



Town of Aurora
300 Glead Avenue
East Aurora NY 14052



Zoning Board of Appeals Petitioner's Letter of Intent

Applicants Name Cardea Health
Address c/o Hopkins, Sorgi + Pomanowski PLLC, 26 Mississippi Street,
Telephone 716-714-5699 Buffalo, NY 14203
Suite 400

Address of appeal 1196 East Main Street, East Aurora, NY 14052

Zoning District A

Zoning Code Section Table of District Regulations R1(5), as incorporated by
reference by Table of District Regulations A(1),
R3(1) and R2(1).

Type of Appeal:
 A PERMIT FOR USE A CERTIFICATE OF EXISTING USE
 A VARIANCE FROM ZONING ORDINANCE A PERMIT FOR OCCUPANCY
 A TEMPORARY PERMIT OR EXTENSION THEREOF

GROUND FOR VARIANCE: (may continue on separate sheet)
See attached letter

ACKNOWLEDGMENT:
Pursuant to Section 809 of the New York State General Municipal Law, the appellant shall state in his written appeal that to the best of his knowledge, no state officer or officer or employee of the Town of Aurora, has any interest in the appellant as defined in Section 809 of the General Municipal Law. If this statement cannot be made, the nature of any such interest must be disclosed as required by said State Law

Petitioners Signature Peter J. Sorgi Date 4-29-2016 — see attached authorization
Owners Signature Peter J. Sorgi Date 4-29-2016 — see attached Contract

OK as to form only

TOWN OF AURORA
Zoning Board of Appeals Request

Building Application # _____
Building Permit # _____

Zoning Appeal Case No. _____
Date _____

TO THE ZONING BOARD OF APPEALS, TOWN OF AURORA, NEW YORK

I, (we) Peter J. Sorgi, Esq. as attorney for Cardea Health

HEREBY APPEAL TO THE ZONING BOARD OF APPEALS FROM THE DECISION OF THE BUILDING INSPECTOR on APPLICATION NO. _____ WHEREBY THE BUILDING INSPECTOR DID DENY

TO Cardea Health → See attached

Name of Applicant
c/o Hopkins Sorgi + Rumanowski PLLC
OF 26 Mississippi St, Ste 400, Buffalo, NY
(Street & Number) (Municipality) (State)

- A PERMIT FOR USE
- A VARIANCE FROM ZONING ORDINANCE
- A TEMPORARY PERMIT OR EXTENSION THEREOF
- A CERTIFICATE OF EXISTING USE
- A PERMIT FOR OCCUPANCY

1. LOCATION OF THE PROPERTY 1196 E. Main, Town of Aurora
SBL # 165.00-1-28.21 ZONING DISTRICT _____

2. PROVISION(S) OF THE ZONING ORDINANCE APPEALED. (Indicate the Article, section, sub-section, and paragraph of the Zoning Ordinance being appealed, by number. Do not quote the Ordinance) Table of District Regulations R1(5), as incorporated by reference by A(1), R3(1) + R2(1)

3. TYPE OF APPEAL. Appeal is made herewith for:
 An interpretation A variance - to the Zoning Ordinance
 An exception A temporary permit

4. A PREVIOUS APPEAL () has () has not been made with respect to this decision of the Building Inspector or with respect to this property

NAMES AND ADDRESSES OF OWNERS OF ABUTTING PROPERTIES ARE:

See attached list marked as an exhibit.

STATE OF NEW YORK
COUNTY OF ERIE
City of Buffalo

Peter J. Sorgi
Signature(s)
26 Mississippi Street, Suite 400,
Mailing Address Buffalo, NY 14203

Peter J. Sorgi Esq., being duly sworn, deposed and says that he is the petitioner in this action; that he has read the foregoing Request and knows the contents thereof; that the same is true to the knowledge of deponent.

Sworn to before me this 29th
day of April, 2016

Ryan P. McCarthy
NOTARY PUBLIC

RYAN P. MCCARTHY
No. 02MC6277628
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 03/11/2017

SUPERVISOR
James J. Bach
(716) 652-7590
jbach@townofaurora.com



TOWN CLERK
Martha L. Librock
(716) 652-3280
townclerk@townofaurora.com

TOWN OF AURORA
Southside Municipal Center
300 Glead Avenue, East Aurora, NY 14052
www.townofaurora.com

TOWN COUNCIL MEMBERS
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TOWN JUSTICE
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Anthony DiFilippo IV

HISTORIAN
Robert L. Goller
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historian@townofaurora.com

FAX: (716) 652-3507
NYS Relay Number:
1(800) 662-1220

*This institution is an equal opportunity
provider and employer.*

Peter Sorgi
Hopkins Sorgi & Romanowski PLLC
26 Mississippi St, Suite 400
Buffalo, New York 14203

3/07/2016

Re: Code Interpretation for proposed use at
1196 East Main St. East Aurora, NY.

Mr. Sorgi,

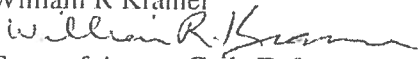
I have reviewed the information you have provided regarding the proposed use of the property at 1196 East Main St. I have also reviewed the Cardea Health website to gain further insight into the proposed business. While I realize there are diverse and innovative practices used in the healing processes advanced by this business I fail to see a clear separation between this health care facility and any other medical professional. Certainly the goal of any medical professional is "the preservation or recovery of health" as per the definition provided by dictionary.com. The completion of that same definition "especially for convalescence; health resort" would indicate something more than a facility where a patient goes for a weekly, monthly, annual or emergency medical appointment.

The thesaurus defines a sanitarium as "a hospital for recuperation or for the treatment of chronic diseases", and brings to mind the terms "convalescence home" or "nursing home". The Macmillan Dictionary considers the term "sanitarium" and "sanatorium" as synonymous and defines them as "a large building like a hospital where people who have had a serious illness go so that doctors can take care of them while they get better". These definitions further lend to my belief that the term sanitarium as used in the Town Code is referring to a long term rehabilitation clinic for patients requiring constant care and monitoring.

It is my determination, given the information provided, that Cardea Health would not be considered a sanitarium, and would not be an allowable use at 1196 East Main St. Cardea Health may be considered a professional office, but would only be permitted at this location if it met the criteria as laid out for Customary Accessory Uses included in the Permitted Uses of R1 District on the Town of

Aurora Table of District Regulations. The criteria include a professional office located and conducted wholly within the dwelling and incidental to the primary residential use of such dwelling, and allows for one employee as assistant to the resident professional. If you have any further questions regarding this determination, contact me at 652-7591.

William R Kramer

A handwritten signature in cursive script that reads "William R. Kramer".

Town of Aurora Code Enforcement Officer

AUTHORIZATION

As the contract vendee and Petitioner / Applicant regarding real property located at 1196 East Main Street, Town of Aurora, NY, we hereby authorize the Project Attorneys, Hopkins Sorgi & Romanowski PLLC to file a variance application on our behalf and execute any required documentation, of the aforementioned property with the Town of Aurora along with applications for any other approvals/permits required from the Town of Aurora and other governmental agencies in connection with the proposed development at said real property.



