

This meeting will be held in person at the Victor Town Hall and live streamed via YouTube with text commenting available. Go To:

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**Victor Town Board Meeting Agenda
Monday, November 28, 2022
DRAFT RESOLUTION PACKET**

*"Town Board Draft Resolutions are in **draft** form and are subject to change prior to or during the public meeting."*

Executive Session - 5:30 PM (Supervisor's conference room) – proposed acquisition of real property

Town and Village of Victor Joint meeting – 6:00 PM

Lorenzo Rotoli – Presentation of the final Connectivity Plan and discussion

Regular Meeting - 7:00 PM

Flag Salute

Public Hearings start at 7:00 PM

Approval of the November 14, 2022, Regular Town Board meeting minutes

Payment of Bills

Privilege of the Floor

- Patty Sampson-Bouchard – speed limit on East Victor Road
- Mark Robbins – bike signs on narrow roads with no bike lane
- Mark Zornow, 700 Brownsville Road - conservation easement

Public Comments and Concerns

Reports of Town Officials

- ❖ Highway
- ❖ IT

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Resolutions

Highway

1. Authorization for Town Clerk to Petition New York State Department of Transportation to Evaluate the Area Speed Limit for Silverton Glenn, Wyndham Hill and Ashwood Lane

Finance

2. Authorization for Supervisor to Enter into Contract for Actuary to Comply with Gasb 75 – Governmental Accounting Standards Board for Retiree Health Care Plan
3. Authorization to Enter into a Purchase Contract and Service Agreement with Toshiba Business Solutions for Town Records Room Copier
4. Authorization for Supervisor to Enter into Professional Consulting Services Agreement – Mengel Metzger Barr & Co. LLP, - 2022, 2023 and 2024 Annual Audits of the Town and Courts

Supervisor

5. Authorization for Town Supervisor to Execute an Amendment to the Lease Agreement for 7891 Lehigh Crossing – Parks & Recreation Facility
6. Framark Place Apartments Authorizing Transfer and PILOT Agreement
7. Victor Senior Apartments Authorizing Transfer and PILOT Agreement

Town Clerk

8. Authorization to Enter into an Agreement with Red Truck Painting for Town Hall Painting

PUBLIC COMMENT

ADJOURN

#1

AUTHORIZATION FOR TOWN CLERK TO PETITION NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO EVALUATE THE AREA SPEED LIMIT FOR SILVERTON GLENN, WYNDHAM HILL AND ASHWOOD LANE

WHEREAS, the Highway Superintendent has received requests to evaluate the speed limit in the Silverton Glenn Subdivision on Silverton Glenn, Wyndham Hill and Ashwood Lane; now therefore, be it

RESOLVED that the Town Clerk proceed with petitioning the New York State Department of Transportation to evaluate for an area speed limit for the Silverton Glenn Subdivision on Silverton Glenn, Wyndham Hill, and Ashwood Lane; and further

RESOLVED that a copy of this resolution be forwarded to Mark Years, Highway Superintendent.

#2

RESOLUTION NO. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO CONTRACT FOR ACTUARY TO COMPLY WITH GASB 75 – GOVERNMENTAL ACCOUNTING STANDARDS BOARD FOR RETIREE HEALTH CARE PLAN

WHEREAS, an actuary is needed to perform the actuarial services for the retiree health care plan for the Town of Victor in accordance with GASB 75 – Governmental Accounting Standards Board - for each fiscal year ending December 31st; and

WHEREAS, Brown & Brown Consulting Services has submitted a four-year quote for these services as follows:

2023 – “Roll forward Valuation” - \$1,975.00
2024 – Full Valuation - \$3,850.00
2025 – “Roll forward Valuation” - \$1,975.00
2026 – Full Valuation - \$3,850.00; and

WHEREAS, the funds are included and will be available each applicable year beginning in 2023 in the Town Budget Line-Item A.1989.400 Special Items Contracted Costs; now, therefore be it

RESOLVED that the Town Board authorizes the Supervisor to enter into a four-year contract with Brown & Brown Consulting Services for GASB 75 Actuarial Services as follows:

2023 – “Roll forward Valuation” - \$1,975.00
2024 – Full Valuation - \$3,850.00
2025 – “Roll forward Valuation” - \$1,975.00
2026 – Full Valuation - \$3,850.00; and be it further

RESOLVED that said funds are included and will be available each applicable year beginning in 2023 in the Town Budget Line-Item A.1989.400 Special Items Contracted Costs; and it be further

RESOLVED that a copy of this resolution be sent to Curt Evans - Brown & Brown of Pennsylvania, LP, Brian Hart - Brown & Brown of New York, Finance Office, Town Clerk, and Human Resources Director.

