

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 led by Chief Denz.

**ROLL CALL:** Present - Sheila M. Meegan Supervisor  
Eugene P. Hart Councilman  
William P. Hanley, Jr. Councilman  
Absent - None

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 Sophie Teti, Larry Thompson, Patricia Busshart, Mary Fitzgerald & Chris Kaczowski.

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**18-A MINUTES TO BE APPROVED**

- Motion by Supervisor Meegan, seconded by Councilman Hart, to approve Minutes #2018-17 of August 27, 2018.

Ayes: All

Noes: None

Motion Carried

**18-B LEGAL NOTICES**

1. Motion by Supervisor Meegan, seconded by Councilman Hart, that proofs of publications and posting of legal notice: "OF A PUBLIC HEARING TO CONSIDER A REQUEST FOR A SPECIAL PERMIT FOR PROPERTY LOCATED AT 290 CENTER ROAD, BEING PART OF LOT 102, 103 AND 104, CHANGING ITS CLASSIFICATION FROM C-2 TO C-2(S), TO PRODUCE AND SELL WINE AND BEER" in the Town of West Seneca, be received and filed.

Ayes: All

Noes: None

Motion Carried

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

Ayes: All

Noes: None

Motion Carried

Brian Bookmiller of Queen City Meadery stated his proposal to open a facility to create and produce mead, a wine made by fermenting honey, spices, water and fruit, and have a small tasting room with retail space. The business will not be classified as a farm license, but will be a federally bonded winery and licensed through NYS. There is no production limit on a fully bonded winery and they will pay taxes on how much is produced which will be approximately 400 gallons per month. The product will be stored on site and depending on the alcohol content will require 4 – 12 weeks to age. Initially the business will employ the three owners and they intend to hire a few employees to cover the tasting room and retail hours. Mr. Bookmiller anticipated no more than 15 patrons at one time and stated they also will be selling their product in the future at local farmers markets and liquor stores.

**18-B LEGAL NOTICES**

1. (continued)

Councilman Hart questioned the occupancy. Code Enforcement Officer Jeffrey Schieber advised occupancy will be determined. He further noted there are no fumes from the process or chemicals on site and parking is adequate.

No comments were received from the public.

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

Ayes: All    Noes: None    Motion Carried

Motion by Supervisor Meegan, seconded by Councilman Hart, to approve a special permit for property located at 290 Center Road, being part of Lot 102, 103 and 104, changing its classification from C-2 to C-2(S), to produce and sell wine and beer, noting the special permit is limited to Suite 105 which is approximately 1500 sf.

Ayes: All    Noes: None    Motion Carried

2. Motion by Supervisor Meegan, seconded by Councilman Hanley, that proofs of publication and posting of legal notice: "OF A PUBLIC HEARING TO HEAR ALL PERSONS INTERESTED IN THE USE OF FEDERAL COMMUNITY DEVELOPMENT FUNDS" 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

Supervisor Meegan recited past uses for Community Development Block Grant funds and stated Highway Sup't. Matthew English submitted a number of streets that qualify and are in need of milling and paving such as Briarwood Drive.

A Covington Drive resident proposed using funds for a porter system to assist residents in bringing garbage and recycling totes to the road.

Motion by Supervisor Meegan, seconded by Councilman Hanley, to close the public hearing.

Ayes: All    Noes: None    Motion Carried

**18-C PUBLIC COMMENTS ON COMMUNICATIONS**

- A Covington Drive resident referred to Item #3 and questioned if the \$30 million sewer bond is included. Councilman Hart advised it is not included. Councilman Hanley stated Sewer District #13 pump station is part of Item #3.
- A Covington Drive resident questioned Item #4 regarding the office space lease for the Chamber of Commerce. Councilman Hart stated it is an amended lease due to a reduction in their square footage. Town Attorney John Fenz stated the price per square foot remains the same, but the total monthly rent will be less based on the reduced square footage.
- A Greenmeadow Drive resident questioned Item #11. Councilman Hart stated he is proposing a public hearing to abolish the Industrial Park Review Committee and would like to turn that responsibility over to the Planning Board. Town Attorney John Fenz will be researching the idea and will return a proposal sometime in November.

**18-D COMMUNICATIONS**

1. Town Attorney re Agreement with NYSDOT – Harlem Road culverts  
Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt the following resolution authorizing the Supervisor to execute the attached Agreement for Advance Payment with the New York State Department of State:

WHEREAS, the New York State Department of Transportation ("DOT") is in the process of improving the bridge along NYS Route 400 spanning over Harlem Road in the Town of West Seneca; and

WHEREAS, the Town of West Seneca owns property beneath the bridge on the easterly and westerly sides of Harlem Road; and

WHEREAS, the DOT has notified the Town that it needs to acquire the aforementioned Town-owned property in order to improve certain culverts adjacent to Harlem Road and has offered the Town \$6000 for such property; and

WHEREAS, the proposed acquisition of Town-owned property will not interfere with the Town's use of such property; NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized and directed to execute an Agreement of Advance Payment and any and all other documents necessary with the DOT for the above referenced property.

Ayes: All

Noes: None

Motion Carried  
\*APPENDICES\*

**18-D COMMUNICATIONS**

2. Town Attorney re Agreement with NYSDOT – Land northerly to Fairfax & Ashmund Drive intersection

Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt the following resolution authorizing the Supervisor to execute the attached Agreement for Advance Payment with the New York State Department of State:

WHEREAS, the New York State Department of Transportation ("DOT") is in the process of improving the New York State Thruway – Interstate 90 in the Town of West Seneca; and

WHEREAS, the Town of West Seneca owns property northerly to the intersection of Ashmund and Fairfax drives which provides access to the new York State Thruway – Interstate 90; and

WHEREAS, the DOT has notified the Town that it needs to acquire easements to the aforementioned Town-owned property in order to provide access to the New York State Thruway – Interstate 90 and has offered the Town \$9000 for such property; and

WHEREAS, the proposed acquisition of Town-owned property will not interfere with the use of such property; NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized and directed to execute an Agreement of Advance Payment and any and all other documents necessary with the DOT for the above referenced property.

Ayes: All

Noes: None

Motion Carried  
\*APPENDICES\*

3. Town Attorney re Refunding Bond Resolution

Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt the attached bond resolution authorizing the refunding of all or a portion of certain outstanding serial bonds of the Town of west Seneca in an amount not to exceed \$3,800,000.

Ayes: All

Noes: None

Motion Carried  
\*APPENDICES\*

**18-D COMMUNICATIONS**

- |   |   |
|---|---|
| 4. Town Attorney re Amended lease of office space with West Seneca Chamber of Commerce                | Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt the attached resolution authorizing the Supervisor to execute the Amended Lease Agreement with the West Seneca Chamber of Commerce, Inc. for the reduced amount of 432 square feet of office space located in the Community Center and Library at 1300 Union Road. |
|   | Ayes: All                      Noes: None                      Motion Carried<br>*APPENDICES*   |
| 5. Chief Denz re Status change for part-time public safety dispatcher Gerald Mazurkiewicz to seasonal | Motion by Supervisor Meegan, seconded by Councilman Hart, to change the status of part-time public safety dispatcher Gerard Mazurkiewicz to part-time seasonal effective September 1 – 30, 2018 and authorize the Supervisor to complete and sign the necessary forms with Erie County Personnel.                                       |
|   | Ayes: All                      Noes: None                      Motion Carried   |
| 6. Director of Finance re Budget amendment for Records Management Grant                               | Motion by Supervisor Meegan, seconded by Councilman Hanley, to adopt the following resolution authorizing a budget amendment for the Records Management Grant:  |

WHEREAS, the Town was awarded a Records Management Grant in the amount of \$22,964 from the New York State Education Department (SED) for the Town Clerk’s office for work completed during the period of July 1, 2018 through December 31, 2018; and

WHEREAS, the cash received from this grant will be recognized as revenue in the General Fund as General Governmental State Aid – Records Management Grant 1.1.3060; now, therefore, be it

RESOLVED, the Town Board does hereby authorize the budget amendment to increase General Governmental State Aid – Records Management Grant 1.1.3060 by \$22,964 for receipt of the Records Management grant revenue and to correspondingly increase Town Clerk Records Management Expense – State Grants 1.1410.0442.3333 by \$22,964 for the cost of records management for the year ended December 31, 2018.

Ayes: All                      Noes: None                      Motion Carried

**18-D COMMUNICATIONS**

7. Recreation Supervisor re West Seneca Ice Rink recreation programs

Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve the following list of items for the 2018 -2019 Ice Rink Season:

- Public & Adult Skate (Hours, Fees, Policies)
- Free Skate Dates
- Recreational Skating Rules
- Town of West Seneca Ice Rink/Recreational Skating Accident Report
- Men's Over 30 Hockey Program

Ayes: All                      Noes: None                      Motion Carried

8. Recreation Supervisor re West Seneca Youth Hockey by-laws

Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve the updated by-laws for the West Seneca Youth Hockey Association.

Ayes: All                      Noes: None                      Motion Carried

9. Recreation Supervisor re West Seneca Central School District – Ice Rink use

Motion by Supervisor Meegan, seconded by Councilman Hanley, to authorize the Supervisor to execute the necessary documents to enter into an agreement with West Seneca Central School District for use of the West Seneca Ice Rink.

Ayes: All                      Noes: None                      Motion Carried

10. Town Engineer re Final change order – Master's Edge, Inc.

Motion by Supervisor Meegan, seconded by Councilman Hart, to authorize the Supervisor to execute the attached final change order to Master's Edge, Inc in the deduct amount of \$12,979.47, noting some residents chose to replace their sidewalks on their own.

Ayes: All                      Noes: None                      Motion Carried

11. Councilman Hart re Revision re Chapter 120 – Zoning Article IIA Industrial Park Overlay District

Motion by Supervisor Meegan, seconded by Councilman Hart, to table this item.

Ayes: All                      Noes: None                      Motion Carried

**18-D COMMUNICATIONS**

12. Highway Supt. re Status change for part-time employees

Motion by Supervisor Meegan, seconded by Councilman Hanley, to change the status of Buildings & Grounds Department part-time seasonal laborers Ryan Haettich, John Janiga, Zachary Lembke & Paul Olszewski to part-time effective September 1 – 23, 2018 at a rate of \$10.40 per hour and Highway Department part-time seasonal laborers Kenneth Hiam & Devon Kutzbach to part-time Buildings & Grounds Department laborers effective September 1 – 23, 2018 at a rate of \$10.40 per hour and authorize the Supervisor to complete and sign the necessary forms for Erie County Personnel.

