

## MEMORANDUM OF AGREEMENT

The Roman Catholic Diocese of Rochester, a New York Not-For-Profit Corporation (Diocese), and the St. Michael Society, a New York Not-For-Profit Corporation (Society), hereby enter into the following Memorandum of Agreement (MOA) effective as of XXXXXXXX XX, 20XX.

WHEREAS: On XXXXXXXX XX, XXXX, Most Reverend Salvatore R. Matano, Bishop of the Roman Catholic Diocese of Rochester (Bishop) determined that St. Frances Xavier Cabrini Parish in the city of Rochester (Parish) no longer required the Church of St. Michael in the city of Rochester for the carrying out of its mission; and

WHEREAS: Maintenance and repair will be required to ensure that St. Michael's Church building remains in a state of good preservation; and

WHEREAS: The Diocese and the Parish, being financially responsible for a multitude of activities associated with sustaining the Catholic faith in central New York feel they cannot devote their financial resources to maintain St. Michael Church; and

WHEREAS: Several parishioners and people of good will living in and around Rochester and points beyond the city have established a nonprofit corporation, the St. Michael Society and asked to take over responsibility for maintaining St. Michael Church and also for providing for the church's ongoing maintenance, upkeep, and operation, in order that St. Michael Church can exist as a Roman Catholic sacred space in perpetuity; and

WHEREAS: the Diocese is in agreement with the Society assuming responsibility for the continued maintenance and upkeep of St. Michael Church, with the understanding that after it is restored the church will serve as a Roman Catholic sacred space; and

WHEREAS: The Society does not wish to compete with the Parish of St. Frances Xavier Cabrini or any other regular Catholic services within the Diocese; and

WHEREAS: The Diocese holds bare legal title to the real property known as St. Michael Church;

NOW THEREFORE: The Diocese and the Society agree as follows:

1. The Society clearly expresses its intent to make necessary repairs to St. Michael Church, to provide for its future maintenance and upkeep, and to maintain it as a Roman Catholic sacred space.
2. The Society will seek to enter into a lease with a term of 10 years at a cost of \$1 per year with the Diocese in order that it may gain access to St. Michael Church so that it may repair and maintain the church and operate it as a Roman Catholic sacred space.
3. The Society agrees upon assuming responsibility for St. Michael Church to pay all expenses associated with the church's restoration and routine care, including insurance and the costs of utilities in relation to the church.
4. Both parties agree that St. Michael Church will remain a Roman Catholic sacred place in

accordance with canon law during the time the Society is responsible for it; thus, relegation to profane but not sordid use is unwarranted in this situation.

5. The Diocese agrees to leave all internal furnishings, pews, altars, statuary, stained glass windows, and other religious and historic articles in the church during the time which the Society has responsibility for St. Michael Church.

6. Within 60 days of its lease of St. Michael Church coming into force, the Society agrees to provide the Diocese with an inventory of the St. Michael Church internal furnishings, including pews, altars, statuary, stained glass windows, and other religious and historic articles contained within the church.

7. The Society understands and agrees that St. Michael Church shall remain a sacred building, and that all activity which occurs within it must and will conform with the requirements of those provisions of canon law and Vatican jurisprudence which pertain to the care and use of a sacred place.

8. The Society agrees that at any time mass or any other Catholic sacramental activity occurs within St. Michael Church, prior permission will be sought from the Diocese, in accordance with canon law. Mass will be celebrated within St. Michael Church on the anniversary of the church's dedication and the Feast of St. Michael (September 29,) in accordance with the requirements of canon law and the jurisprudence of the Holy See with regard to the minimum level of public worship which is required to occur within a church. Any other masses which the society may wish to have celebrated in the church will be proposed to the Diocese for approval on a case by case basis.

9. The Society will provide the names of any priests or deacons who may take part in any approved sacramental activity at St. Michael Church to the Diocese of Rochester prior to the sacramental activity occurring, in order that it can be confirmed that the priests or deacons in question have valid faculties within the diocese.

10. This Agreement shall be governed by, and interpreted in accordance with the Canon Law of the Roman Catholic Church. The parties agree to make good-faith efforts to mediate any dispute prior to filing any civil action. If civil action becomes necessary, the prevailing party shall be entitled to recover its costs and fees, including reasonable attorney fees.

11. If any provision of this Agreement is determined to be invalid, unenforceable, or unlawful by a court of competent jurisdiction, that provision shall be deemed severed from this Agreement, and every other provision shall survive and remain in full force and effect.

12. This MOA sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior written or oral negotiations, commitments, agreements, arrangements, and understanding between the Diocese and the Society with respect thereto.

13. Any written correspondence, notices, or requests should be addressed to the following:



Diocese of Rochester

1150 Buffalo Road,  
Rochester, MA 14624

St. Michael

Society

XXXXXX,

President

XXXXXXXXXXXXXX,

Rochester, NY 14624

**SIGNATURES ON FOLLOWING PAGE**

**Diocese of Rochester,**

**St. Michael Society**