#3

RESOLUTION NO. AUTHORIZATION TO ENTER INTO A PURCHASE CONTRACT AND SERVICE AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS FOR TOWN RECORDS ROOM COPIER

WHEREAS, the staff in the Records Room has the need to replace the existing copier which no longer functions properly, and

WHEREAS, written quotations were received from Lineage for a Minolta Bizhub C300i for \$5,492.62 and Toshiba Business Solutions for a Toshiba e-studio 330AC for \$2,098.00, and

WHEREAS, it is determined that the Toshiba copier meets all the departments needs and would like to purchase the Toshiba e-studio 330AC copier from Toshiba Business Solutions for a purchase price of Two Thousand Ninety-Eight dollars (\$2,098.00), and

WHEREAS, Toshiba will provide a Maintenance Service Agreement at a per click charge of \$.0011 per B/W copy and \$.053 color copy, and

WHEREAS, funding for the copier is available in the 2022 Town Budget Line-Item A.1410.400 Town Clerk Contractual for \$2,098.00 per Budget Transfer Request; now, therefore, be it

RESOLVED, authorized to enter into a purchase agreement with Toshiba Business Solutions for the purchase of a Toshiba copier for Two Thousand Ninety-Eight dollars (\$2,098.00) and a Maintenance Service Agreement at a per click charge of \$.0053 per B/W copy and \$.053 color copy, and further

RESOLVED, funding for the copiers is available in the 2022 Town Budget Line-Item A.1410.400 Town Clerk Contractual for \$2,098.00; and further

RESOLVED that a copy of this resolution be forwarded to the Finance Department, Town Clerk, and Don Mongeon, Toshiba Business Solutions.

#4

RESOLUTION NO. AUTHORIZATION FOR SUPERVISOR TO ENTER INTO PROFESSIONAL CONSULTING SERVICES AGREEMENT – MENGEL METZGER BARR & CO. LLP, - 2022, 2023, AND 2024 ANNUAL AUDITS OF THE TOWN AND COURTS

WHEREAS, pursuant to New York’s Town Law, including Section 64(6) and Section 20(2), the Town Board has the power to approve contracts for Town services, including but not limited to contracts for legal, consulting, accounting, and engineering services prior to the execution of such contracts by the Town Supervisor; and

WHEREAS, pursuant to General Municipal Law 103-b and the Town’s Procurement Policy, the Town Board may direct a policy for the acquisition of the Town’s professional services; and

WHEREAS, the Director of Finance wishes to engage Mengel Metzger Barr & Co. LLP, to perform annual audits of the Town and Town Courts, as specified in the Engagement proposal submitted by Mengel Metzger Barr & Co. LLP P.C. on November 16, 2022, to be kept in the subject file in the Town Clerk’s Office, at a cost not to exceed as follows:

<u>Year</u>	<u>Town Audit</u>	<u>Courts Audit</u>
2022	\$15,925.00	\$3,150.00
2023	\$16,475.00	\$3,250.00
2024	\$17,050.00	\$3,350.00

WHEREAS, funds are available in the 2022 Budget line-item A.1310.400 Finance-Audit & Services Contractual; and

WHEREAS, Mengel Metzger Barr & Co. LLP has been identified by the Director of Finance as having the appropriate internal auditing services for the Town of Victor; now, therefore be it

RESOLVED that the Town Board hereby authorizes the Supervisor to enter into a three-year contract with Mengel Metzger Barr & Co. LLP, for the 2022, 2023, and 2024 Annual Audit Professional Consulting Services, under the terms and conditions as provided in the 2022 Engagement proposal submitted by Mengel Metzger Barr & Co. dated November 16, 2022 to be kept in the subject file in the Town Clerk’s Office, at a cost not to exceed

<u>Year</u>	<u>Town Audit</u>	<u>Courts Audit</u>
2022	\$15,925.00	\$3,150.00
2023	\$16,475.00	\$3,250.00
2024	\$17,050.00	\$3,350.00

And be it further

#4

RESOLVED that said funds are available in the 2022 Budget line-item A.1310.400 Finance-Audit & Services Contractual; and further be it

RESOLVED that a copy of this Resolution be forwarded to Thomas Zuber - Mengel Metzger Barr & Co., Finance Director, Town Clerk, and Human Resources Director.