Ayes: All

Noes: None

Motion Carried

**18-E REPORTS**

- Jacqueline A Felser, Town Clerk’s report for August 2018 received and filed.

**18-F APPROVAL OF WARRANT**

Motion by Supervisor Meegan, seconded by Councilman Hanley, to approve the vouchers submitted for audit, chargeable to the respective funds as follows: General Fund - \$53,886.77 and \$96,951.53; Highway Fund - \$167,207.83; Special Districts - \$2,529.79 and \$13,735.03; Capital Fund - \$56,374.00 (vouchers 106470 – 107043 and 107047 - 107081) Trust - \$256,918.34 (vouchers 106976 - 106996)

Ayes: All

Noes: None

Motion Carried

**ISSUES OF THE PUBLIC**

- A Robin Lane resident questioned the following:
  - ✓ Status of a budget committee for the upcoming 2019 budget – Councilman Hart stated he is working on a proposal, but it may not be in time for this year’s budget.
  - ✓ What roads are plowed by the West Seneca Highway Department – Councilman Hanley responded the Highway Department is responsible for all town roads along with some county roads that are contracted to the town with reimbursement coming from Erie County.

**ISSUES OF THE PUBLIC**

- A Leydecker Road resident stated her neighbor's trees fell on her house and the property has several additional large ash trees that are dead. She spoke with the property owner and he refuses to do anything. She questioned her recourse and noted the Town of Amherst puts people on notice if a tree is dead and is a danger to residents. Town Attorney John Fenz commented on the town's authority to act on private property, noting the town cannot take down a tree on a complaint and there would need to be a property code violation. Mr. Fenz requested the resident call him so he can discuss the issue with her.
- An Indian Church Road resident questioned/commented on the following:
  - ✓ When the town took over maintenance of street lights and the cost to the town – Councilman Hanley responded the only thing the town will be doing is fixing the lights that are not working (i.e. photocells, light bulbs and fuses); the town will not replace wires.
  - ✓ The town removed the telephone pole on Mineral Springs and Harlem Road and he understood it will be replaced at the town's cost – Town Attorney John Fenz referred to the agreement that sets forth what the town acquired and noted some poles are included. There is also a pole attachment agreement where the town only owns the arm and light. He further stated energy performance contracts are net neutral and the contractor compensates the town if savings are not realized. He will provide a copy of the agreement.
- A Singer Drive resident commented on the following:
  - ✓ NYSEG contract with the town owning the poles and town electricians doing the work – Councilman Hanley stated the town is responsible for fuses, photocells and light bulbs.
  - ✓ Dumpsters being emptied at Southgate Plaza in the early morning hours – Supervisor Meegan spoke with Southgate Plaza management who will look into the complaint.
- A Covington Drive resident questioned/commented on the following:
  - ✓ 2016 and 2017 employee salary reports are not online – Supervisor Meegan responded the Finance Department will put them on the website.
  - ✓ Town ordinance regulating fire pits – Supervisor Meegan responded Code Enforcement Officer Jeffrey Schieber is working on an amendment to the Town Code.
  - ✓ Cost of the new window in the Recreation Department – Supervisor Meegan stated the cost is approximately \$2000.
  - ✓ Suggested live streaming the Planning Board, Zoning Board and Ethics Board meetings
  - ✓ Status of the Burchfield building – Town Attorney John Fenz stated all parties have been served with a complaint and they are in motion practice.
- A Covington Drive resident stated he would like to see a budget committee created and would like it to be a permanent committee.
- A Greenmeadow Drive resident commented on the following:
  - ✓ Code Red message for the PBA Car Show and Taste of West Seneca - Supervisor Meegan stated Code Red is not just for emergencies and the Police Department wanted to notify residents that Union Road would be shut down. She will look into revising the language of the message.
  - ✓ Suggested no raises for elected officials or department heads in the upcoming budget
  - ✓ \$3000 cost for heating the animal shelter - Supervisor Meegan responded the bill includes other buildings and noted the town just received a grant for updates to the animal shelter.



**ISSUES OF THE PUBLIC**

- A Union Road resident commented on NYSDEC regulations on fire pits – Town Attorney John Fenz stated NYSDEC enforces its own regulations and any proposed fire pit ordinance cannot interfere with a NYSDEC regulated area.
- A Burch Avenue resident asked that cages at the animal shelter be spray painted – Supervisor Meegan responded the cages are being replaced with cinder block.

**PRESENTATION OF COMMUNICATIONS BY BOARD MEMBERS AND DEPARTMENT HEADS**

**RECREATION SUPERVISOR LAUREN MASSET**

Open interviews for rink guards will be held Wednesday, September 12<sup>th</sup>, 3:15 - 4:15 P.M.

**COUNCILMAN HART**

Councilman Hart questioned the status of hawk lights on Union Road. Supervisor Meegan responded Town Engineer Steven Tanner will be asking NYSDOT to do a traffic study to see if the area warrants hawk lights.

**SUPERVISOR MEEGAN**

Supervisor Meegan read the following public notice into the record: "Per New York State Agriculture and Markets Law Section 303-b, the Erie County Legislature designated September 1 through September 30 as the annual thirty-day period during which landowners may submit requests to include predominantly viable agricultural land into an existing certified agricultural district. Copies of the application form have been provided to Municipal Clerks, Assessors and Chief Elected Officials for distribution to interested landowners. The application is also available on the DEP website at [www.erie.gov/environment](http://www.erie.gov/environment). The Erie County Department of Environment and Planning will accept applications from September 1 through September 30. Any questions on this process should be directed to the Erie County Department of Environment and Planning. A public hearing will also be scheduled at a later date to consider all inclusion requests and the recommendations of the Erie County Agricultural and Farmland Protection Board.

**ADJOURNMENT**

Motion by Supervisor Meegan, seconded by Councilman Hart, to adjourn the meeting at 8:25 P.M.

Ayes: All

Noes: None

Motion Carried

WHEREAS, the Claimant represents that Claimant is or was at the time of said appropriation the owner of the property affected by said appropriation or of some right, title, or interest therein, and

WHEREAS, the value of the property appropriated and legal damages caused by said appropriation, as set forth in paragraph numbered 1 below, cannot be agreed upon, and

WHEREAS, the State is willing to pay an amount equal to the amount determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by said appropriation, as so set forth in paragraph numbered 1 below, on the terms and conditions hereinafter stated,

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The State will pay to the Claimant the sum of **Six Thousand and 00/100 Dollars (\$6,000.00)**, the amount hereby determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded.

2. The Claimant agrees, as a prerequisite to such advance payment, to execute and deliver or cause the execution and delivery to the Attorney General of all formal papers which the Attorney General deems reasonably necessary, which will be identified upon written request by the Claimant to the Department of Transportation, to authorize payment and to secure to the State a full release of all claims (other than the claim of Claimant) by reason of the aforementioned appropriation, including claims by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting the above-mentioned property required for the purposes of said project.

3. Payment is to be made hereunder only upon approval of this Agreement by the Comptroller of the State of New York or the Director of Office of Right of Way and upon certificate of the Attorney General of the State of New York as required by law.

4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees, and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.

5. This Agreement is also exclusive of claims, if any, (other than the claim of Claimant) for the value of or damage to easements and appurtenant facilities for the construction, operation, and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer, and railroad lines.

6. The Claimant hereby reserves the right to file a claim with the Court of Claims, or, if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that such reservation shall not extend or affect in any way the time limit for the filing of such claim as provided for in the Eminent Domain Procedure Law.

any and all persons other than the claimant of, in and to any and all mines, minerals and mineral, ore, quarries, petroleum deposits, or any lease covering oil, gas or mineral rights.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Claimant:

Town of West Seneca

BY:

ITS:

Payee ID#

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_ ) ss.:

On the    day of   , before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, in the year   , whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)

APPROVED:

COMMISSIONER OF TRANSPORTATION  
FOR THE PEOPLE OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
(for the State Comptroller)

By: \_\_\_\_\_  
(Director of Office of Right of Way)

