

Supervisor Sheila M. Meegan called the meeting to order at 7:00 P.M. with 30 seconds of silent prayer followed by the Pledge of Allegiance to the Flag led by Highway Supt. Matthew English.

ROLL CALL: Present - Sheila M. Meegan Supervisor
Eugene P. Hart Councilman
William P. Hanley Jr. Councilman

Supervisor Meegan read the Fire Prevention Code instructing the public where to exit in case of a fire or an emergency.

The meeting was dedicated to the memory of Peter Caleri, Sharon Doctor, Ronald Wilson, Johanna Huber, Frank Ciminelli and Alfred Runkel.

25-A MINUTES TO BE APPROVED

- Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve Minutes #2014-24 of December 15, 2014.

Ayes: All

Noes: None

Motion Carried

25-B LEGAL ITEMS

1. Motion by Supervisor Meegan, seconded by Councilman Hart, that proofs of publication and posting of legal notice: "OF A PUBLIC HEARING TO HEAR ALL INTERESTED PARTIES AND CITIZENS FOR OR AGAINST THE ADOPTION OF LOCAL LAW 2014-15, MODIFICATION TO CHAPTER 65 – ELECTRICAL INSPECTIONS" in the Town of West Seneca, be received and filed.

Ayes: All

Noes: None

Motion Carried

Motion by Supervisor Meegan, seconded by Councilman Hart, to open the public hearing.

Ayes: All

Noes: None

Motion Carried

Attorney for the Town Charles Grieco stated adoption of the proposed amendment will allow the town to hire an electrical inspector directly rather than contracting out for these services.

Councilman Hart questioned the estimated fees this will bring to the town, the cost of an electrical inspector and if this will become a full-time position.

Code Enforcement Officer John Gullo responded the town currently receives nothing in permit fees since this work is contracted out. He anticipated \$49,000 in permit fees with an expense of \$20,000 for an electrical inspector. Mr. Gullo stated he is not looking for a full-time position at this time and is waiting for results of the civil service exam to be released for the interview process to begin.

25-C TABLED ITEMS

1. Town Engineer re Appointment of J. Clifford as winter intern in the Engineering Department Motion by Supervisor Meegan, seconded by Councilman Hart, to remove this item from the table.
Ayes: All Noes: None Motion Carried

Motion by Supervisor Meegan, seconded by Councilman Hanley, to appoint Joseph P Clifford as part-time winter help in the Engineering Department at a rate of \$11 per hour effective December 22, 2014 through January 9, 2015 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

25-D COMMUNICATIONS

1. Supervisor Meegan re Acquisition of Oxbow Park Motion by Supervisor Meegan, seconded by Councilman Hart, to adopt the following resolution concerning the oxbow property as it relates to the Parks & Recreation Master Plan:

Whereas, the Town of West Seneca seeks to expand its availability of active and passive recreational amenities with opportunities for interpretive nature to address a lack of adequate recreation amenities for all ages and abilities; and

Whereas, much of the Town's existing recreational facilities suffer from overuse; and

Whereas, the Town of West Seneca Municipal Open Space and Greenway Master Plan has not been updated since 1999; and

Whereas, it has been determined by the Oxbow Park Grant Committee that the best solution to parks and recreation needs is through the acquisition of a rehabilitated open space parcel, contiguous to land already owned by the Town of West Seneca, for permanent preservation to remain in the public domain in perpetuity;

NOW, THEREFORE, BE IT RESOLVED that the Town of West Seneca supports the expansion of its recreational portfolio through the acquisition of the Oxbow Park; and

BE IT FURTHER RESOLVED that in lieu of a Parks and Recreation Master Plan, this resolution serves to affirm that this project is consistent with the Town's long term plans for parks and recreation amenities.

On the question, Councilman Hart understood the purpose of this resolution is to allow the town to apply for grants.

25-D COMMUNICATIONS

1. (continued)

Supervisor Meegan confirmed that is the purpose of the resolution. She further stated that Bill Bauer of Edbauer Construction has provided renderings of the proposed project and they are available for viewing after the meeting. Supervisor Meegan commented with the vision of Mr. Bauer and members of the West Seneca Environmental Commission this is an exciting opportunity for the town, county and state.

Ayes: All

Noes: None

Motion Carried

2. Supervisor Meegan re Grant application for acquisition of Oxbow Park
- Motion by Supervisor Meegan, seconded by Councilman Hart, to adopt the following resolution for acquisition of the Oxbow Park with grant funding through the Niagara River Greenway Commission:

Whereas, the Town of West Seneca owns land adjacent to the oxbow property located at 2790 Clinton Street in the Town of West Seneca; and

Whereas, Serafini Construction, the legal owner of this parcel seeks to sell the property to Edbauer Construction, the current tenant of the property, for renovation of existing structures and conversion of the wetland property into a public park to be owned and maintained by the Town of West Seneca in perpetuity; and

Whereas, acquisition of this property will create active and passive recreational amenities as well as areas for nature interpretation and education while preserving natural wetlands; and

Whereas, Edbauer Construction by execution of the Memorandum of Understanding on December 12, 2014 shall render the following services related to development of the park before it is sold to the Town, including but not limited to design, property renovations including building, site work and canoe launch facilities and removal of onsite material and equipment not included in the project; and

Whereas, the Town of West Seneca will provide the project design oversight and park maintenance following the acquisition of the parcel in perpetuity;

NOW, THEREFORE, BE IT RESOLVED that the Town of West Seneca supports the expansion of its recreational portfolio through the acquisition of the Oxbow Park using grant funding; and

BE IT FURTHER RESOLVED that Connie D. Miner & Co. Grants Consultants be authorized and directed to complete the necessary application, forms, and attachments to be submitted through the Niagara River Greenway Commission Funding Application for the purpose of securing this grant; and

25-D COMMUNICATIONS

2. (continued)

BE IT FURTHER RESOLVED that Town of West Seneca Supervisor Sheila M. Meegan is hereby authorized and directed to sign an application for funds from the Niagara River Greenway Commission for acquisition of the Oxbow Park.

On the question, Supervisor Meegan thanked Mr. Bauer for his willingness to make this happen for the town.

Ayes: All

Noes: None

Motion Carried

3. Supervisor Meegan re
Resolution for emergency
spending within the Highway
fund

Motion by Supervisor Meegan, seconded by Councilman
Hart, to adopt the following resolution for a one time
transfer within the Highway Fund for emergency
spending:

WHEREAS, during the year ending December 31, 2014 the Town of West Seneca was significantly affected by several storms causing substantial emergency expenditures within the General Fund and Highway Fund; and

WHEREAS, the Highway Fund does not have available fund balance to support the emergency expenditures; and

WHEREAS, the Highway Fund and the Town's General Fund share the same taxable base; and

WHEREAS, the Town's General Fund has available fund balance; now, therefore, be it

RESOLVED, that the Town Board hereby amends the General Fund budget to provide a one-time transfer from its available fund balance to support emergency spending within the Highway Fund.

