

*TOWN OF
GORHAM*

BUSINESS

*Town Board Meeting
March 8, 2023*

Business at a Glance

3/8/23

- a. Resolution Approving Granicus Proposal for Short Term Rental
- b. Resolution to Accept Audit Proposal from MMB & Company
- c. Resolution Approving Court Audit
- d. Resolution Approving Farmland Lease Extension
- e. Resolution Approving MRB Group to request USDA Rural Development Long Term Finance Package
- f. Resolution Calling a Public Hearing to Adopt the Comprehensive Plan Update
- g. Resolution Allowing the New Bookkeeper Access to Bank Accounts
- h. Resolution Adopting the Updated Employee Handbook
- i. Resolution Creating Deputy Code Enforcement Officer Position

a. yellow

Resolution to Contract with Granicus For Short Term Rental Services

Resolution #7-2023

Whereas: *The Town of Gorham recognizes the need to regulate Short Term Rental units because of the many concerns regarding them forwarded by residents of the Town, and;*

Whereas: *An Advisory Committee was installed to investigate possible options to address these concerns, and;*

Whereas: *The Town Board has received the recommendations from said advisory committee, and;*

Whereas: *A Short Term Rental Law has been adopted by the Town Board to address concerns and recommendations surfaced by residents, Short Term Rental owners, the Advisory Committee, and the Town Board, Then;*

Therefore: *The Gorham Town Supervisor is hereby authorized to enter into contract with Granicus for one year to provide Address Identification and Compliance Monitoring Services to the Town of Gorham to better enable the Town to address this issue for a payment of \$8,810.55*



408 St. Peter St, Suite 600
St. Paul, MN 55102

THIS IS NOT AN INVOICE

Order Form
Prepared for
Gorham, NY

Granicus Proposal for Gorham, NY

ORDER DETAILS

Prepared By: Kester Bonsu
Phone:
Email: kester.bonsu@granicus.com
Order #: Q-232158
Prepared On: 21 Feb 2023
Expires On: 31 Mar 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 60 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual fee
Address Identification	Annual	1 Each	\$6,212.70
Compliance Monitoring	Annual	1 Each	\$2,597.85
SUBTOTAL			\$8,810.55

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
Compliance Monitoring	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Address Identification - Setup and Configuration	<p>Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.</p> <p><i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i></p>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.

TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Gorham, NY to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-232158 dated 02-21-2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-232158 dated 21 Feb 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Gorham, NY	
Signature:	\s1\
Name:	\s1\
Title:	\s1\
Date:	\d1\

b. *Drange*

Resolution to Contract with MMB + CO. For Audit Services

Resolution # 12-2023

Whereas: It is recommended that Towns conduct financial audits on a regular basis, and;

Whereas: Five years have elapsed since the last audit was conducted, and;

Whereas: The Gorham Town Board wishes to procure the services of MMB+CO To conduct audit services for the year 2022 for the Town, then;

Therefore: The Gorham Town Board instructs the Town Supervisor to sign contract with MMB+CO. and schedule for the work to be performed.

AUDIT PROPOSAL



BUSINESS
ADVISORS
AND CPAS

January 26, 2023

Mr. Fred Lightfoote, Supervisor
Town of Gorham
P.O. Box 224
Gorham, New York 14461

Dear Mr. Lightfoote:

The following represents our understanding of the services we will provide the Town of Gorham, New York (the Town).

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of the Town, as of December 31, 2022, and for the year then ended and the related notes, which collectively comprise the Town's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain supplementary information such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Schedule of Changes in the Town's Total OPEB Liability and Related Ratio (GASB 75) (Unaudited)
- Schedule of Town's Proportionate Share of the Net Pension Liability (Unaudited)
- Schedule of Town Contributions (Unaudited)

Canandaigua + Elmira + Latham + Queensbury + Rochester
An Independent Member of the BDO Alliance USA

OPTION 2
AKA FALL AUDIT
\$17,000 PLUS \$1,000
IF WE WANT
PLUS \$175 PER
TOWN BOARD MEETING
UPDATED DEPRECIATION
SCHEDULE

- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (Non-GAAP Basis) and Actual – General Fund and Other Major Funds (Unaudited)

Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining Balance Sheet – Nonmajor Governmental Funds
- Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds

Auditor Responsibilities

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.
- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For identifying and ensuring that the Town complies with the laws and regulations applicable to its activities;
- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the Town involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform:

- We will assist in preparing the financial statements of the Town in conformity with U.S. generally accepted accounting principles based on information provided by and approved by you.
- We will prepare depreciation schedules for the year ended December 31, 2022 based on prior year schedules and details for current year additions and disposals provided by you. Information provided should include date of purchase or disposal, cost or proceeds, depreciation method and estimated useful life.

We will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its responsibilities.

The Town's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- This engagement is limited to applicable professional services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the Town with regard to tax positions taken in the preparation of the tax return, but the Town must make all decisions with regard to those matters.
- Our work in connection with the preparation of the annual update document does not include any procedures designed to discover defalcations or other fraud, should any exist. You have the final responsibility for the information returns. Therefore, you should review them carefully before filing.

Reporting

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to *appropriate addressee, e.g., governing body* of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report to those charged with governance and an advisory comment letter, (if applicable), upon completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

In the event we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate, incomplete, or misleading information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Company or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs (including outside lawyer fees) that we incur.

We will maintain various physical, electronic, policy, and procedural safeguards to guard your information and personal data. We may communicate with you or your personnel and/or store data through e-mail, facsimile, third-party vendor secured portals or cloud environments, or other electronic means. Electronic data that is confidential may be transmitted and/or stored using these methods, and you authorize us to do so. Notwithstanding the security measures and safeguards employed by us and/or our third-party vendors, you accept that we have no control over the unauthorized interception or breach of communication and/or data. All confidential, proprietary, and personally-identifiable information should be transmitted through secure means which we have available. Information transmitted to you through our secure CCH Access Portal may be removed within a reasonable period of time after conclusion of the engagement. As such, you should download the files provided for your records.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our fees to complete the above services for the Town of Gorham, New York for December 31, 2022 will be \$17,000.

If requested, we will also assist the Town with the updating of their depreciation schedule at a cost not to exceed \$1,000.

There will be an additional charge associated with meetings of the Board (if requested) that will be billed at \$375 for each meeting.

Mr. Thomas Zuber is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Mengel Metzger Barr & Co., LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Government Auditing standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed non-audit services.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the Town's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Mengel Metzger Barr & Co., LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agent pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Mengel Metzger Barr & Co., LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulatory agent. The regulatory agent may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.

We do not charge for any phone consultation throughout the year. If you require accounting assistance which necessitates travel to your location, we will charge an hourly rate and mileage. Our current hourly rates will be as follows:

Partner	\$ 325	Director	\$ 235	Senior Manager	\$ 220
Manager	\$ 195	Senior	\$ 165	In-Charge & Staff	\$100-140

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Mengel Metzger Barr & Co., LLP



Thomas Zuber, CPA, Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Gorham, New York by:

Signature: _____

Title: _____

Date: _____

Resolution to Approve Court Audit

Resolution # 10-2023

Whereas: Section 2019-a of the Uniform Justice Court Act requires Town Justices to provide their Court records and dockets to the Auditing Board of the Town, and;

Whereas: The Town Board, as Auditing Board for the Town, is required by the Unified Court System to audit these records and provide a copy of said audit and resolution acknowledging that the required examinations were conducted, and;

Therefore: The Gorham Town Board confirms the audit and approval of the Justice reports for the year 2022, then also;

Therefore: The Board instructs the Town Supervisor to send said Audit reports to the Unified Court System.