#5

RESOLUTION NO. AUTHORIZATION FOR TOWN SUPERVISOR TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT FOR 7891 LEHIGH CROSSING – PARKS & RECREATION FACILITY

WHEREAS, the Town currently leases approximately 15,000 square feet of space at 7891 Lehigh Crossing in the Town of Victor from Bluestone Creek Development, LLC to accommodate the Victor Parks & Recreation Facility; and

WHEREAS, the Town's Lease Agreement with Bluestone Creek Development, LLC expires on December 31, 2022 and the Town seeks to execute an amendment to the lease in order to continue its occupation of the Lehigh Crossing facility; and

WHEREAS, the proposed Amendment to the Lease Agreement obligates the Town to a five-year lease term to begin on January 1, 2023 and expiring on December 31, 2027, with an annual rent in the amount of One Hundred Thirty-Eight Thousand Seven Hundred Fifty dollars (\$138,750.00) payable in equal monthly installments of Eleven Thousand Five Hundred Sixty-Two dollars and Fifty cents (\$11,562.50/month); now, therefore be it

RESOLVED that the Town Board authorizes the Town Supervisor to execute the Amendment to the Lease Agreement with Bluestone Creek Development, LLC for a five-year term to begin on January 1, 2023 and expiring on December 31, 2027, with an annual rent in the amount of One Hundred Thirty-Eight Thousand Seven Hundred Fifty dollars (\$138,750.00) payable in equal monthly installments of Eleven Thousand Five Hundred Sixty-Two dollars and Fifty cents (\$11,562.50/month); and be it further

RESOLVED that a copy of this Resolution be provided to the Town Clerk, Finance Director, Parks & Recreation Director and Bluestone Creek Development, LLC.

#6

AUTHORIZING RESOLUTION

(Framark Place Apartments – Authorizing Transfer and PILOT Agreement)

A regular meeting of the Town Board of the Town of Victor was convened on November 28, 2022.

Resolution No. _____

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF VICTOR (THE “TOWN”) AUTHORIZING (i) THE TRANSFER OF A CERTAIN AFFORDABLE HOUSING FACILITY (AS FURTHER DEFINED HEREIN) FROM FRAMARK PLACE APARTMENTS, L.P. (HEREIN, THE “OWNER”) TO PROVIDENCE FRAMARK VILLAGE HOUSING DEVELOPMENT FUND CORPORATION, INC; (ii) THE DISSOLUTION OF THE OWNER IN ACCORDANCE WITH ARTICLE V OF THE PRIVATE HOUSING FINANCE LAW (“PHFL”); (iii) THE PROVISION OF A REAL PROPERTY TAX EXEMPTION AND RELATED PAYMENT IN LIEU OF TAX AGREEMENT (“PILOT AGREEMENT”) FOR THE BENEFIT OF THE BUYER IN ACCORDANCE WITH ARTICLE XI OF THE PHFL; AND (iv) THE EXECUTION AND DELIVERY OF THE PILOT AGREEMENT, ALONG WITH RELATED DOCUMENTS.

WHEREAS, by a certain resolution adopted February 25, 2002, and amended by resolution adopted February 10, 2003 (collectively, the “**Prior Exemption Resolution**”), the Town of Victor (the “**Town**”), as Supervisory Agency pursuant to Article V of the Private Housing Finance Law (“**PHFL**”), authorized a partial real property tax exemption (the “**Prior Exemption**”) for the benefit of Framark Place Apartments, L.P. (the “**Owner**”), a New York limited partnership and redevelopment company established pursuant to Article V of the PHFL and relating to the development of a certain affordable senior housing project (herein the “**Project**”) consisting of 50 affordable living apartments, along with related improvements, collectively known as “Framark Place Apartments” and located at 4 Framark Drive in the Village of Victor, Ontario County, New York (the “**Property**”, which is more particularly described as Tax Map No. 28.05-1-50.217); and

