

*TOWN OF
GORHAM*

Business

*Town Board Meeting
April 15, 2026*

**TOWN OF GORHAM
RESOLUTION # 8-2026
APPOINTING ZONING BOARD OF APPEALS ALTERNATE**

**Appointment of Rebecca Parshall
Town of Gorham Zoning Board of Appeals**

WHEREAS, Ms. Parshall has expressed interest in serving on the Town Zoning Board of Appeals;

WHEREAS, Ms. Parshall expressed interest to serve on the Town of Gorham Zoning Board of Appeals as alternate member #1;

WHEREAS; Ms. Parshall will fulfill the position of alternate previously held by Ben Smith, who has been appointed as a fulltime member, through 12/31/2031;

NOW THEREFORE BE IT RESOLVED, Ms. Parshall is hereby appointed to a term commencing 4/15/2026 through 12/31/2031.

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 April 15, 2026 by the following vote:

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

Dated April 15, 2026

SEAL

Darby L. Perrotte, Town Clerk

**TOWN OF GORHAM
RESOLUTION # 9-2026
APPOINTING ZONING BOARD OF APPEALS MEMBER**

**Appointment of Ben Smith
Town of Gorham Zoning Board of Appeals**

WHEREAS, Mr. Smith has expressed interest in serving on the Town Zoning Board of Appeals as a fulltime member;

WHEREAS, with the vacancy of a fulltime Board member position the Zoning Board of Appeals seeks a fulltime member to fill that vacancy;

WHEREAS, Mr. Smith expressed interest to serve on the Town of Gorham Zoning Board of Appeals as a fulltime member;

WHEREAS; Mr. Smith will fulfill the position of fulltime member previously held by Tom Amato through 12/31/2032;

NOW THEREFORE BE IT RESOLVED, Mr. Smith is hereby appointed to a term commencing 4/15/2026 through 12/31/2032.

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 April 15, 2026 by the following vote:

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

Dated April 15, 2026

SEAL

Darby L. Perrotte, Town Clerk

DRAFT

WATER QUALITY and FLOOD RESILIENCY EASEMENT

THIS EASEMENT is made this _____ day of _____, 20____, by and between **Justin Martin, Jr.**, having an address of 4117 State Route 364, Canandaigua, New York, hereinafter referred to as the “Grantor”; and the **Town of Gorham**, a municipal corporation, having its main office at 4736 South Street, Gorham, New York 14461, hereinafter referred to as the “Grantee”.

The Grantor is the owner of certain premises known as 4091 Middle Road located in the Town of Gorham, Ontario County, New York, bearing tax account parcel number 113.00-1-41.200, hereinafter referred to as the “Premises.”

The Grantee is a municipal corporation which has determined that it is necessary for Town of Gorham purposes to obtain a water quality easement over a portion of the Premises as more fully described on Schedule A attached hereto and shown in the map prepared by _____ dated _____, 2026, attached hereto, hereinafter referred to as the “Easement Area” The Easement Area drains into Canandaigua Lake. The Water Quality Easement will be part of an overall set of projects to help protect the water supply to the Town of Gorham and the water quality of Canandaigua Lake.

The Easement Area is part of the Premises conveyed to Grantor and recorded June 1, 1998, in the Ontario County Clerk’s Office in Liber 997 of Deeds at Page 354.

In consideration of \$ 20,000 dollars, the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

The Grantor hereby grants, releases and conveys to the Grantee, its successors, assigns or special districts forever, a permanent water quality and flood resiliency easement over the Easement Area to construct, maintain, reconstruct, repair, use, lay, place and remove one or more water quality and sediment control basins, thereto for the water quality treatment of water draining into Canandaigua Lake, including but not limited to, riparian grass buffers, water quality basins, stone riprap weirs, and other erosion control features with ingress and egress to construct, reconstruct, maintain, repair, replace, remove, use, operate and alter the same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment and proper functioning of this easement and right-of-way.

To have and to hold the easement and right-of-way unto the Grantee and its successors and/or assigns forever.

The Grantee shall have the right and privilege at any time to enter upon and use the Easement Area. The Grantee will restore, at its expense any damage to the access so temporarily used only to as reasonably good condition as before insofar as it is feasible or reasonable to make such restoration.