On the question, Supervisor Meegan stated the amount will be determined as of December 31, 2014 and money transferred to the Highway Fund cannot come back to the General Fund.

Councilman Hart commented the four major storm events this year impacted the Highway Fund and the amount of the transfer will be made public when the books are closed and adjusted.

Ayes: All

Noes: None

Motion Carried

25-D COMMUNICATIONS

4. Supervisor Meegan re
Creation of electrical
inspector position
- Motion by Supervisor Meegan, seconded by Councilman
Hart, to create the position of electrical inspector and
authorize the Supervisor to complete and sign the
necessary forms for Erie County Personnel.
- Ayes: All Noes: None Motion Carried
5. Supervisor Meegan re
Creation of housing inspector
position
- Motion by Supervisor Meegan, seconded by Councilman
Hanley, to create the position of housing inspector and
authorize the Supervisor to complete and sign the
necessary forms for Erie County Personnel.
- Ayes: All Noes: None Motion Carried
6. Highway Supt. re
Termination of Tyler Burdzy
as part-time seasonal laborer
- Motion by Supervisor Meegan, seconded by Councilman
Hart, to terminate Tyler Burdzy as part-time seasonal
sanitation laborer effective November 26, 2014 and
authorize the Supervisor to complete and sign the
necessary forms for Erie County Personnel.
- Ayes: All Noes: None Motion Carried
7. Town Clerk re Status change
for part-time Clerks M.
Pomana & A. Kobler to
seasonal
- Motion by Supervisor Meegan, seconded by Councilman
Hanley, to change the status of part-time clerks Margaret
Pomana and Amy Kobler to part-time seasonal effective
January 5 – February 27, 2015 and authorize the
Supervisor to complete and sign the necessary forms for
Erie County Personnel.
- Ayes: All Noes: None Motion Carried
8. Code Enforcement Officer re
Status change for Douglas
Busse to part-time seasonal
- Motion by Supervisor Meegan, seconded by Councilman
Hanley, to extend part-time seasonal status on an
emergency basis for laborer Douglas Busse effective
January 1 – 31, 2015 and authorize the Supervisor to
complete and sign the necessary forms for Erie County
Personnel.

On the question, Councilman Hart questioned the number of buildings damaged as a result of the storm. Code Enforcement Officer John Gullo responded that 250 buildings were damaged and 40 of them sustained severe damages.

Ayes: All Noes: None Motion Carried

25-D COMMUNICATIONS

9. Sr. Recreation Therapist of Senior Services re Status change for LeeAnn Piniewski to seasonal
- Motion by Supervisor Meegan, seconded by Councilman Hanley, to change the status of part-time food service worker LeeAnn Piniewski to part-time seasonal effective December 1, 2014 – March 31, 2015 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All Noes: None Motion Carried

10. Attorney for the Town re City of Rochester settlement
- Motion by Supervisor Meegan, seconded by Councilman Hanley, that upon receipt of a full release, the Town is authorized to pay the City of Rochester, New York the sum of fifty thousand dollars (\$50,000) in full resolution of the City's claim asserted against the Town pursuant to General Municipal Law Section 72-c.

On the question, Councilman Hart noted this relates to the hiring of a police officer that was formerly an officer with the City of Rochester.

Attorney for the Town Charles Grieco stated there is a provision in General Municipal Law that the City of Rochester maintains applies to hiring of a police officer from another municipality. The issue was resolved for considerably less than the \$90,000 they were seeking.

Ayes: All Noes: None Motion Carried

11. Attorney for the Town re Duplicating Consultants, Inc. settlement
- Motion by Supervisor Meegan, seconded by Councilman Hanley, to direct and authorize the Supervisor to execute on behalf of the Town the settlement agreement resolving the matter of Duplicating Consultants, Inc. and Leas-Co Leasing, Inc. v. Town of West Seneca (the "Action"); and further, that upon receipt of the release incorporated into said settlement agreement and upon removal of the copy machines from Town property by Duplicating Consultants, the Town is authorized to pay Duplicating Consultants the sum of twenty thousand (\$20,000) in full resolution of the Action.

On the question, Attorney for the Town Charles Grieco stated the town was accused of breach of several contracts in 2010 and 2011. The lawsuit was dismissed and they filed again at a much higher amount. The cost of litigation would have been well above \$20,000.

Ayes: All Noes: None Motion Carried

25-D COMMUNICATIONS

12. Attorney for the Town re Intermunicipal cooperation agreement for loaning of school buses

Motion by Supervisor Meegan, seconded by Councilman Hart, to authorize the Supervisor to execute on behalf of the Town of West Seneca the attached Intermunicipal Cooperation Agreement with the West Seneca School District regarding the loaning of school buses for the 2014-2015 school year and take other further and necessary steps to effectuate said contract.

On the question, Attorney for the Town Charles Grieco stated this will allow the town to use the school district buses with district drivers for winter and summer camp as a shared service with no cost to the town.

Ayes: All

Noes: None

Motion Carried

13. Supervisor Meegan re Termination of Michael Paluch as Buildings & Grounds Department laborer

Motion by Supervisor Meegan, seconded by Councilman Hart, to terminate Michael Paluch as Buildings & Grounds Department laborer effective December 31, 2014 and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

On the question, Councilman Hart noted that Mr. Paluch was injured on the job and can no longer continue in his position. Supervisor Meegan stated Mr. Paluch worked many years for the town and she wished him well.

Ayes: All

Noes: None

Motion Carried

25-E APPROVAL OF WARRANT

Motion by Supervisor Meegan, seconded by Councilman Hart, to approve the vouchers submitted for audit, chargeable to the respective funds as follows:

General Fund - \$172,741.33; Highway Fund - \$34,904.72; Special Districts - \$29,808.77; Capital Fund - \$1,270,903.08 (voucher #'s 86870 - 87160); Trust & Agency Fund - \$30,605.12 (voucher #'s 87207 - 87229)

Ayes: All

Noes: None

Motion Carried

ISSUES OF THE PUBLIC

- Supervisor Meegan announced a change in procedure for Issues of the Public. Public comments will be accepted during this portion of the meeting; however, questions should be written on cards provided and a written response will be given in five business days.
- Dale Clarke disagreed with the new procedure for Issues of the Public and felt it was an attempt to keep the public from speaking. He also asked the board members to respond to the Ethics Committee recommendation on Zoning Board Chairman Timothy Elling.
- Frank Russo commented on the following issues and expressed his opposition to:
 - ✓ Creating a full-time Recreation Director position
 - ✓ Expanding recreation programs and competing with continuing education programs
 - ✓ Purchasing St. Bonaventure building (referred to soccer complex that was eventually taken over by the town)
 - ✓ Seneca Place project and getting involved with the people that are part of that proposed development

Supervisor Meegan commented on the responsibility of the board members to the children at the end of town near St. Bonaventure and the safety of their neighborhood. Councilman Hart also noted if the board members decide to proceed with the project it will not just be for children.