Jennifer Jennings, Individually and as Principal of Cardea Health

Dated: April 29, 2016

Modifications of this form must be clearly differentiated.



This Contract is recommended for the sale of improved or unimproved residential real estate. If used for new construction or commercial real estate, appropriate modification is required.



CAUTION: This Contract contains an Attorney Approval Contingency. Read Paragraph ATC1 carefully for the procedure to follow in order to protect your right to have this Contract reviewed and approved, conditionally approved or disapproved by your attorney.

CONTRACT

Date: 02/15/2016 ("Contract Date")

1. **PARTIES.** The parties are as follows (individually a "Party" and collectively the "Parties"):
- (A) **Seller:** Michele Socha David Socha ("Seller")
Address: _____ (Property address if blank)
- (B) **Purchaser:** Jennifer Jennings ("Purchaser")
Address: 3537 Baker Rd Orchard Park NY 14127

2. **AGREEMENT.** Seller shall sell and Purchaser shall purchase the items described in Paragraphs 3(A) through 3(D) ("Property") and the items described in Paragraph 3(E)(1) - (5) as being included ("Included Items") on the terms stated in this contract, including Paragraphs ATC1 through ATC14 of the attached BAEC/BNAR approved Additional Terms and Conditions of this contract (Rev. 04/30/14) ("ATC"), as well as the Riders and attachments referenced in Paragraphs 3(B) and 16 ("Contract"). This Contract uses defined terms shown as an initial capitalized word(s), initially in quotes and parentheses or as defined in Paragraph ATC13. Unless otherwise indicated, all paragraph references are to paragraphs of this Contract. References to paragraph numbers which are preceded by letters refer to the corresponding riders listed in Paragraph 16. All defined terms and paragraph references used in this Contract shall have such meanings throughout, and in all modifications of, this Contract.

3. **PROPERTY.**
(A) **Address.** No. & Street: 1196 Big Tree Rd Zip Code: 14052
County of Erie ("County"), Town/City of Aurora, Village of: _____, NY.
Tax Map Identifier (Section-Block-Lot Number) 142489-165-000-0001-028-210

(B) **Additional Description.**
 Per attached map/survey map Per attached legal description Approximate Lot Size: 78 acres
 Includes interest in a homeowners' association: See *Condominium/Homeowners' Association Rider*
 Condominium Unit: See *Condominium/Homeowners' Association Rider*

(C) **Current Uses/Improvements:** 2 Family dwelling with 4 car garage
 Vacant Land: See *Vacant Land Rider*. Additional uses/improvements (specify): _____

(D) **Land and Other Items.** Unless excluded in Paragraph 3(E), the following items are included:
(1) All land; trees; buildings; improvements; oil, gas and mineral rights; and rights appurtenant to the land.
(2) All fixtures and property attached or appurtenant to the land, buildings and improvements including: all heating, air conditioning (except window units), plumbing (including septic systems, well pumps, water pumps, sump pumps, water filtration systems and water softeners), electrical and mechanical systems (including hard wired electricity generators); plumbing fixtures; lighting fixtures (including bulbs) and landscaping (except free standing planters); matching kitchen islands; storm windows, storm doors, screens and awnings; exterior T.V. antennas and satellite dishes; garage door openers; weather vanes; window boxes; mail boxes; utility sheds; fences; underground electric pet fencing and equipment; flag poles; in-ground or garage mounted basketball backboards and poles; gas operated post-type outdoor grills; in-ground pools and related equipment; wood-burning stoves, oil and gas fired space heaters, fireplaces, fireplace inserts, screens (including free-standing screens), grates and glass enclosures; wall to wall carpeting and attached runners; linoleum; garbage disposals;

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ceiling fans, exhaust fans and hoods; security systems; intercom systems; central vacuuming systems (including all hoses and attachments); smoke detectors; carbon monoxide detectors; mirrors; window shades, curtain rods and traverse rods; all styles of window and door blinds; cabinet and wall-mounted appliances; all appliances set forth in Paragraph RPR1, if applicable; and all motors, transmitters, receivers, controls, system operation keys, remote units and all component parts.

- (3) If presently on the Property and unless free-standing, all cabinets, shelving, dishwashers, refrigerators, ovens, ranges, microwave ovens, trash compactors, humidifiers, dehumidifiers and air filtration systems.
- (4) Seller's rights in and to public and private streets, highways, alleys, driveways, easements and rights of way.
- (5) Seller's rights to receive all future rents and royalties due under any lease, agreement or tenancy.

(E) **Included and Excluded Items.**

- (1) Above ground pool(s) and related equipment are Included; Excluded; N/A
- (2) Hot tub(s)/spa(s) and related equipment are Included; Excluded; N/A
- (3) Outdoor play set(s) are Included; Excluded; N/A
- (4) Speakers (recessed, wall mounted and outdoor) and speaker wiring are Included; Excluded; N/A
- (5) The following items are included: refrigerators, stoves, washers and dryers and lawn mowers

(a) in substantially the same condition as of the date of the Property Inspection (as defined in Paragraph 9) if any, or if none is conducted, as of the Contract Date, subject to the obligations set forth in Paragraph 5 ("As-is"); or

(b) in the condition existing at Closing (as defined in Paragraph 4(C)) ("**a**" if blank).

(6) Unless specifically included in Paragraph 3(E), Paragraph 20 or a rider or addendum to this Contract, the following items are excluded: furniture; household furnishings; televisions, including brackets; and also _____

4. **PURCHASE PRICE.** The purchase price ("Purchase Price"), payable in U.S. Dollars as follows, is \$ _____

(A) **Seller's Concession.** At Closing, Seller shall credit to Purchaser the sum of ("**0**" if blank) ("Seller's Concession") _____ \$ _____

(B) **Deposit.** The following deposit ("Deposit"), payable to and held in escrow by Remax Hometown Choice ("Escrow Agent") at M&T ("Bank") \$ _____

- (1) When Purchaser signs this Contract;
- (2) Within 2 Business Days (as defined in Paragraph ATC13(C)) following:
 - (a) The Effective Date (as defined in Paragraph ATC13(D)).
 - (b) Satisfaction or waiver of the Attorney Approval Contingency (as defined in Paragraph ATC1).
 - (c) Satisfaction or waiver of the Property Inspection Contingency (as defined in Paragraph 9(A)(1)) or the Investigation Contingency (as defined in Paragraph VLR4(B)).
 - (d) The later of (b) and (c).

The Deposit and any additional deposit paid pursuant to this Contract, if applicable (collectively "Deposits"), shall be deposited by Escrow Agent with the Bank within 5 Business Days following receipt. Escrow Agent will promptly notify Seller's attorney if any Deposits are not received on time. In the event any of the Deposits are not received by Escrow Agent within 3 Business Days after payment is due, Seller may cancel this Contract at any time prior to Escrow Agent's receipt of whichever of the Deposits was past due.

(C) **Adjusted Balance.** Upon delivery of the deed ("Closing"), the Purchase Price less (i) the Seller's Concession, **and** (ii) the Deposits, subject to closing adjustments and credits as provided in this Contract ("Adjusted Balance").


