

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU) made on the _____ day of _____, 2025 by and between the TOWN OF ALBION, COUNTY OF ORLEANS, STATE OF NEW YORK, by and through its Town Board (hereinafter referred to as the TOWN), the VILLAGE OF ALBION, COUNTY OF ORLEANS, STATE OF NEW YORK, by and through its Village Board (hereinafter referred to as ALBION), the ALBION CENTRAL SCHOOL DISTRICT, COUNTY OF ORLEANS, STATE OF NEW YORK, by and through its School Board (hereinafter referred to as ACSD) and the COUNTY OF ORLEANS, STATE OF NEW YORK, by and through its County Legislature (hereinafter referred to as the COUNTY), collectively the parties.

WHEREAS DEPAUL ALBION HOUSING DEVELOPMENT FUND CORPORATION, a New York Not For Profit Corporation, (hereinafter referred to as DEPAUL), the TOWN and the VILLAGE having entered into a Payment in Lieu of Tax Agreement in March 2020 (hereinafter referred to as the PILOT), and

WHEREAS it being recognized and acknowledged that DEPAUL did remit to the TOWN the sum of Five Thousand Dollars (\$5,000.00) annually for the years 2021 and 2022, pursuant to PILOT paragraph 3(a), and

WHEREAS it being recognized and acknowledged that DEPAUL did remit to the TOWN the sum of Ten Thousand Dollars (\$10,000.00) for the year 2023, Ten Thousand Two Hundred Dollars (\$10,200.00) for the year 2024 and Seven Thousand Nine Hundred Eighty Four Dollars and Twelve Cents (\$9,984.12) Ten Thousand Four Hundred Dollars (\$10,400.00) for 2025, pursuant to PILOT paragraph 3(b)(i), and

WHEREAS DEPAUL having remitted an annual Three Thousand Dollar (\$3,000.00) payment to the VILLAGE for the years 2021, 2022, 2023, 2024 and 2025 pursuant to PILOT paragraph 3(c), and

WHEREAS the parties hereto are now desirous of apportioning the aforesaid amounts paid by DEPAUL between them and in furtherance of the PILOT paragraph 3(b)(iii), and

WHEREAS this MOU having been executed by all parties after Resolutions approving same from their respective governing Boards.

NOW THEREFORE upon the mutual covenants, agreements and consideration contained herein, the parties do hereby agree as follows:

1. Pursuant to PILOT paragraph 3(b)(iii) the tax payments remitted by DEPAUL shall be henceforth apportioned equitably by the TOWN among the parties annually as follows:

- a) Thirty Percent (30%) of the total annual remittance to the VILLAGE.
- b) Thirty Percent (30%) of the total annual remittance to ACSD.
- c) Twenty Percent (20%) of the total annual remittance to the TOWN.
- d) Twenty Percent (20%) of the total annual remittance to the COUNTY.

2. As to any retroactive apportionment of payments remitted by DEPAUL under the PILOT, the parties agree that the total due to ACSD is Five Thousand Six Hundred Thirty Six Dollars and Eighty Two Cents (\$5,636.82) to be paid to ACSD by the TOWN from the amount of Seven Thousand Nine Hundred Eighty Four Dollars and Twelve Cents (\$7,984.12) Ten Thousand Four Hundred Dollars (\$10,400.00) remitted to the TOWN by DEPAUL in 2025. Similarly, the parties agree that the total due to the COUNTY relating to retroactivity is Five Thousand Six Hundred Thirty Six Dollars and Eight Two Cents (\$5,636.82) to be paid to the COUNTY by the TOWN from the amount of Seven Thousand Nine Hundred Eighty Four

Dollars and Twelve Cents (\$7,984.12) Ten Thousand Four Hundred Dollars (\$10,400.00) remitted to the TOWN by DEPAUL in 2025 by the TOWN paying to the COUNTY Two Thousand Six Hundred Thirty Six Dollars and Eight Two Cents (\$2,636.82) and also by the COUNTY deducting the sum of Three Thousand Dollars (\$3,000.00) from the sales tax check the COUNTY gives the VILLAGE for the additional Three Thousand Dollars (\$3,000.00) remitted to the VILLAGE by DEPAUL in 2025, said Three Thousand Dollars (\$3,000.00) remittance to the VILLAGE having been subsequently turned over to the TOWN with the TOWN now forwarding same to the VILLAGE under this MOU.

3. This MOU supersedes and replaces the PILOT Revenue Sharing Memorandum of Understanding dated May 27, 2020 between the TOWN and the VILLAGE.

IN WITNESS WHEREOF, the TOWN has caused this MOU to be signed by the Supervisor thereof, and the official seal affixed thereto, the VILLAGE has caused this MOU to be signed by the Mayor thereof, and the official seal affixed thereto, ACSO has caused this MOU to be signed by the Assistant Superintendent of Finance, and the official seal affixed thereto, and the COUNTY OF ORLEANS has caused this MOU to be signed by the Chairman of the Legislature, and the official seal affixed thereto.

TOWN OF ALBION

Dated: _____, 2025

BY: _____
F. RICHARD REMLEY, SUPERVISOR

VILLAGE OF ALBION

Dated: _____, 2025

BY: _____
ANGEL JAVIER, JR., MAYOR

ALBION CENTRAL SCHOOL DISTRICT

Dated: _____, 2025

BY: _____
RICK RECCKIO, II
ASSISTANT SUPERINTENDENT OF FINANCE

COUNTY OF ORLEANS

Dated: _____, 2025

BY: _____
LYNN M. JOHNSON
CHAIRMAN OF THE LEGISLATURE