- Linda Toy did not believe it was a waste of money to purchase the St. Bonaventure property and commented on the need to get the kids off the street and give them some place in the neighborhood to go.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

ETHICS COMMITTEE RECOMMENDATION

Councilman Hanley stated the board members received the following response from the Ethics Committee on the Tim Elling situation: "By a majority of the Ethics Committee, there was no finding that any violation occurred by Mr. T.E. regarding the Ethics Code. To have a violation, there must be both solicitation and quid pro quo which was not found in this case. At the conclusion of our investigation, Mr. H. was not doing any business in town and if he was to in the future, Mr. T.E. agreed to recuse himself from any matters brought before him on the board. Additionally, it was learned that Mr. T.E. did not sign the Ethics Code until May and the issue occurred in January." Councilman Hanley received this recommendation from Ethics Committee Chairman George Clifford and rather than names only initials were listed.

Supervisor Meegan stated the Town Board has not yet made a determination on this matter.

PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS

TOWN ATTORNEY POSITION

Councilman Hart thanked Charles Grieco for his service to the town, noting this is his last meeting as Attorney for the Town as the board members have decided to hire a town resident as Town Attorney. Mr. Grieco will continue as outside counsel on issues such as the Seneca Place project, Comprehensive Plan and potentially rewriting some of the town's zoning ordinances next year (depending on available budget funds).

REVIEW OF 2014

Supervisor Meegan commented that 2014 was an extraordinary year. There were blizzards and floods, but the town came through it with better appreciation for oneself and others. There are a lot of good people (i.e. the disaster relief group, Eric Bauer of EB Galaxy, Bill Bauer of Edbauer Construction, Bob Hill of Union Concrete) that helped out throughout these weather events. She commented on the Community Emergency Response Team (C.E.R.T.), CodeRed, volunteer fire service personnel, National Guard and Governor Cuomo who helped the town deal with the storms, noting there are many capable and willing individuals that take part in finding solutions and helping others. Supervisor Meegan further commented on the many accomplishments throughout the year and future projects in 2015.

EXECUTIVE SESSION

Motion by Supervisor Meegan, seconded by Councilman Hart, to recess to executive session at 8:00 P.M. to discuss four personnel matters with Chief Denz and Highway Supt. Matthew English.

Ayes: All

Noes: None

Motion Carried

The board members returned from Executive Session at 8:15 P.M.

ADJOURNMENT

Motion by Supervisor Meegan, seconded by Councilman Hart, to adjourn the meeting at 8:15 P.M.

Ayes: All

Noes: None

Motion Carried



JACQUELINE A FELSER, TOWN CLERK

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village
(Select one.)

of West Seneca

Local Law No. 15 of the year 20 14

A local law to amend Chapter 65, Electrical Inspections
(Insert Title)

Be it enacted by the Town Board of the
(Name of Legislative Body)

County City Town Village
(Select one.)

of West Seneca as follows:

Chapter 65 ELECTRICAL INSPECTIONS

65-1 Electrical Inspector and assistants; Fees

A. The supervising Code Enforcement Officer and any deputy thereof shall be authorized to make inspections and reinspections of all electrical installations heretofore and hereafter described and to approve or disapprove the same.

B. The supervising Code Enforcement Officer shall annually propose a fee schedule for any inspections required pursuant to this Chapter, which schedule shall be subject to approval by the Town Board.

65-2 Duties of Inspector

A. It shall be the duty of the Inspector to report in writing to the Code Enforcement Officer, whose duty is shall be to enforce all provisions of this chapter, all violations or deviations from or omissions of the electrical provisions of the Building Code applicable to the Town of West Seneca [1] and of all local laws, ordinances and the Building Code as referred to in this chapter insofar as any of the same apply to electrical wiring. The Inspector shall make inspections and reinspections of electrical installations in and on properties in the Town of West Seneca upon the written request of an authorized official of the Town of West Seneca or as herein provided. The Inspector is

(If additional space is needed, attach pages the same size as this sheet, and number each.)

authorized to make inspections and reinspections of electrical wiring, installations, devices, appliances and equipment in or on properties within the Town of West Seneca where he deems it necessary for the protection of life and property. In the event of an emergency, it is the duty of the Inspector to make electrical inspections upon the oral request of an official or officer of the Town of West Seneca.

B. It shall be the duty of the Inspector to furnish written reports to the proper officials of the Town of West Seneca and owners and/or lessees of property where defective electrical installations and equipment are found upon inspection. He shall authorize the issuing of a certificate of compliance when electrical installations and equipment are in conformity with this chapter. He shall direct that a copy of the certificate of compliance be sent to the Town of West Seneca to the attention of the supervising Code Enforcement Officer.

§ 65-3. Violations enumerated.

A. It shall be a violation of this chapter for any person, firm or corporation to install or cause to be installed or to alter electrical wiring for light, heat or power in or on properties of the Town of West Seneca until an application has been filed with the Town Code Enforcement Office.

B. It shall be a violation of this chapter for any person, firm or corporation to connect or cause to be connected electrical wiring in or on properties for light, heat or power to any source of electrical energy supply prior to the issuance of a temporary certificate or a certificate of compliance by the Town Code Enforcement Office.

§ 65-4. Penalties for offenses.

Any person or persons, association or corporation committing an offense against this chapter or any section or provision thereof is guilty of a violation punishable by a fine not exceeding \$250 or imprisonment for a period not exceeding 15 days for each such offense, or by both such fine and imprisonment.

Section 4. Effective date

This local law shall take effect upon filing with the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 15 of 2014 of the ~~(County)(City)(Town)(Village)~~ of West Seneca was duly passed by the Town Board on December 29 2014, in accordance with the applicable provisions of law.
(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ and was deemed duly adopted *(Elective Chief Executive Officer*)* on _____ 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. *(Elective Chief Executive Officer*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)* (repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

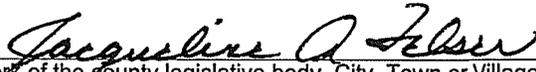
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 ____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 ____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph, 1 above.


Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

Date: 12/30/2014

(Seal)

**INTERMUNICIPAL COOPERATION AGREEMENT
REGARDING THE LOANING OF SCHOOL
BUSES FOR THE 2014-2015 SCHOOL YEAR**

THIS AGREEMENT is made this ___ day of December 2014 by and between the West Seneca Central School District (“District”) and the Town of West Seneca (“Town”), collectively referred to as “parties”, both being municipal corporations as defined by section 119-n(a) of the General Municipal Law of New York.