5. **CONDITION OF PROPERTY AND INCLUDED ITEMS.**

- (A) Except as otherwise provided in this Contract, until Closing, Seller shall, at Seller's expense:
 - (1) maintain the Property and Included Items in substantially the same condition as of the date of the Property Inspection, if any, or if no Property Inspection is conducted, as of the Contract Date;
 - (2) perform ordinary lawn and landscape maintenance and snow removal; **and**
 - (3) maintain all utilities in service that are required for the operation of the heating, air conditioning, plumbing, security and electric systems.
- (B) Except as provided in the Property Condition Disclosure Statement provided by Seller before Purchaser signed this Contract ("PCDS") and in Paragraphs 5(A), 5(C), 6, 8, 13, ATC4 and, if applicable, ADR1, LBPR4 and VLR2, Seller makes no representations, warranties or disclosures as to the condition of the Property and Included Items.
- (C) Subject to (i) any rights of Purchaser under Paragraphs 9, 12(D) and LBPR5(B), (ii) Seller's obligations under Paragraphs 5(A), 5(D), 12 and 13, and (iii) Seller's obligation to complete all repairs agreed to in writing, Purchaser shall accept the Property in substantially the same condition (a) as of the date of the Property Inspection, if any, or

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if no Property Inspection is conducted, as of the Contract Date, and (b) as disclosed in the PCDS, if any, and shall accept the Included Items as set forth in Paragraph 3(E)(5).

(D) The Property shall be in "broom clean" condition and free of debris on the date of Closing.

6. SELLER'S DISCLOSURES. Seller makes the following disclosures to the best of Seller's knowledge:

- Yes No (A) **Title.** Seller has title to the Property, subject to the provisions of Paragraph ATC5, and Seller owns the Included Items.
- Yes No (B) **Agricultural District.** The Property is located partially or wholly within an agricultural district. If "Yes", see *Agricultural District Rider*.
- Yes No (C) **Utility Surcharge.** The Property is subject to a utility (e.g. gas, electricity, water) surcharge. If "Yes": Type/Purpose: _____ Amount: _____ Payable (i.e. monthly, yearly): _____
- Yes No (D) **Water Well.** The Property has a private water well and/or other non-public water supply.
- Yes No (E) **Public Water.** The Property is connected to a public water supply.
- Yes No (F) **Septic System.** (1) The Property has a private septic system approved for 6 bedrooms. (2) If yes, the dwelling(s) on the Property:
 - Yes No (a) will have been vacant for less than 90 days immediately prior to the inspection to obtain a Certificate/Approval (as defined in Paragraph 12(B)) for the septic system ("Septic Inspection") **and** the Property is serviced by metered water; **or**
 - Yes No (b) will have been vacant for more than 90 days immediately prior to the Septic Inspection; **or**
 - Yes No (c) will be vacant as of the Septic Inspection **and** the dwelling(s) is/are not serviced by metered water or does/do not have a system of record with the applicable governmental authority.
- Yes No (G) **Public Sewers.** The Property is connected to public sanitary sewers.
- Yes No (H) **Heating Oil/Propane.** The Property is serviced by heating oil and/or propane.
- Yes No (I) **Gas and Oil Wells.** The Property has an uncapped natural gas and/or oil well.
- Yes No (J) **Oil/ Gas/Mineral Leases.** Seller has received, is receiving or is entitled to receive rents, royalties or other payments and/or free gas under any oil or gas or mineral lease affecting the Property.
- Yes No (K) **Flood Zone.** The Property is currently located in a special flood hazard zone. Note: If Yes, flood insurance will likely be required by an institutional lender.
- Yes No (L) **Radon.** The Property has been tested for radon.
- Yes No (M) **Special Tax District.** The Property is located in a special tax district having a separate tax bill (for example: Buffalo Place, Bailey/Kensington Business District).
- Yes No (N) **Tax Exemption.** (1) The Property tax bill(s) reflect(s) a tax exemption (e.g. STAR, veteran's). (2) If yes, Seller is entitled to the exemption on the most recent tax bills.
- Yes No (O) **Special Tax Assessments.** The Property is subject to assessments for special or local improvements (e.g. sidewalks, water/sewer lines)("Special Tax Assessments").
- Yes No (P) **Vehicular Access.** Vehicular access to the Property is currently by way of:
 - Yes No (1) a contiguous municipal road right of way.
 - Yes No (2) a contiguous, shared private road right of way of record.
- Yes No (Q) **Shared Driveway.** The Property is serviced by a shared driveway.
- Yes No (R) **Court Orders.** Seller is currently subject to a court order that prohibits the sale or transfer of the Property without the consent of another person or further court order.
- Yes No (S) **Bankruptcy.** Seller is currently in bankruptcy.
- Yes No (T) **Foreclosure.** The Property is currently the subject of a foreclosure proceeding or a mortgage encumbering the Property that is in arrears in excess of 60 days.
- Yes No (U) **Sufficient Funds.** Including the proceeds from the sale of the Property, Seller has sufficient funds to close this transaction and pay all of Seller's closing costs and expenses.
- Yes No (V) **Code Violations.** Notice from a governmental authority has been issued advising that the Property and/or Current Uses/Improvements (as defined in Paragraph 12(A)) violate applicable building codes and/or zoning ordinances, any of which violations continue as of the Contract Date.
- Yes No (W) **FIRPTA Certification.** Seller is a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Internal Revenue Code and IRS Regulations).

7. CLOSING FUNDS.

(A) **Purchaser's Representations.** Purchaser represents that except for the proceeds of any financing selected in Paragraph 10 or as otherwise accepted by Purchaser and any Seller's Concession:

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- (1) Purchaser is in **actual possession** of sufficient money in U.S. dollars **on deposit** with a federally insured bank, trust company, savings and loan association or credit union ("Financial Institution") to close this transaction. Yes No
- (2) In order to close this transaction, Purchaser does, or Purchaser's lender may, require:
 - (a) the closing of the sale of any other real estate or the discharge of any mortgage for which Purchaser is liable Yes No
 - (b) the receipt of a gift of funds Yes No
- (B) **Sale Contingency.** This Contract is contingent upon the sale of other real estate as provided in the *Sale Contingency Rider* ("Sale Contingency") Yes No
- (C) **Closing Contingency.** This Contract is contingent upon the closing of the sale of Purchaser's real estate located at _____ ("Purchaser's Property"). Yes No
 If yes, either Party may cancel this Contract after any material breach, termination or cancellation of the contract for Purchaser's Property or upon proof that the closing of the sale of Purchaser's Property has not occurred within 10 Business Days after the Contract Closing Date (as defined in Paragraph 14(A)). Purchaser shall notify Seller within 3 Business Days after any material breach, termination or cancellation of the contract for Purchaser's Property.

