

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NEW YORK**

In re:

The Diocese of Rochester,

Case No.: 19-20905
Chapter 11 Case

Debtor,

**AFFIDAVIT OF REV. DANIEL J. CONDON REGARDING OBJECTIONS TO
CERTAIN SEXUAL ABUSE PROOFS OF CLAIM**

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

Reverend Daniel J. Condon, being duly sworn, deposes and states as follows:

1. I am the Chancellor for the Diocese of Rochester (the “Debtor” or “Diocese”). I have served in such capacity since June 26, 2001. I am familiar with the Diocese’s mission, history and structure.

2. I make this Affidavit based upon my personal knowledge of the facts set forth herein, upon information supplied to me by others associated with the Diocese, upon my review of relevant documents and upon my experience and knowledge of Diocesan operations. If I were called to testify, I would testify accordingly to the facts set forth herein. I am authorized by the Diocese to submit this Affidavit.

3. On September 12, 2019 (the “Petition Date”), the Diocese filed a voluntary petition under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”).

4. On February 25, 2020, the Court signed an Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof (“Bar Date Order”) setting August 13, 2020 as the last day to file a Sexual Abuse Proof of Claim Form (“POC”).

5. On or before the Bar Date, 506 POCs alleging sexual abuse were filed on behalf of 471 individuals.

6. A number of the POCs allege that the sexual abuse survivor claimant was sexually abused by a member of a religious order, a lay employee, volunteer, resident or student of a school or facility owned and operated by a religious order or other non-Diocesan entity: Aquinas Institute of Rochester; Bishop Kearney High School; Cardinal Mooney High School; McQuaid Jesuit High School; Mt. Carmel High School; Nazareth Hall; Notre Dame High School; Sacred Heart Academy; Notre Dame Retreat House; an unidentified Sisters of Mercy Convent; St. Joseph's Villa of Rochester (now known as Villa of Hope); and St. Michael's Mission.

7. Two sexual abuse survivor claimants allege sexual abuse by a perpetrator associated with a church that is not a church of the Diocese: Spiritus Christi; and Mt. Carmel Deliverance Church.

8. Two sexual abuse survivor claimants allege sexual abuse by an employee of a suburban Rochester hospital then known as Park Ridge Hospital and not affiliated with the Diocese.

9. One sexual abuse survivor claimant alleges sexual abuse by a cleric – identified as Father Placid – who was not a cleric or employee of the Diocese.

1. Religious Order Schools and Facilities

10. There are individuals who contribute to the mission of the Church by joining together through common life and the profession of the evangelical counsels of poverty, chastity, and obedience (“Religious”). Religious may be either laypersons or clerics. If a Religious is not a cleric, that person is referred to as a sister or brother.

11. While there are a variety of forms by which Religious are organized in institutes of consecrated life, they are most often referred to as religious orders. Religious orders enjoy a certain level of autonomy apart from any diocese and conduct their internal operations independently of any diocese. This is most commonly seen in the conduct of their proper apostolates; often schools, healthcare, and monastic communities. Each religious order is a public juridic person. They are bound to the Church in a special way, but they are not part of the hierarchical constitution of the Church. Religious orders are separately incorporated entities.

12. Members of a religious order are not subject to the supervision or discipline of the bishop of the diocese wherein they are located, unless they are employed in a parish, school or other institution that is subject to a bishop's oversight.

13. Within the territory of the Diocese there are religious orders that operate, or have operated, schools and other facilities. These religious orders are independent from the Diocese and have autonomy of life and governance. The Diocese did not, and does not, oversee, supervise, manage, control, direct or operate the separately incorporated schools and facilities discussed below. The Diocese did not appoint, hire, employ, train or supervise the members of the religious orders, lay employees or residents at these schools and facilities.

a. Aquinas Institute of Rochester

14. Aquinas Institute of Rochester ("Aquinas Institute") was incorporated by an act of the New York Legislature in 1922 (Laws of New York, 1922, Ch. 133). It was operated as a Diocesan school until 1936, when control of the school was assumed by the Basilian Fathers of Toronto pursuant to a Memorandum of Agreement made as of September 1, 1936. (A copy of the Memorandum of Agreement is attached as **Exhibit A**). In 1977, control of Aquinas Institute was vested in the Aquinas Board of Trustees.

15. Since the execution of the Memorandum of Agreement, the Diocese has not overseen, supervised, managed, controlled, directed or operated Aquinas or its faculty, staff, employees or students. The Diocese did not hire, employ, supervise or train the faculty, staff or other employees at Aquinas Institute. The Diocese does not maintain the records of employees or students of Aquinas Institute. The Diocese does not own the property where Aquinas Institute is located.

16. The following POCs identify the alleged perpetrator as a teacher or priest at Aquinas Institute:

<u>Claim #</u>	<u>Perpetrator</u>
POC106	Francis J. Pilecki
POC125	Fr. John Murphy, C.S.B.
POC165	Marcel Sinasac
POC183	Fr. Wilfred Riley, C.S.B.
POC257	Fr. John T. Cherry, C.S.B.
POC277	Fr. Robert J. Klem, C.S.B.
POC285	Francis J. Pilecki
POC293	Fr. John F. Murphy, C.S.B.
POC326	Fr. Wilfred S. Riley, C.S.B.
POC346	Fr. John Seniawski, C.S.B. and Fr. Ronald Schwenzer, C.S.B.
POC367	Francis J. Pilecki
POC449	Fr. Wilfred S. Riley, C.S.B.
POC545	Charlie Royce

17. It is my understanding that Frs. Murphy, Cherry, Klem, Riley, Seniawski and Schwenzer were members of the religious order known as the Congregation of St. Basil (“Basilian Fathers”); they were not clerics or employees of the Diocese. The Basilian Fathers is an independent, separately incorporated religious order that was, and is, separate from the Diocese. The Diocese did not assign these clerics to Aquinas Institute and did not have supervisory authority over the Basilian Fathers there. The Diocese did not pay the salaries of, or provide benefits to, the Basilian Fathers at Aquinas Institute. The Diocese does not maintain

employment records of the Basilian Fathers listed above, nor does it maintain the records of students who attended the school.

18. The Diocese also did not hire, employ, retain, train or supervise the lay employees of Aquinas Institute, including Francis J. Pilecki, Marcel Sinasac and Charlie Royce, and does not maintain employment records for them.

b. Bishop Kearney High School

19. On February 11, 1960, the Bishop of Rochester entered into an agreement (the “Christian Brothers Agreement”) with the Superior General of the Brothers of the Christian Schools of Ireland, known today as the Congregation of Christian Brothers of Ireland (the “Christian Brothers”). The Christian Brothers Agreement sets forth the terms and conditions upon which the Christian Brothers would own and operate a high school within the territory of the Diocese, which was later named Bishop Kearney High School. (A copy of the Christian Brothers Agreement is attached as **Exhibit B**).