Grantor for itself, its agents, heirs, distributees, successors and assigns covenants and agrees that no buildings or structures shall be constructed, no land disturbing activity including agricultural production, nor shall changes be made to the grade of the land within the Easement Area nor shall

there be any excavating, filling, mining or blasting, or any other land disturbance within the limits of said Easement Area.

The Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Area, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, use or maintenance of the improvements or facilities within the Easement Area, or any part thereof without liability to the Grantor.

Grantor warrants that it has good and marketable title to the Premises, free from all liens or encumbrances, and the right to create this easement for the benefit of the Grantee. Grantor covenants that the Grantee shall quietly enjoy this easement and shall forever warrant and defend title against all claims against the Premises.

The parties have executed this easement on the day and year first above written.

Property Owner

Town of Gorham

By: _____
Justin Martin, Jr., owner

By: _____
Dale Stell, Supervisor

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

On the _____ day of _____, 20____, before me, personally appeared **Justin Martin, Jr.**, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

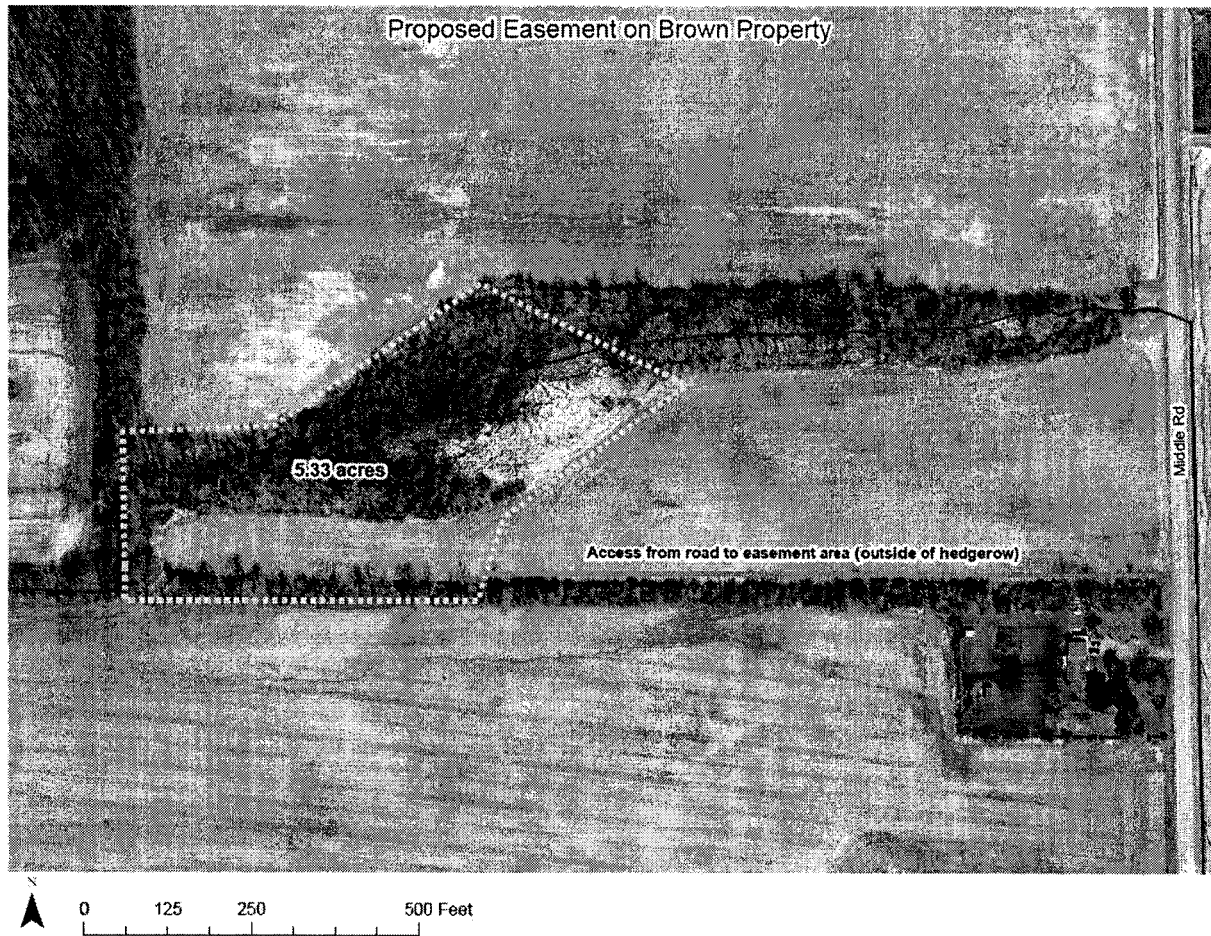
On the _____ day of _____, 20____, before me, personally appeared **Dale Stell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A
MAP and DESCRIPTION of