- 8. **LEAD-BASED PAINT DISCLOSURE.** Seller represents that: *Choose either (A) or (B) below.*
 - (A) **Pre-1978 Construction.** The dwelling(s) on the Property was/were or may have been built prior to 1978. A *Lead Based Paint Rider must* be attached to this Contract.
 - (B) **Post-1977 Construction.** The dwelling(s) on the Property was/were built in 1978 or later.


9. **INSPECTION OF PROPERTY AND INCLUDED ITEMS.** *Choose either (A) or (B) below. ("A" if blank).*

9a				CAUTION: New York law requires that any paid property inspector be properly licensed by the State. The use of a non-licensed inspector or election not to have a property inspection conducted shall be at Purchaser's own risk.
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- (A) **Property Inspection to be conducted.**
 - (1) **The Inspection.** Purchaser shall have the right to have the Property and Included Items inspected and/or tested by inspector(s) chosen and paid for by Purchaser ("Property Inspection") **and** any notice of unsatisfactory results pursuant to Paragraph 9(A)(4) shall be completed within _____ ("**7**" if blank) days following the later of (i) satisfaction or waiver of the Attorney Approval Contingency, or (ii) if all applicable utilities are not in service on the Effective Date, the date Purchaser or Purchaser's attorney receives a notice given by Seller that all applicable utilities are in service ("Inspection Period"). The scope of the Property Inspection shall be determined by Purchaser, but shall not, without the consent of Seller, result in damage to the Property or Included Items. Seller will cooperate with Purchaser's reasonable requests, but need not consent to any damage to the Property or Included Items. The results of the Property Inspection must be satisfactory to Purchaser ("Property Inspection Contingency").
 - (2) **Radon Notice.** Radon is a colorless, odorless, tasteless gas that can seep into homes through cracks and openings in a home's foundation. Inhalation of radon gas is associated with increased risk of lung cancer. Testing for the presence of radon in residential real estate prior to purchase is advisable.
 - (3) **Radon Test.** The Property Inspection will include a radon test ("**Yes**" if blank). Yes No
 - (4) **Notice of Results and Right to Cancel Contract.** If the results of the Property Inspection are not satisfactory to Purchaser for any reason whatsoever, **and** if notice of the unsatisfactory results of the Property Inspection **is received by Seller or Seller's attorney on or before the expiration of the Inspection Period**, either Party may cancel this Contract. The results need not be disclosed. If the notice under this Paragraph 9(A)(4) is not timely received by Seller or Seller's attorney, the Property Inspection Contingency is deemed waived by Purchaser.
- (B) **No Property Inspection.** Except for the Final Inspection (as defined in Paragraph ATC7), Purchaser elects not to have a Property Inspection conducted. This election shall not be deemed to waive or expand any other rights Purchaser may have under this Contract or at law.

10. **FINANCING.** *Choose all that apply below ("A" if blank).*


- (A) **No Financing.** Purchaser will close this transaction without financing.
- (B) **New Loan(s).**
 - (1) **Application.** Purchaser shall promptly and in good faith, but in no case later than _____ ("**5**" if blank) days after satisfaction or waiver of the Attorney Approval Contingency, Property Inspection

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Contingency, Lead-Based Paint Inspection Contingency (as defined in Paragraph LBPR5(B)), Sale Contingency and Investigation Contingency, if applicable, make application for and diligently and in good faith pursue and accept a Loan Commitment (as defined in Paragraph 10(B)(3)) for one or more of the following loans (NOTE: More than one loan type may be selected, but Purchaser need not apply for all loan types selected):

- (a) **First Loan:**
 - (i) **Loan Amount** is not to exceed \$ _____; or _____ % of the Purchase Price, plus any financed Private Mortgage Insurance, Mortgage Insurance Premium or VA Funding Fee ("Loan Amount").
 - (ii) **Loan Type** is: Conventional FHA VA (See FHA/VA Option Clause) SONYMA; Other: _____ ("Conventional" if all blank).
 - (iii) **Loan Term** is: 30 year; 20 year; 15 year; _____ year ("30 year" if all blank).
 - (iv) **Interest Rate** is: (Reference to "prevailing" rate is not permissible)
 - a fixed rate not to exceed _____ % per year for a fixed rate loan, or;
 - an initial interest rate not to exceed _____ % for an adjustable rate loan.
 - (v) **Loan Discount Fees** are not to exceed _____ ("0" if blank) % of the Loan Amount.
- (b) **Second Loan/Grant** is a _____ year Fixed Rate Adjustable Rate loan/grant in an amount not to exceed \$ _____; or _____ % of the Purchase Price with an interest rate (initial or fixed) not to exceed _____ %.

(2) **Interest Rate Protection.** Provided Purchaser complies with the provisions of Paragraph 10(B)(1), Purchaser may cancel this Contract if, at the time of loan application, Purchaser is not able to lock in at interest rates and loan discount fees at or below the rates and fees set forth in Paragraph 10(B)(1). If an interest rate is not set forth in Paragraph 10(B)(1) or, if Purchaser elects not to lock in an interest rate at the time of application (i.e. to "float"), Purchaser shall be obligated to accept a Loan Commitment for the applicable loan at any available interest rate with any required loan discount fees. Purchaser must lock in an interest rate no later than 10 days before the Contract Closing Date.

(3) **Commitment.** The written approval of Purchaser's application for a loan must have commitment and interest rate expiration dates after the Contract Closing Date **and must not be conditioned upon:** initial underwriting approval by the lender, verification of credit, receipt of an appraisal, payment of debt (other than mortgage(s) encumbering Purchaser's Property if Paragraph 7(A)(2)(a) is answered "Yes"), verification of funds or initial verification of employment ("Loan Commitment"). Purchaser shall deliver to Seller's attorney a **complete** copy of the Loan Commitment and notice of its acceptance by Purchaser within 3 Business Days after Purchaser's acceptance of a Loan Commitment. If a Loan Commitment within the terms set forth in Paragraphs 10(B)(1) through 10(B)(2) is not issued to and accepted by Purchaser by (choose either (a) or (b) below ("**b**") if both (a) and (b) blank))

- (a) _____ [insert date]; or
- (b) _____ ("**45**" if blank) days after the later of (1) the Effective Date; or (2) satisfaction or waiver of the latest of any applicable (i) Sale Contingency, (ii) Investigation Contingency, or (iii) _____

("Loan Commitment Due Date"), either Party may cancel this Contract at any time prior to Purchaser's acceptance of a Loan Commitment on terms the same as or different than those set forth in Paragraphs 10(B)(1) through 10(B)(2). Either Party may cancel this Contract if a Loan Commitment is granted but later cancelled without fault on the part of Purchaser. Purchaser shall promptly notify Seller of any Loan Commitment cancellation.

(4) **Cooperation.**

- (a) Seller shall promptly and in good faith cooperate with reasonable requests by Purchaser's lender(s) to provide access to the Property and Included Items and to execute documents which, except for the FHA/VA Option Clause, do not modify the terms of this Contract.
- (b) Purchaser hereby authorizes and agrees to execute any documents required to authorize Purchaser's lender(s) to deliver a complete copy of each Loan Commitment, without any account numbers shown, to Seller's attorney and the Brokers (as defined in Paragraph 19).