20. Pursuant to the Christian Brothers Agreement, the Bishop of Rochester agreed to deed to the Christian Brothers approximately 35 acres of land on which the school and monastery were erected; erect and equip a co-institutional high school on that premises; consult with the Christian Brothers on plans for a school and monastery; and on completion of payment according to the conditions set forth in the Christian Brothers Agreement, deed to the Christian Brothers the entire structure and grounds. In return the Christian Brothers agreed to purchase the school from the Bishop of Rochester pursuant to the terms set forth in the Christian Brothers Agreement.

21. Pursuant to the Christian Brothers Agreement, the Christian Brothers had full power to operate the school, fix fees, and make rules for admission and dismissal of students.

22. The Provincial of the Christian Brothers was responsible for naming a Christian Brother as Principal, who had final authority in the administration of the school.

23. The Christian Brothers were responsible for the total maintenance and upkeep of the school. All tuition fees and other income from the school was paid to the Christian Brothers. The Christian Brothers paid for clerical and maintenance help, as well as the salaries of lay teachers.

24. The Diocese has not, and does not, oversee, supervise, manage, control, direct or operate Bishop Kearney High School or its faculty, staff, employees or students.

25. The Diocese did not hire, employ, supervise or train the faculty, staff or other employees at Bishop Kearney High School.

26. The following POCs identify the perpetrator as a principal, dean, teacher, coach or religious brother at Bishop Kearney High School:

<u>Claim #</u>	<u>Perpetrator</u>
POC029	Br. Thomas Kent and Br. Andrew Hewitt
POC066	Br. John Cavanaugh
POC081	Br. John Walderman and Br. Crowley
POC198	Br. John Chaney
POC210	Br. Lawrence Killelea and Br. John Walderman
POC280	George Joseph
POC296	Br. John Chaney
POC305	Br. John Walderman
POC314	Br. John Heathwood
POC339	Br. John Walderman
POC341	Br. Cavanaugh, Br. Wright and Br. John Walderman
POC443	Br. John Walderman

27. It is my understanding that Brs. Kent, Hewitt, Cavanaugh, Walderman, Crowley, Chaney, Killelea, Heathwood and Wright were members of the Christian Brothers; they were not employees of the Diocese. The Christian Brothers is an independent, separately incorporated religious order that was, and is, separate from the Diocese. Bishop Kearney High School is a separately incorporated entity. The Diocese did not assign these brothers to Bishop Kearney

High School and did not have supervisory authority over the Christian Brothers there. The Diocese did not pay the salaries of or provide benefits to the Christian Brothers at Bishop Kearney High School. The Diocese does not maintain employment records of the Christian Brothers listed above, nor does it maintain records of the students who attended the school.

28. The Diocese also did not hire, employ, train or supervise the lay employees of Bishop Kearney High School, including George Joseph, and does not maintain employment records for them.

c. Cardinal Mooney High School

29. On August 10, 1960, the Diocese entered into an agreement (the “Holy Cross Brothers Agreement”) with Brothers of Holy Cross, Eastern Province (“Holy Cross Brothers”). The agreement sets forth the terms and conditions upon which the Holy Cross Brothers would own and operate a high school within the territory of the Diocese. (A copy of the Holy Cross Brothers Agreement is attached as **Exhibit C**).

30. Pursuant to the Holy Cross Brothers Agreement, the Diocese agreed to construct and equip a co-institutional high school on approximately 20 acres in the Town of Greece, New York; consult with the Holy Cross Brothers on plans for a school and monastery; and on completion of payment according to the conditions set forth in the Holy Cross Brothers Agreement, deed to the Holy Cross Brothers the entire structure and grounds. In return the Holy Cross Brothers agreed to purchase the school from the Diocese pursuant to the terms set forth in the Holy Cross Brothers Agreement.

31. Upon the transfer of the school and grounds, the Holy Cross Brothers were vested with full control and supervision of the high school, which was later named Cardinal Mooney High School.

32. The Holy Cross Brothers were responsible for instruction of the boy pupils. The Provincial of the Holy Cross Brothers was responsible for naming a Holy Cross Brother as Principal, who had final authority in the administration of the entire school and complete authority with respect to the maintenance and upkeep of the school and in the use of the common facilities.

33. All tuition fees and other income from the school was paid to the Holy Cross Brothers. The Holy Cross Brothers paid for all necessary expenses for the maintenance and upkeep of the building, the expense for clerical and maintenance help, the salaries of lay teachers and all costs of operating the school.

34. At no point during its existence did the Diocese oversee, supervise, manage, control, direct or operate Cardinal Mooney High School or its faculty, staff, employees or students.

35. The Diocese did not hire, employ, supervise or train the faculty, staff or other employees at Cardinal Mooney High School.

36. Cardinal Mooney High School was closed by the Holy Cross Brothers in 1989. The Holy Cross Brothers maintain the records of the students that attended Cardinal Mooney High School.

37. The following POCs identify the perpetrator as a principal, dean, teacher, coach or religious brother at Cardinal Mooney High School:

<u>Claim #</u>	<u>Perpetrator</u>
POC147	Br. John D. Walsh, C.S.C.
POC185	Br. John D. Walsh, C.S.C.
POC197	Br. John D. Walsh, C.S.C.
POC235	Br. John D. Walsh, C.S.C.
POC237	Br. John D. Walsh, C.S.C.
POC243	Br. John D. Walsh, C.S.C.
POC316	Br. John D. Walsh, C.S.C.

POC385 Br. William B. Reiser, C.S.C.
POC389 Br. John D. Walsh, C.S.C.
POC436 Br. John D. Walsh, C.S.C.
POC429 Br. John D. Walsh, C.S.C. and Br. Lawrence Backus, C.S.C.
POC447 Br. John D. Walsh, C.S.C. and Br. Lawrence Backus, C.S.C.
POC461 Br. John D. Walsh, C.S.C.

38. It is my understanding that Brs. Walsh, Reiser and Backus were members of the Holy Cross Brothers religious order; they were not clerics or employees of the Diocese. The Holy Cross Brothers is an independent, separately incorporated religious order that was, and is, separate from the Diocese. Cardinal Mooney High School was a separately incorporated entity. The Diocese did not play any role in assigning or appointing any Holy Cross Brother to any position at Cardinal Mooney High School. The Diocese did not have supervisory authority over the Holy Cross Brothers, including Brs. Walsh, Reiser and Backus, nor did it pay their salaries or benefits. The Diocese does not maintain employment records of the Holy Cross Brothers listed above.

d. McQuaid Jesuit High School

39. On August 20, 1952, the Diocese entered into an agreement (the “Jesuits Agreement”) with the New York Province of the Society of Jesus (“Jesuits”). The agreement sets forth the terms and conditions upon which the Jesuits would own and operate a high school within the territory of the Diocese. (A copy of the Jesuits Agreement is attached as **Exhibit D**).