WHEREAS, in accordance with the Prior Exemption Resolution and pursuant to Section 125 of the PHFL, the Town and Owner entered into a certain Redevelopment Company Agreement, dated as of June 20, 2003 (herein, the “**Owner PILOT Agreement**”), wherein the Owner is required to make certain payments to the Town in lieu of real property taxes equal to 10% of the Owner’s annual “shelter rent” (as defined therein) for a term of twenty-five (25) years through the assessment year 2029, unless terminated sooner; and

WHEREAS, the Owner has entered into a certain purchase and sale agreement, dated as of December 13, 2021, with Providence Framark Village Housing Development Fund Corporation, Inc. (the “**Company**” or “**HDFC**”) relating to the acquisition of the Property by the HDFC from the Owner (the “**Transfer**”), with such Transfer being subject to the approval of the Town pursuant to Section 122 of the PHFL; and

WHEREAS, the HDFC has been established as a “*housing development fund company*” and upon acquisition, the Company’s ownership of the Property shall constitute a “*housing project*” as such terms are defined within Section 572 of the PHFL; and

WHEREAS, the HDFC and Framark Place LLC, a New York limited liability company (the “*Beneficial Owner*”) intend to enter into a certain Declaration on Interest and Nominee Agreement (herein, the “*Nominee Agreement*”), whereby the HDFC shall hold legal title to the Property solely as nominee for and on behalf of the Beneficial Owner, with the Beneficial Owner retaining all of the equitable and beneficial ownership of the Project and Property, which in all events shall be owned by the Beneficial Owner and operated by the Beneficial Owner as an affordable housing project pursuant to and in accordance with the Nominee Agreement and that certain Regulatory Agreement entered into by the Owner and the New York State Housing Finance Agency, dated as of July 1, 2004, amended August 15, 2005, and to be assigned to the Company (collectively, the “*Regulatory Agreement*”); and

WHEREAS, in furtherance of the Transfer, the Town, the HDFC and the Beneficial Owner have negotiated a certain successor Payment in-lieu-of Taxes Agreement (the “*PILOT Agreement*”) pursuant to Section 577 of the PHFL, whereby the HDFC will make (or cause to be made by the Beneficial Owner pursuant to the Nominee Agreement) certain PILOT Payments for the benefit of the affected taxing jurisdictions including the Town, Village of Victor, County of Ontario and Victor Central School District; and

WHEREAS, pursuant to PHFL Section 123(4), the Transfer will require the voluntary dissolution of the Owner subject to the consent of the Town (the “*Dissolution Approval*”); and

WHEREAS, pursuant to PHFL Section 123(3), the Dissolution Approval requires that provisions be made for payment in full of the remaining balance of principal and interest due or unpaid upon any mortgage upon Property; and

WHEREAS, pursuant to PHFL Section 123(2), and upon termination of the Prior Exemption, the Owner is required to pay over to the Town any surplus funds held by Former Owner (the “*Surplus Payment*”), after payment by the Owner to applicable shareholders, partners, members or beneficiaries, and as the case may be, income debenture certificate holders, of no more than the par value of their shares or amount of their capital and the face value of their income debenture certificates with accrued and unpaid distributions or interest in respect of such capital and income debenture certificates; and

WHEREAS, pursuant to PHFL Section 123(1), if the Prior Exemption is terminated for any reason, the Town may require payment by the Owner of all or portions of the total of all accrued taxes for which the Prior Exemption was granted (the “*Tax Payment*”); and

WHEREAS, subject to the conditions set forth herein, including payment by the Owner of the Surplus Payment and Tax Payment, the Town desires to (i) authorize the Transfer; (ii) provide the Dissolution Approval for the Owner; (iii) provide the Company with an exemption

from real property taxes pursuant to Section 125 of the PHFL; and (iv) authorize the execution and delivery of the PILOT Agreement with the Company, along with related documents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF VICTOR AS FOLLOWS:

Section 1. Pursuant to PHFL Sections 122 and 123(4), the Town as Supervisory Agency hereby authorizes and consents to the Transfer and hereby provides the Dissolution Approval, subject to the following conditions:

(a) Prior to the date of Transfer, Owner and the Company shall certify to the Town, acting by and through the Supervisor of the Town (the “*Supervisor*”) and Town Attorney, that as of the date of Transfer, provisions shall be made for payment in full of the remaining balance of principal and interest due or unpaid upon any mortgage upon the Property;

(b) In furtherance of the Property remaining an affordable housing project pursuant to Article XI of the PHFL, the Town hereby waives any applicable Tax Payment that would otherwise be due in connection with the termination of the Owner PILOT Agreement;

(c) Prior to the date of Transfer, the Owner shall certify to the Town, acting by and through the Supervisor and Town Attorney, the amount of Surplus Payment, such certification to be accompanied with audited financial statements, and as of the date of Transfer, Owner shall pay all applicable amounts of Surplus Payment to the Town, plus all outstanding fees of the Town on or before December 31, 2022 accrued in connection with reviewing and approving the matters outlined herein;

(d) On or before the date of Transfer, the Company shall provide the Town with confirmation of the assumption of the Regulatory Agreement relating to the Project and Property;

(e) On or before the date of Transfer, Owner and Company shall confirm title transfer with the Town, including the provision of the applicable deed, closing statement, mortgage discharge(s) and related documents; and

(f) On or as of the date of Transfer, the Company shall execute and deliver the PILOT Agreement, along with related documents.

Section 2. Subject to the completion of the Transfer through acquisition of the Property by the Company in accordance with the terms contained herein, and pursuant to and in accordance with Section 577 of the PHFL, the Town hereby authorizes and approves an exemption from real estate taxes for the Property for the benefit of the HDFC and Property, subject to the Company’s execution of the PILOT Agreement.

Section 3. The Town hereby authorizes the Supervisor to execute and deliver (i) documents and certificates necessary in connection with the Dissolution of the Owner; and (ii)

the PILOT Agreement, in substantially the form attached hereto as **Exhibit A**, with such changes as may be authorized by the Supervisor and Town Attorney.

Section 4. The officers, employees and agents of the Town are hereby authorized and directed for and in the name and on behalf of the Town to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Town with all of the terms, covenants and provisions of the documents executed for and on behalf of the Town.

Section 5. These Resolutions shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

	<u><i>Yea</i></u>	<u><i>Nay</i></u>	<u><i>Absent</i></u>	<u><i>Abstain</i></u>
Jack Marren				
David Condon				
Michael Guinan				
Ed Kahovec				
Drew Cusimano				

The Resolution was thereupon duly adopted.

EXHIBIT A
FORM OF PILOT AGREEMENT

AUTHORIZING RESOLUTION

(Victor Senior Apartments – Authorizing Transfer and PILOT Agreement)

A regular meeting of the Town Board of the Town of Victor was convened on November 28, 2022.

Resolution No. _____

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF VICTOR (THE “TOWN”) AUTHORIZING (i) THE TRANSFER OF A CERTAIN AFFORDABLE HOUSING FACILITY (AS FURTHER DEFINED HEREIN) FROM VICTOR SENIOR APARTMENTS, LP (HEREIN, THE “OWNER”) TO PROVIDENCE FRAMARK VILLAGE HOUSING DEVELOPMENT FUND CORPORATION, INC; (ii) THE DISSOLUTION OF THE OWNER IN ACCORDANCE WITH ARTICLE V OF THE PRIVATE HOUSING FINANCE LAW (“PHFL”); (iii) THE PROVISION OF A REAL PROPERTY TAX EXEMPTION AND RELATED PAYMENT IN LIEU OF TAX AGREEMENT (“PILOT AGREEMENT”) FOR THE BENEFIT OF THE BUYER IN ACCORDANCE WITH ARTICLE XI OF THE PHFL; AND (iv) THE EXECUTION AND DELIVERY OF THE PILOT AGREEMENT, ALONG WITH RELATED DOCUMENTS.