(C) **Loan Assumption.** A loan is being assumed (See *Loan Assumption Rider*).

(D) **Seller Financing.** Seller is holding a purchase money mortgage (See *Seller Financing Rider*).

11. **STATUS OF TITLE.** Purchaser will accept title to the Property and Included Items subject to the encumbrances set forth in Paragraph ATC5 and: _____ ("**Nothing further**" if blank).

12. **IMPROVEMENTS.**

(A) **Intended Uses and Improvements.** **CAUTION: This Property may have easements, rights of way and restrictions which may affect intended uses of or improvements to the Property. Purchaser may be acquiring**

1196 Big Tree Rd

Aurora

NY

14052



Seller Initials



Purchaser Initials

the Property subject to these encumbrances unless intended uses or improvements, different from the current uses and improvements as set forth in Paragraph 3(C) ("Current Uses/Improvements"), are listed below.

- (1) Purchaser intends to use the Property for a one two three four -family dwelling or other _____ ("Intended Uses").
- (2) Purchaser intends to make the following specific improvements on or modifications to the Property or make the following specific use of the Property (for example, erection of fence, swimming pool or garage, parking of recreational vehicles): _____ ("Intended Improvements").
- (3) If any Intended Uses or Intended Improvements, different from the Current Uses/Improvements, are listed in subparagraphs (1) and/or (2) above, within 10 Business Days after the Effective Date, Seller will provide Purchaser with a copy of Seller's existing survey map and of all restrictions, easements and rights of way affecting the Property as is or should be disclosed in the Search and/or Survey. If Purchaser finds that any restriction, easement or right of way is inconsistent with any of the above-stated Intended Uses or Intended Improvements, then Purchaser may cancel this Contract within 7 Business Days after receipt of (i) a copy of Seller's existing survey map or, if not available, the Survey, and (ii) a copy of all restrictions, easements and rights of way required to be provided by Seller under this Paragraph 12(A)(3).

(B) Certificates/Approvals. Seller shall obtain certificates/approvals valid through the date of Closing issued by appropriate governmental authorities evidencing compliance with all applicable laws, ordinances, regulations and codes relating to the Current Uses/Improvements and as disclosed in this Contract (excluding the Intended Uses and Intended Improvements which are different from the Current Uses/Improvements) and/or required for the transfer of the Property (for example: certificate of occupancy, sump pump certificate and approvals of non-public sewage disposal and water supply) ("Certificates/Approvals"). However, Seller shall have no obligation to supply a certificate of occupancy or certificate of compliance for occupancy of the Property if the Property has been occupied solely as a one or two family dwelling.

(C) Order and Delivery.

- (1) **Order.** Certificates/Approvals not already in Seller's possession shall be ordered, all applicable testing and inspections shall be requested, and all applicable application fees shall be paid by Seller no later than 7 Business Days after the later of (i) the Effective Date, and (ii) the satisfaction or waiver of the Attorney Approval Contingency, Property Inspection Contingency, Lead-Based Paint Inspection Contingency, Sale Contingency and Investigation Contingency, if applicable. Any reinspection or additional fees shall be paid promptly by Seller.
- (2) **Delivery.** Seller shall deliver to Purchaser's attorney a copy of all Certificates/Approvals at least 5 Business Days prior to the Contract Closing Date, except if delayed pursuant to Paragraph 12(D). The originals of all Certificates/Approvals obtained shall be delivered to Purchaser at Closing.

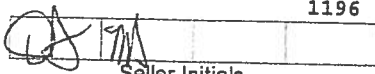
(D) Objections. If Purchaser gives Seller notice of valid objection to the legal status or legal use of any of the structures or other improvements located on the Property ("Condition Defects"), or if Seller receives notification from the applicable governmental authority that there is any problem which needs to be corrected before any one or more of the Certificates/Approvals can be obtained ("Corrective Faults"), Seller shall, at Seller's expense, correct the Condition Defects and Corrective Faults, and have all necessary governmental inspections completed, prior to the Contract Closing Date. However, Seller may, within 10 Business Days following receipt by Seller or Seller's attorney of a notice of Condition Defects, a notice that Corrective Faults must be corrected, and/or a notice that an inspection cannot be conducted due to weather conditions, governmental delays or governmental policies, notify Purchaser that Seller will not (i) correct the Condition Defects and/or Corrective Faults, and/or (ii) obtain one or more Certificates/Approvals (a "Non-Correction Notice") provided Seller has timely complied with Seller's obligations under Paragraph 12(C)(1), if applicable. If, within 10 Business Days following receipt by Purchaser or Purchaser's attorney of a Non-Correction Notice, Purchaser does not elect to accept the Property and Included Items subject to the Condition Defects and Corrective Faults and without Certificates/Approvals which cannot be obtained, either Party may cancel this Contract. Nothing in this Paragraph 12 is intended to affect the rights of Seller or Purchaser under General Obligations Law Section 5-1311, or as otherwise provided under this Contract.


13. KEYS. At Closing, unless the Parties have made other prior satisfactory arrangements, Seller shall deliver to Purchaser all keys, security and access codes, and remote control openers (which must be in working order) for the Property, except as follows: _____ ("no exclusions" if blank).

14. CLOSING.

(A) Closing Date. Closing shall be at the County Clerk's Office on the date set forth below or, if that date is not a Business Day, on the next Business Day. ("**2**" if both (1) and (2) blank). Time is not of the essence.

- (1) 04/29/2016 [insert date], or
- (2) _____ ("**60**" if blank) days after the later of (a) the Effective Date; or (b) satisfaction or waiver of the latest of any applicable (i) Sale Contingency, (ii) Investigation Contingency, or (iii) _____

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Seller Initials


Purchaser Initials

(the "Contract Closing Date"), or at such other time and place as the Parties mutually agree.

(B) **Time of Essence Notice.** Either Party (the "Declaring Party") may, at any time after the Contract Closing Date, notify the other Party that time is of the essence, which notice shall set a specific time for Closing on a Business Day that is on or after the 7th Business Day following receipt of the notice by the other Party or the other Party's attorney, provided (i) the Declaring Party has completed each obligation required of the Declaring Party by this Contract to be completed prior to Closing (a "Pre-Closing Obligation"), (ii) the number of days specified in this Contract for the completion of a Pre-Closing Obligation prior to Closing, if applicable, has or will have elapsed following actual completion of the Pre-Closing Obligation, (iii) the number of days available under this Contract to the other Party following the completion of a Pre-Closing Obligation, if applicable, has or will have elapsed following actual completion of the Pre-Closing Obligation, and (iv) the contingencies in this Contract for the benefit of the Declaring Party have been satisfied or waived, or, absent a default by the other Party, will or could be satisfied at Closing.