WATER QUALITY AND FLOOD RESILIENCY EASEMENT AREA
4091 Middle Road, Town of Gorham, Ontario County, NY
Tax Parcel # 113.00-1-41.200

All that tract or parcel of land situate in the Town of Gorham, County of Ontario, State of New York and being more particularly described as follows:



DRAFT

**LICENSE AGREEMENT
FOR INSTALLATION AND MAINTENANCE
OF DRAINAGE IMPROVEMENTS**

This License Agreement for Installation and Maintenance of Drainage Improvements ("Agreement") is entered into as of the ____ day of _____, 2026, by and between Todd Gruschow, owner at Green Road/St. Rt. 364 farm field, Gorham, NY ("Owner"), and the TOWN OF GORHAM, a municipal corporation with its principal place of business at 4736 South Street, Gorham, NY 14461 ("Town").

WHEREAS, Owner is the owner of real property located at Green Road and State Rt. 364, a farm field in the Town of Gorham, County of Ontario, and State of New York [Tax ID #155.00-1-3.112]; and

WHEREAS the Town, Owner and Canandaigua Lake Watershed Council have identified a field and drainage runoff partnership that can substantially reduce sediment, nutrients and peak flows to downhill areas in the Gage Gully area that can be partially mitigated through the installation of certain field and drainage improvements consisting of:

- Converting the field from a row crop to a hay field by providing hay seed (combination of grasses and alfalfa) on the 51 acres of farm field that will be maintained as a hayfield during the entire life of the agreement,
- two small basins ("Drainage Improvements") that will reduce field erosion, and

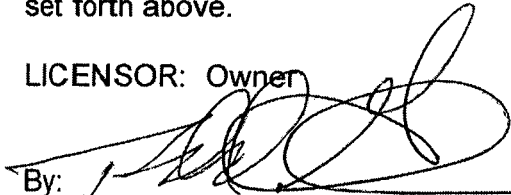
NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, Owner and Town do hereby agree as follows:

1. **GRANT OF LICENSE.** Subject to the terms of this Agreement, Owner grants and conveys to Town a license ("License") over the 51-acre field system for the purposes of installing the two basins and verifying that the field is planted to a hayfield and stays as a continuous hayfield for the life of the agreement. The Owner agrees to following items:
 - a. there will not be manure applications to the field,
 - b. the phosphorus and nitrogen-based fertilizer used will be the minimum necessary to maintain a viable hayfield,
 - c. there will be a maximum of three cuttings per calendar year, and
 - d. the field will not be plowed during the life of the agreement.
2. **REIMBURSEMENT:** In exchange for granting this license, the Town will provide the following:
 - a. 1,200 pounds of hay seed to the owner/farmer (seed will be a combination of grass and alfalfa purchased through the owner),
 - b. install the two small basins and swale as shown on the map,
 - c. provide \$55/acre/year for the 51 acres of land that is converted to a hayfield (\$2,805/year) as long as it stays as a continuous hayfield

3. **TERM.** The term of this Agreement shall be five (5) years from the date first stated above ("Term").
4. **RENEWAL.** This Agreement shall automatically renew for periods of five (5) years ("Renewal Term") unless either party provides notice of its intent not to renew to the other party at least 180 days prior to the expiration of the Term or Renewal Term, or unless otherwise terminated in accordance with the terms of this Agreement.
5. **TERMINATION.** The current owner has the right to terminate this agreement upon the sale of the subject property. The current and future owners or its successors, has the right to terminate this agreement if they have obtained site plan approval to complete site improvements in the areas identified in Exhibit A.
6. **NO OBSTRUCTION.** Owner shall not obstruct or conduct any ground disturbing activities in any way in the Improvement Area or usable access thereto.
7. **NOTICES.** Any notices and communications required under this Agreement shall be accomplished by the actual delivery of a hard copy to the parties' mailing addresses set forth above, with any notice being effective upon receipt of the physical delivery of the hard copy.
8. **TITLE.** Owner represents and warrants that Owner has good title to the Property, and further represents and warrants that Owner has the right to grant this License.
9. **RECORDING.** This Agreement shall not be recorded at the Ontario County Clerk's Office.
10. **ENTIRE AGREEMENT AND RESERVATION OF RIGHTS.** This Agreement shall constitute the entire agreement of the parties regarding the License and shall supersede any previous oral or written understandings. Furthermore, it may only be amended by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LICENSOR: Owner