WITNESSETH:

WHEREAS, this Agreement is made pursuant to General Municipal Law Article 5-G and Education Law Section 1709(25)(c&f); and

WHEREAS, the District maintains a fleet of school buses; and

WHEREAS, the Town operates activities devoted to the welfare of youth therein and in order to provide leisure-time activities for youth, as authorized in General Municipal Law § 95; and

WHEREAS, the District has determined that it has school buses not used for the transportation of District students during certain periods, including when school is not in session; and

WHEREAS, the District and the Town jointly desire to enter into an agreement whereby the District would temporarily loan school buses to the Town for the transportation of youth to Town activities during the 2014-2015 school year; and

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. **TERM.** This Agreement shall be in effect for the loan of school buses during the 2014-2015 school year (December __, 2014 through June 30, 2015). However, either party may terminate this Agreement upon providing thirty (30) days written notice to the other party. Such written notice shall be sent to the designated agent for each party as set forth below.

2. **AUTHORIZED AGENTS.** The District designates the Superintendent of Schools, Dr. Mark Crawford, as its authorized agent for all communications pursuant to this Agreement and the Town designates Town Supervisor, Sheila Meegan, as its authorized agent for all communications pursuant to this Agreement. Written notices and the payment of any costs incurred pursuant to this Agreement shall be addressed as follows (or to such other agent/address as may hereafter be designated in writing by either party):

To the District:
Dr. Mark Crawford
West Seneca Central School District
1397 Orchard Park Road
West Seneca, NY 14224

To the Town:
Sheila Meegan
Town of West Seneca
1250 Union Road
West Seneca, NY 14224

3. **LOANING OF SCHOOL BUSES.** The District shall intermittently loan school buses to the Town for the transportation of youth to programs as described herein. The Town shall provide the District at least five days' notice prior to the anticipated need of a school bus. After receiving such a request, the District shall determine, in its sole discretion, if it is able to loan a school bus to the Town for that particular program. The District shall then notify the Town in writing of its decision.

4. **COSTS INCURRED BY THE TOWN.** The Town shall provide insurance to cover the vehicles when used on behalf of the Town, including public liability and property damage insurance, fire insurance and compensation insurance of drivers, to protect the District. The Town shall be solely responsible for the cost of this additional insurance, and shall provide evidence of such coverage to the District. In addition, the Town shall indemnify the District for the cost of any collision insurance deductible and/or increase to premium incurred by the District as the result of damage to District vehicles when being used on behalf of the Town.

5. **SCHOOL BUS DRIVERS.** The Town must hire a current, active District bus driver(s) to operate the District's school buses. The Town agrees no one but a District driver will operate any school bus leased under this Agreement. The Town will indemnify the District for the full cost of any claim by a driver in alleging to be injured when he or she was working on a bus run for the Town, including any increase in the District's insurance premiums that may result from such a claim.

6. **SCHOOL BUS SAFETY.** The District agrees that the buses shall be equipped, inspected, and certified to be operated as school buses in accordance with the laws of the State of New York at the time of the loan made under this Agreement.

7. **LEGAL COMPLIANCE.** While performing under the terms of this Agreement, the District and the Town and each of their agents shall comply with all applicable federal, state, and local laws, resolutions, ordinances, codes, rules, and regulations.

8. **INSURANCE COVERAGE.** The Town does hereby agree: (1) to obtain and thereafter keep in full force and effect during the term of this Agreement, at its sole cost, general liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; (2) that the insurance of the Town will be primary with respect to any claim made against the Town and/or the District related to and/or arising out of the Town's use of a loaned school bus, and that the District shall be named as additional insured on such insurance coverage; (3) that the Town shall furnish evidence of such coverage to the District. In addition, the Town shall provide the District with evidence of its existing insurance coverages upon request, with the understanding that, pursuant to Education Law § 1709(25)(f), public liability and property damage insurance, fire insurance and compensation insurance of drivers shall be provided to protect the District, and that the additional cost of such insurance shall be paid solely by the Town.

9. **INDEMNIFICATION.** The parties agree that the Town shall indemnify and hold harmless the District against any and all claims brought against the District related to or arising out of the Town's use of a loaned school bus, whether alleged to be negligent, intentional, reckless, or

otherwise. Furthermore, each party agrees to defend, indemnify and hold harmless the other party from any and all claims and/or liability arising from its own acts, omissions or negligence, including the acts, omissions or negligence of its own employees and/or others under its supervision and control.

10. MAINTENANCE AND REPAIR OF LOANED VEHICLES. The District shall perform at its expense all needed routine inspections, maintenance, repairs and parts replacements as set forth in paragraph 4 of this Agreement, and any emergency road service needed during the term of the loan. The District shall also remain responsible for any repair and parts replacements to the powertrains (including, but not limited to, engines, transmissions, differentials, etc.) and structural deficiencies inside or outside of the buses. Any repairs made by the District shall be subject to the insurance coverage provided by the Town, as described in paragraph eight of this Agreement.

11. DISPUTE RESOLUTION. The parties shall first attempt to resolve any dispute that may arise as a result of this Agreement by discussion between the authorized agents. Both parties shall be barred from taking any legal action prior to the fulfillment of these dispute resolution procedures.

12. PROHIBITION AGAINST ASSIGNMENT. Neither party to this Agreement shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or of its right, title, or interest in this Agreement, to any other person without the previous written consent of the other party.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior proposals, negotiations, and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by both parties.

14. APPLICABLE LAW. This Agreement is governed by the laws of the State of New York.

15. SEVERABILITY. If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.

16. BOARD APPROVAL. This Agreement is subject to the approval of each the District's Board of Education and the Town's Board.

IN WITNESS WHEREOF, the parties hereto have caused this Intermunicipal Cooperation Agreement to be duly executed as of the day and year first above written.

**WEST SENECA CENTRAL
SCHOOL DISTRICT**

TOWN OF WEST SENECA

By: _____
Superintendent of Schools

By: _____
Town Supervisor

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Contract") is made as of January __, 2015, by and between the Town of West Seneca, a New York municipal corporation, with an address of 1250 Union Road, West Seneca, New York (the "Purchaser") and St. Bonaventure's Roman Catholic Church Society of West Seneca, New York, a New York religious corporation, with an address of 36 Flohr Avenue, West Seneca, New York (the "Seller").

RECITALS:

A. Seller is the owner of parcels of real property, improved by a church, school and rectory, situated in the Town of West Seneca, County of Erie and State of New York, commonly known as the Former St. Bonaventure Property, having S.B.L. Nos.: 134.45-4-15.1; 134.45-4-26.1; 134.45-4-13.1; 134.45-4-31.1; 134.45-4-34.1; and 134.45-4-36 (the "Property"), and

B. Seller wishes to sell and Purchaser wishes to purchase the Property on the terms and conditions stated in this Contract.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby mutually acknowledged, the Seller and Purchaser agree as follows:

1. Sale and Purchase. Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Property on the terms, covenants, conditions and provisions stated in this Contract and the hereto attached Addendum No. 1.