15. **TAXES, ADJUSTMENTS AND CREDITS.**

- (A) **Special Tax Assessments.** Purchaser will accept title to the Property subject to, and will pay, all Special Tax Assessments that may be payable in installments not yet due and payable as of Closing. Any Special Tax Assessment payable in installments may be so paid on the installment due date at the election of Seller.
- (B) **Water Charges and Delinquent Taxes.** Seller shall pay all water charges until Closing and all prior fiscal years' taxes and tax assessments, including interest and penalties.
- (C) **Items To Be Adjusted.** There shall be prorated and adjusted, as of 12:00 midnight prior to the date of Closing: rents; royalties; propane; fuel oil; mortgage interest for assumed mortgages; all current fiscal years' taxes, assessments and installments of amounts appearing on current tax bills computed on a fiscal year basis; Special Tax Assessments; flat rate water charges; sewer charges; user fees; license and/or registration fees; and the following items: _____ For adjustment purposes, all rents and royalties due as of the date of adjustment will be considered paid to Seller. If Closing occurs before a new tax rate is fixed, the apportionment of taxes shall be made on the basis of the most recent tax rate applied to the latest assessed valuation and the provisions of Paragraph 15(E) shall not apply.
- (D) **Items To Be Credited.** There shall be assigned and/or credited to the appropriate Party at Closing: security deposits and any accrued interest thereon; assumed mortgage escrows; the principal balance of and any accrued interest on any assumed mortgage; the principal balance of and any interim interest on any mortgage held by Seller; all penalties and interest on current fiscal years' taxes, assessments and Special Tax Assessments due as of Closing; increases in taxes due to an exemption termination, removal or revocation for the period from the date of the loss of the exemption to the date of Closing; and any other credits provided for in this Contract.
- (E) **Post Closing Adjustment.** Any errors and/or omissions in the computations used for Closing of adjustments, credits and/or taxes, including any increases due to an exemption termination, removal or revocation, which exceed \$100.00 in the aggregate, shall be corrected upon discovery and paid within a reasonable period of time following a demand for payment.
- (F) **Loans.** All loans which appear on any tax and/or utility bill(s) shall be paid in full by Seller prior to or at Closing.

16. **RIDERS AND ATTACHMENTS.** This Contract includes the following Riders and attachments marked below:

- Lead-Based Paint Rider ("LBPR")** **Rented Property Rider ("RPR")** **Safe Contingency Rider ("SCR")**
- Vacant Land Rider ("VLR")** **Loan Assumption Rider ("LAR")** **Seller Financing Rider ("SFR")**
- Condominium/Homeowners' Association Rider ("CHAR")** **Property Condition Disclosure Statement ("PCDS")**
- FHAVA Option Clause** **Agricultural Disclosure Rider ("ADR")**
- Other:** _____ ("None" if blank)

17. **SIGNATURES.** This Contract shall not become binding unless all Parties sign it, initial it (where appropriate) and deliver it so that it is received by all Parties or their respective attorneys no later than 5:00 p.m. on _____ (If blank, this paragraph is not applicable).

18. **ATTACHMENT OF ADDITIONAL TERMS AND CONDITIONS.**

(A) **Receipt and Release.** By initialing below, the Parties acknowledge having received and reviewed the attached ATC. *This Contract shall be void if all Parties do not acknowledge below that they received the ATC.*

Seller Initials			
CA	MM		

Purchaser Initials			
[Signature]			

(B) **Changes.** Changes have have not ("**have not**" if blank) been made to the ATC. If "have not", any changes made to the ATC other than in Paragraphs 1 through 20 or in any Rider or Addendum shall be ineffective.

1196 Big Tree Rd

[Signature]			
Seller Initials			

Aurora

NY

14052

[Signature]			
Purchaser Initials			

19. **BROKERS.** The brokers listed below (individually a "Broker" and collectively the "Brokers") are:

LISTING REAL ESTATE BROKER

RE/MAX Hometown Choice Dawn M. LoPresto 40LO1157778
 Broker Agent Lic. #
 5989 Big Tree Road Lakeville NY 14480
 Address
 5853463700 5853463741 10991211801
 Office Phone/Fax Brokerage Lic. #
 5857946887 DMBL1214@hotmail.com
 Other Phone E-mail

SELLING REAL ESTATE BROKER

Hunt Real Estate ERA Amy G Mayfield 30MA0708878
 Broker Agent Lic. #
 8780 Sheridan Drive Williamsville NY 14221
 Address
 7166335350 7166335947 39HU0606354
 Office Phone/Fax Brokerage Lic. #
 agm1031@aol.com
 Other Phone E-mail

20. **OTHER TERMS.** (If blank, this paragraph is not applicable.) In the event of a conflict between the provisions of this paragraph and the provisions of any other paragraph of this Contract, the provisions of this paragraph shall control.

CAUTION: Any Property Condition Disclosure Statement provided by Seller must be delivered to Purchaser and a copy attached to this Contract before Purchaser signs this Contract.

M Socha 2/22/16
 Seller Michele Socha Date
D Socha 2/22/16
 Seller David Socha Date
 Seller Date
 Seller Date
 Signature of authorized agent of Escrow Agent Date
 Name of authorized agent: Remax Hometown Choice

Jennifer Jennings 02/16/2016
 Purchaser Jennifer Jennings Date
 Purchaser Date
 Purchaser Date
 Purchaser Date

Deposit received: Yes No
[Must be signed even if Deposit has not been received.]

SELLER'S ATTORNEY

Firm Attorney
 Address
 Telephone Fax
 E-mail address

PURCHASER'S ATTORNEY

Hopkins, Sorgi etc Peter Sorgi
 Firm Attorney
26 Mississippi Street
 Address
(716) 714-5699
 Telephone Fax
psorgi@hrs-legal.com
 E-mail address

1196 Big Tree Rd

Aurora NY 14052



March 29, 2016

Zoning Board of Appeals
Town of Aurora
300 Gleed Avenue
East Aurora, New York 14052

Re: Request for Area Variance
Property: 1196 East Main Street, Town of Aurora, NY
Applicant: Cardea Health

Dear Zoning Board of Appeals:

Our firm represents Dr. Jennifer Jennings of Cardea Health, who, as agent for a limited liability to be formed, has entered into a contract to purchase 1196 East Main Street in the Town of Aurora, New York (the "Property"). This letter shall explain Dr. Jennings' proposed use of the Property and grounds for an area variance.

Proposed Use

Dr. Jennings proposes to use the Property for her personal residence and to operate Cardea Health, which is a business Dr. Jennings owns in Cheektowaga and Dunkirk.

Cardea Health Integrative is a woman-owned progressive integrative medical practice with a 30-year history of care that focuses on the whole patient. Following a comprehensive history and exam, practitioners utilize diverse healing tools customized to each patient and may include hyperbarics, far infrared sauna, nutritive support, mineral pool, massage, acupuncture and more. This innovative medical model is similar to holistic models instituted at Cleveland Clinic, Duke and University at Kansas Medical Center. More information regarding Cardea Health can be found on the company's website at <http://cardeahealthwny.com> and at Exhibit A.

Consistent with Cardea Health's mission, one of the goals in selecting 1196 East Main Street is have a location that integrates the natural aesthetics of the Property with the treatment in a tranquil setting. Accordingly, 1196 East Main Street is an ideal location.