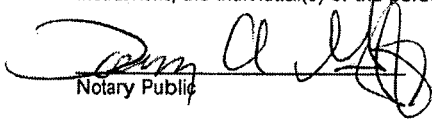
By: 

Todd Gruschow
Owner- Green Road Farm

LICENSEE: Town of Gorham

By: _____
Dale Stell
Town of Gorham Supervisor

On the 11 day of April, 2026, before me, the undersigned, personally appeared Todd Gruschow, 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 capacities, and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

TAMMY A. GRIFFIN
Notary Public, State of New York
No. 01PE6025812
Qualified in Ontario County
Commission Expires June 21, 2027

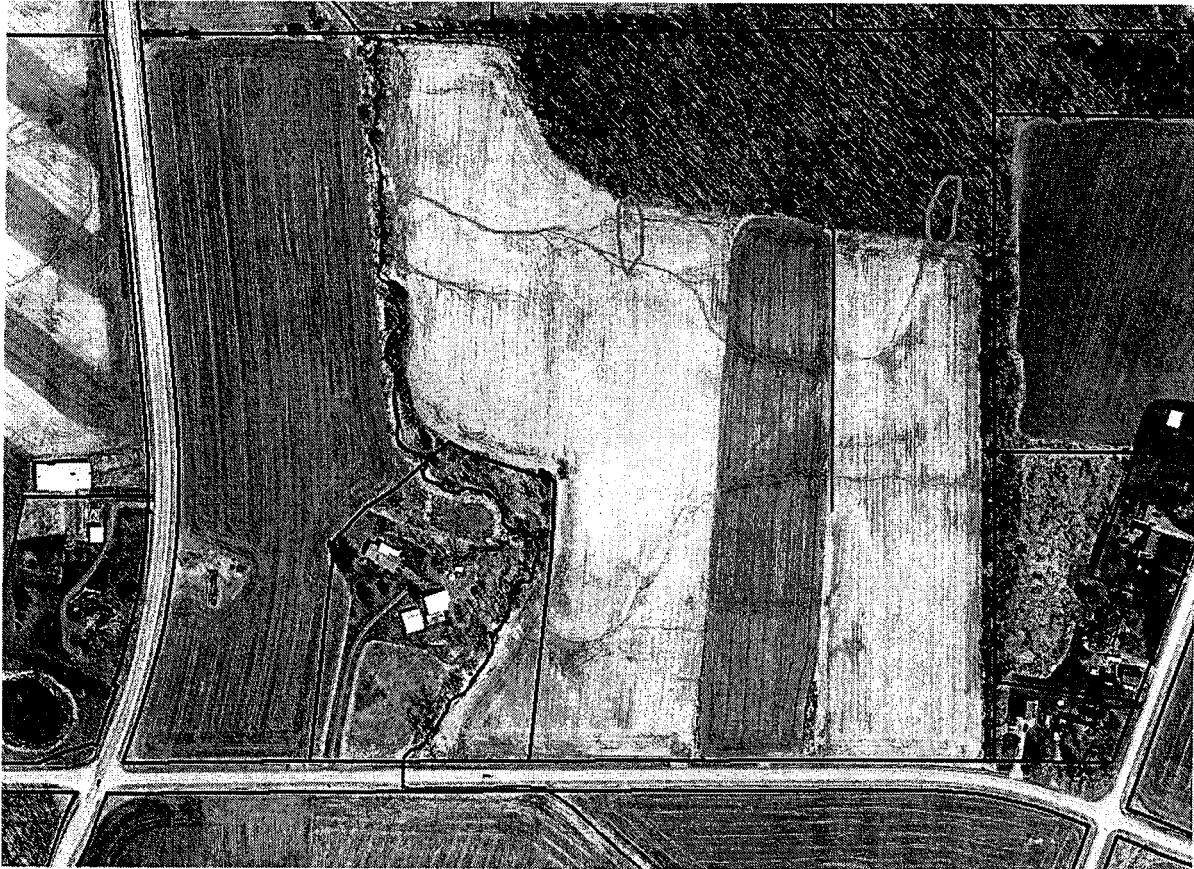
On the ____ day of _____, 2026, before me, the undersigned, personally appeared Dale Stell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

Brown areas are the two water quality/flood basins.