State of New York
Unified Court System



Tamiko A. Amaker
Acting Chief Administrative Judge

25 Beaver Street
New York, N.Y. 10004
(212) 428-2100

February 23, 2023

Supervisor Frederick Lightfoote
Town of Gorham
4736 South Street
Gorham, NY 14461

Dear Supervisor Lightfoote:

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

The Unified Court System's Internal Audit office is responsible for monitoring town board compliance with Section 2019-a. Accordingly, I am requesting that you provide a copy of the audit of your local court's records for fiscal year ending in 2022 and a copy of your board resolution acknowledging that the required examination was conducted. Please email the report and resolution to jcasazza@nycourts.gov or mail to Daniel Johnson, Chief Internal Auditor, NYS Unified Court System, 185 Jordan Road, Suite 1, Troy, NY 12180. Please respond by March 31, 2023.

If you have any questions, please contact Joan Casazza at (518) 238-4303 or at the email listed above. Thank you for your cooperation.

Very truly yours,

A handwritten signature in black ink that reads "Tamiko Amaker".

smw

c: Daniel Johnson, CPA
Joan Casazza, CIA

d. Blue

Resolution to Extend Farmland Lease

Resolution 6-2023

Whereas: *The Town of Gorham owns approximately 42 acres of tillable farmland located on the West side of Yautzy Road and the North side of Lake to Lake Road in the Town of Gorham, Ontario County, New York State, and being tax map #129.00-1-34.050, and;*

Whereas: *The Town of Gorham is looking into potential alternative uses for some portion of said property, and;*

Whereas: *The term of the most recent lease has expired, and;*

Whereas: *The ability to secure a multi-year lease for many farmers is critical in order to be able to plan for establishment and use of biennial or perennial crops as well as application of fertilizers and other Soil Amendments, which also benefits soil health, and;*

Whereas: *The Town Board does not wish to enter into a multi-year lease of this property until such time as any portion of said parcel is identified for exclusion from multi-year lease terms, and*

Whereas: *The current lessee, John Newswanger, an individual residing at 4752 Yautzy Road, Stanley, New York, 14561, wishes to continue farming the afore-mentioned property, then;*

Therefore: *The Gorham Town Board agrees to provide lease of the aforementioned farmland for crop-year 2023 to Mr. John Newswanger under the terms of the previous lease agreement, and also;*

Therefore: *The Gorham Town Board shall cause said farmland to be advertised for bid as soon as practical after January 1st, 2024 with all bids to be opened and awarded by January 30th, 2024 while Mr. Newswanger shall be allowed access to the property to harvest any un-harvested crop until April 20th, 2024*

3. RENTAL PAYMENTS

- A. Lessee agrees to pay as rent for the premises \$__ per acre or \$_____, which is to be paid in full on April 1, 20__.
- B. If Lessee does not pay Lessor the rent by April 1, 20__, the overdue rental payment shall bear interest at the annual effective rate of two (2%) percent.
- C. Lessee agrees to pay the rent without any deduction, and without notice or demand, at the office of lessor or at such other place as lessor may in writing direct.
- D. The lessee will pay all the costs of planting, growing, harvesting and storing of crops grown on the land.

4. LEASEHOLDER IMPROVEMENTS

Any improvement to the real estate made by the lessee must be approved by the lessor in writing. The ownership of those improvements will be considered that of the lessor.

5. FURTHER CONDITIONS OF LEASE

- A. The lessee agrees to preserve established water courses, tile drains, tile outlets, diversion ditches, terraces and grass waterways and to refrain from any operation that will injure them.
- B. The lessee shall indemnify and save harmless the Lessor from and against any and all liability, penalties, damages, claims, expenses and judgments arising from injury during the term of the lease to any person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the lessee, or of the employees, guests or agents of the lessee, and also for any matter or thing growing out of the occupation of the subject premises.
- C. At all times throughout the Lease Term and any renewal terms, lessee shall, at his sole cost and expense, maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by facilities of like size and type and shall pay, as the same become due and payable, all premiums with respect thereto, including but not necessarily limited to general liability insurance and worker' compensation insurance. Lessor shall be named as an additional insured and as a certificate holder on each policy obtained.

6. RIGHTS AND PRIVILEGES

- A. The lessor and anyone designated by him shall have right of entry at any reasonable time to inspect the premises and/or farming methods used.