1196 East Main Street

HOPKINS SORGI & ROMANOWSKI PLLC
Attorneys at Law

26 Mississippi Street, Suite 400 • Buffalo, New York 14203
Office: 716-714-5699 • Fax: 716-424-2171 • www.hsr-legal.com

Consistent with Cardea Health's mission, one of the goals in selecting 1196 East Main Street is have a location that integrates the natural aesthetics of the Property with the treatment in a tranquil setting. Accordingly, 1196 East Main Street is an ideal location.

1196 East Main Street

The Property consists of 83.22± acres and has a very large main house consisting of 5,300± square feet, a second house and a barn. Cardea Health's operations and Dr. Jennings' residence would be located in the main house. The second house and barn are not proposed to be used as part of Cardea Health's operations. A copy of the survey of the Property is attached as Exhibit B.

Of the 83.22± acres, 65.72± acres are permanently preserved open space subject to a recorded Conservation Easement, a copy of which is attached as Exhibit C. The Conservation Easement, along with the location of nearby properties, shown at Exhibit D, clearly show that there exists substantial buffering of the portion of the Property to be utilized from nearby residential uses.

Zoning

The Property is zoned Agricultural, as shown of the Town Zoning Map attached as Exhibit E. Pursuant to the Town's Table of District Regulations contained in the Town's Zoning Code, a copy of which is attached as Exhibit F, the proposed use is allowed pursuant to Table of District Regulations R1(5), as incorporated by referenced by Table of District Regulations (A(1), R2(1) and R3(1) which allows medical offices within primary residences limited to 1 employee. This application is for an area variance as up to 10 employees are proposed.

Grounds for Area Variance

New York State Law § 267-b(3) set forth the standards for the granting of area variances as follows:

3. Area variances.

(a) The zoning board of appeals shall have the power, upon an appeal from a decision or determination of the administrative official charged with the enforcement of such local law, to grant area variances as defined herein.

(b) In making its determination, the zoning board of appeals shall take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. In making such determination the board shall also consider: (1) whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created; which consideration shall be relevant to the decision of the board of appeals, but shall not necessarily preclude the granting of the area variance.

In making its determination the ZBA must balance “the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant.” Here, there are clearly benefits to the applicant if the application is granted—namely, Cardea would be able to operate its business in a setting consistent with Cardea Health’s mission, which integrates the natural aesthetics of the

Property with the treatment in a tranquil setting. Accordingly, 1196 East Main Street is an ideal location.

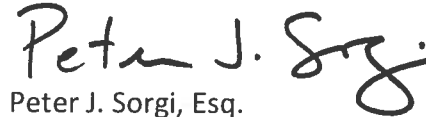
The five factors listed in § 267-b(3)(b) provide guidance as to the types of issues that can be considered, but are not dispositive in regards to area variances.

1. **“whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance”**: The variance would not produce an undesirable change in the character of the neighborhood or a detriment to nearby properties. In fact, the size of the property and the conservation easement allow for buffering and will be consistent with the neighborhood which contains residences, businesses and NYS Rt. 400. Moreover, this use transitions a property which has sat vacant for several years into an active and vibrant use.
2. **“whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance”**: There is no other method to achieve the benefit sought.
3. **“whether the requested area variance is substantial”**: The variance is not substantial, when considering the size of the parcel and the ability to have the extra employees on site.
4. **“whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district”**: No structure will be enlarged nor will any improvements be altered. The conservation easement will leave the majority of the property in its natural setting.
5. **“whether the alleged difficulty was self-created”** – the alleged difficulty was not

self-created, but rather the difficulty was created by the limitations set forth in the code which do not differentiate between sizes of parcels. The difficulty has also arisen from the changing of housing needs whereby larger estates are either not desired or not possible to purchase, which has resulted in the property sitting vacant for several years.

Sincerely,

HOPKINS SORGI & ROMANOWSKI PLLC

A handwritten signature in black ink that reads "Peter J. Sorgi". The signature is written in a cursive style with a large, stylized "S" at the end.

Peter J. Sorgi, Esq.

Enc.