Land Contract  
No. \_\_\_\_\_

NEW YORK STATE  
DEPARTMENT OF TRANSPORTATION  
ACQUISITION MAP  
PIN 5392.37

HARLEM ROAD  
S.H. 9381

MAP NO. 633  
PARCEL NOS. 652 & 653  
SHEET 1 OF 2 SHEETS

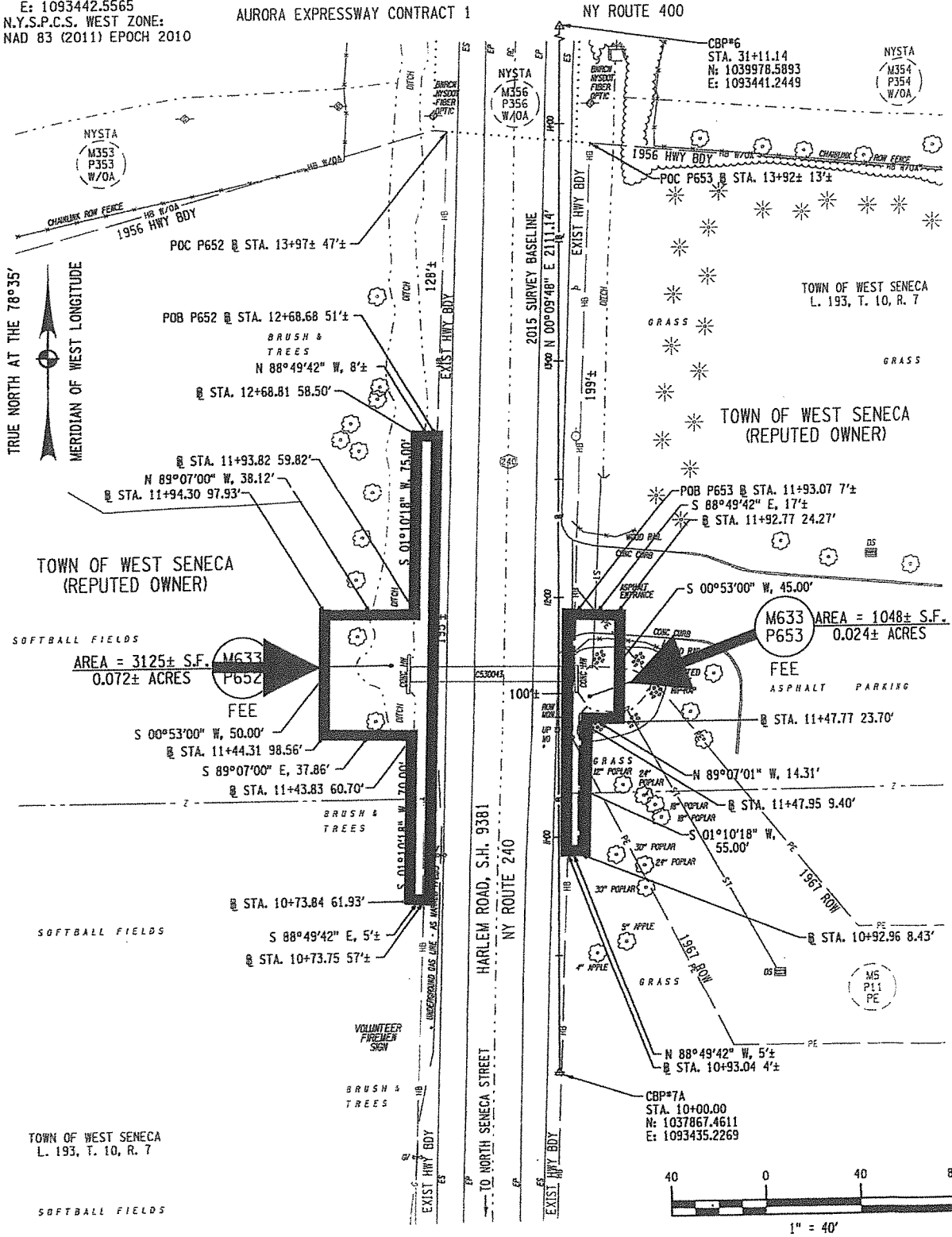
MAP REFERENCE INFORMATION:  
LOT 193 TOWN 10 RANGE 7  
HOLLAND LAND COMPANY'S SURVEY

TOWN OF WEST SENECA  
(REPUTED OWNER)

PARCEL SUMMARY:  
Type: P\*652 : FEE  
P\*653 : FEE  
Portion of 2014 Tax  
Map Ref. No. 134.05-2-14  
Map Ref. No. 134.38-3-10  
Town of WEST SENECA  
County of ERIE  
State of New York

Parcel Locator Point:  
Parcel No. 652  
N: 1038136.2821  
E: 1093385.0955  
Parcel No. 653  
N: 1038060.5144  
E: 1093442.5565  
N.Y.S.P.C.S. WEST ZONE:  
NAD 83 (2011) EPOCH 2010

CC D L 7632 P 413  
TRN 1



WHEREAS, the Claimant represents that Claimant is or was at the time of said appropriation the owner of the property affected by said appropriation or of some right, title, or interest therein, and

WHEREAS, the value of the property appropriated and legal damages caused by said appropriation, as set forth in paragraph numbered 1 below, cannot be agreed upon, and

WHEREAS, the State is willing to pay an amount equal to the amount determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by said appropriation, as so set forth in paragraph numbered 1 below, on the terms and conditions hereinafter stated,

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The State will pay to the Claimant the sum of **Nine Thousand and 00/100 Dollars (\$9,000.00)**, the amount hereby determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded.

2. The Claimant agrees, as a prerequisite to such advance payment, to execute and deliver or cause the execution and delivery to the Attorney General of all formal papers which the Attorney General deems reasonably necessary, which will be identified upon written request by the Claimant to the Department of Transportation, to authorize payment and to secure to the State a full release of all claims (other than the claim of Claimant) by reason of the aforementioned appropriation, including claims by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting the above-mentioned property required for the purposes of said project.

3. Payment is to be made hereunder only upon approval of this Agreement by the Comptroller of the State of New York or the Director of Office of Right of Way and upon certificate of the Attorney General of the State of New York as required by law.

4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees, and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.

5. This Agreement is also exclusive of claims, if any, (other than the claim of Claimant) for the value of or damage to easements and appurtenant facilities for the construction, operation, and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer, and railroad lines.

6. The Claimant hereby reserves the right to file a claim with the Court of Claims, or, if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that such reservation shall not extend or affect in any way the time limit for the filing of such claim as provided for in the Eminent Domain Procedure Law.

entity as provided for by the above designated statute. This agreement is made exclusive of the rights, if any, of any and all persons other than the claimant of, in and to any and all mines, minerals and mineral, ore, quarries, petroleum deposits, or any lease covering oil, gas or mineral rights.

THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Claimant:

Town of West Seneca

BY: \_\_\_\_\_ ) ISS: \_\_\_\_\_

Payee ID# \_\_\_\_\_

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)

APPROVED: \_\_\_\_\_  
COMMISSIONER OF TRANSPORTATION  
FOR THE PEOPLE OF THE STATE OF NEW YORK

By: \_\_\_\_\_  
(For the State Comptroller) \_\_\_\_\_  
(Director of Office of Right of Way)

Land Contract \_\_\_\_\_  
No. \_\_\_\_\_

NEW YORK STATE  
DEPARTMENT OF TRANSPORTATION  
ACQUISITION MAP

NEW YORK STATE THRUWAY  
ERIE SECTION  
SUBDIVISIONS E-8-C & E-8-D

NYSTA PIN 852895  
NYS001 PIN 5528.41

MAP NO. 1132  
PARCEL NO. 1134  
SHEET 1 OF 2 SHEETS

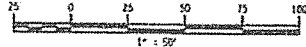
MAP REFERENCE INFORMATION:  
Part of Town Lot 278, T.10, R.7  
'Farmington Re-Subdivision' Filed  
Aug. 25, 1919. Cover No. 1035

TOWN OF WEST SENECA  
(REPUTED OWNER)

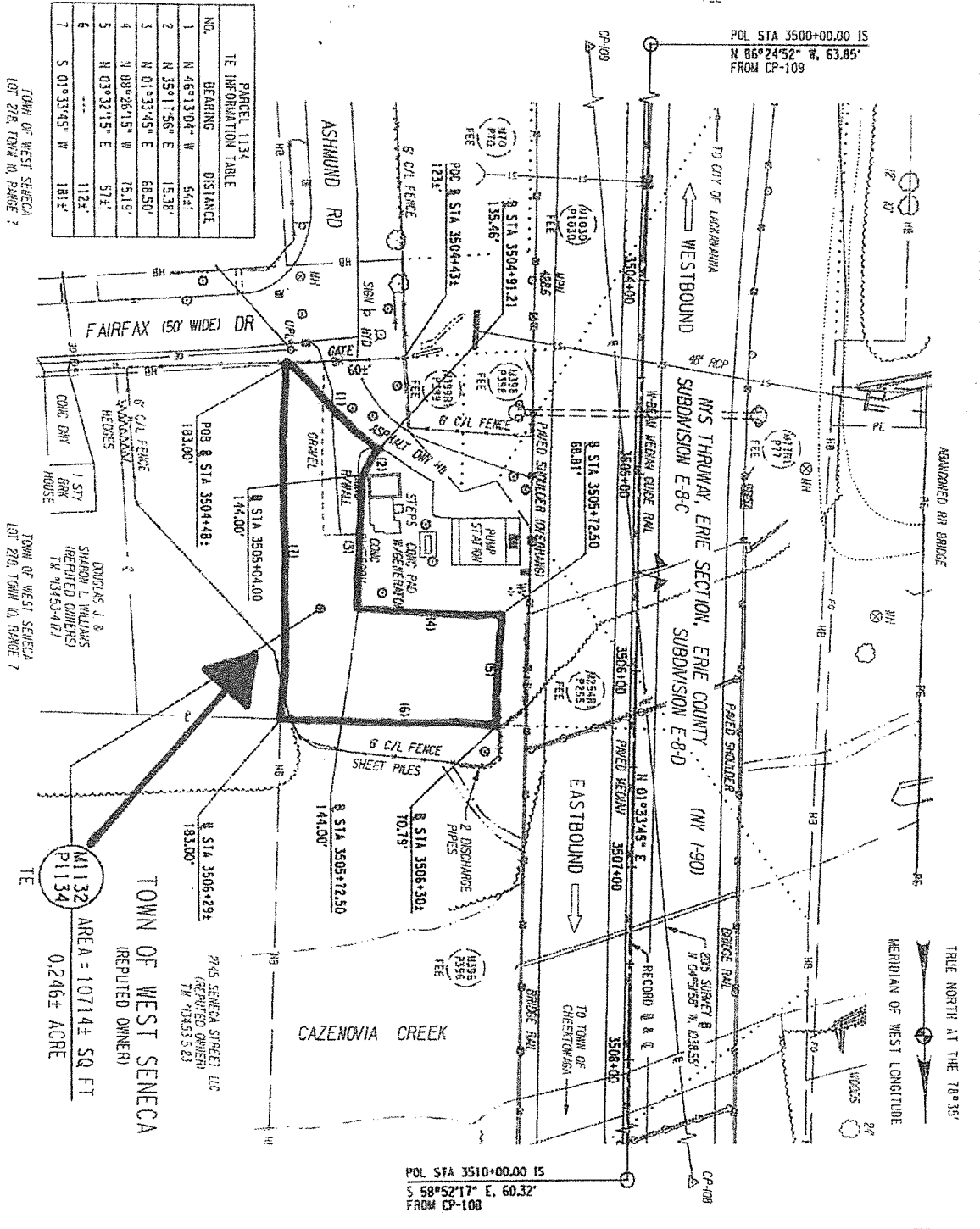
CCD L. 6227 P. 302  
L. 1829 P. 326  
L. 6103 P. 557  
TRN 4

PARCEL SUMMARY:  
Type: TEMPORARY EASEMENT  
Portion of 2014 Tax  
Map Ref. No. 134.53-4-23.1  
Town of West Seneca  
County of Erie  
State of New York

Parcel Locator Points:  
Parcel No: 1134  
N: 1034986.4721  
E: 1092266.1956



INDICATES PROPERTY OF THE  
PEOPLE OF THE STATE OF NEW YORK



NO.	BEARING	DISTANCE
1	N 46°13'04" W	54.4'
2	N 35°17'56" E	15.38'
3	N 01°33'45" E	68.50'
4	N 08°26'15" W	75.19'
5	N 03°32'15" E	57.4'
6	---	112.4'
7	S 01°33'45" W	181.2'