2. The Property. The Property shall be sold together with all rights of the Seller in and to all streets, highways, alleyways, driveways, easements, rights of way and appurtenances, permits, and licenses which benefit the Property.

3. Permitted Exceptions. The Purchaser shall accept the Property subject to:

- (a.) Rights of the public in and to any portion of the Property which lies within the boundary of any street, highway, alley or roadway, provided said rights do not conflict with the present or intended improvements and uses of the Property;
- (b.) The Restrictive Covenants, attached hereto as Addendum No. 1 and agreements of record, provided they do not conflict with the present or intended improvements and uses of the Property, and provided the same have not been violated (unless their enforcement is barred by law);

- (c.) Water lines, sanitary sewer, drainage, gas distribution lines and mains, electrical, telephone, and other utility easements and rights of way of record, provided (i) they are located within fifteen (15) feet of the boundary lines of the Property or may be used to service the Property, (ii) no buildings or other structures are located upon or within the easement areas; and (iii) they do not conflict with the present or intended improvements and uses of the Property; and
- (d.) Zoning, building and other land use and building regulations, ordinances and requirements affecting the Property (subject to Purchaser's right to terminate this Contract in accordance with Section 10 hereof), provided they do not conflict with the present or intended improvements and uses of the Property.

4. Price. Purchaser shall pay to Seller for the Property, the sum of FOUR HUNDRED THOUSAND and 00/100 Dollars (\$400,000.00) in U.S. funds, which shall be payable as follows:

(a) Upon execution of this Contract by Seller and Purchaser, the sum of FIVE THOUSAND and 00/100 Dollars (\$5,000.00) ("Initial Deposit"), which shall be held in escrow by Realty USA (the "Escrow Agent").

(b) Should the Purchaser elect to extend the Inspection Period (as defined herein) as set forth in Section 10 herein, the sum of FIVE THOUSAND and 00/100 (\$5,000.00) ("Extension Deposit"), payable to Seller. The Extension Deposit shall be non-refundable, but shall be applicable to the Price. The Initial Deposit and the Extension Deposit shall be collectively referred to herein as the "Deposit".

(c) Upon transfer of title as hereinafter provided, in cash, bank draft, certified check, or wire transfer, the balance of the purchase price shall be paid by Purchaser to Seller, subject to closing adjustments as hereinafter provided.

5. Adjustments at Closing. There shall be prorated and adjusted as of 12:00 midnight prior to the delivery of the deed all non-delinquent taxes and assessments appearing on current tax bills computed on a fiscal year basis, and water and sewer charges, if any.

6. Seller's Deliveries. Seller shall deliver to Purchaser's attorney within 10 days after the full execution of this Contract the following items:

- (a) The existing binder for Title Insurance for the Property, if any such policy exists;
- (b) Copies of any and all environmental screens, assessments or reports for the Property, conducted by, or on behalf of Seller;
- (c) Copies of any and all real property tax receipts;
- (d) Copies of any and all billing statements for the Property; and,

- (e) Copies of all leases, options to purchase, easement agreements and rights of way which affect the Property.

7. Title Search, Survey and Title Objections. Seller shall deliver to Purchaser's attorney within sixty (60) days following the full execution of this Contract, a fully guaranteed tax and title search which covers the Property only, the first set-out of which shall be the first recorded source of title in the Erie County Clerk's office, or a deed to an apparent owner recorded prior to 1920 ("Title Search"), together with a survey of the Property dated subsequent to the date of this Contract, showing the Property and the location of the structures and improvements, together with all easements and rights of way affecting it (the "Survey").

Purchaser shall have the right to examine title and to determine whether any easements, rights of way, restrictions, encumbrances or other matters affecting title would, in Purchaser's judgment, adversely affect Purchaser's ability to develop and use the Property, or render title unmarketable. If Purchaser objects to any matters disclosed in the Title Search or Survey, Purchaser shall, within the Inspection Period, notify Seller in writing specifying the objectionable matters. Seller may elect (but shall have no obligation) to attempt to cure any disapproved matter. If Seller cannot or elects not to cure any disapproved matter, Seller may elect to obtain an owner's title insurance policy in the amount of the purchase price at standard rates covering the disapproved matters naming the Purchaser as insured ("Owners Policy") at no additional cost or obligation to Purchaser. In such event Purchaser shall accept the Owners Policy, Seller shall pay the premium for the Owner's Policy. Notwithstanding anything to the contrary contained in this section, Seller shall be obligated to discharge any monetary liens affecting the Property at or prior to closing. In the event Seller is unable or unwilling to cure any disapproved matter during the Inspection Period and Seller is unable or unwilling to obtain an Owner's Policy insuring over the disapproved title matters, then Purchaser may at any time prior to the expiration of the Inspection Period (i) terminate this Contract by written notice to Seller, in which event the Initial Deposit shall be returned to Purchaser; or (ii) waive such title objection(s) and accept title to the Property subject thereto, in which event, there shall be no reduction in the purchase price. In the event Purchaser does not give Seller written notice of termination pursuant to this section prior to the expiration of the Inspection Period, then Purchaser shall be conclusively deemed to have waived any such objections to matters disclosed in the Title Search (or title insurance commitment, if applicable) and/or Survey.

8. Deed. At closing, Seller shall deliver to Purchaser a warranty deed with lien covenant.

9. Possession. Purchaser shall have possession of the Property from and after the date of delivery of the Deed.

10. Purchaser's Inspections & Conditions. Performance by the Purchaser of its obligation to purchase the Property pursuant to this Contract, shall be contingent upon the satisfaction of the Purchaser of the results of the following inspections, investigations,

reports, test, and/or studies, satisfaction of conditions and the acquisition of mortgage financing (collectively, the "Inspections & Conditions") before the expiration of the Inspection Period, as hereinafter defined. The Inspection Period shall expire on the ninetieth (90th) day following Purchaser's receipt of the Seller's Deliveries. The Inspections & Conditions are as follows:

(a) Purchaser may, at Purchaser's expense, upon reasonable notice to Seller, at any time after the execution of this Contract by Seller and Purchaser, have inspectors, engineers, environmental consultants, contractors and/or other appropriate professionals enter upon the Property in accordance with and subject to the provisions of Section 11 hereof to conduct investigations to determine, without limitation, whether (i) the Property, in Purchaser's sole discretion, is in acceptable condition, and is appropriate and acceptable for Purchaser's intended uses; (ii) the Property is free of underground storage tanks, environmental contamination, pollution, hazardous conditions, and other environmental concerns; and (iii) the subsoil and other features of the property are appropriate and acceptable, in Purchaser's judgment, for Purchaser's intended uses.