WHEREAS, by a certain resolution adopted November 9, 1998 (the “**Prior Exemption Resolution**”), the Town of Victor (the “**Town**”), as Supervisory Agency pursuant to Article V of the Private Housing Finance Law (“**PHFL**”), authorized a partial real property tax exemption (the “**Prior Exemption**”) for the benefit of Victor Senior Apartments, LP (the “**Owner**”), a New York limited partnership and redevelopment company established pursuant to Article V of the PHFL and relating to the development of a certain affordable senior housing project (herein the “**Project**”) consisting of 24 affordable living apartments, along with related improvements, collectively known as “Victor Senior Apartments” and located at 2 Framark Drive in the Village of Victor, Ontario County, New York (the “**Property**”, which is more particularly described as Tax Map No. 28.05-1-50.211); and

WHEREAS, in accordance with the Prior Exemption Resolution and pursuant to Section 125 of the PHFL, the Town and Owner entered into a certain Redevelopment Company Agreement, dated as of November 19, 1998 (herein, the “**Owner PILOT Agreement**”), wherein the Owner is required to make certain payments to the Town in lieu of real property taxes equal to 10% of the Owner’s annual “shelter rent” (as defined therein) for a term of twenty-five (25) years through the assessment year 2024, unless terminated sooner; and

WHEREAS, the Owner has entered into a certain purchase and sale agreement, dated as of December 13, 2021, with Providence Framark Village Housing Development Fund Corporation, Inc. (the “**Company**” or “**HDFC**”) relating to the acquisition of the Property by the

HDFC from the Owner (the “**Transfer**”), with such Transfer being subject to the approval of the Town pursuant to Section 122 of the PHFL; and

WHEREAS, the HDFC has been established as a “**housing development fund company**” and upon acquisition, the Company’s ownership of the Property shall constitute a “**housing project**” as such terms are defined within Section 572 of the PHFL; and

WHEREAS, the HDFC and Victor Place Partners LLC, a New York limited liability company (the “**Beneficial Owner**”) intend to enter into a certain Declaration on Interest and Nominee Agreement (herein, the “**Nominee Agreement**”), whereby the HDFC shall hold legal title to the Property solely as nominee for and on behalf of the Beneficial Owner, with the Beneficial Owner retaining all of the equitable and beneficial ownership of the Project and Property, which in all events shall be owned by the Beneficial Owner and operated by the Beneficial Owner as an affordable housing project pursuant to and in accordance with the Nominee Agreement and that certain Regulatory Agreement entered into by the Owner and the Housing Trust Fund Corporation, dated as of August 25, 1999 and the New York State Division of Housing and Community Renewal, dated as of September 16, 1999, and to be assigned to the Company and further amended as of the Commencement Date (collectively, the “**Regulatory Agreement**”); and

WHEREAS, in furtherance of the Transfer, the Town, the HDFC and the Beneficial Owner have negotiated a certain successor Payment in-lieu-of Taxes Agreement (the “**PILOT Agreement**”) pursuant to Section 577 of the PHFL, whereby the HDFC will make (or cause to be made by the Beneficial Owner pursuant to the Nominee Agreement) certain PILOT Payments for the benefit of the affected taxing jurisdictions including the Town,, Village of Victor, County of Ontario and Victor Central School District; and

WHEREAS, pursuant to PHFL Section 123(4), the Transfer will require the voluntary dissolution of the Owner subject to the consent of the Town (the “**Dissolution Approval**”); and

WHEREAS, pursuant to PHFL Section 123(3), the Dissolution Approval requires that provisions be made for payment in full of the remaining balance of principal and interest due or unpaid upon any mortgage upon Property; and

WHEREAS, pursuant to PHFL Section 123(2), and upon termination of the Prior Exemption, the Owner is required to pay over to the Town any surplus funds held by Former Owner (the “**Surplus Payment**”), after payment by the Owner to applicable shareholders, partners, members or beneficiaries, and as the case may be, income debenture certificate holders, of no more than the par value of their shares or amount of their capital and the face value of their income debenture certificates with accrued and unpaid distributions or interest in respect of such capital and income debenture certificates; and

WHEREAS, pursuant to PHFL Section 123(1), if the Prior Exemption is terminated for any reason, the Town may require payment by the Owner of all or portions of the total of all accrued taxes for which the Prior Exemption was granted (the “**Tax Payment**”); and