TOWN OF WEST SENECA  
LOT 278, TOWN 10, RANGE 7

TOWN OF WEST SENECA  
LOT 278, TOWN 10, RANGE 7

M1132  
P1134

TOWN OF WEST SENECA  
(REPUTED OWNER)  
2745 SENECA STREET LLC  
(REPUTED OWNER)  
TR #13453.5.81

AREA = 107144 SQ FT  
0.246± ACRE

POL STA 3510+00.00 IS  
S 58°52'17" E, 60.32'  
FROM CP-108



NEW YORK STATE  
DEPARTMENT OF TRANSPORTATION  
ACQUISITION MAP

NEW YORK STATE THRUWAY  
ERIE SECTION  
SUBDIVISIONS E-8-C & E-8-D

NYSTA PIN 852895  
NYSDOT PIN 5528.41

MAP NO. 1131  
PARCEL NO. 1133  
SHEET 1 OF 2 SHEETS

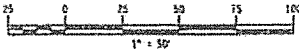
MAP REFERENCE INFORMATION:  
Part of Town Lot 278, T.10, R.7  
'Farmington Re-Subdivision' Filed  
Aug. 25, 1919, Cover No. 1035

TOWN OF WEST SENECA  
(REPUTED OWNER)

CCD L. 6227 P. 302  
L. 1629 P. 326  
L. 6103 P. 557  
TRN 4

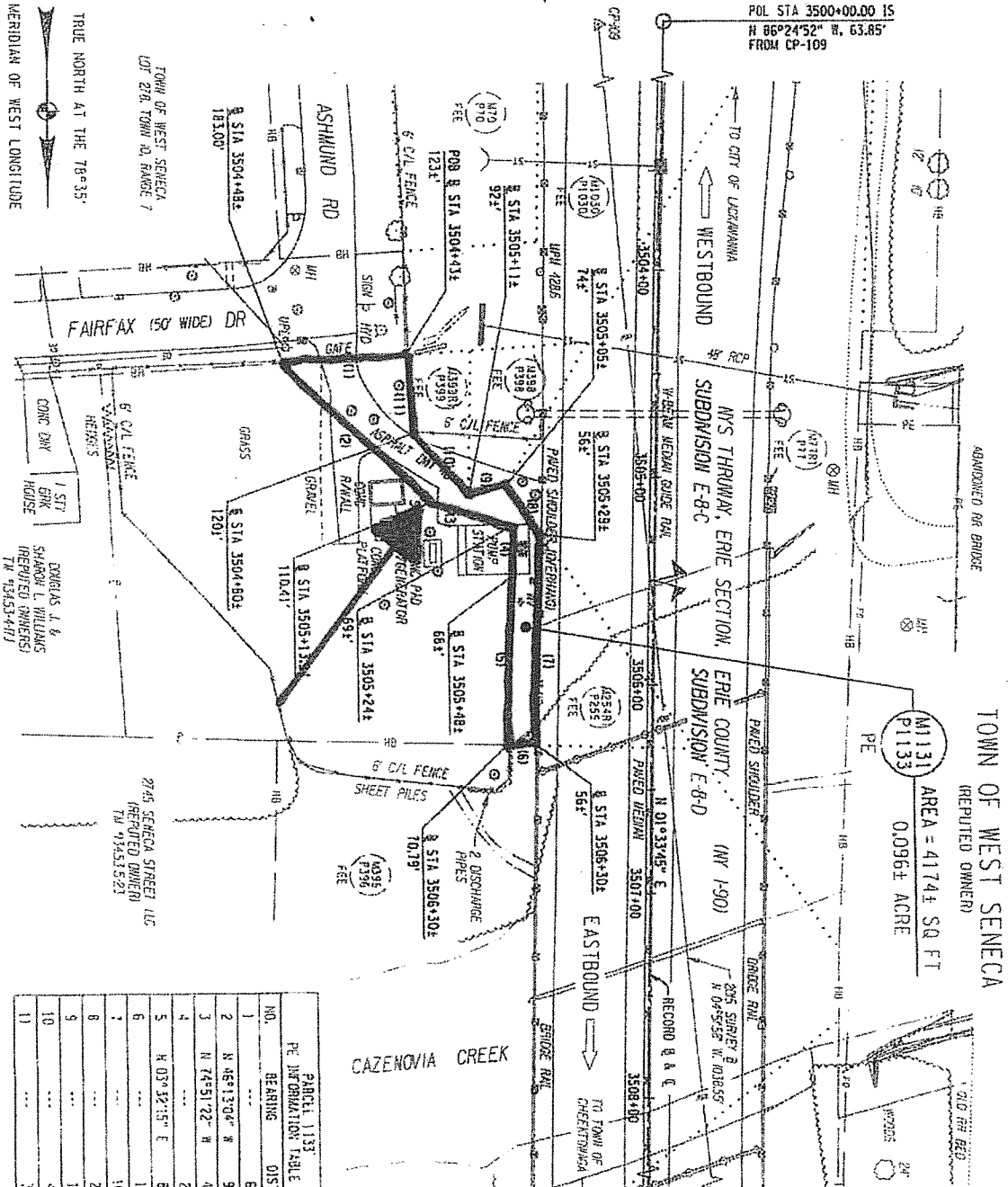
PARCEL SUMMARY:  
Type: PERMANENT EASEMENT  
Portion of 2014 Tax  
Map Ref. No. 134.53-4-23.1  
Town of West Seneca  
County of Erie  
State of New York

Parcel Locator Points:  
Parcel No: 1133  
N: 1034982.9980  
E: 1092206.1870



INDICATES PROPERTY OF THE  
PEOPLE OF THE STATE OF NEW YORK

TRUE NORTH AT THE 78°35'  
MERIDIAN OF WEST LONGITUDE



PARCEL 1133  
PE INFORMATION TABLE

NO.	BEARING	DISTANCE	ED:
1	...	...	...
2	N 46°13'04" W	98.7'	...
3	N 74°51'22" W	43.3'	...
4	...	24.1'	...
5	N 03°32'15" E	82.2'	...
6	...	15.6'	...
7	...	10.1'	...
8	...	29.6'	...
9	...	19.2'	...
10	...	42.2'	...
11	...	36.6'	...



At a regular meeting of the Town Board of the Town of West Seneca, in the County of Erie, New York, held at Town Hall, 1250 Union Road, West Seneca New York 14224 on September 10, 2018

PRESENT: Sheila M. Meegan, Supervisor  
William P Hanley Jr., Councilman  
Eugene P. Hart, Councilman

ABSENT:

The following resolution was offered by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_, to-wit:

REFUNDING BOND RESOLUTION DATED SEPTEMBER 10, 2018

REFUNDING BOND RESOLUTION OF THE TOWN OF WEST SENECA, IN THE COUNTY OF ERIE, NEW YORK, AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF CERTAIN OUTSTANDING SERIAL BONDS OF SAID TOWN, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED \$3,800,000 THEREFOR, AUTHORIZING THE ISSUANCE OF \$3,800,000 REFUNDING BONDS OF SAID TOWN OR SO MUCH THEREOF AS MAY BE NECESSARY TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN DETERMINATIONS ALL RELATIVE THERETO.

(Adopted) \_\_\_\_\_, 2018

Recitals

Whereas, the Town of West Seneca in the County of Erie, New York (herein called "Town"), has heretofore issued on December 15, 2006, its \$4,683,735 Various Purpose Serial Bonds - 2006 (herein called the "2006 Bonds"), now outstanding in the principal amount of \$1,600,000 and on December 21, 2010, its \$4,535,000 Serial Bonds - 2010 (herein called the "2010 Bonds"), now outstanding in the principal amount of \$2,590,000; (the respective outstanding amounts of each of the 2006 Bonds and the 2010 Bonds shall be hereinafter

collectively referred to as the “Outstanding Bonds”); such bonds bearing interest at the rates and on the dates, and being subject to prior redemption as set forth in each such respective bond; and

Whereas, Section 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called “Law”), permits the Town to refund all or a portion of the outstanding unredeemed maturities of such bonds by the issuance of new bonds, the issuance of which will result in present value debt service savings for the Town;

now, therefore,

**THE TOWN BOARD OF THE TOWN OF WEST SENECA, IN THE COUNTY OF ERIE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:**

Section 1. In this resolution, the following definitions apply, unless a different meaning clearly appears from the context:

- a. “Bond To Be Refunded” or “Bonds To Be Refunded” means all or a portion of the Outstanding Bonds of the Town.
- b. “Escrow Contract” means the contract to be entered into by and between the Town and the Escrow Holder pursuant to Section 9 hereof.
- c. “Escrow Holder” means the bank or trust company designated as such pursuant to Section 9 hereof.
- d. “Present Value Savings” means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal

and interest payments on both the Refunding Bonds and the Bonds To Be Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate which is arrived at by doubling the semi-annual interest rate (compounded semi-annually), necessary to discount the debt service payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the bona fide initial public offering price including estimated accrued interest, or, if there is no public offering, to the price bid including estimated accrued interest.

- e. “Redemption Date” means December 15, 2018 for the 2006 Bonds and the 2010 Bonds.
- f. “Refunding Bond” or “Refunding Bonds” means all or a portion of the \$3,800,000 bonds of the Town of West Seneca in the County of Erie, authorized pursuant to Section 2 hereof.
- g. “Refunding Bond Amount Limitation” means an amount of Refunding Bonds sufficient to pay the sum of (i) the principal amount of Bonds To Be Refunded, (ii) the aggregate amount of unmatured interest payable on each Bonds To Be Refunded to and including the applicable Redemption Date, (iii) redemption premiums payable on such Bonds To Be Refunded as of such applicable Redemption Date, as hereinabove referred to in the

Recitals hereof, and (iv) costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 9 hereof.