40. Pursuant to the Jesuits Agreement, the Jesuits had ownership and control of the property and buildings necessary for the high school. The Jesuits also determined the curricula and tuition for the school.

41. Since its founding by the Jesuits, the Diocese has not overseen, supervised, managed, controlled, directed or operated McQuaid Jesuit High School, or its faculty, staff, employees or students. McQuaid Jesuit High School is a separately incorporated entity. The

Diocese did not and does not own the property where McQuaid Jesuit High School is located and at no time has it employed, supervised, or trained the faculty, staff, or any other employees of McQuaid Jesuit High School, including those identified as sexual abuse perpetrators in the following paragraph. The Diocese does not maintain records of the students who attended the school.

42. The following POCs identify the perpetrator as a principal, dean, teacher, coach or cleric at McQuaid Jesuit High School:

<u>Claim #</u>	<u>Perpetrator</u>
POC058	Fr. John L. Farrand, S.J.
POC079	Fr. Harry Untereiner, S.J. and John Tobin
POC200	Fr. William O'Malley, S.J.
POC213	Fr. William O'Malley, S.J.
POC252	John Tobin
POC261	Fr. James Curry, S.J.
POC289	Unidentified priest/guidance counselor
POC304	Fr. James Curry, S.J., Fr. Harry Untereiner, S.J., John Tobin
POC365	Leonard Riforgiato
POC369	Fr. Robert Voelkle, S.J.
POC549	John Tobin

43. It is my understanding that Frs. Farrand, Untereiner, O'Malley, Curry and Voelkle and Mr. Riforgiato were members of the Jesuits; they were not clerics or employees of the Diocese. The Jesuits is an independent, separately incorporated religious order that was, and is, separate from the Diocese. The Diocese did not and does not have supervisory authority over the Jesuits at McQuaid Jesuit High School nor did it pay their salaries or benefits. The Diocese did not play any role in assigning or appointing Frs. Farrand, Untereiner, O'Malley, Curry, Riforgiato and Voelkle to any position at McQuaid Jesuit High School. The Diocese does not maintain employment records of the Jesuits listed above.

44. The Diocese also did not hire, employ, supervise or train the lay employees of McQuaid Jesuit High School, including John Tobin, and does not maintain employment records for them.

e. Notre Dame High School

45. Notre Dame High School is a Catholic high school owned and operated by the Sisters of Mercy in Elmira, New York. The Sisters of Mercy is an independent, separately incorporated religious order that was, and is, separate from the Diocese. The Diocese did not, and does not, have supervisory authority over the Sisters of Mercy. Notre Dame High School is a separately incorporated entity. The Diocese did not pay the salaries of, or provide benefits to, the Sisters of Mercy at Notre Dame High School. The Diocese did not own the real property on which the school is located.

46. At all relevant times, the Diocese has not overseen, supervised, managed, controlled, directed or operated Notre Dame High School or its faculty, staff, employees or students.

47. The Diocese did not hire, employ, supervise or train the faculty, staff or other employees at Notre Dame High School.

48. The following POCs identify the perpetrator as a teacher at Notre Dame High School:

<u>Claim #</u>	<u>Perpetrator</u>
POC240	Sr. Bernadine
POC472	Robert Graham

49. It is my understanding that Sr. Bernadine is a member of the Sisters of Mercy; she was not an employee of the Diocese. The Sisters of Mercy is an independent religious order which was, and is, separate from the Diocese. The Diocese did not play any role in assigning or appointing Sr. Bernadine to any position at Notre Dame High School. The Diocese did not have

supervisory authority over the Sisters of Mercy at Notre Dame High School nor did it pay their salaries or benefits. The Diocese does not maintain employment records for Sr. Bernadine or any other sister assigned to Notre Dame High School, nor does the Diocese maintain the records of the students who attended the school.

50. The Diocese also did not hire, employ, supervise or train the lay employees of Notre Dame High School, including Robert Graham, and does not maintain employment records for them.

f. Nazareth Hall

51. Nazareth Hall was established in 1884 by the Sisters of St. Joseph in Rochester, New York as a private boarding and day school for boys. In 1970, Nazareth Hall became a coeducational school. The Sisters of St. Joseph is an independent, separately incorporated religious order that was, and is, separate from the Diocese. The Diocese did not have supervisory authority over the Sisters of St. Joseph operating, administering or teaching at Nazareth Hall. Nazareth Hall was a separately incorporated entity. The Diocese did not pay the salaries of, or provide benefits to, the Sisters of St. Joseph at Nazareth Hall. The Diocese did not own the real property on which the school is located.

52. At all relevant times, the Diocese has not overseen, supervised, managed, controlled, directed or operated Nazareth Hall or its faculty, staff, employees or students.

53. The Diocese did not hire, employ, supervise or train the faculty, staff or other employees at Nazareth Hall.

54. The following POC identifies the perpetrators as the principal and two unidentified religious sisters of Nazareth Hall:

<u>Claim #</u>	<u>Perpetrator</u>
POC080	Sr. Marie Tydings, SSJ and two unidentified religious sisters

55. It is my understanding that Sr. Tydings was a member of the Sisters of St. Joseph; she was not an employee of the Diocese. With regard to the two unidentified religious sisters who worked at Nazareth Hall, the Diocese did not employ religious sisters at Nazareth Hall. Sisters of St. Joseph is an independent religious order that was, and is, separate from the Diocese. The Diocese did not play any role in assigning or appointing Sr. Tydings or any other Sisters of St. Joseph sister to any position at Nazareth Hall. The Diocese did not have supervisory authority over the Sisters of St. Joseph at Nazareth Hall nor did it pay their salaries or benefits. The Diocese does not maintain employment records of the members of the Sisters of St. Joseph listed above, nor does it maintain records of the students who attended the school.

g. Mount Carmel High School

56. Mount Carmel High School was a Catholic high school established by the Order of Discalced Carmelites (“Carmelites”) in Auburn, New York. The Carmelites is an independent, separately incorporated religious order that was, and is, separate from the Diocese. The Diocese did not have supervisory authority over Carmelites at Mount Carmel High School. Mount Carmel High School was a separately incorporated entity. The Diocese did not pay the salaries of, or provide benefits to, the Carmelites at Mount Carmel High School. The Diocese did not own the real property on which the school is located.