WHEREAS, subject to the conditions set forth herein, including payment by the Owner of the Surplus Payment and Tax Payment, the Town desires to (i) authorize the Transfer; (ii) provide the Dissolution Approval for the Owner; (iii) provide the Company with an exemption from real property taxes pursuant to Section 125 of the PHFL; and (iv) authorize the execution and delivery of the PILOT Agreement with the Company, along with related documents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF VICTOR AS FOLLOWS:

Section 1. Pursuant to PHFL Sections 122 and 123(4), the Town as Supervisory Agency hereby authorizes and consents to the Transfer and hereby provides the Dissolution Approval, subject to the following conditions:

(a) Prior to the date of Transfer, Owner and the Company shall certify to the Town, acting by and through the Supervisor of the Town (the “*Supervisor*”) and Town Attorney, that as of the date of Transfer, provisions shall be made for payment in full of the remaining balance of principal and interest due or unpaid upon any mortgage upon the Property;

(b) In furtherance of the Property remaining an affordable housing project pursuant to Article XI of the PHFL, the Town hereby waives any applicable Tax Payment that would otherwise be due in connection with the termination of the Owner PILOT Agreement;

(c) Prior to the date of Transfer, the Owner shall certify to the Town, acting by and through the Supervisor and Town Attorney, the amount of Surplus Payment, such certification to be accompanied with audited financial statements, and as of the date of Transfer, Owner shall pay all applicable amounts of Surplus Payment to the Town, plus all outstanding fees of the Town on or before December 31, 2022 accrued in connection with reviewing and approving the matters outlined herein;

(d) On or before the date of Transfer, the Company shall provide the Town with confirmation of the assumption of the Regulatory Agreement relating to the Project and Property;

(e) On or before the date of Transfer, Owner and Company shall confirm title transfer with the Town, including the provision of the applicable deed, closing statement, mortgage discharge(s) and related documents; and

(f) On or as of the date of Transfer, the Company shall execute and deliver the PILOT Agreement, along with related documents.

Section 2. Subject to the completion of the Transfer through acquisition of the Property by the Company in accordance with the terms contained herein, and pursuant to and in accordance with Section 577 of the PHFL, the Town hereby authorizes and approves an exemption from real estate taxes for the Property for the benefit of the HDPC and Property, subject to the Company’s execution of the PILOT Agreement.

Section 3. The Town hereby authorizes the Supervisor to execute and deliver (i) documents and certificates necessary in connection with the Dissolution of the Owner; and (ii) the PILOT Agreement, in substantially the form attached hereto as **Exhibit A**, with such changes as may be authorized by the Supervisor and Town Attorney.

Section 4. The officers, employees and agents of the Town are hereby authorized and directed for and in the name and on behalf of the Town to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Town with all of the terms, covenants and provisions of the documents executed for and on behalf of the Town.

Section 5. These Resolutions shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

	<u><i>Yea</i></u>	<u><i>Nay</i></u>	<u><i>Absent</i></u>	<u><i>Abstain</i></u>
Jack Marren				
David Condon				
Michael Guinan				
Ed Kahovec				
Drew Cusimano				

The Resolution was thereupon duly adopted.

EXHIBIT A
FORM OF PILOT AGREEMENT

#8

RESOLUTION NO. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH RED TRUCK PAINTING FOR TOWN HALL PAINTING

WHEREAS, various rooms and hallways in the Town Hall are in need painting upgrades since not done since construction was completed in 2008, and

WHEREAS, written proposals were received from Art Prentice Painting, Level Up Painting and Red Truck Painting, and

Art Prentice Painting	\$23,975.00
Level Up Painting	\$25,032.00
Red Truck Painting	\$7,431.25

WHEREAS, it is determined that the Red Truck Painting was qualified to complete the work and most willing to work within the Town's scope, by completing the first phase of the work as quoted above and the second phase will begin in the new year. The Red Truck Painting quote for both phases came in below the quotes received by the other two bids, and

WHEREAS, funding for the painting is available in the 2022 Town Budget Line-Item A.1410.400 Town Clerk Contractual now, therefore, be it

WHEREAS, the Town Board gives authorization to enter into a contract with Red Truck Painting for the painting of the identified rooms for Seven Thousand Four Hundred Thirty-One dollars and Twenty-Five cents (\$7,431.25), and further

RESOLVED that a copy of this resolution be forwarded to the Finance Director; Town Clerk; and Wade Granger at Red Truck Painting.