(b) Purchaser shall have confirmed that (i) the Property is properly zoned to permit its intended uses; (ii) that no permits, authorizations, or approvals are required for Purchaser's intended uses; (iii) that the Property is otherwise suitable in all respects for Purchaser's intended purposes.

If, in Purchaser's sole discretion, the results of Inspections & Conditions are not satisfactory, or the conditions have not been satisfied, Purchaser shall have the right to terminate this Contract by written notice to Seller given at any time before the expiration of the Inspection Period. Upon receipt by Seller of such notice of termination, this Contract shall terminate, Purchaser shall be entitled to a refund of the Initial Deposit and neither party shall have any further rights or obligations pursuant to this Contract, except as otherwise herein expressly provided. In the event Purchaser does not give Seller written notice of termination pursuant to this section before the expiration of the Inspection Period, then Purchaser shall be conclusively deemed to have waived all of the Inspections & Conditions and shall proceed to Closing.

The Purchaser shall have the right to extend the Inspection Period by forty-five (45) days by written notice to the Seller prior to the expiration of the Inspection Period, and by payment of the Extension Deposit.

11. Purchaser's Right of Entry. Seller also hereby grants to Purchaser, its officers, employees, agents and contractors a temporary non-exclusive license to enter upon the Property during regular business hours, upon reasonable notice to Seller, for the purposes of inspecting, examining and conducting various tests which are required in order for Purchaser to fulfill the Conditions (the "Investigatory Work"), on the following terms, covenants and conditions:

(a) Compliance with Laws. Purchaser shall comply at all times with all applicable laws, rules, regulations, and ordinances pertaining to the performance of the Investigatory Work.

(b) Conduct of Investigatory Work; Restoration. Purchaser shall carry out any Investigatory Work on the Property in a good and workmanlike manner and with due and reasonable dispatch. In conducting the Investigatory Work, Purchaser shall not damage or interfere with any electric utility poles, towers, wires or other facilities or improvements which are located on the Property. Upon the earlier (i) the completion of such Investigatory Work or (ii) the termination of this Contract, Purchaser shall fully restore the Property to substantially the same condition which existed immediately before such Investigatory Work was undertaken. Purchaser's obligation to restore the Property shall survive the termination of this Contract.

(c) Indemnification. Purchaser hereby agrees to defend, indemnify and hold Seller and its successors and assigns harmless from and against any and all suits, causes of action, litigation, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements and expenses (including, without limitation, reasonable attorneys' fees) arising out of any claim or claims (whether asserted by Purchaser or any third parties, or any of their respective agents, employees or invitees) for bodily or other personal injury, death or property damage, directly connected with (i) the performance by Purchaser of the Investigatory Work, (ii) entry by Purchaser, its employees, agents, or contractors onto the Property, and/or (iii) the failure of Purchaser to keep and perform any of the terms, conditions or covenants to be kept and performed by Purchaser in connection with the Investigatory Work. Purchaser's obligations to defend and indemnify pursuant to this section shall survive the termination of this Contract. If any work is performed on behalf of the Purchaser, it shall provide the Seller with satisfactory Certificates of Insurance.

12. Condition of Property. Purchaser acknowledges and represents that, in accordance with Section 11 of this Contract, Purchaser shall inspect and examine the physical condition and state of repair of the Property to the extent necessary in Purchaser's judgment to determine the condition of the Property, and that, provided Purchaser does not elect to terminate this Contract pursuant to Section 10 hereof, Purchaser is purchasing the Property based solely upon such inspections and investigations and not upon any information, data, statements, representations or warranties, written or oral, given or made by Seller or any of its representatives, as to the physical condition, environmental status, state of repair, use, cost of operation or any other matter related to the Property. Subject to Purchaser's right to terminate this Contract in accordance with Section 10 hereof, Purchaser shall accept the Property "as is" in its present condition.

13. Intentionally omitted.

14. Costs. Seller shall pay the cost of the Title Search and for the continuation of same to the time of closing, the cost of the Survey, the Real Estate Transfer Tax, the cost of filing Form TP-584, the premium for an Owner's Policy if required pursuant to Paragraph 6 of this Contract. Purchaser shall pay the premium for any title insurance requested by Purchaser unless Seller elects to provide an Owner's Policy pursuant to Paragraph 6 of this Contract. Purchaser shall also pay the fee for recording the Deed, the cost of filing Form RP-5217, along with the costs relating to any mortgage financing obtained by Purchaser.

15. Brokers. Seller and Purchaser represent and warrant to each other that they have not dealt with any broker, finder, or other intermediaries in connection with this Contract who or which might be entitled to a commission on account of the sale of the Property to Purchaser, except for Realty USA (the "Broker"). All commissions, fees and other payments due the Broker shall be paid by the Seller to the Broker at closing. Seller and Purchaser each agree to indemnify the other party for, and hold the other party harmless from and against any claim for commissions or other fees or compensation by any other person or firm who or which alleges to have dealt with the indemnifying party in connection with the sale of the Property to Purchaser, together with any and all loss, costs, damage, liability or expense (including, without limitation, reasonable attorney's fees and costs) incurred by the indemnified party which arise out of or in connection with such a claim.

16. Closing & Closing Deliveries This Contract shall be closed at the Erie County Clerk's Office on or before the thirtieth (30th) day following expiration or waiver of the Inspection Period, or at such other time and place as Seller and Purchaser mutually agree upon.

At Closing, the Seller shall deliver to the Purchaser the following items:

(a) Deed. A warranty deed with lien covenant (the "Deed"), duly authorized, executed and acknowledged, conveying good and marketable, or insurable, fee simple title to the Property to Purchaser.

(b) Foreign Person. A certification of Seller certifying that Seller is not a "foreign person," in the form of attached hereto and made a part hereof, and any required tax affidavits.

(c) Title Company Requirements. Any affidavits or instruments reasonably required by the Title Company and contemplated pursuant to this Contract.

(d) Closing Statements. Closing statement reflecting all payments, prorations, charges, and costs of transfer.

17. Assignment. The Purchaser may assign this Contract of any of its rights hereunder, to an entity to be formed by Purchaser, without the prior written consent of the Seller.