57. At no point during the existence of the school did the Diocese oversee, supervise, manage, control, direct or operate Mount Carmel High School or its faculty, staff, employees or students.

58. The Diocese did not hire, employ, supervise or train the faculty, staff or other employees at Mount Carmel High School.

59. The following POC identifies the perpetrator as a Carmelite priest at Mount Carmel High School:

<u>Claim #</u>	<u>Perpetrator</u>
POC220	Fr. David Kearns, O.C.D.

60. It is my understanding that Fr. Kearns was a member of the Carmelites; he was not a cleric or employee of the Diocese. The Carmelites is an independent religious order that was, and is, separate from the Diocese. The Diocese did not have supervisory authority over Carmelites at Mount Carmel High School. The Diocese did not play any role in assigning or appointing Fr. Kearns to any position at Mount Carmel High School. The Diocese does not maintain employment records of the Carmelites assigned to Mount Carmel High School, nor does the Diocese maintain the records of students who attended that school.

h. Sacred Heart Academy

61. Sacred Heart Academy was a Catholic coeducational school established by the Religious of the Sacred Heart of Jesus in Rochester, New York in 1855. The Religious of the Sacred Heart of Jesus is an independent, separately incorporated religious order that was, and is, separate from the Diocese. The Diocese did not have supervisory authority over the Religious of the Sacred Heart of Jesus operating, administering or teaching at Sacred Heart Academy. Sacred Heart was a separately incorporated entity. The Diocese did not pay the salaries of, or provide benefits to, the sisters of the Religious of the Sacred Heart of Jesus at Sacred Heart Academy. The Diocese did not own the real property on which the school is located. Sacred Heart Academy closed in 1969.

62. At all relevant times, the Diocese has not overseen, supervised, managed, controlled, directed or operated Sacred Heart Academy or its faculty, staff, employees or students.

63. The Diocese did not hire, employ, supervise or train the faculty, staff or other employees at Sacred Heart Academy.

64. The following POC identifies the perpetrators as the principal and two unidentified religious sisters of Sacred Heart Academy:

<u>Claim #</u>	<u>Perpetrator</u>
POC001	Unidentified religious sisters

65. The Diocese did not employ religious sisters at Sacred Heart Academy. The Religious of the Sacred Heart of Jesus is an independent religious order that was, and is, separate from the Diocese. The Diocese did not play any role in assigning or appointing any sisters of the Religious of the Sacred Heart of Jesus to any position at Sacred Heart Academy. The Diocese did not have supervisory authority over the Religious of the Sacred Heart of Jesus at Sacred Heart Academy nor did it pay their salaries or benefits. The Diocese does not maintain employment records of the sisters of the Religious of the Sacred Heart of Jesus assigned to Sacred Heart Academy, nor does the Diocese maintain the records of the students who attended that school.

i. POC109 – Claim Against a Basilian Fathers Cleric

66. POC109 makes allegations of sexual abuse committed by a cleric of the Basilian Fathers order. The identified perpetrator was not a cleric or employee of the Diocese. The Basilian Fathers is an independent religious order that was, and is, separate from the Diocese. The Diocese did not assign, appoint or have control or supervisory authority over the Basilian Father identified in POC109 or the institution at which he was employed. The Diocese did not pay his salary or provide benefits to him, nor does it maintain employment records for him. The Diocese did not oversee, supervise, manage, control, direct or operate the institution where Claimant’s alleged abuser was employed.

j. Notre Dame Retreat House

67. The Congregation of the Most Holy Redeemer (the “Redemptorists”) established Notre Dame Retreat House in Canandaigua, New York in 1967 as retreat and mission house. The Redemptorists is an independent, separately incorporated religious order that is separate from the Diocese. The Diocese did not and does not have supervisory authority over the Redemptorists. The Diocese did not pay the salaries of, or provide benefits to, the Redemptorists at the Notre Dame Retreat House.

68. Since its founding by the Redemptorists, the Diocese has not overseen, supervised, managed, controlled, directed or operated Notre Dame Retreat House, or its faculty, staff or employees. The Diocese has not, and does not, own the property where the Notre Dame Retreat House is located and at no time has it employed, supervised, or trained the faculty, staff, or any other employees of the Notre Dame Retreat House.

69. The following POC identifies the perpetrator as a Redemptorist that was an employee of the Notre Dame Retreat House:

<u>Claim #</u>	<u>Perpetrator</u>
POC390	Br. George Lnu

70. Based upon my review of Diocesan records, Br. George Lnu was not a cleric or employee of the Diocese. The Diocese had no role in appointing or assigning him to the Notre Dame Retreat House. The Diocese did not have supervisory authority over Br. Lnu or other Redemptorists at Notre Dame Retreat House. The Diocese did not pay the salaries of, or provide benefits to, Br. Lnu or other Redemptorists there, nor does it maintain employment records for them.

k. Sisters of Mercy Convent

71. POC032 makes allegations of sexual abuse committed by unidentified priests and a lay employee working for the Sisters of Mercy at a convent for cloistered sisters at an unspecified location.

72. As noted, Sisters of Mercy is an independent religious order that was, and is, separate from the Diocese. The Diocese did not, and does not, have supervisory authority over the Sisters of Mercy.

73. The Diocese has not overseen, supervised, managed, controlled, directed or operated a Sisters of Mercy convent, or its women religious, staff, or employees.

74. The Diocese has no record of a Sisters of Mercy convent for cloistered sisters being located within the geographic boundaries of the Diocese.

l. St. Joseph's Villa of Rochester, Inc.

75. St. Joseph's Villa of Rochester, Inc. ("St. Joseph's Villa) was established in 1942 as a residential group care facility for children and youth. It was formed by a consolidation of St. Mary's Boys Home of Rochester, St. Patrick's Girls Home of Rochester and St. Joseph's Orphan Asylum Society of Rochester. (A copy of the Certificate of Consolidation is attached as **Exhibit E**). From 1942 to 1976, it was administered and operated under the umbrella of Catholic Charities of the Diocese of Rochester, which is a Special Act Corporation, organized pursuant to Chapter 256 of the Laws of 1917. In August 1976, St. Joseph's Villa separated from Catholic Charities of the Diocese of Rochester with control being vested in a board of directors.

76. The following POCs identify the perpetrators as religious sisters, lay employees, volunteers and residents of St. Joseph's Villa:

<u>Claim #</u>	<u>Perpetrator</u>
POC368	Unidentified lay employee

POC458 Edward Christmas and Kevin Dent (SJV residents)
POC465 Frank Mullen

77. At all relevant times, the Diocese has not overseen, supervised, managed, controlled, directed or operated St. Joseph's Villa or its faculty, staff, employees, volunteers, residents or students.

78. The Diocese did not hire, employ, supervise or train the faculty, staff, volunteers, residents or students of St. Joseph's Villa, including the persons identified in POC368, POC458 and POC465, nor does it maintain employment or student records for them.

79. At all relevant times, the Diocese did not own or control the property where St. Joseph's Villa is located.

m. St. Michael's Mission

80. POC521 makes allegations of sexual abuse perpetrated by Brother Bob, who is alleged to have been a seminarian at St. Michael's Mission in Conesus, New York.

81. The Society of the Divine Word operated a seminary at St. Michael's Mission at the time alleged in POC521 known as St. Michael's Divine Word Seminary.

82. The Society of the Divine Word is an independent, separately incorporated religious order that was, and is, separate from the Diocese. The Diocese did not, and does not, have supervisory authority over the Society of the Divine Word.

83. The Diocese did not oversee, supervise, manage, control, direct or operate the Society of the Divine Word's seminary, nor did it hire, employ, train or supervise its clerics, religious, seminarians, staff, or employees, including Brother Bob. The Diocese does not maintain records for the cleric, religious, seminarians, staff or employees of the Society of the Divine Word.

2. POCs Involving Non-Catholic Churches

84. Two POCs allege abuse by a non-Diocesan perpetrator at a non-Catholic church: POC434 and POC481.

85. First, POC434 alleges that Sister Illene abused the survivor claimant in her office at Spiritus Christi Church between 1987-1989. Spiritus Christi Church is not a Catholic church or parish within the Diocese. At no time has the Diocese overseen, supervised, managed, controlled, directed or operated Spiritus Christi Church, or its clergy, staff or employees. The Diocese did not, and currently does not, own the property where Spiritus Christi Church is located and at no time has it employed, supervised, or trained the clergy, staff or any other employees of Spiritus Christi Church.

86. Second, POC481 alleges that Father John abused the survivor claimant at Mt. Carmel Deliverance Center Church located at 14 Weld Street, Rochester, NY 14605 in 1972. Mt. Carmel Deliverance Center Church is not a Catholic church or parish within the Diocese. At no time has the Diocese overseen, supervised, managed, controlled, directed or operated Mt. Carmel Deliverance Center Church, or its clergy, staff or employees. The Diocese did not, and currently does not, own the property where Mt. Carmel Deliverance Center Church is located and at no time has it employed, supervised, or trained the clergy, staff or any other employees of Mt. Carmel Deliverance Center Church.

3. POCs Involving a Park Ridge Hospital Employee

87. Two POCs allege sexual abuse by a non-Diocesan perpetrator (James Mulcahy) at Park Ridge Hospital: POC450 and POC543

88. James Mulcahy was never a cleric of the Diocese.

89. At the time of the abuse alleged to have occurred against the survivor claimants that filed POC450 and POC543, Mulcahy was an employee of Park Ridge Hospital, not the Diocese. Park Ridge Hospital was not an institution or affiliate of the Diocese at that time or ever. The Diocese did not hire, supervise, train or retain Mulcahy at Park Ridge Hospital, nor does it maintain records of the hospital or its employees. The Diocese did not own the property on which Park Ridge Hospital was located.

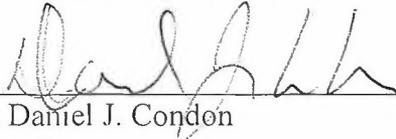
4. POC Involving a Non-DOR Cleric

90. POC522 makes allegations of sexual abuse perpetrated by a Fr. Placid.

91. Based upon my review of Diocesan records, Fr. Placid was not a cleric or employee of the Diocese.

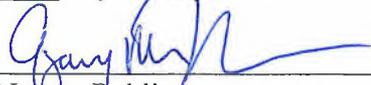
[Signature Page Follows]

I swear, under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct to the best of my knowledge, information and belief.



Rev. Daniel J. Condon
Chancellor

Sworn to before me this
20th day of July, 2022.



Notary Public

GREGORY J. McDONALD
Notary Public, State of New York
Qualified in Monroe County
No. 02MC6191125
My Commission Expires August 4, 2024

EXHIBIT A

Signed Document

MEMORANDUM OF AGREEMENT made this 1st
day of the month of September, 1936,
between the Bishop of Rochester in the
State of New York and the Basilian
Fathers of Toronto

The parties to this contract agree as follows:

1. The Bishop of Rochester will secure for the Basilian Fathers of Toronto control of the Aquinas Institute, incorporated under the laws of the State of New York, with its lands and buildings, subject to a first mortgage of \$350,000 held by the Emigrants Industrial Savings Bank of New York, together with all educational rights and privileges of the said Institute as set forth in the Act of Incorporation (Assembly Bill No. 1688 and Senate Bill No. 1042 of the year 1922.)
2. The Bishop of Rochester will provide annually \$20,000 to be paid to the Aquinas Institute for partial or full scholarships for a maximum of 500 students according to their needs to be administered as hereinafter provided.
3. The Bishop of Rochester grants to the Basilian Fathers and the Aquinas Institute the right to open and maintain a College of Arts and Sciences for Men in the Diocese of Rochester, and agrees not to permit any other person or corporation to open or maintain a Catholic College of Arts and Sciences for Men within forty miles of the city of Rochester, unless the Basilian Fathers are unable or unwilling to open such a college when, in the reasonable judgment of the Bishop of Rochester, such a development is opportune.

4. The Bishop of Rochester agrees not to allow any other high school for Catholic boys to be opened in the City of Rochester for a period of fifteen years, and he agrees, after the expiration of that period, not to allow such a school near enough to Aquinas Institute to seriously affect the latter's enrollment.

5. The Basilian Fathers will conduct Aquinas Institute in such a manner as to insure its continued affiliation with the Middle States Association of Colleges and Secondary Schools and will confer the Aquinas Diploma of graduation only on those students who have passed the examinations required by the Regents of the University of the State of New York for a New York State High School Diploma.

6. In consideration of the payment referred to in No. 2, the Basilian Fathers will make the following provision in Aquinas Institute for needy boys: The Aquinas authorities, with due consideration for the financial circumstances of the applicants, will arrange for free tuition or reduced rates for a maximum of 500 students. This is to be taken in the sense that, if the number deservedly applying for free tuition does not exceed 500, they will all be accepted provided they meet the entrance requirements, intellectual and moral. It is understood, however, that the Aquinas authorities will collect from any or all of these 500 students, who may be able to pay any part of their tuition, as much as their financial circumstances will permit. Of the sum thus collected from these 500 students, one-half shall be retained by the Aquinas Institute and one-half shall be remitted to the Bishop of Rochester. Moreover, if by future agreement between the Bishop of Rochester and the Basilian Fathers admission to Aquinas under this

arrangement is restricted to less than five hundred students the payment provided for in Article 2 shall be proportionately reduced and shall be made at the rate of forty dollars per student for the total number thus agreed upon.

7. The regular charge for tuition will be \$75.00 per annum.

8. In the event of a change in economic conditions in the United States of such a nature that the fulfillment of this agreement would work a great hardship to either of the contracting parties, as, for example, inflation on a large scale, clauses 2, 6 and 7 of this agreement shall be subject to change to meet the then existing conditions by mutual consent or arbitration.

9. The Basilian Fathers agree that the present buildings of the Aquinas Institute will be used only for the purposes of a Catholic boys' high school.

10. The Basilian Fathers hereby assume the moral responsibility for the financial obligation of Aquinas Institute which now attaches to the Bishop of Rochester.

11. The obligation of the parties to this agreement shall become effective from the first of September 1937 and shall continue in force as long as the Basilian Fathers are in control of Aquinas Institute. Transfer of control shall be made in sufficient time to permit them to assume direction of the Institute in advance of said date

12. This agreement shall be binding upon and enure to the benefit of the parties thereto and their respective successors in office.

WITNESS the hands and seals of the parties:

Lawrence B. Casey
Vice. Chancellor

Edward Murney OFP
Rector

D L Dillon C.S.B.
Asst. Supr. Gen.

H. Carr, C.S.B.
Superior General, Basilian Fathers.

EXHIBIT B

AGREEMENT, made this 11 day of February 1960,

between His Excellency, the Most Reverend James E. Kearney, D. D., Bishop of Rochester, N. Y., (hereinafter referred to as the "Ordinary") and the Very Reverend Brother Edward Ferdinand Clancy, Superior General of the Brothers of the Christian Schools of Ireland (hereinafter referred to as the "Brothers"), acting on behalf of said Congregation,

WITNESSETH:

WHEREAS, the Brothers are desirous of owning and operating a high school, situated in the Diocese of Rochester, and the Ordinary is willing to accede to their request and aid them:

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein set forth, it is AGREED:

FIRST, the Ordinary shall

- (a) deed to the Brothers the land --approximately thirty-five (35) acres-- on which the school and monastery shall be erected;
- (b) erect and equip a co-institutional high school on said premises, such school to accommodate approximately 800 boys and 800 girls;
- (c) erect also a monastery on the upper floor of the boys' wing to accommodate approximately twenty-five (25) Brothers, plus guest quarters, and a convent on the upper floor of the girls' wing, to accommodate twenty-five (25) Sisters, plus guest quarters;
- (d) consult with the Brothers on plans for school and monastery;

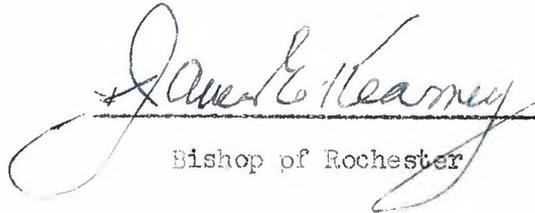
- (e) on completion of payment according to the conditions hereinafter set forth, deed to the Brothers the entire structure and grounds.
SECOND, the Brothers shall
- (a) purchase from the Ordinary the school as described above under the following conditions:
 - (1) Upon taking possession (September 1963) assume the interest payments, at a rate not to exceed 3% per annum, for a period of four (4) years;
 - (2) At the beginning of the fifth year, to start to amortize the sum of 40% of the cost of construction, or \$800,000., whichever is less, over a period of twenty (20) years. During this period, the interest rate will not exceed 3% on the unpaid balance.
- (b) have full power to operate such school, fix fees, make rules for admission and dismissal of pupils, etc.;
- (c) conduct the school in accordance with the religious program of the Diocese and the educational requirements of the State of New York, and the program of the Brothers of the Christian Schools of Ireland;
- (d) have the privilege of reserving the Blessed Sacrament in their monastery, in the Sisters' chapel, and in the school oratories;
- (e) have the privilege of having Mass celebrated in the above mentioned chapels at least once a week;
- (f) be free to observe their Rules and Constitutions;

- (g) be responsible for the instruction of the boys;
- (h) cooperate with a Community of Sisters, which shall be secured by the Diocese for the education of the girls.
 - (1) The Sisters shall be responsible for the instructional program of the girls.
 - (2) The Diocese shall appoint a Priest as full-time chaplain for the religious education of the girls and for such other guidance counseling as is indicated by the Principal.
- (i) pay the Sisters, including the Vice-Principal, a salary of \$1,200. per year.
- (j) The Provincial of the Brothers shall name a Brother as Principal, who shall have final authority in the administration of the school.
- (k) The Principal appointed shall have complete authority in scheduling the use of the common facilities (cafeteria, gymnasium, library, and auditorium).
- (l) The Brothers shall be responsible for the total maintenance and upkeep of the entire structure, including any possible future plans for expansion, from the date of taking possession.
- (m) All tuition fees and other income from the school shall be paid to the Brothers.
- (n) The Brothers shall assume all necessary expense for clerical and maintenance help, as well as the salaries of lay teachers -- the number of lay teachers not to exceed 25% of the total faculty of the girls' school.

- (o) The Brothers shall provide a faculty to start a boys' Freshman Class in September 1963.

THIRD, This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in office.

IN WITNESS WHEREOF, the parties have hereto signed and sealed their agreement the day and year first written above.


Bishop of Rochester


Superior General of the Brothers of
the Christian Schools of Ireland

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EXHIBIT C

AGREEMENT

THIS AGREEMENT made this 10th day of August 1960, by and between The Diocese of Rochester, a corporation with its office at No. 50 Chestnut Street, Rochester 4, New York, party of the first part, hereinafter referred to as the "Diocese", and Brothers of Holy Cross, Eastern Province, with offices at No. ²⁴~~27~~ Ricardo Street, West Haven 16, Connecticut, party of the second part, hereinafter referred to as the "Brothers"

WITNESSETH:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by each of the parties hereto to the other, receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, the parties hereto mutually agree as follows:

1. The Diocese agrees to purchase land on Maiden Lane in the Town of Greece, Monroe County, New York of approximately 20 acres in area and at the sole expense of the Diocese to construct thereon and equip (said construction and equipment to include landscaping, athletic field, furniture and science equipment) a co-institutional high school of sufficient capacity to accommodate approximately 500 boys and 500 girls; if sufficient funds are raised the capacity will be increased to a maximum of 800 boys and 800 girls; to erect also a monastery on the upper floor of the boys' wing large enough to accommodate approximately 25 Brothers, plus guest quarters, and to erect a convent on the upper floor of the girls' wing large enough to accommodate approximately 25 Sisters, plus guest quarters.

2. The Brothers agree to pay to the Diocese a sum of money determined as hereinafter set forth as part of the total cost of construction of said high school:

a) If the total cost of construction does not exceed

\$2,000,000.00, the sum to be paid by the Brothers shall be 25% of the said total cost of construction.

b) If the said total cost of construction exceeds \$2,000,000.00, the sum to be paid by the Brothers shall be determined by a graduated 2% increase over the basic 25% for each \$100,000.00 by which the said total cost of construction shall exceed \$2,000,000.00, viz:

<u>Total Cost of Construction</u>	<u>Percentage</u>	<u>Sum to be paid by Brothers</u>
\$2,000,000.00	25%	\$500,000.00
\$2,100,000.00	27%	\$567,000.00
\$2,200,000.00	29%	\$638,000.00
\$2,300,000.00	31%	\$713,000.00
\$2,400,000.00	33%	\$792,000.00
\$2,500,000.00	35%	\$875,000.00

The same graduated scale shall prevail for any higher total cost of construction.

The total cost of construction shall include all costs, including cost of acquisition of land, engineering fees, cost of site improvement, architect's fees, cost of construction of building and facilities, landscaping, cost of furniture and equipment and other expenses incidental thereto.

The sum so determined shall be paid by the Brothers to the Diocese at the time of transfer of title as hereinafter provided. In the event, however, that said sum so to be paid by the Brothers to the Diocese is required in whole or in part by the Diocese during the course of construction of the said high school for the payment of the cost of construction, it is agreed that the Diocese may procure the said funds by borrowing the same and may, if necessary, do so by means of a mortgage construction loan on the property on which the

high school is being constructed, and the Brothers agree that the Brothers will pay during the period of construction the interest on such a loan on a sum not to exceed the amount determined to be paid by the Brothers to the Diocese as hereinbefore provided.

3. The plans and specifications for the construction of the said high school, monastery and convent shall be subject to the mutual approval of the Diocese and of the Brothers prior to the submission of the same for bids.

4. Upon the completion of the construction of the said high school, monastery and convent (approximately September 1962) the Diocese, upon obtaining approval of the same by the Supreme Court of the State of New York, shall convey the said real property on which said building shall have been constructed to the Brothers by warranty deed. If the said property is conveyed by the Diocese to the Brothers free and clear of any mortgage thereon, the Brothers shall at the time of transfer pay to the Diocese the sum determined to be paid by the Brothers to the Diocese pursuant to the provisions of paragraph 2 hereof. If, however, the said property is conveyed by the Diocese to the Brothers subject to a mortgage resulting from a construction loan as provided in paragraph 2 hereof, the principal amount of said mortgage loan then remaining unpaid shall be credited on the amount determined to be paid by the Brothers to the Diocese pursuant to the provisions of paragraph 2 hereof and the Brothers shall pay to the Diocese at the time of transfer the balance, if any, of said sum in cash, shall assume and agree to pay the principal amount of said mortgage loan then remaining unpaid and shall procure the release of the Diocese from any further liability on said mortgage loan. Any interest which shall have been paid on said loan by the Brothers pursuant to the provisions of paragraph 2 hereof shall constitute an additional payment by the Brothers

and shall not be credited on the sum determined to be paid by the Brothers to the Diocese pursuant to the provisions of paragraph 2 hereof. At the time of transfer of title, possession of the said property shall also be transferred by the Diocese to the Brothers.

5. Upon the closing of said transfer the Brothers shall commence and thereafter continue to operate said high school and shall be vested with full control and supervision of the same subject to the stipulations hereinafter provided.

a) Said high school shall be conducted in accordance with the religious program of the Diocese and the educational requirements of the State of New York.

b) The Brothers shall be responsible for the instruction of the boy pupils.

c) The Brothers shall cooperate with a Community of Sisters which shall be secured by the Diocese for the education of the girl pupils.

d) The Sisters of such Community shall be responsible for the instruction of the girl pupils.

e) The Brothers shall pay each of the Sisters, including the Sister who shall be Vice-Principal, a salary according to the salary schedule of the Diocese.

f) The Provincial of the Brothers shall name a Brother as Principal and the Principal so named shall have full executive authority in the administration of the entire school; the Principal so named shall have complete authority with respect to the maintenance and upkeep of the entire school and in the scheduling of the use of the common facilities including cafeteria, gymnasium, library and auditorium.

g) All tuition fees and other income from the school shall be paid to the Brothers and the Brothers shall assume all necessary expenses for the maintenance and upkeep of the entire structure including taxes, insurance and repairs and the expense for clerical and maintenance help.

h) Lay teachers not to exceed 25% of the total faculty of the girls' school may be employed by the said Community of Sisters and the Brothers shall pay the salaries of said lay teachers.

i) The Brothers agree to maintain the entire structure and the land on which it is situated in good condition at the sole expense of the Brothers and to pay all costs of operating the said school.

j) The Brothers agree that they will not construct additional class rooms as an addition to the facilities turned over to the Brothers by the Diocese without the express approval of the Diocese.

k) The Brothers shall have the privilege of reserving the Blessed Sacrament in their monastery, in the Sister's chapel and in the school oratories and of having Mass celebrated in the said school oratories at least once a week; the Brothers shall request the services of a Priest of the Congregation of the Holy Cross as a full-time chaplain.

l) The Brothers shall provide a faculty to start a boys' Freshman Class in September 1962.

6. This contract cannot be modified or terminated except by the mutual consent of the two contracting parties, without prejudice, however, to the rights and prerogatives granted to religious

houses of exempt Religious Orders by privileges and by Canons of the Code of Canon Law and further without prejudice to the rights, powers and prerogatives of the Ordinary of the Diocese under and consistent with said Canons of the Code of Canon Law with respect to the continuance of the faculties herein granted to said Brothers of Holy Cross, Eastern Province. In the event that either party hereto desires to modify or terminate this contract for any cause, such party shall give the other party at least one year's notice in writing to that effect, and, with the consent of the said other party, such modification or termination shall thereupon become effective on the date set forth in said notice. In the event that this contract is so terminated the Brothers shall reconvey or cause to be reconveyed to the Diocese the real property which has prior thereto been conveyed by the Diocese to the Brothers pursuant to the provisions of paragraph 4 hereof on such terms as shall at that time be mutually agreed upon by both of the parties hereto. In the event that the parties hereto are unable to agree with respect to such modification or termination of this contract or with respect to the terms of the same, the parties hereto hereby mutually agree that the matter in dispute shall be submitted to the Metropolitan Tribunal of the Archdiocese of New York for arbitration and both parties hereto hereby agree to be bound by the decision of said tribunal.