Section 2. The Town Board of the Town (herein called "Town Board"), hereby authorizes the refunding of the Bonds To Be Refunded of the Town, more particularly described and referred to in the Recitals hereof, and appropriates an amount not to exceed \$3,800,000 therefor to accomplish such refunding. The plan of financing said appropriation includes the issuance of not to exceed \$3,800,000 Refunding Bonds and the levy and collection of a tax upon all the taxable real property within the Town to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Bonds of the Town in the maximum principal amount of \$3,800,000, are hereby authorized to be issued pursuant to the provisions of the Law. The proposed financial plan for the refunding in the form attached hereto as Exhibit A (the "refunding financial plan") prepared for the Town by Capital Markets Advisors, LLC and hereby accepted and approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in Section 9 hereof, the payment of all costs incurred by the Town in connection with said refunding from such proceeds, and the investment of a portion of such proceeds by the Escrow Holder in certain obligations, the principal of and interest, together with the balance of such proceeds to be held uninvested, shall be sufficient to pay (1) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to the Redemption Date and (2)

the principal of and premium on the Bonds To Be Refunded to be called for redemption prior to maturity on the Redemption Date.

Section 3. The Bonds To Be Refunded referred to in Section 1 hereof are the aggregate unmatured outstanding balances of two consolidated issues of bonds originally issued pursuant to various bond resolutions of the Town, adopted on their respective dates and authorizing various capital improvements for the Town and the bond determinations certificates of the Supervisor for each issue dated their respective dates (the "Refunded Bonds Determination Certificates"). In accordance with the refunding financial plan, the Refunding Bonds authorized in the aggregate principal amount not to exceed \$3,800,000 have been allocated to the component issues of the Bonds To Be Refunded, and shall mature in amounts and at dates to be determined. The Supervisor, the chief fiscal officer of the Town, is hereby authorized to approve all details of the final refunding financial plan not contained herein.

Section 4. The issuance of the Refunding Bonds will not exceed the Refunding Bond Amount Limitation. The maximum period of probable usefulness ("PPU") of each issue comprising the Bonds to be Refunded, commencing at the date of issuance of the first bond anticipation notes issued in anticipation of the sale of said bonds, is as specified in the Refunded Bonds Determination Certificates which are incorporated herein by reference.

Section 5. The aggregate amount of estimated Present Value Savings is set forth in the proposed refunding financial plan attached hereto as Exhibit A.

Section 6. Said \$3,800,000 Refunding Bonds may be sold at public or private sale.

(a) If the Refunding Bonds are sold at private sale, the Supervisor, as the chief fiscal officer of the Town, is hereby authorized to execute a purchase contract on behalf of the Town for the sale of said Refunding Bonds, provided that the terms and conditions of such sale shall be approved by the State Comptroller.

(b) If the Refunding Bonds are sold at public sale pursuant to Section 57.00 of the Law, the Supervisor is hereby authorized and direct to prepare or have prepared a Notice of Sale, which shall be published at least once in "THE BOND BUYER," published in the City of New York, not less than five (5) nor more than thirty (30) days prior to the date of said sale.

(c) Prior to the issuance of the Refunding Bonds, the Supervisor shall have filed with the Town Board a certificate approved by the State Comptroller setting forth the Present Value Savings to the Town resulting from the issuance of the Refunding Bonds.

(d) In connection with such sale, the Town Board hereby authorizes the preparation of an Official Statement and approves its use in connection with such sale, and, further, consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is executed and available for distribution.

(e) The Supervisor is hereby further authorized and directed to take any and all actions necessary to accomplish said refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered the Town in connection with said refunding including the preparation of the refunding financial plan referred to in Section 2.

Section 7. Each of the Refunding Bonds authorized by this resolution shall contain the recital of validity prescribed by Section 52.00 of the Law and said Refunding Bonds shall be general obligations of the Town payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Refunding Bonds and provision shall be made annually in the budget of the Town for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Sections 21.00, 50.00, 56.00, 90.10 and 168.00 of the Law, the powers and duties of the Town Board relative to (i) prescribing the terms, form and contents of the Refunding Bonds, (ii) the sale and issuance of the Refunding Bonds, (iii) the making of determinations to issue Refunding Bonds and provide for substantially level or declining debt service, (iv) authorizing and executing agreements for credit enhancement of the Refunding Bonds, and (v) executing the Escrow Contract described in Section 9 and the Official Statement referred to in Section 6, are hereby delegated to the Supervisor as the chief fiscal officer of the Town.

Section 9. Prior to the issuance of the Refunding Bonds the Town shall contract with a bank or trust company located and authorized to do business in New York State for the purpose of having such bank or trust company act as the Escrow Holder of the proceeds, inclusive of any premium from the sale of the Refunding Bonds, together with all income derived from the investment of such proceeds. The Escrow Contract shall contain such terms

and conditions as shall be necessary in order to accomplish the refunding financial plan, including provisions for the Escrow Holder without further authorization or direction from the Town, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the Bonds To Be Refunded, (b) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the Town the notices of redemption authorized to be given pursuant to Section 12 hereof, and (d) to invest the moneys held by it consistent with the provisions of the final refunding financial plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of the Refunding Bonds.

Section 10. The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt, shall be placed in escrow by the Town with the Escrow Holder in accordance with the Escrow Contract. All moneys held by the Escrow Holder shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the refunding financial plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the Escrow Contract shall be returned to the Town



and shall be applied by the Town only to the payment of the principal of or interest on the Refunding Bonds then outstanding.

Section 11. That portion of such proceeds from the sale of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance with the refunding financial plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. The pledge and lien provided for herein shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledge and lien, need be filed or recorded.

Section 12. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Law, the Town Board hereby elects to call in and redeem all the Bonds To Be Refunded which are subject to prior redemption according to their terms on the Redemption Date. The sum to be paid therefor on the Redemption Date shall be the par value thereof, the accrued interest to the Redemption Date and the redemption premiums, if any. The Escrow Holder is hereby authorized and directed to cause notice(s) of such call for redemption to be given in the name of the Town by mailing or transmitting such notice(s) to the registered holders of the Bonds To Be Refunded which are subject to prior redemption at least thirty days

prior to such Redemption Date. Upon the issuance of the Refunding Bonds, the election to call in and redeem the Bonds To Be Refunded subject to prior redemption on the Redemption Date and the direction to the Escrow Holder to cause notice thereof to be given as provided in this section shall become irrevocable and the provisions of this section shall constitute a covenant with the holders, from time to time, of the Refunding Bonds, provided that this section may be amended from time to time as may be necessary to comply with the requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time.

Section 13. As soon as reasonably possible after the date that this resolution takes effect, the Town Clerk is hereby authorized and directed to cause a copy of this resolution to be published in full in the official newspaper of the Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Law.

Section 14. The validity of the Refunding Bonds may be contested only if:

(a) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money; or

(b) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or

(c) Such obligations are authorized in violation of the provisions of the Constitution.

Section 15. This Refunding Bond Resolution shall take effect immediately.

\* \* \*

The adoption of the foregoing resolution was seconded by \_\_\_\_\_  
and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

Exhibit A

Proposed Refunding Financial Plan

## Town of West Seneca, New York

\$3,665,000 Refunding Bond, 2018 (Bank-Qualified)

Refunding of 2006 and 2010 Bonds

Moody's 'A1'

## Refunding Summary

Dated 11/15/2018 | Delivered 11/15/2018

	2006 Refunding	2010 Refunding	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$1,275,000.00	\$2,390,000.00	\$3,665,000.00
<b>Total Sources</b>	<b>\$1,275,000.00</b>	<b>\$2,390,000.00</b>	<b>\$3,665,000.00</b>
<b>Uses Of Funds</b>			
Total Underwriter's Discount (0.350%)	4,462.50	8,365.00	12,827.50
Costs of Issuance	20,873.12	39,126.88	60,000.00
Gross Bond Insurance Premium	2,653.91	5,224.16	7,878.07
Deposit to Net Cash Escrow Fund	1,246,373.40	2,334,089.88	3,580,463.28
Rounding Amount	637.07	3,194.08	3,831.15
<b>Total Uses</b>	<b>\$1,275,000.00</b>	<b>\$2,390,000.00</b>	<b>\$3,665,000.00</b>

### Flow of Funds Detail

State and Local Government Series (SLGS) rates for			8/27/2018
Date of OMP Candidates			
Primary Purpose Fund Solution Method	Net Funded	Net Funded	Net Funded
Total Cost of Investments	\$1,246,373.40	\$2,334,089.88	\$3,580,463.28
Interest Earnings @ 1.941%	2,007.85	3,760.12	5,767.97
Total Draws	\$1,248,381.25	\$2,337,850.00	\$3,586,231.25

### PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.198%(AIC)	16,292.38	88,652.93	105,093.04
Contingency or Rounding Amount	637.07	3,194.08	3,831.15
Net Present Value Benefit	\$16,929.45	\$91,847.01	\$108,924.19
Net PV Benefit / \$3,520,000 Refunded Principal	1.382%	4.002%	3.094%
Net PV Benefit / \$3,665,000 Refunding Principal	1.328%	3.843%	2.972%

### Bond Statistics

Average Life	2.075 Years	4.100 Years	3.396 Years
Average Coupon	1.9632907%	2.2663360%	2.2018999%
Net Interest Cost (NIC)	2.1319256%	2.3517004%	2.3049700%
Bond Yield for Arbitrage Purposes	2.2645060%	2.2645060%	2.2645060%
True Interest Cost (TIC)	2.1368976%	2.3537666%	2.3065979%
All Inclusive Cost (AIC)	1.9630052%	2.2628259%	2.1976849%

Refunding of 2006 and 201 | Issue Summary | 8/28/2018 | 9:43 AM

## Town of West Seneca, New York

\$3,665,000 Refunding Bond, 2018 (Bank-Qualified)

Refunding of 2006 and 2010 Bonds

Moody's 'A1'

## Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
12/31/2018	46,338.62	681,550.00	727,888.62	747,781.25	19,892.63
12/31/2019	810,335.50	-	810,335.50	822,462.50	12,127.00
12/31/2020	811,958.50	-	811,958.50	828,642.50	16,684.00
12/31/2021	807,558.50	-	807,558.50	823,762.50	16,204.00
12/31/2022	367,054.50	-	367,054.50	379,800.00	12,745.50
12/31/2023	364,852.00	-	364,852.00	376,800.00	11,948.00
12/31/2024	367,134.00	-	367,134.00	378,400.00	11,266.00
12/31/2025	363,804.00	-	363,804.00	374,400.00	10,596.00
<b>Total</b>	<b>\$3,939,035.62</b>	<b>\$681,550.00</b>	<b>\$4,620,585.62</b>	<b>\$4,732,048.75</b>	<b>\$111,463.13</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	105,093.04
Net PV Cashflow Savings @ 2.198%(AIC)	105,093.04
Contingency or Rounding Amount	3,831.15
Net Present Value Benefit	\$108,924.19
Net PV Benefit / \$3,520,000 Refunded Principal	3.094%
Net PV Benefit / \$3,665,000 Refunding Principal	2.972%

### Refunding Bond Information

Refunding Dated Date	11/15/2018
Refunding Delivery Date	11/15/2018

## Town of West Seneca, New York

\$3,665,000 Refunding Bond, 2018 (Bank-Qualified)

Refunding of 2006 and 2010 Bonds

Moody's 'A1'

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/15/2018	-	-	-	-	-
12/15/2018	40,000.00	1.820%	6,338.62	46,338.62	-
12/31/2018	-	-	-	-	46,338.62
06/15/2019	-	-	37,667.75	37,667.75	-
12/15/2019	735,000.00	1.820%	37,667.75	772,667.75	-
12/31/2019	-	-	-	-	810,335.50
06/15/2020	-	-	30,979.25	30,979.25	-
12/15/2020	750,000.00	1.920%	30,979.25	780,979.25	-
12/31/2020	-	-	-	-	811,958.50
06/15/2021	-	-	23,779.25	23,779.25	-
12/15/2021	760,000.00	2.040%	23,779.25	783,779.25	-
12/31/2021	-	-	-	-	807,558.50
06/15/2022	-	-	16,027.25	16,027.25	-
12/15/2022	335,000.00	2.150%	16,027.25	351,027.25	-
12/31/2022	-	-	-	-	367,054.50
06/15/2023	-	-	12,426.00	12,426.00	-
12/15/2023	340,000.00	2.270%	12,426.00	352,426.00	-
12/31/2023	-	-	-	-	364,852.00
06/15/2024	-	-	8,567.00	8,567.00	-
12/15/2024	350,000.00	2.380%	8,567.00	358,567.00	-
12/31/2024	-	-	-	-	367,134.00
06/15/2025	-	-	4,402.00	4,402.00	-
12/15/2025	355,000.00	2.480%	4,402.00	359,402.00	-
12/31/2025	-	-	-	-	363,804.00
<b>Total</b>	<b>\$3,665,000.00</b>	<b>-</b>	<b>\$274,035.62</b>	<b>\$3,939,035.62</b>	<b>-</b>

#### Yield Statistics

Bond Year Dollars	\$12,445.42
Average Life	3.396 Years
Average Coupon	2.2018999%
Net Interest Cost (NIC)	2.3049700%
True Interest Cost (TIC)	2.3065979%
Bond Yield for Arbitrage Purposes	2.2645060%
All Inclusive Cost (AIC)	2.1976849%

#### IRS Form 8038

Net Interest Cost	2.2018999%
Weighted Average Maturity	3.396 Years

**Town of West Seneca**

Erie County, New York

\$4,683,735 Various Purpose Serial Bonds 2006

**Current Outstanding Debt Service**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/15/2018	375,000.00	3.800%	7,125.00	382,125.00	-
12/31/2018	-	-	-	-	382,125.00
<b>Total</b>	<b>\$375,000.00</b>	<b>-</b>	<b>\$7,125.00</b>	<b>\$382,125.00</b>	<b>-</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	11/15/2018
Average Life	0.083 Years
Average Coupon	3.8253263%
Weighted Average Maturity (Par Basis)	0.083 Years
Weighted Average Maturity (Original Price Basis)	2.112 Years

**Refunding Bond Information**

Refunding Dated Date	11/15/2018
Refunding Delivery Date	11/15/2018



**Town of West Seneca, New York**

\$4,535,000 Various Purpose Serial Bonds, 2010

Purchased By: Incapital LLC

**Current Outstanding Debt Service**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/15/2018	295,000.00	3.000%	4,425.00	299,425.00	-
12/31/2018	-	-	-	-	299,425.00
<b>Total</b>	<b>\$295,000.00</b>	<b>-</b>	<b>\$4,425.00</b>	<b>\$299,425.00</b>	<b>-</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	11/15/2018
Average Life	0.083 Years
Average Coupon	3.8994086%
Weighted Average Maturity (Par Basis)	0.083 Years
Weighted Average Maturity (Original Price Basis)	4.205 Years

**Refunding Bond Information**

Refunding Dated Date	11/15/2018
Refunding Delivery Date	11/15/2018

**Town of West Seneca, New York**

\$3,665,000 Refunding Bond, 2018 (Bank-Qualified)

Refunding of 2006 and 2010 Bonds

Moody's 'A1'

**Pricing Summary**

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/15/2018	Serial Coupon	1.820%	1.806%	40,000.00	100.000%	40,000.00
12/15/2019	Serial Coupon	1.820%	1.819%	735,000.00	100.000%	735,000.00
12/15/2020	Serial Coupon	1.920%	1.920%	750,000.00	100.000%	750,000.00
12/15/2021	Serial Coupon	2.040%	2.040%	760,000.00	100.000%	760,000.00
12/15/2022	Serial Coupon	2.150%	2.150%	335,000.00	100.000%	335,000.00
12/15/2023	Serial Coupon	2.270%	2.270%	340,000.00	100.000%	340,000.00
12/15/2024	Serial Coupon	2.380%	2.380%	350,000.00	100.000%	350,000.00
12/15/2025	Serial Coupon	2.480%	2.480%	355,000.00	100.000%	355,000.00
<b>Total</b>	-	-	-	<b>\$3,665,000.00</b>	-	<b>\$3,665,000.00</b>

**Bid Information**

Par Amount of Bonds	\$3,665,000.00
Gross Production	\$3,665,000.00
Total Underwriter's Discount (0.350%)	\$(12,827.50)
Bid (99.650%)	3,652,172.50
Total Purchase Price	\$3,652,172.50
Bond Year Dollars	\$12,445.42
Average Life	3.396 Years
Average Coupon	2.2018999%
Net Interest Cost (NIC)	2.3049700%
True Interest Cost (TIC)	2.3065979%

**Town of West Seneca, New York**

\$3,665,000 Refunding Bond, 2018 (Bank-Qualified)

Refunding of 2006 and 2010 Bonds

Moody's 'A1'

**Escrow Fund Cashflow**

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
11/15/2018	-	-	-	0.28	-	0.28
12/15/2018	3,580,463.00	1.960%	5,767.97	3,586,230.97	3,586,231.25	-
<b>Total</b>	<b>\$3,580,463.00</b>	<b>-</b>	<b>\$5,767.97</b>	<b>\$3,586,231.25</b>	<b>\$3,586,231.25</b>	<b>-</b>

**Investment Parameters**

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	0.28
Cost of Investments Purchased with Bond Proceeds	3,580,463.00
Total Cost of Investments	\$3,580,463.28
Target Cost of Investments at bond yield	\$3,579,508.05
Actual positive or (negative) arbitrage	(955.23)
Yield to Receipt	1.9409500%
Yield for Arbitrage Purposes	2.2645060%
State and Local Government Series (SLGS) rates for	8/27/2018

**Town of West Seneca, New York**

\$3,665,000 Refunding Bond, 2018 (Bank-Qualified)

Refunding of 2006 and 2010 Bonds

Moody's 'A1'

**Escrow Summary Cost**

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
<b>Escrow</b>								
12/15/2018	SLGS-CI	1.960%	1.960%	100.0000000%	3,580,463	3,580,463.00	-	3,580,463.00
Subtotal		-	-	-	\$3,580,463	\$3,580,463.00	-	\$3,580,463.00
Total		-	-	-	\$3,580,463	\$3,580,463.00	-	\$3,580,463.00

**Escrow**

Cash Deposit	0.28
Cost of Investments Purchased with Bond Proceeds	3,580,463.00
Total Cost of Investments	\$3,580,463.28

Delivery Date 11/15/2018

**Town of West Seneca**

Erie County, New York

\$4,683,735 Various Purpose Serial Bonds 2006

**Debt Service To Maturity And To Call**

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
11/15/2018	-	-	-	-	-	-	-
12/15/2018	1,225,000.00	23,381.25	1,248,381.25	-	3.800%	23,381.25	23,381.25
06/15/2019	-	-	-	-	-	23,381.25	23,381.25
12/15/2019	-	-	-	390,000.00	3.800%	23,381.25	413,381.25
06/15/2020	-	-	-	-	-	15,971.25	15,971.25
12/15/2020	-	-	-	410,000.00	3.800%	15,971.25	425,971.25
06/15/2021	-	-	-	-	-	8,181.25	8,181.25
12/15/2021	-	-	-	425,000.00	3.850%	8,181.25	433,181.25
<b>Total</b>	<b>\$1,225,000.00</b>	<b>\$23,381.25</b>	<b>\$1,248,381.25</b>	<b>\$1,225,000.00</b>	<b>-</b>	<b>\$118,448.75</b>	<b>\$1,343,448.75</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	11/15/2018
Average Life	2.112 Years
Average Coupon	3.8253263%
Weighted Average Maturity (Par Basis)	2.112 Years
Weighted Average Maturity (Original Price Basis)	2.112 Years

**Refunding Bond Information**

Refunding Dated Date	11/15/2018
Refunding Delivery Date	11/15/2018

**Town of West Seneca, New York**

\$4,535,000 Various Purpose Serial Bonds, 2010

Purchased By: Incapital LLC

**Debt Service To Maturity And To Call**

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
11/15/2018	-	-	-	-	-	-	-
12/15/2018	2,295,000.00	42,850.00	2,337,850.00	-	3.000%	42,850.00	42,850.00
06/15/2019	-	-	-	-	-	42,850.00	42,850.00
12/15/2019	-	-	-	300,000.00	3.000%	42,850.00	342,850.00
06/15/2020	-	-	-	-	-	38,350.00	38,350.00
12/15/2020	-	-	-	310,000.00	3.000%	38,350.00	348,350.00
06/15/2021	-	-	-	-	-	33,700.00	33,700.00
12/15/2021	-	-	-	315,000.00	4.000%	33,700.00	348,700.00
06/15/2022	-	-	-	-	-	27,400.00	27,400.00
12/15/2022	-	-	-	325,000.00	4.000%	27,400.00	352,400.00
06/15/2023	-	-	-	-	-	20,900.00	20,900.00
12/15/2023	-	-	-	335,000.00	4.000%	20,900.00	355,900.00
06/15/2024	-	-	-	-	-	14,200.00	14,200.00
12/15/2024	-	-	-	350,000.00	4.000%	14,200.00	364,200.00
06/15/2025	-	-	-	-	-	7,200.00	7,200.00
12/15/2025	-	-	-	360,000.00	4.000%	7,200.00	367,200.00
<b>Total</b>	<b>\$2,295,000.00</b>	<b>\$42,850.00</b>	<b>\$2,337,850.00</b>	<b>\$2,295,000.00</b>	<b>-</b>	<b>\$412,050.00</b>	<b>\$2,707,050.00</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	11/15/2018
Average Life	4.205 Years
Average Coupon	3.8994086%
Weighted Average Maturity (Par Basis)	4.205 Years
Weighted Average Maturity (Original Price Basis)	4.205 Years

**Refunding Bond Information**

Refunding Dated Date	11/15/2018
Refunding Delivery Date	11/15/2018

**Town of West Seneca, New York**

\$3,665,000 Refunding Bond, 2018 (Bank-Qualified)

Refunding of 2006 and 2010 Bonds

Moody's 'A1'

**Summary Of Bonds Refunded**

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
<b>Dated 12/15/2006   Delivered 12/15/2006</b>							
2006 Town of West Seneca Var Purp Serial Bonds	12/15/2019	Serial	Coupon	3.800%	390,000	12/15/2018	100.000%
2006 Town of West Seneca Var Purp Serial Bonds	12/15/2020	Serial	Coupon	3.800%	410,000	12/15/2018	100.000%
2006 Town of West Seneca Var Purp Serial Bonds	12/15/2021	Serial	Coupon	3.850%	425,000	12/15/2018	100.000%
<b>Subtotal</b>		-	-	-	<b>\$1,225,000</b>	-	-
<b>Dated 12/21/2010   Delivered 12/21/2010</b>							
2010 Serial Bonds	12/15/2019	Serial	Coupon	3.000%	300,000	12/15/2018	100.000%
2010 Serial Bonds	12/15/2020	Serial	Coupon	3.000%	310,000	12/15/2018	100.000%
2010 Serial Bonds	12/15/2021	Serial	Coupon	4.000%	315,000	12/15/2018	100.000%
2010 Serial Bonds	12/15/2022	Serial	Coupon	4.000%	325,000	12/15/2018	100.000%
2010 Serial Bonds	12/15/2023	Serial	Coupon	4.000%	335,000	12/15/2018	100.000%
2010 Serial Bonds	12/15/2024	Serial	Coupon	4.000%	350,000	12/15/2018	100.000%
2010 Serial Bonds	12/15/2025	Serial	Coupon	4.000%	360,000	12/15/2018	100.000%
<b>Subtotal</b>		-	-	-	<b>\$2,295,000</b>	-	-
<b>Total</b>		-	-	-	<b>\$3,520,000</b>	-	-

**Town of West Seneca, New York**

**\$3,665,000 Refunding Bond, 2018 (Bank-Qualified)**

Refunding of 2006 and 2010 Bonds

Moody's 'A1'

**Proof Of Bond Yield @ 2.2645060%**

Date	Cashflow	PV Factor	Present Value	Cumulative PV
11/15/2018	-	1.000000x	-	-
12/15/2018	46,338.62	0.9981253x	46,251.75	46,251.75
06/15/2019	37,667.75	0.9869505x	37,176.20	83,427.95
12/15/2019	772,667.75	0.9759008x	754,047.10	837,475.05
06/15/2020	30,979.25	0.9649749x	29,894.20	867,369.25
12/15/2020	780,979.25	0.9541712x	745,187.94	1,612,557.19
06/15/2021	23,779.25	0.9434886x	22,435.45	1,634,992.64
12/15/2021	783,779.25	0.9329255x	731,207.64	2,366,200.28
06/15/2022	16,027.25	0.9224807x	14,784.83	2,380,985.11
12/15/2022	351,027.25	0.9121528x	320,190.49	2,701,175.60
06/15/2023	12,426.00	0.9019405x	11,207.51	2,712,383.11
12/15/2023	352,426.00	0.8918426x	314,308.53	3,026,691.64
06/15/2024	8,567.00	0.8818578x	7,554.88	3,034,246.52
12/15/2024	358,567.00	0.8719847x	312,664.94	3,346,911.45
06/15/2025	4,402.00	0.8622222x	3,795.50	3,350,706.95
12/15/2025	359,402.00	0.8525689x	306,414.98	3,657,121.93
<b>Total</b>	<b>\$3,939,035.62</b>	<b>-</b>	<b>\$3,657,121.93</b>	<b>-</b>

**Derivation Of Target Amount**

Par Amount of Bonds	\$3,665,000.00
Bond Insurance Premium	(7,878.07)
Original Issue Proceeds	\$3,657,121.93



**Town of West Seneca, New York**

\$3,665,000 Refunding Bond, 2018 (Bank-Qualified)

Refunding of 2006 and 2010 Bonds

Moody's 'A1'

**Proof Of Effective Interest Cost @ 2.1976849%**

Date	Cashflow	PV Factor	Present Value	Cumulative PV
11/15/2018	-	1.0000000x	-	-
12/15/2018	46,338.62	0.9981802x	46,254.29	46,254.29
06/15/2019	37,667.75	0.9873310x	37,190.54	83,444.83
12/15/2019	772,667.75	0.9765997x	754,587.12	838,031.96
06/15/2020	30,979.25	0.9659851x	29,925.49	867,957.45
12/15/2020	780,979.25	0.9554858x	746,214.58	1,614,172.03
06/15/2021	23,779.25	0.9451006x	22,473.78	1,636,645.82
12/15/2021	783,779.25	0.9348283x	732,699.06	2,369,344.88
06/15/2022	16,027.25	0.9246677x	14,819.88	2,384,164.76
12/15/2022	351,027.25	0.9146175x	321,055.66	2,705,220.42
06/15/2023	12,426.00	0.9046765x	11,241.51	2,716,461.93
12/15/2023	352,426.00	0.8948436x	315,366.15	3,031,828.08
06/15/2024	8,567.00	0.8851176x	7,582.80	3,039,410.89
12/15/2024	358,567.00	0.8754972x	313,924.41	3,353,335.30
06/15/2025	4,402.00	0.8659815x	3,812.05	3,357,147.35
12/15/2025	359,402.00	0.8565691x	307,852.65	3,665,000.00
<b>Total</b>	<b>\$3,939,035.62</b>	<b>-</b>	<b>\$3,665,000.00</b>	<b>-</b>

**Derivation Of Target Amount**

Par Amount of Bonds	\$3,665,000.00
Total Proceeds	3,665,000.00

**Town of West Seneca, New York**

\$3,665,000 Refunding Bond, 2018 (Bank-Qualified)

Refunding of 2006 and 2010 Bonds

Moody's 'A1'

**Derivation Of Form 8038 Yield Statistics**

Maturity	Issuance Value	Price	Issuance Price	Exponent	Bond Years
11/15/2018	-	-	-	-	-
12/15/2018	40,000.00	100.000%	40,000.00	0.0833333x	3,333.33
12/15/2019	735,000.00	100.000%	735,000.00	1.0833333x	796,250.00
12/15/2020	750,000.00	100.000%	750,000.00	2.0833333x	1,562,500.00
12/15/2021	760,000.00	100.000%	760,000.00	3.0833333x	2,343,333.33
12/15/2022	335,000.00	100.000%	335,000.00	4.0833333x	1,367,916.67
12/15/2023	340,000.00	100.000%	340,000.00	5.0833333x	1,728,333.33
12/15/2024	350,000.00	100.000%	350,000.00	6.0833333x	2,129,166.67
12/15/2025	355,000.00	100.000%	355,000.00	7.0833333x	2,514,583.33
<b>Total</b>	<b>\$3,665,000.00</b>	<b>-</b>	<b>\$3,665,000.00</b>	<b>-</b>	<b>\$12,445,416.67</b>

**IRS Form 8038**

Weighted Average Maturity = Bond Years/Issue Price	3.396 Years
Total Interest from Debt Service	274,035.62
Total Interest	274,035.62
NIC = Interest / (Issue Price * Average Maturity)	2.2018999%
Bond Yield for Arbitrage Purposes	2.2645060%

**Amended Agreement of Lease  
Office Space**

**1300 Union Road  
West Seneca, New York**

- (c) **Base Year:** Base Year for real estate taxes and operating expenses shall be the calendar year 2018 ("Base Year").
- (d) **Building:** The building and related improvements (including, without limitation, parking lots, walkways, driveways, fences and landscaping) of which the Premises are a part.
- (e) **Building Address:** 1300 Union Road  
West Seneca, New York
- (f) **Common Areas:** The hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, janitorial closets, trash facilities, and all other areas and facilities in and about the Building that are provided and designated from time to time by Landlord for the general nonexclusive use and convenience of Tenant with Landlord and other tenants of the Building and their respective employees, invitees, licensees or visitors.
- (g) **Landlord's Address:**  
1250 Union Road  
West Seneca, New York 14224
- (h) **Lease Date:** July 1, 2018
- (i) **Premises:** That part of the Building referred to as the leasable space at 1300 Union Road, West Seneca, New York as shown on **Exhibit B** to this Lease.
- (j) **Rent:** The Base Rent.
- (k) **Rent Commencement Date:** July 1, 2018.
- (l) **Good Faith Deposit:** An amount equal to the last month's rent as indicated in Article 1.1(b).
- (m) **Tenant's Address:**

ARTICLE 3 DELIVERY OF PREMISES

3.1 Delivery of Possession.

(a) The construction of all finishes shall be in a good and workmanlike manner and shall be in compliance with all applicable laws, ordinances, rules and regulations of any duly constituted governmental authority having jurisdiction thereof. Landlord represents and warrants that the Premises' electrical, lighting, plumbing, heating, ventilating and air conditioning systems shall be free of defects and in good working condition on the date of Delivery of Possession.

(b) "Delivery of Possession" shall be deemed to occur following the signing of the Lease when the Premises is ready for occupancy by Tenant, as evidenced by the issuance of a certificate of occupancy from the Town of West Seneca with respect to the Premises. Landlord shall be deemed to have complied with its obligations hereunder notwithstanding that there may be insubstantial items of construction, installation, finishing work or mechanical adjustments which do not unreasonably interfere with Tenant's use and occupancy of the Premises.

(c) Other than warranting its habitability, which Landlord expressly warrants, Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements to the Premises except as expressly provided in this Lease.

ARTICLE 4 BASE RENT

4.1 Payment of Base Rent. Throughout the Term, Tenant will pay Base Rent to Landlord in monthly installments, the first of which shall become due on the Rent Commencement Date with successive installments to become due on the first day of each successive calendar month thereafter. Base Rent will be paid to Landlord, without written notice or demand, and without deduction or offset, in lawful money of the United States of America at Landlord's Address, or to such other address as Landlord may from time to time designate in writing.

4.2 Base Rent Includes:

ARTICLE 5 REAL ESTATE TAXES AND ASSESSMENTS

INTENTIONALLY OMITTED

ARTICLE 6 ADDITIONAL RENT

INTENTIONALLY OMITTED

ARTICLE 7 LANDLORD'S INSURANCE

7.1 Fire and Casualty Insurance. At all times during the Term, Landlord shall keep the Building insured against loss or damage by risks now or thereafter embraced by "All Risks" coverage so called in amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the then "Full Replacement Cost." "Full Replacement Cost" shall mean the cost of replacing the Building exclusive of the costs of excavations foundations and footings below the lowest grade level. In no event shall any such insurance be for the benefit of Tenant.

ARTICLE 8 TENANT'S INSURANCE

8.1 Tenant's Insurance. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

(a) Commercial general liability insurance with coverage for bodily injury and property damage liability, with a combined single occurrence limit of not less than \$1,000,000. All such insurance shall include contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease;

(b) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenant's business and found in, on, or about the Building, and any leasehold improvements to the Premises in an amount not less than the full replacement cost. Property forms shall provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the

9.1 Tenant's Use of the Premises. The Premises will be used by Tenant solely for the operation of a not-for-profit entity promoting and aiding business enterprises seeking to locate or remain in West Seneca, and for no other purpose. Tenant will use the Premises in a careful, safe, and proper manner. Tenant will not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable laws. Tenant will not commit waste or suffer or permit waste to be committed in, on, or about the Premises. Tenant will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other tenant or occupant of the Building or Landlord in its operation of the Building.

#### ARTICLE 10 REQUIREMENTS OF LAW

10.1 General. At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Lease Date.

10.2 Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this **Article 10**. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Building to their condition existing prior to the appearance of Tenant's Hazardous Materials on the Premises. Tenant's obligations under this **Article 10** will survive the expiration or other termination of this Lease.

#### ARTICLE 11 ASSIGNMENT AND SUBLETTING

11.1 General. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors, and assigns, covenants that it will not assign, mortgage, or encumber this Lease, nor sublease, nor permit the Premises or any part of the Premises to be used or occupied by others.

ARTICLE 14 LANDLORD'S REPAIR AND MAINTENANCE

14.1 Landlord's Repair of Building and the Premises. Except as expressly provided for elsewhere in this Lease and except for repairs or maintenance to the windows, doors, plate glass, and signs of the Premises or any repairs necessitated by a casualty occurrence, throughout the Term, Landlord shall, at its sole cost and expense, perform all necessary repair and maintenance to the Building and the Premises so as to keep such property in good order, condition and repair.

14.2 Limitation on Liability. Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damage, or otherwise, for any failure to supply any heat, air conditioning, cleaning, lighting, security, for surges or interruptions of electricity; or for other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord will use reasonable efforts to diligently remedy any interruption in the furnishing of such services. Landlord reserves the right temporarily to discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Building during the continuance of the same by such means as Landlord, in its sole discretion, may deem appropriate, including without limitation locking doors and closing Parking Areas and other Common Areas. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Article 14, nor will such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of Rent or operate to release Tenant from any of Tenant's obligations under this Lease.



INTENTIONALLY OMITTED

ARTICLE 19 LANDLORD'S RIGHT OF ENTRY

19.1 Landlord's Right of Entry. Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours to:

- (a) Inspect the Premises;
- (b) Determine whether Tenant is complying with all its obligations in this Lease;
- (c) Supply services to be provided by Landlord to Tenant according to this Lease;
- (e) Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

ARTICLE 20 INDEMNIFICATION, WAIVER, AND RELEASE

20.1 Indemnification. Except for any injury or damage to persons or property on the Premises that is proximately caused by the negligence or deliberate act of Landlord, its employees, or agents, and subject to the provisions of Section 8.3, Tenant will neither hold nor attempt to hold Landlord, its employees, or agents liable for, and Tenant will indemnify and hold harmless Landlord, its employees, and agents from and against, any and all losses, demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation attorneys' fees and disbursements) incurred in connection with or arising from:

- (a) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- (b) any activity, work, or thing done or permitted by Tenant in or about the Premises or the Building;

terms, covenants, provisions or conditions of this Lease, including, but not limited to, the payment of Rent, then without notice to Tenant, and in addition to any other remedies to which Landlord may be entitled by virtue of the provisions of this Lease, or pursuant to law or equity, Landlord shall have the right to use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Rent or any other sum as to which Tenant is in default or any sum which Landlord may expend or may be required to expend by reason of Tenant's default, including, but not limited to, damages or deficiencies resulting from the reletting of the Premises, whether such damages or deficiencies accrued before or after summary proceedings or other reentry by Landlord. If any portion of the Security Deposit is so used, applied, or retained, Tenant will within 5 days after written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord will not be required to keep the Security Deposit separate from its general funds, and Tenant will not be entitled to interest on the Security Deposit. The Security Deposit will not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Base Rent due for the last month of the Term.

## ARTICLE 22      DEFAULT

22.1 Events of Default. The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

(a) Tenant defaults in the due and punctual payment of Rent, and such default continues for five (5) days after written notice from Landlord; however, Tenant will not be entitled to more than 1 written notice for monetary defaults during any 12-month period, and if after such written notice any Rent is not paid when due, an Event of Default will be considered to have occurred without further notice;

(b) Tenant vacates or abandons the Premises;

(c) Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and such breach continues for a period of 30 days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such 30-day period, if Tenant fails to diligently commence to cure such breach within 30 days after written notice from Landlord and to complete such cure within a reasonable time thereafter.

22.2 Continuing Liability After Termination. If this Lease is terminated on account of the occurrence of an Event of Default, Tenant will remain liable to Landlord for damages in an

ARTICLE 23 MISCELLANEOUS

23.1 No Offer. This Lease is submitted to Tenant on the understanding that it will not be considered an offer and will not bind Landlord in any way until Tenant has duly executed and delivered duplicate originals to Landlord and Landlord has executed and delivered one of such originals to Tenant.

23.2 Attorney's Fees. Each party shall be responsible for their own attorney's fees.

23.3 No Waiver. The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of Rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

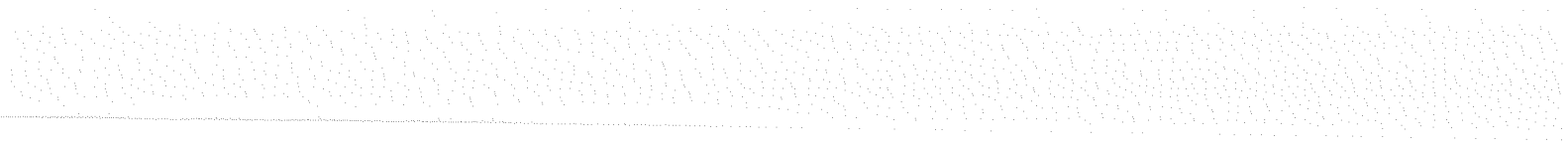
23.4 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered to the party for whom it is intended at its address set forth in **Section 1.1**.

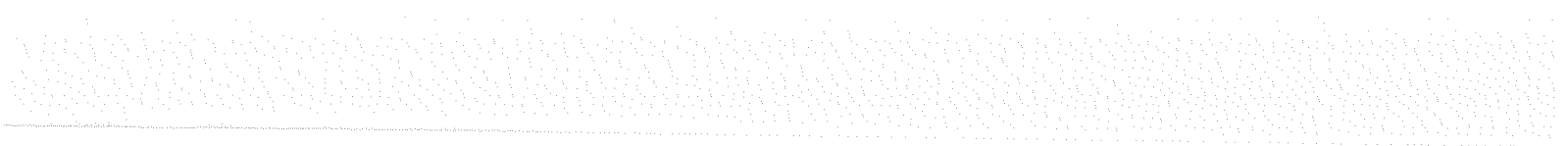
23.5 Severability. If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

23.6 Written Amendment Required. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, provided

consent or approval of Landlord, said consent or approval shall be in writing and shall not be unreasonably withheld.

23.12 Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.





of the Tenant

4. No tenant will in any way deface any part of the Premises or the Building. In those portions of the Premises where carpet has been provided directly or indirectly by Landlord, Tenant will at its own expense install and maintain pads to protect the carpet under all furniture having casters other than carpet casters.

5. Tenant will not alter, change, replace, or rekey any lock or install a new lock or a knocker on any door of the Premises. Landlord, its agent, or employees will retain a pass (master) key to all door locks on the Premises. Any new door locks required by Tenant or any change in keying of existing locks will be installed or changed by Landlord following Tenant's written request to Landlord

6. Tenant will store all its trash and garbage within the Premises or in receptacles provided by Landlord. No material will be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. Removal of any furniture or furnishings, large equipment, packing crates and packing materials will be the responsibility of each tenant and such items may not be disposed of in the Building trash receptacles. No furniture, appliances, equipment, or flammable products of any type may be disposed of in the Building trash receptacles.

7. Tenant will not conduct itself in any manner that is inconsistent with the character of the Building or that will impair the comfort and convenience of other tenants in the Building.

8. Neither Landlord nor any operator of the Parking Areas will be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Areas, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Areas and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (a) Landlord will not be obligated to provide any traffic control, security protection or operator for the Parking Areas; (b) Tenant uses the Parking Areas at its own risk; and (c) Landlord will not be liable for personal injury or death, or theft, loss of, or damage to property. Tenant waives and releases Landlord from any and all liability arising out of the use of the Parking Areas by Tenant, its employees, agents, invitees, and visitors, whether brought by any of such persons or any other person.

9. No act or thing done or omitted to be done by Landlord or Landlord's agent during the Term of the Lease in connection with the enforcement of these rules and regulations