18. Notices. Any notice permitted or required to be given by the terms of this Contract shall be in writing and shall be sufficiently given if hand delivered, sent by nationally recognized overnight courier service (such as Federal Express or United Parcel Service) or sent by certified mail, return receipt requested, as follows:

If to Seller:	Steven Roth 795 Main Street Buffalo, New York 14203
With Copies to:	Joseph A. Stoeckl, Esq. The Avant Building – Suite 900 Buffalo, New York 14202
If to Purchaser:	Sheila Meegan Town Supervisor 1250 Union Road West Seneca, New York 14224
With Copies to:	John J. Fenz, Esq. 3755 Seneca Street West Seneca, NY 14221

Notices given pursuant to this section shall be deemed to have been received (a) if personally delivered, upon delivery; (b) if sent by nationally recognized overnight courier service, one business day after sending; or (c) if sent by certified mail, three (3) business days after the notice was mailed. Either party may, by written notice given in accordance with this section, designate a different address or addresses to which such notices shall be sent. Notices given on behalf of either party by the attorney for such party shall have the same force and effect as notices given by the party itself.

19. Default. If, without fault on the part of Seller, Purchaser should fail to consummate its purchase of the Property in accordance with this Contract, Seller's sole remedy shall be to retain the Deposit(s) paid by Purchaser hereunder.

If, without fault on the part of Purchaser, Seller should fail to consummate its purchase of the Property in accordance with this Contract, Purchaser shall have the right to pursue against Seller all other legal remedies available to Purchaser.

20. Warranties and Representations of Seller. Seller represents and warrants to Purchaser to the best of Seller's knowledge as follows:

- A. Other than disclosed in the Title Search and Survey, there are no easements or rights-of-way which affect the Property;
- B. That other than disclosed to the Purchaser, there are no service contracts or agreements which affect the Property;
- C. That the Property is serviced by public water, public sewer, natural gas and electric, and that there are easements on, or appurtenant to, the Property for the aforesaid utilities;
- D. That the Seller has received no written notice that the Property is in violation of any federal, state and municipal laws, rules, regulations, ordinances and codes (collectively "Laws"), including all Laws relating to land use and the environment.
- E. There are no condemnation, zoning or other proceedings either instituted, or to Seller's best knowledge threatened, which affect the Property;
- F. That there are no options to purchase, or rights of first refusal, relating to the Property.
- G. Seller is duly organized, validly existing, and in good standing under the laws of the State of New York;
- H. Seller has the full power and authority to execute, deliver and perform its obligations under this Contract;
- I. This Contract and all agreements, instruments and documents herein provided to be executed by Seller are and as of the date of closing will be duly authorized, executed and delivered by and are and will be binding upon Seller.

Each and every warranty and representation shall be true as of the date hereof and as of the date of closing and shall survive delivery of the deed and closing of this Contract for a period of one (1) year. Each and every warranty and representation is included for the exclusive benefit of Purchaser and may be waived or removed in full or in part by Purchaser. If any of the warranties or representations are untrue at any time while this Contract is in effect, Purchaser may waive any rights arising therefrom and proceed with the closing or Purchaser may terminate this Contract by giving written notice to Seller, whereupon the Deposit shall be promptly returned to Purchaser.

21. Escrow. The Initial Deposit shall be held in escrow by the Broker in a non-interest bearing escrow account. At no time shall the Initial Deposit be the property of the Escrow Agent. At closing, the Initial Deposit shall be paid by the Broker to Seller

or to any other payee identified by Seller. If this Contract is canceled pursuant to any provision hereof, the Initial Deposit shall be returned to the Purchaser.

22. Signatures. This Contract shall not become effective unless signed by both Seller and Purchaser, subject to the approval of the Town of West Seneca Town Board, on or before January 31, 2015.

23. Miscellaneous.

(a) Successors and Assigns. The terms, covenants, conditions and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns (to the extent assignment is permitted hereunder).

(b) Entire Agreement. This Contract, including its schedules and/or exhibits, constitutes the entire agreement between Seller and Purchaser relating to the within transaction, and is intended to supersede any prior agreements between the parties with respect to the sale of the Property.

(c) Modification. This Contract shall not be amended, modified, supplemented, or revoked, except by a writing signed by Seller and Purchaser.

(d) Submission Not an Offer. This submission by either party to the other of contract drafts, or of other proposals, correspondence or materials related to the proposed sale of the Property shall not be deemed to create an enforceable contract, neither party shall be bound to the other unless and until this formal Contract of Sale has been fully executed by both Seller and Purchaser.

(e) Captions. The captions contained in this Contract are for convenience only, and are not intended to limit or amplify the terms hereof in any way.

(f) Construction. Any ambiguity in this Contract shall not be construed against the Purchaser, of the drafter of the Contract.

(g) Counterparts. This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

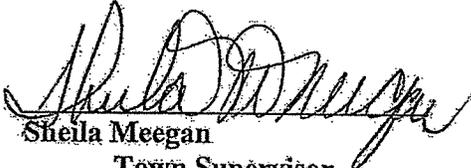
(h) Invalidity. If any clause, provision or section of this Contract shall be ruled invalid by any court having jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Purchaser have executed or caused this Contract to be executed as of the day and year first above written.

SELLER:
St. Bonaventure's Roman Catholic
Church Society of West Seneca, New York

PURCHASER:
Town of West Seneca

By: Most Rev. Richard J. Malone
President



Sheila Meegan
Town Supervisor

Date: _____

Date: _____

RESTRICTIVE COVENANTS:

A. Grantor is a religious corporation operated under the auspices of the Roman Catholic Church and the Church, Rectory and School Building(s) now existing upon the real property to be conveyed hereby (each of the foregoing hereinafter referred to as a "Building" and collectively referred to as the "Buildings") have been identified with it by reason of its long-continued ownership and use by Grantor. It is therefore of the utmost importance to Grantor that the Building(s) not be used or altered in any way that would violate any of the covenants and/or restrictions set forth below. Grantor would not have entered into this Contract if Grantee had been unwilling to accept a Deed containing said covenants and restrictions.

B. Grantee acknowledges and agrees that the Deed to be delivered pursuant to this Contract shall contain the following restrictions and covenants which shall run with the land and, except as otherwise provided herein, shall run for a period of thirty (30) years from the date of recording of the Deed and be binding on the Grantee and its heirs, distributees, beneficiaries, executor(s) and/or administrator(s), invitees, lessees, successors, and assigns:

I. The Grantee recognizes that the Grantor is a religious corporation operated under the auspices of the Roman Catholic Church and that the Building(s) hereby conveyed are identified with it by reason of the Grantor's long-continued ownership of such property. The Grantee accordingly recognizes and agrees that: (a) the covenants and restrictions contained herein shall run with the land and shall be binding on the Grantee, its heirs, distributees, beneficiaries, executor(s) and/or administrator(s), invitees, lessees, successors, and assigns; and (b) any violation of any of the covenants in subparagraphs II, III, IV, V, VI, and VII of this Section would be seriously damaging and harmful to the reputation and standing of the Grantor as such a religious corporation; and

II. In all uses of the Building(s) herein conveyed or to be conveyed, the Grantee shall be mindful and respectful of the religious and historical tradition and significance of the Building(s) on the property and the former use of the Building(s); and