Aqua line is swale to allow flow to enter the forested area.



 **DRAFT**

WATER QUALITY and FLOOD RESILIENCY EASEMENT

THIS EASEMENT is made this ____ day of _____, 20____, by and between **William Donaher**, having an address of 4686 State Rt. 247, Stanley, New York, hereinafter referred to as the “Grantor”; and the **Town of Gorham**, a municipal corporation, having its main office at 4736 South Street, Gorham, New York 14461, hereinafter referred to as the “Grantee”.

The Grantor is the owner of certain premises known as 4686 State Route 247 located in the Town of Gorham, Ontario County, New York, bearing tax account parcel number 142.00-1-27.000, hereinafter referred to as the “Premises.”

The Grantee is a municipal corporation which has determined that it is necessary for Town of Gorham purposes to obtain a water quality easement over a portion of the Premises as more fully described on Schedule A attached hereto and shown in the map prepared by _____ dated _____, 2026, attached hereto, hereinafter referred to as the “Easement Area.” The Easement Area drains into Canandaigua Lake. The Easement Area is in the Deep Run subwatershed of Canandaigua Lake which outlets in close proximity to the Town of Gorham intake pipe. The Water Quality Easement will be part of an overall set of projects to help protect the water supply to the Town of Gorham and the water quality of Canandaigua Lake.

The Easement Area is part of the Premises conveyed to Grantor and recorded October 14, 2016, in the Ontario County Clerk’s Office in Liber 1372 of Deeds at Page 107.

In consideration of \$ 15,000 dollars, the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

The Grantor hereby grants, releases and conveys to the Grantee, its successors, assigns or special districts forever, a permanent water quality and flood resiliency easement over the Easement Area to construct, maintain, reconstruct, repair, use, lay, place and remove one or more water quality and sediment control basins, thereto for the water quality treatment of water draining in the Deep Run subwatershed of Canandaigua Lake, including but not limited to, riparian grass buffers, water quality basins, stone riprap weirs, and other erosion control features with ingress and egress to construct, reconstruct, maintain, repair, replace, remove, use, operate and alter the same from time to time as the Grantee may decide or require upon, along, under through and across the Easement Area. Together with all of the rights, privileges and appurtenances incident and necessary to the enjoyment and proper functioning of this easement and right-of-way.

To have and to hold the easement and right-of-way unto the Grantee and its successors and/or assigns forever.

The Grantee shall have the right and privilege at any time to enter upon the Easement Area. The Grantee will restore, at its expense any damage to the driveway access so temporarily used only to as reasonably good condition as before insofar as it is feasible or reasonable to make such restoration.

Grantor for itself, its agents, heirs, distributees, successors and assigns covenants and agrees that no buildings or structures shall be constructed, no land disturbing activity including agricultural

production, nor shall changes be made to the grade of the land within the Easement Area nor shall there be any excavating, filling, mining or blasting, or any other land disturbance within the limits of said Easement Area.

The Grantee, its successors, assigns, agents or contractors, may at any time remove all obstructions from the Easement Area, including trimming or removal of trees and shrubs, which it reasonably determines are interfering with the operation, use or maintenance of the improvements or facilities within the Easement Area, or any part thereof without liability to the Grantor.

Grantor warrants that it has good and marketable title to the Premises, free from all liens or encumbrances, and the right to create this easement for the benefit of the Grantee. Grantor covenants that the Grantee shall quietly enjoy this easement and shall forever warrant and defend title against all claims against the Premises.

The parties have executed this easement on the day and year first above written.

Middle Road parcel

Town of Gorham

By: _____
William Donaher, owner

By: _____
Dale Stell, Supervisor

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

On the _____ day of _____, 20____, before me, personally appeared **William Donaher**, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the individual upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK]
COUNTY OF ONTARIO] ss:

On the _____ day of _____, 20____, before me, personally appeared **Dale Stell**, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A
MAP and DESCRIPTION OF
WATER QUALITY AND FLOOD RESILIENCY EASEMENT AREA
4686 State Route 247, Town of Gorham, Ontario County, NY
Tax Parcel # 142.00-1-27.000

All that tract or parcel of land situate in the Town of Gorham, County of Ontario, State of New York and being more particularly described as follows:

