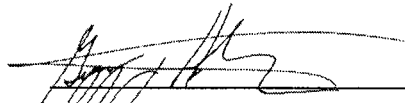
Attached hereto and made part of this Agreement is MRB Group's Professional Service Agreement.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your consideration of our firm. We look forward to working with you on this very important project.

Sincerely,

 _____

Laurie Fox
Grant Manager

 _____

Gregory J. Hotaling, P.E.
Principal

Proposal Accepted By:		
Signature	Title	Date

<https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Gorham, Town of/2026 WIA Resubmission/T Gorham 2026 WIA Resubmission.docx>

DRAFT



Elevating Communities

May 4, 2026

Supervisor Dale Stell
Town of Gorham
4736 South Street
Gorham, New York 14461

**Re: Proposal for Professional Services
Town of Gorham – Grant Writing Services
2026 Wastewater Infrastructure Engineering Planning Grant Application**

Dear Supervisor Stell,

Thank you for the opportunity to submit a proposal to assist the Town with grant writing services through the Environmental Facilities Corporation's (EFC) 2026 Wastewater Infrastructure Engineering Planning Grant (EPG) Program. The EPG can provide funds to assist the Town in preparing a Preliminary Engineering Report (PER) to complete a study of the Village's Wastewater Treatment Plant and sanitary pump stations and collection system. The PER could then be used to seek further funding for the design and construction of improvements necessary to make comprehensive upgrades to the Village's WWTP and sanitary sewer system.

I. Project Overview

The Town of Gorham has experienced problems with its sanitary sewer system, pump stations, and WWTP. The aging sanitary sewer infrastructure has led to increased energy consumption, maintenance, and labor. Many of the systems are believed to be at the end of their useful life and may need replacement or rehabilitation, and the Town's pump stations may require upgrades.

In 2026, the maximum grant amount available for an EPG is \$50,000 for wastewater infrastructure projects with a 20% required match by the municipality. In other words, the EPG program will fund up to a \$60,000 PER, comprised of a \$50,000 grant and a \$10,000 local match from the Town. If successful, the program will provide funds to study problem areas, conduct field investigations, and prepare a PER. Once the study is complete, the PER will be prepared to summarize the findings and recommended actions and can be used to apply for implementation funds.

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II. Scope of Services and Compensation

Working with the Town, MRB Group will prepare the EPG application.

The grant application will be due on June 12, 2026. MRB Group proposes to prepare and submit, on behalf of the Town, a complete application including the following:

1. Draft a description application narrative that identifies the need for the project.
2. Review and compile local and regional planning documents.
3. Draft a resolution of support for Town approval.
4. Upload a project location map.
5. Draft and solicit letters of support for the project.
6. Coordinate additional supporting documents as required.

Total Compensation **\$4,500.00**

The cost figure shown above represents our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group will submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group hourly rates are subject to annual adjustment.

III. Additional Services

The following items (not included in the above scope of services) can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization:

- A. Grant administration.
- B. Survey, testing or design phase services.

IV. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

V. Professional Services Agreement

Attached hereto and made part of this Agreement are MRB Group's Professional Services Agreement.



We appreciate the continued opportunity to work with the Town of Gorham. If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your consideration of our firm. We look forward to working with you on this very important project.

Sincerely,



Laurie Fox
Grant Manager



Gregory J. Hotaling, P.E.
Principal

Proposal Accepted By:		
_____	_____	_____
Signature	Title	Date

[https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Gorham, Town of/2026 EPG Application/\(T\) Gorham 2026 EPG Grant Writing.docx](https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/New York/Gorham, Town of/2026 EPG Application/(T) Gorham 2026 EPG Grant Writing.docx)

MRB GROUP ENGINEERING, ARCHITECTURE & SURVEYING, D.P.C.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is between MRB Group Engineering, Architecture & Surveying, D.P.C. ("MRB Group") and Client (as defined in the Proposal) ("Client") (MRB Group and Client together are defined as "Parties" and each, a "Party"). MRB Group shall provide Client with services set forth in the Proposal (the "Services") under the terms set forth herein.

1. CLIENT RESPONSIBILITIES

- a. **Project Information.** Client will provide MRB Group all information required to perform the Services, including but not limited to requirements, design objectives and constraints, design and construction standards, budgetary limitations, data, reports, surveys, instructions, and any other information pertinent to the Services and/or project, as applicable. Client represents and warrants that it will provide MRB Group with any information known to or suspected by Client regarding the existence or possible existence of any hazardous materials or pollutants.
- b. **Right of Entry.** Client shall provide right of entry for MRB Group, its employees, subconsultants, and agents, and all necessary equipment to complete work. MRB Group will take reasonable precautions to minimize damage to property. Client understands that in the normal course of work some damage may occur, and the repair, restoration or remediation are not part of this Agreement.
- c. **Ownership of Property.** Client represents that it owns the property upon which the Services will be provided.

2. MRB GROUP SERVICES

- a. **Scope of Services and Standard of Care.** MRB Group's Services will be performed on behalf of and solely for the exclusive use of Client for the purposes set forth in the Proposal and for no other purpose. The standard of care for all professional engineering and architectural related Services performed or furnished by MRB Group under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MRB Group makes no warranties, express or implied, under this Agreement, the Proposal or otherwise, in connection with any Services performed for or furnished by MRB Group. MRB Group shall not be required to sign any document that would result in MRB Group having to certify, guarantee or warrant conditions whose existence MRB Group cannot ascertain within the scope of Services. Client agrees not to make any dispute with MRB Group, including invoice disputes, in any way contingent upon MRB Group signing any such document.
- b. **Compliance with Law.** MRB Group will comply with laws, codes and standards applicable to the project and the Services as of the effective date of this Agreement or the issuance of Documents, whichever is later.
- c. **Opinions of Probable Construction Cost.** MRB Group's opinions of probable construction cost (if any) are to be made on the basis of MRB Group's experience, qualifications, and general familiarity with the construction industry. While MRB Group will use diligence in preparing such costs, it has no control over the cost of labor, materials, equipment, or services furnished by others, contractors' methods of determining prices, or competitive bidding or market conditions. MRB Group cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from

opinions of probable construction costs prepared by MRB Group. If Client requires greater assistance as to probable construction costs, Client agrees to obtain an independent cost estimate.

- d. **Opinions of Total Project Costs.** The Services, if any, of MRB Group with respect to total project costs will be limited to assisting Client in tabulating the various categories provided by Client that comprise total project costs. MRB Group assumes no responsibility for the accuracy or completeness of any opinions of total project costs.
- e. **Subcontracting.** MRB Group may retain subcontractors or subconsultants as MRB Group deems necessary to assist in the performance of the Services.

3. INVOICES AND PAYMENT

Client will pay MRB Group for Services relating to the period during which Services are performed in accordance with the fees and estimates set forth in the Proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the Proposal. All invoices are due within thirty (30) days of receipt. Any invoice remaining unpaid after thirty (30) days will bear interest from such date at 1.5 percent per month or at the maximum rate permitted by law, if less. If Client fails to pay any invoice when due, MRB Group may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to suspend or terminate performance of Services upon ten (10) days' prior written notice to Client. Client agrees to promptly advise MRB Group in writing of any good faith disputed amounts included in an invoice, but in no event later than the invoice due date. Client must pay all undisputed amounts in accordance with this Agreement. MRB Group reserves the right to withhold stamped drawings produced for any phase of a project under the terms of this Agreement until all invoices billed up until such point have been paid in full.

4. ELECTRONIC TRANSMITTALS

When transmitting Documents (as defined below) electronically, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the Documents resulting from the receiving Party's use of software applications, operating systems, or computer hardware differing from those used in the drafting or transmittal of the electronic Documents.

5. TERMINATION

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with this Agreement or applicable Proposal through no fault of the other Party that is not cured within thirty (30) days of receipt of notice. If this Agreement is so terminated, within fifteen (15) days of such termination, Client shall pay MRB Group for all Services rendered through the date of termination and all reimbursable expenses.

6. LIABILITY; INDEMNITY

- a. Limitation of Liability.** Except due to MRB Group's gross negligence or willful misconduct, in no event shall MRB Group's aggregate liability arising out of or relating to this Agreement, any attachment or Proposal exceed the fees paid for such affected Proposal. In no event shall MRB Group be liable under this Agreement, any attachment or Proposal to Client or any third party for consequential, indirect, special, exemplary, punitive, or enhanced damages arising out of, relating to or in connection with this Agreement, any attachment or Proposal regardless of (a) whether such damages were foreseeable, (b) whether or not such party was advised of the possibility of such damages and (c) the legal and equitable theory (contract, tort or otherwise) upon which the claim is based. MRB Group is neither responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work, nor for any contractor's failure to execute the work in accordance with the Documents.
- b. Indemnity.** Client agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, resulting from Client's acts or omissions under this Agreement or a Proposal.

7. OWNERSHIP OF DOCUMENTS; RECORDS RETENTION

- a. Ownership.** All drawings, specifications, data, reports and other documents and/or deliverables prepared by MRB Group ("Documents") are instruments of service. MRB Group retains all common law, statutory and intellectual property rights (including copyrights) to all Documents. Client may make and retain copies of Documents for information and reference for use with the applicable project. MRB Group grants Client a license to use the Documents on the applicable project only. Any reuse or modification of the Documents shall be permitted only with the express prior written consent of MRB Group. Proper credit shall be given to MRB Group wherever the Documents, or portions thereof, are reproduced. Any other reuse or modifications are at Client's risk and full legal responsibility. Client agrees to indemnify and hold harmless MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants from all claims, damages, liabilities and costs, including attorneys' fees, arising out of or resulting from any reuse or modification of the Documents without the prior written consent of MRB Group.
- b. Records Retention.** MRB Group shall maintain on file a legible form, for a period of six (6) years following completion or termination of its Services, or such other period as required by applicable law, all relevant documents related to MRB Group's Services or pertinent to MRB Group's performance under this Agreement. Upon Client's written request, MRB Group shall provide Client with a copy of any such item, at cost, during such time period.

8. INSURANCE

MRB Group maintains insurance at its expense that is customary and reasonable for the Services to be provided herein. MRB Group agrees to provide a Certificate of Insurance to Client reflecting such coverage. Client agrees to maintain all applicable insurance in the forms of property, casualty and liability insurance coverage required for the project, and agrees to indemnify and hold MRB Group, its officers, directors, shareholders, employees, agents, subcontractors and/or subconsultants harmless from all claims, damages, liabilities and costs, including attorneys' fees, arising as a result of a personal

injury, death, or property damage occurring at the project site, or in areas otherwise under the control of Client.

9. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group is not responsible for nor do the fees in the Proposal include fees or payments required by jurisdictional agencies. Client agrees to pay all application, entrance, recording and/or service fees required by said agencies.

- 10. FORCE MAJEURE.** Neither Party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is actual, inadvisable and/or commercially impractical due to any cause beyond such Party's reasonable control, whether foreseeable or unforeseeable (a "Force Majeure Event"). The Party affected by the Force Majeure Event must give notice to the other Party of such event. During the Force Majeure Event, the Parties will negotiate changes to this Agreement in good faith to address the Force Majeure Event in a fair and equitable manner and will extend any timelines for completion by a period of time reasonably necessary to overcome the effects of the Force Majeure Event. The impacted Party shall not be liable for any loss, costs or damages resulting from such delay or failure to perform its obligations under this Agreement.

11. PUBLICITY

MRB Group has the right to photograph the project associated with the Services and to use the photos taken by MRB Group, Client and/or professional photographers in the promotion of its professional practice through advertising, social media, public relations, proposals, presentations, brochures or other marketing materials in any form of media. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility/site, as applicable. Client also agrees to cite the name of MRB Group in all publicity, presentations and public relations activities that mention the name of the facility, site, project, and the like and to be a reference for MRB Group.

12. MISCELLANEOUS

- a. Independent Contractor.** It is understood and acknowledged that the services provided by MRB Group hereunder shall be in the capacity of an independent contractor, and not as an employee or agent of Client, and that MRB Group will neither hold itself out as, nor make claim to be an officer or employee of Client.
- b. Binding Effect; Assignment.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party may assign its rights and/or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or delegation in violation of the foregoing shall be null and void and of no force or effect.
- c. Governing Law; Dispute Resolution.** This Agreement shall in all respects be governed by and construed under the laws of the State of New York without regard to conflict of law principles. The Parties agree to resolve all disputes arising out of or relating to this Agreement or the Proposal ("Dispute") in good faith for a period of thirty (30) days from the date of receipt of notice by the non-disputing Party. If the Dispute is not resolved in such thirty (30) day period, the Parties agree to submit any unsettled claims, counterclaims, or the like regarding the Dispute to mediation. The Parties agree to participate in a confidential mediation promptly, in good faith, with a mutually agreed upon mediator, where the cost of the mediation is borne equally by both Parties. If the Parties fail to resolve the Dispute



through negotiations or mediation, then the Parties agree that any claim or dispute arising under this Agreement shall be resolved by a court located in Monroe County, New York.

- d. Entire Agreement.** This Agreement, including all attachments and Proposals, constitutes the complete and exclusive agreement and understanding between the Parties in respect of the matters dealt with herein and supersedes and preempts any prior and contemporaneous understandings, agreements or representations by the parties, written or oral, with respect to the subject matter hereof in any way.
- e. Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by an authorized representative of each Party hereto.
- f. Survival.** Subject to the limitations and other provisions of this Agreement, all representations and warranties of a Party, as well as Sections 3, 5, 6, 7, 9, 11 and 12 (the "Surviving Clauses"), shall survive the expiration or termination of this Agreement for a period of six (6) years thereafter (the "Survival Period"). The parties must file any action arising directly or indirectly from the Surviving Clauses (an "Action") no later than the last day of the Survival Period. The parties waive the right to file an Action under any longer statute of limitations. All other provisions of this Agreement shall not survive the expiration or termination of this Agreement.
- g. Notice.** Unless otherwise provided in this Agreement, whenever notice is required to be given by law or this Agreement, such notice shall be in writing and may be given personally (by hand delivery or by same-day courier with confirmed receipt), by electronic means (with confirmation of receipt), certified or registered mail (in each case, return receipt requested, postage prepaid) or by a guaranteed nationally recognized overnight courier. Notice shall be effective upon receipt by the receiving Party pursuant to the terms herein.

**To: MRB Group Engineering, Architecture & Surveying, D.P.C.
145 Culver Road, Suite 160
Rochester, New York 14620
Attention: Chief Legal Officer**

To Client: (As set forth in the Proposal)

- h. Waiver.** Any waiver by either Party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Party to insist upon strict adherence to any term of this Agreement on one or more occasions will neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the Party so waiving.
- i. Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be unimpaired, and the rights, remedies and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be invalid, illegal or unenforceable, unless to do so would contravene the present valid and legal intent of the Parties.

DRAFT

**Town of Gorham
Resolution of Support & Authorization
2026 Wastewater Infrastructure Engineering Planning Grant Application**

WHEREAS, Town of Gorham, supports the submission of a 2026 Wastewater Infrastructure Engineering Planning Grant (EPG) application on behalf of the Town, to conduct a study of its Wastewater Treatment Plant (WWTP), sanitary pump stations, and collection system; and

WHEREAS, the New York State Environmental Facilities Corporation (EFC), provides a competitive statewide reimbursement grant program to assist in the initial planning of eligible Clean Water State Revolving Fund (CWSRF) water quality projects; and

WHEREAS, The Town of Gorham meets the municipal median household income thresholds for EPG eligibility; and

WHEREAS, if funding is received, it will allow the Town of Gorham to prepare a preliminary engineering report to investigate the WWTP, sanitary pump stations, and collection system, and identify solutions, enabling the Town to seek further financing for construction through the CWSRF program to advance the required water quality improvements;

NOW THEREFORE BE IT RESOLVED, the Town Board, on behalf of the Town, identifies the Town Supervisor as the authorized representative for the project, able to execute necessary documents relative to and as required for this application; and

BE IT FURTHER RESOLVED, the Town Board does hereby authorize and obligate local matching funds of the minimum 20% of the total grant funding awarded in the form of in-kind services or cash contribution hereby appropriated from the sewer fund; and

BE IT FURTHER RESOLVED, that the Town of Gorham recognizes and fully supports the submission of the 2026 EPG grant application by MRB Group for the investigation into its Wastewater Treatment Plant, sanitary pump stations, and collection system.

Motion by:

Seconded by:

Passed by the following vote of all Town Board Members voting in favor thereof:

Affirmative Town Board Members: [names]

Affirmative: #

Negative: #

Abstain: #

I, Darby Perrotte, do hereby certify that resolution [*Number*] was passed at a meeting of the Town of Gorham Town Board held on [*Date*], and is [incorporated in the original minutes of said meeting

DRAFT

Agreement for the Expenditure of Highway Moneys 2026

AGREEMENT between the **Town Highway Superintendent of the Town of Gorham**, Ontario County, New York, and the undersigned members of the **Town Board of the Town of Gorham**.

Pursuant to the provisions of **Section 284** of the Highway Law, we agree that money levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be extended as follows:

1. **GENERAL REPAIRS.** The sum of \$ 685,700 shall be set aside to be expended for primary work and general repairs upon 70.96 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.

2. **PERMANENT IMPROVEMENTS.** The following sums shall be set aside to be expended for the permanent improvement of Town Highways:

a. Type of work: **Surface treatment (chip seal):**

- On the following roads: Phelps, Walters, Clark, Crowe, Bassage

- Distance of 8.22 Miles
- There shall be expended not over the sum of (including rental fee of \$6200)

<i>Road</i>	<i>Miles</i>	<i>Cost</i>
Phelps	1.43	\$25,408.17
Walters	1.47	\$31,169.27
Clark	2.02	\$42,667.45
Crowe	1.49	\$30,287.88
Bassage	1.81	\$35,181.22
Total Miles	8.22	
Total Cost		\$170,913.99

b. Type of work: **Culvert Replacements:** East Swamp, West Swamp, Blodgett, Crystal Beach, also add pipe to inventory for emergency

- Various driveways and field access
- There shall be expected not over sum of \$100,000

- c. Type of work: **Pave from shoulder to center lane with grader as needed:** East Swamp, Bassage, Clark, Walters, Phelps, Kipp. \$50,000
- d. Type of work: Dense Grade Cold Mix Pave
 - On the following roads: Mumby Rd
 - Distance of 1.37 miles.
 - There shall be expended not over the sum of **\$206,169.29**
- e. Type of work: **Process Millings Pile +/- 10,000 ton**
To be used for Mumby rd pave job, also many road shoulders within the town.
\$60,000

Executed in duplicate this _____ day of _____,
 2 _____

 Supervisor

 Councilman

 Councilman

 Councilman

 Councilman

 Councilman

 County Superintendent of Highways

Brandon D. Myers

 Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.