

HOOKER ELECTROCHEMICAL COMPANY  
 NIAGARA FALLS  
 NEW YORK

November 21 1957

Dr Charles M Brent President  
 Board of Education  
 Administration Building  
 Sixth Street and Walnut Avenue  
 Niagara Falls New York

Re 99th Street Property

Dear Dr Brent

In the interest of amplifying the remarks made by Mr Chambers at the Board Meeting on November 7th and in the further interest of providing the Board with a written statement of our position with respect to the subject property, I would like to submit the following account of the transaction. I might point out that I was personally involved in the negotiations and have a direct knowledge of some of the significant arrangements.

Hooker acquired the property in question in the early 1910's. As you doubtless know, it was a section of the abandoned Love Canal. At the time it was acquired it was a sparsely settled section and our purpose in acquiring the same was to obtain an area for burying industrial wastes.

The area was used for this purpose for a number of years, and, in fact, was still being so used when we were approached by Dr Small and other representatives of the Board of Education who stated that the Board of Education would like to acquire at least a portion of the property for the erection of a new school. We explained in detail to Dr Small the use which we were making of the property and stated that we were very reluctant to sell the same, feeling that it should not be used for the erection of any structures. However, after several discussions with Dr Small and others it was pointed out to us that the School Board felt that this was the only property available in the location in which a new school had to be constructed and that they were so desirous of acquiring the same that condemnation proceedings might be resorted to.

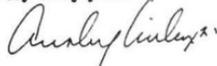
As a result, our management considered the matter very carefully and came to the conclusion that if the property was so important to the Board of Education we would make a gift of the same to the Board with the understanding that it would be used only for the construction of a new school and the maintenance of a park. We were thoroughly convinced that should the property ultimately be used for any other purpose the residues which had been buried thereon might well have a serious deleterious affect on foundations, water lines and sewer lines, and, in addition, we felt it quite possible that personal injuries could

result from contact therewith. Therefore, on October 16, 1952 we wrote Dr Small, copy of which is enclosed, stating that we would be willing to donate the property to the Board of Education and pointing out that in view of its use it would be necessary for us to incorporate in the deed a recital as to the use of the property and restrict the same to the erection of a school at a particular location which had not been used for the purpose of burying residues and that the balance of the property should be maintained for a park or recreational purposes. The following day Mr Lang wrote us advising us that our letter had been presented to the Board and that he had been instructed to advise us that the Board had accepted our offer and recognized the necessity of incorporating special provisions in the deed. Copy of Mr Lang's letter of October 17, 1952 is also attached. Following the receipt of the above letter we prepared certain proposed restrictions for the deed, one of which read as follows:

"This conveyance is made subject to the condition that the premises shall be used for park purposes only, in conjunction with a school building to be constructed upon premises in proximity to those above described, and that upon the abandonment of said premises for such purposes, or upon their use for any other purpose, the title to said premises shall revert to the grantor, its successors or assigns."

These were submitted to representatives of the Board and it was then pointed out to us that since the Board of Education itself had no facilities for maintaining a park it was reluctant to accept a conveyance containing an affirmative agreement to do so. It was pointed out that actual maintenance as a park could probably only be carried out by the City and some agreement would have to be made with the City to do this. Therefore, at the request of the Board's representatives this provision was not included in the deed. However, its omission in no sense indicated that we felt it would be safe or proper to use the property for any other purpose. It is our feeling that even though great care might be taken at this time in the construction of buildings on the property that as time passes the possible hazards might be overlooked with the result that injury to either persons or property might result. It is our primary purpose in calling these facts to your attention to avoid the possibility of any damage to any one or to any one's property at any time in the future and we feel that the only way that this can be assured is by using only the surface of the land. We still feel very strongly that the subsoll conditions make it very undesirable and possibly hazardous if excavations are to be made therein and urge most strongly that arrangements be made to use the property for the purposes intended, since we also feel that additional park or recreational facilities in this area are very desirable.

Very truly yours



Ansley Wilcox 2nd  
 Vice President and General Counsel