7. This agreement shall not be assignable by either party without the written consent of the other party and shall be binding upon and enure to the benefit of the parties hereto and their successors.

IN WITNESS WHEREOF, the parties have hereunto signed
and sealed this agreement the day and year first above written.

THE DIOCESE OF ROCHESTER

By

Bro. E. Keamy
President

BROTHERS OF HOLY CROSS,
EASTERN PROVINCE

By

Bro. E. O. O'Connell
Provincial

EXHIBIT D

New York Province
Society of Jesus

8/20/52

PREAMBLE. Whereas the Most Reverend Ordinary of the Diocese of Rochester, the Most Rev. James E. Kearney, has graciously invited the New York Province of the Society of Jesus to make a foundation in his Diocese by the erection of a high school, it has been judged prudent by His Excellency that the present Father Provincial of the New York Province, the Very Rev. John J. McMahon, acting as delegate of the Very Rev. Father General, draw up an acceptance of the Most Reverend Bishop's invitation, so that both the Diocese of Rochester and the New York Province of the Society might have in documentary form the general provisions agreed upon by both parties with regard to the proposed high school in the Diocese of Rochester.

It is therefore agreed to by both parties that:

- 1) The high school be located in the city of Rochester, together with the necessary residence for the Jesuit Community.
- 2) The New York Province of the Society of Jesus have ownership and control of the property and buildings necessary for the proposed high school.
- 3) The New York Province of the Society of Jesus will purchase suitable property, draw up plans and erect the necessary building or buildings for a school of one thousand students.
- 4) The Most Reverend Bishop of Rochester, in accordance with his most generous offer, will provide the sum of one million, five hundred thousand dollars (\$1,500,000) towards the acquirement of the property and the erection of the buildings

(2)

necessary for the high school and Jesuit residence; the New York Province will assume the remainder of the debt which will have to be incurred in acquiring the property and in erecting the necessary buildings.

5) The high school will determine the curricula for college preparatory and terminal courses and the tuition fees.

August 20, 1952


John J. McMahon, S.J.
Provincial, New York Province
Society of Jesus

August 22, 1952

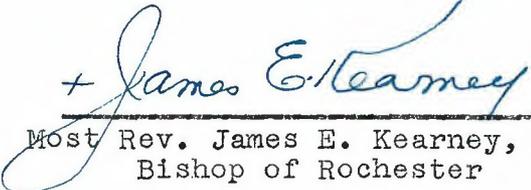

James E. Kearney
Most Rev. James E. Kearney, D.D.
Bishop of Rochester

EXHIBIT E

Certificate of Consolidation
forming
St. Joseph's Villa of Rochester
Pursuant to Section Fifty of the Membership Corporations Law

We, James E. Kearney and Sister M. Mildred Goode, being respectively the President and Secretary of St. Mary's Boys Home of Rochester, and James E. Kearney and Sister M. Edith Cunningham, being respectively the President and Secretary of St. Patrick's Girls Home of Rochester, and Stephen W. Aulbach and Henry M. Bamann, being respectively the President and Secretary of St. Joseph's Orphan Asylum Society of Rochester and Monroe County, do certify:

1. St. Mary's Boys Home of Rochester, whose certificate of incorporation was filed in the office of the Secretary of State, Albany, New York, on January 17, 1865, under the title of "St. Mary's Boys Orphan Asylum of City of Rochester", and in the office of the Clerk of the County of Monroe on December 31, 1864, under the laws of the State of New York pursuant to the provisions of Chapter 319 of the Laws of 1848 and the laws amending the same, and St. Patrick's Girls' Home of Rochester, whose certificate of incorporation was filed in the office of the Secretary of State, Albany, New York, on August 6, 1897, under the title of "St. Patrick's Orphan Girls Asylum," and in the office of the County Clerk of Monroe County on August 18, 1897, pursuant to the provisions of Article 2 of the Membership Corporations Law, and St. Joseph's Orphan Asylum Society of Rochester and Monroe County, incorporated by special act of the Legislature of the State of New York, being Chapter 205 of the Laws of 1863 and subsequent acts amendatory and supplementary thereto, under the title of "The St. Joseph's German Roman Catholic Orphan Asylum Society of Rochester and Monroe County" by Chapter 117 of the Laws of 1896, are the corporations to be included in this consolidation.

2. The name of the consolidated corporation is St. Joseph's Villa of Rochester,

3. The territory in which its operations are to be principally conducted is those counties situate in the State of New York comprising the Roman Catholic Diocese of Rochester, to wit, the counties of Monroe, Wayne, Cayuga, Livingston, Ontario, Seneca, Steuben, Schuyler, Tompkins, Chemung, and Tioga.

4. The office of the corporation shall be located in the Town of Greece, Monroe County, New York.

5. The number of its directors shall be nine, to be selected or elected as provided in the by-laws of the consolidated corporation.

6. The names and residences of the directors of the corporation until the first annual meeting, with the street and number of the residence of each director residing in a city are as follows:

Names

Addresses

James E. Kearney
William M. Hart
Stephen W. Aulbach
Gerald C. Lambert
George V. Burns

947 East Avenue, Rochester, New York
80 Prince Street, Rochester, New York
108 Franklin Street, Rochester, New York
50 Chestnut Street, Rochester, New York
296 Flower City Park, Rochester, New York

Charles F. Shay
William J. Hauser
Bernard E. Finucane
Sister M. Edith Cunningham

414 Lexington Avenue, Rochester, New York
33 Hancock Street, Rochester, New York
129 Ambassador Drive, Rochester, New York
160 Clifton Street, Rochester, New York

7. The terms and conditions of the consolidation are as follows:

(a) The name of the consolidated corporation, the territory in which it is to operate, the office of the consolidated corporation, the number of its directors, and the names and residences of the directors until the first annual meeting are as heretofore set forth.

(b) The purposes and objects of such consolidated corporation shall be the combined purposes and objects of all of the present constituent corporations, to wit:

The maintenance and tuition of orphan children of the male sex, and, in particular, the male orphan children of soldiers who have lost their lives in the service of the United States; the care and maintenance of orphan, pauper and destitute girls and the provision of employment and homes for them; the moral and scientific education of orphan, half-orphan and destitute children.

In Witness Whereof, we have made and subscribed this certificate this 24 day of March, 1942

James E. Kearney
Sister Mildred Goode
James E. Kearney
Sister Edith Cunningham
Stephen W. Aulbach
Henry M. Bamann

Note: "Certificate of Extension of Powers", consisting of an elimination of above stated powers and a substitution therefor, was executed, approved and filed under of August 12th, 1953. Copy of this Certificate on page 298 of this volume.