- B. The lessee will not have any above or below ground mineral or gas and oil rights.
- C. If this lease is terminated before the end of the normal production year, the lessee shall have the right to enter for the purpose of harvesting those row crop plants planted by the lessee prior to the termination of the lease.

7. DEFAULT

Lessor shall be entitled to recover reasonable attorney's fees, collection costs and court costs in any action brought by lessor to enforce the terms of this lease or by reason of lessee's default. Lessee agrees that any legal action brought under this lease shall be brought on and maintained in a court of competent jurisdiction within the County of Ontario, New York State.

8. APPLICABLE LAW

This lease shall be governed by the laws of the State of New York.

9. NOTICES

Any notices to be given under this lease shall be given by mailing the notices to lessor and to lessee at the addresses listed above for each.

Dated: _____, 20__

Town of Gorham

By: _____
Fred Lightfoote, Supervisor (Lessor)

Dated: _____, 20__

John Newswanger, Lessee

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss.:
On the ___ day of _____ in the year 20__ before me, the undersigned a notary public in and for the State of New York, personally appeared Fred Lightfoote, 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 the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONTARIO) ss.:
On the ___ day of _____ in the year 20__ before me, the undersigned a notary public in and for the State of New York, personally appeared John Newswanger, 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 the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

e. Bright Green

Resolution to Request Finance Proposal From USDA Rural Development

Resolution #10-2023

Whereas: The Town of Gorham has been considering updates and improvements to the Water District's Treatment Plant in order to maintain the greatest possible water quality and protection from toxic substances from known and emerging contaminants, and;

Whereas: The Town has secured up to three-million dollars in grant money so far, and;

Whereas: The Town wishes to secure the most favorable finance terms for the projected four point eight-million dollar balance of funding needed to bring the proposed project to fruition, then;

Therefore: The Gorham Town Board instructs MRB inc. to request a finance proposal from USDA Rural Development.

f. Purple

Resolution to Set Public Hearing For Comprehensive Plan Update

Resolution # 11-2023

Whereas: The Town of Gorham has undertaken a project to update the Comprehensive Plan for the Town, and;

Whereas: The Ontario County Planning Department was taken under contract to provide professional and technical assistance to the Town to accomplish said update, and;

Whereas: An advisory committee was installed to work with Senior Planner Linda Phillips to prepare an update document to present to the Gorham Town Board, and;

Whereas: Said document has been submitted to the Town Board for their review, then;

Therefore: The Gorham Town Board hereby sets a Public Hearing for 7:00 pm at April 12th, 2023 at the Gorham Town Hall 4736 South Street Gorham, New York 14461 to hear all comment regarding the draft Comprehensive Plan document.

g. Pink

Resolution to Allow Susan Cummings To Conduct Banking Transactions For the Town of Gorham

Resolution: 8 -2023

Whereas: Susan Cummings has been hired by the Town to perform Bookkeeping duties, and;

Whereas: Lyons National Bank is the institution that the Town currently uses, and;

Whereas: Lyons National Bank requires Town Board approval for employees who will be performing transactions, then;

Therefore: The Gorham Town Board hereby gives approval to Susan Cummings to conduct transactions at Lyons National Bank for the Town of Gorham

i. Gray

Resolution to Create Deputy Code Enforcement Officer Position

Whereas: The Town has seen a steady increase in the workload associated with the Planning and Zoning Office's responsibilities, and;

Whereas: The Town Board has long been considering the need for more staff within the Planning and Zoning Office, and;

Whereas: Sufficient funds have been budgeted for the hiring and appointment of a Deputy to the Code Enforcement Officer, then;

Therefore: The Gorham Town Board hereby requests Ontario County Human Resources to create the position of Deputy Code Enforcement Officer – Full Time to be added to the list of approved Civil Service Positions for the Town of Gorham.

Help Wanted

Deputy Building and Zoning Inspector

The Town of Gorham is looking to hire a Licensed Building and Zoning Inspector Deputy. This person will be expected to assist in the enforcement of NYS Fire Prevention and Building Code and other appropriate Laws, Codes, Rules, and Regulations that relate to buildings. Full time position with good pay and benefit package.