III. The Grantee shall not use or permit the Building(s) to be used for any purposes either by speech or action which would bring discredit, ridicule, criticism, and/or scandal upon said history and tradition or upon the Roman Catholic Church; and

IV. The Grantee covenants that it shall not use or permit the Building(s) to be used for a church, edifice, or place for a congregation, society, or other assemblage of persons to meet for divine worship or other religious observances or activities promoted or defined as Roman Catholic

but not possessing the express ecclesiastical and civil approvals of the Roman Catholic Church and of Canon Law of the Roman Catholic Church and the Religious Corporations Law of New York; and

V. The Grantee covenants that it shall not permit or conduct any obscene performances in violation of Section 235.00 of the New York Penal Code on the premises hereby conveyed (land and Buildings) or permit them to be used for any obscene or pornographic purposes or activities including, without limitation, the sale or distribution of any obscene or pornographic material, a topless bar, x-rated movie theater, or similar establishment. The terms "obscene material" and "performances" shall be defined for purposes of this covenant as they are defined in Section 235.00 of the New York Penal Code; and

VI. Grantee covenants that it shall not use, permit, or suffer a Building hereby conveyed to be used or occupied for or in connection with, or in support of or affiliated with, or for the performance of, abortions or for any abortion-related services and/or activities, or for performance of any procedures or any services or activities related to family planning, counseling or advice related to or promoting abortions or family planning, sterilization, artificial insemination, and/or euthanasia, or for the prescribing and/or dispensing of an abortifacient if such conduct violates the moral tenets or beliefs of the Roman Catholic Church and/or the Diocese of Buffalo, or the rules and regulations thereof as promulgated from time to time, and the "Ethical and Religious Directives for Catholic Health Care Services" issued by the United States Catholic Conference, as those doctrines and directives are modified, revised, and/or amended from time to time, for as long as any such Building(s) shall stand. The Grantee shall not place any signs, literature, or advertising relating to such prohibited activities on the property or distribute the same on the property for as long as the Building(s) shall stand; and

VII. The Grantee covenants that it shall not use, permit, or suffer any Building(s) hereby conveyed to be used or occupied for purposes of a charter school, astrology or fortune telling establishment, as a night club, bar, or restaurant licensed to sell alcohol, casino, or other similar establishment for as long as such Building(s) shall stand; and

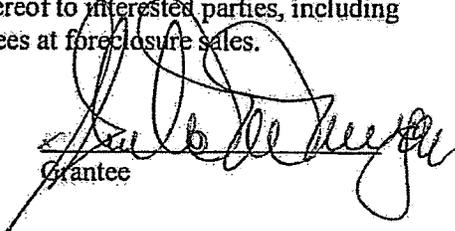
VIII. With regard to any land included in the premises conveyed by the Deed, whether currently vacant, currently improved by other than a Building or Buildings, or which may become vacant by reason of the demolition of any Building(s) or other improvements, all of the restrictive covenants contained herein shall apply to said land, subject to the thirty-year term provided in Section B herein.

C. The covenants and restrictions set forth in Sections A and B herein shall each run with the land as delineated above and shall bind the Grantee and its heirs, distributees, beneficiaries, executor(s) and/or administrator(s), invitees, lessees, successors, and assigns and any violation of any of these covenants and/or restrictions shall entitle the Grantor and its successors and assigns to a permanent injunction in any court of competent jurisdiction in the State of New York enforcing these covenants.

In the event that any of the above eight (8) separate and distinct restrictions and/or covenants are adjudged invalid or unenforceable, such adjudication shall in no matter affect the other restrictions, which shall remain in full force and effect as if the portion(s) so adjudged invalid or unenforceable were not originally a part thereof.

The foregoing restrictions and/or covenants may be removed in the sole discretion of the Grantor and/or, in the case where the Grantor is no longer a functioning Roman Catholic Church, by any successor corporation to the Grantor, and/or, in any case, by The Diocese of Buffalo, N.Y., upon application by an interested party. The Grantor, upon application by an interested party, shall also provide its opinion of whether a proposed use constitutes a violation hereof to interested parties, including contract vendees, lessees, and/or potential Grantees at foreclosure sales.

Grantor



Grantee

ADDENDUM

ADDENDUM No. _____ TO CONTRACT dated: _____ ("Contract")
between _____ ("Seller")
and _____ ("Purchaser")
regarding: _____ ("Property").

Seller and Purchaser agree that the following additions and/or modifications are hereby made to the Contract:

A1. **ATTORNEY APPROVAL CONTINGENCY.** This Addendum is contingent upon approval by attorneys for Seller and Purchaser by the third business day following receipt by each party's attorney's of a complete copy of the fully executed Addendum ("Addendum Approval Period"). If either party does not deliver a complete copy of the fully executed Addendum to that party's attorney by the second business day following execution of the Addendum by all parties, this attorney approval contingency is deemed waived by that party. If either party's attorney disapproves this Addendum before the end of the Addendum Approval Period, this Addendum is deemed cancelled but the Contract shall remain in full force and effect. If a party's attorney neither approves nor disapproves this Addendum by the end of the Addendum Approval Period, this attorney approval contingency is deemed waived by that party. Approval or disapproval must be in writing and must be received by the attorney representing the other party, if known, or the other party before the expiration of the Addendum Approval Period. A copy of the approval or disapproval should be mailed to the real estate brokers.

A2. **RATIFICATION OF TERMS.** Except as modified by the terms of this Addendum, all other terms and conditions of the Contract remain in full force and effect.

A3. **CHANGES.** (List any additions or modifications below)

I. "As Is" Condition:

Purchaser has made an independent inspection and evaluation of the property and is satisfied with its condition and agrees to accept the property in "as is" condition as of the date of this Contract. Purchaser acknowledges that Seller has not made any representations or warranties concerning the conditions of the property.

II. Responsibility for Repair and Maintenance:

The Seller shall maintain the property in essentially the same repair and condition as it is as of the date of this Contract. However, Seller shall not be responsible for normal wear and tear nor for any capital repairs which may occur between the date of this Contract and closing, including, but not limited to, roof, furnace, electrical, and/or plumbing, nor for any damage to the property, except insofar as the same is covered by insurance, and then only to the limit of said coverage.

III. Purchaser agrees not to sell any religious artifacts such as the pews, stained glass windows, or altar located in the premises to any buyers within a 350 mile radius of the property. This Covenant will survive the closing and the delivery and recording of the Deed and will be binding on the Purchaser and successors and/or assigns.

IV. Purchaser takes the property subject to the attached Restrictive Covenants.

V. This Contract and Sale are subject and contingent upon the approval of the Justice of the New York State Supreme Court for the 4th Department - 8th Judicial District.

Seller _____ Date _____

Purchaser _____ Date _____