cc: Martha Librock, Town Clerk
Dr. Jennifer Jennings

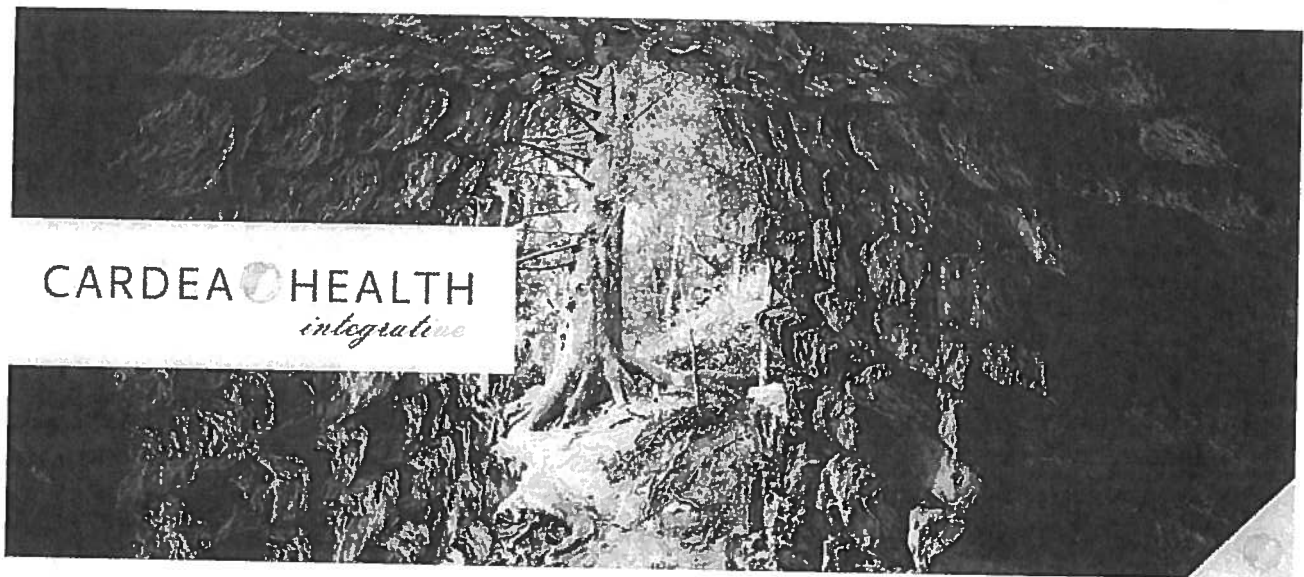
EXHIBIT A

CARDEA HEALTH

integrative

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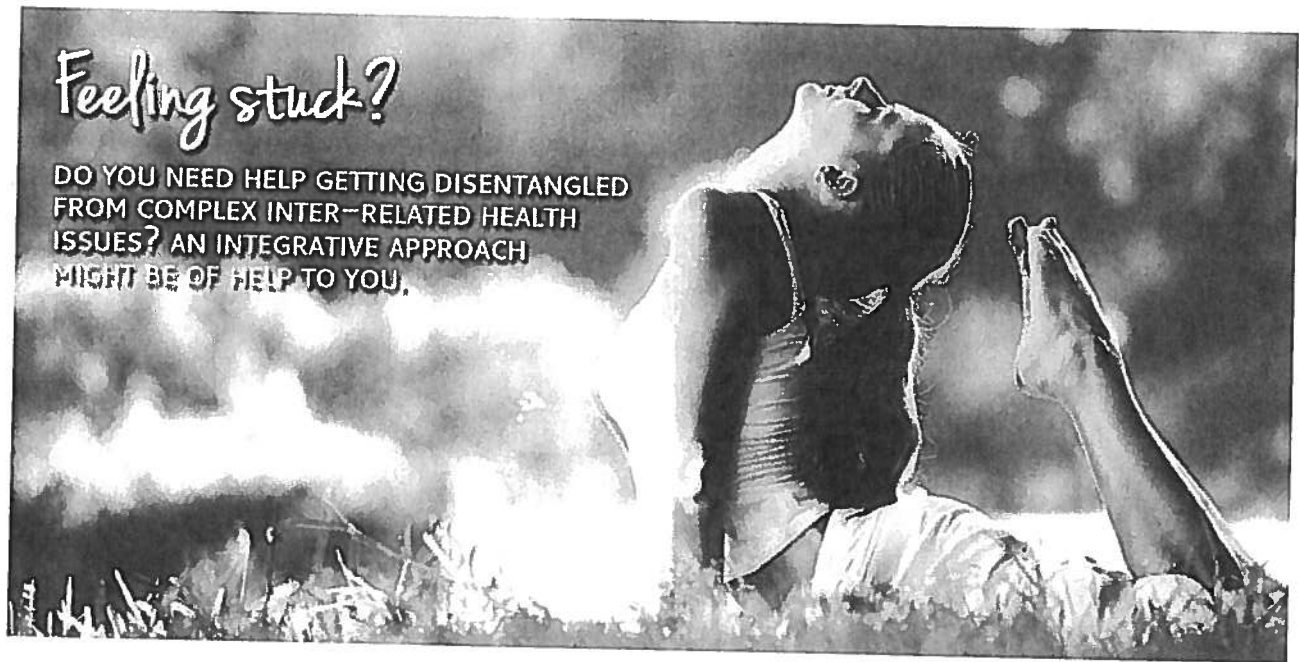
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Home > Our Unique Approach



Functional Medicine is the future of conventional medicine.

It seeks to identify and address the root causes of disease, and views the body as one integrated system, not a collection of independent organs divided up by medical specialties. It treats the whole system, not just the symptoms.

What is it?

To integrate means “To make into a whole by bringing all parts together; unify.” Integrative Medicine (IM) is a term that describes a design of caring for patients considering mind, body and soul. Integrative practitioners globally assess patients, examining [in depth] the role of genetics, environmental exposures, risk factors for disease, the role of nutrition, exercise, stress and sleep on the manifestation of disease. Often times, integrative providers will analyze risk factors and treat for “pre” disease states, slowing the progression or even halting the presentation of an official disease state. The emergence of integrative medicine has offered patients a healing centered model focused on shared decision making.

Why is CHI’s Integrative Approach Important?

Integrative medicine is the future paradigm for holistic health care: the cornerstone of care is preventive medicine and the focus is identifying the root cause of disease or symptomatology. Patients are more educated than ever before and desire to be a partner in their healthcare decisions. Many patients that seek IM are interested in a patient centered relationship, whereas there are informed decisions and treatment options. They value spending time with the provider, feeling heard and developing a trusting relationship where healthcare beliefs are considered and valued.

Are Certain Disease States Well Suited for Integrative Medicine?

All disease and healthy states are well suited for integrative medicine. Many patients want to maintain their youth and good health – they desire knowledge on recommended supplements and lifestyle changes. We also see many patients who have seen numerous providers and have not found a cause for their symptoms. It is not unusual for patients with autoimmune, fatigue, fibromyalgia, GI disorders, menopause, thyroid disease or cancer to visit integrative centers. Often times, patients are seeking comprehensive care for a complex, long standing disease state. It is important to remember that it takes years for disease to manifest and it will take time to support the body to heal, however with a committed provider and patient partnership, positive outcomes will result.

Patients often say, “I wish I would have found you sooner”.

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Nutrient IV Therapy can instantly infuse every cell in your system with a powerful dose of nutrients to rapidly replenish your health and revitalize your body. It is scientifically shown to reverse adverse conditions related to stress, sleep, moods, migraines, depression, and autoimmune disorders. As your system is immersed with nourishing nutrients, revel in relaxation and indulge in the bliss of the spa-like setting as you experience this safe and effective treatment for healing, health, and happiness.

Sit back, relax, and bask in the benefits as your body is quickly quenched with vitamins, minerals, and amino acids that protect and correct your health.

IV Therapies at Cardea Health Integrative include:

CHELATION THERAPY



TRIPLE OXYGEN THERAPY

UVB (ULTRAVIOLET LIGHT) THERAPY

OXIDATIVE THERAPY

NUTRITIONAL & VITAMIN C THERAPY

BIO-ENERGETIC TESTING

MYERS' COCKTAIL

PERSONALIZED IV INFUSIONS

NUTRITION COUNSELING

Pricing and memberships are as followed:

CARDEA HEALTH

iv infusions

Fee Schedule:

INITIAL CONSULTATIONS \$195

OFFICE VISITS \$75

IV Therapies:

CHELATION THERAPY \$130

NUTRITIONAL THERAPY \$130

VITAMIN C THERAPY \$130

OXIDATIVE THERAPY \$130

TRI-OX THERAPY \$130

TRI-OX WITH UVB THERAPY \$170

DENTAL DETOX THERAPY \$130

MACULAR DEGENERATION THERAPY \$130

DOUBLE TREATMENTS (2 IVS, SAME DAY) \$200

Other Treatments:

PROLOZONE INJECTIONS \$50

RECTAL INSUFFLATION OF TRI-OX \$50

B12 INJECTIONS \$25

EDS Testing (Bio-Energetic Screening):

INITIAL SCREENING \$150

FOLLOW-UP TESTING \$98

Special Discounts (offers cannot be combined)

PACKAGE PLAN
(10) \$130 TREATMENTS FOR \$1,200

SPOUSE DISCOUNT
10% OFF IV TREATMENTS

All fees are per visit. Payment is expected at the time services are rendered. We do accept cash, checks and credit cards (Visa, Mastercard, Discover and Amex). This office does not participate with any insurance plans. Most insurance plans do not pay for alternative medicine treatments. Fees are subject to change, there may be an additional charge if extra vitamins and/or nutrients are added to a standard IV mix.

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🏠 > Chelation Therapy



CHELATION THERAPY

Chelation is the chemical process by which a metal or mineral (such as lead, mercury, copper, iron, arsenic, aluminum, calcium, etc.) is bonded to another substance. It is a natural process, basic to life itself.

Chelation:

The process of which trace elements are bonded to amino acids, ensuring absorption into the body.

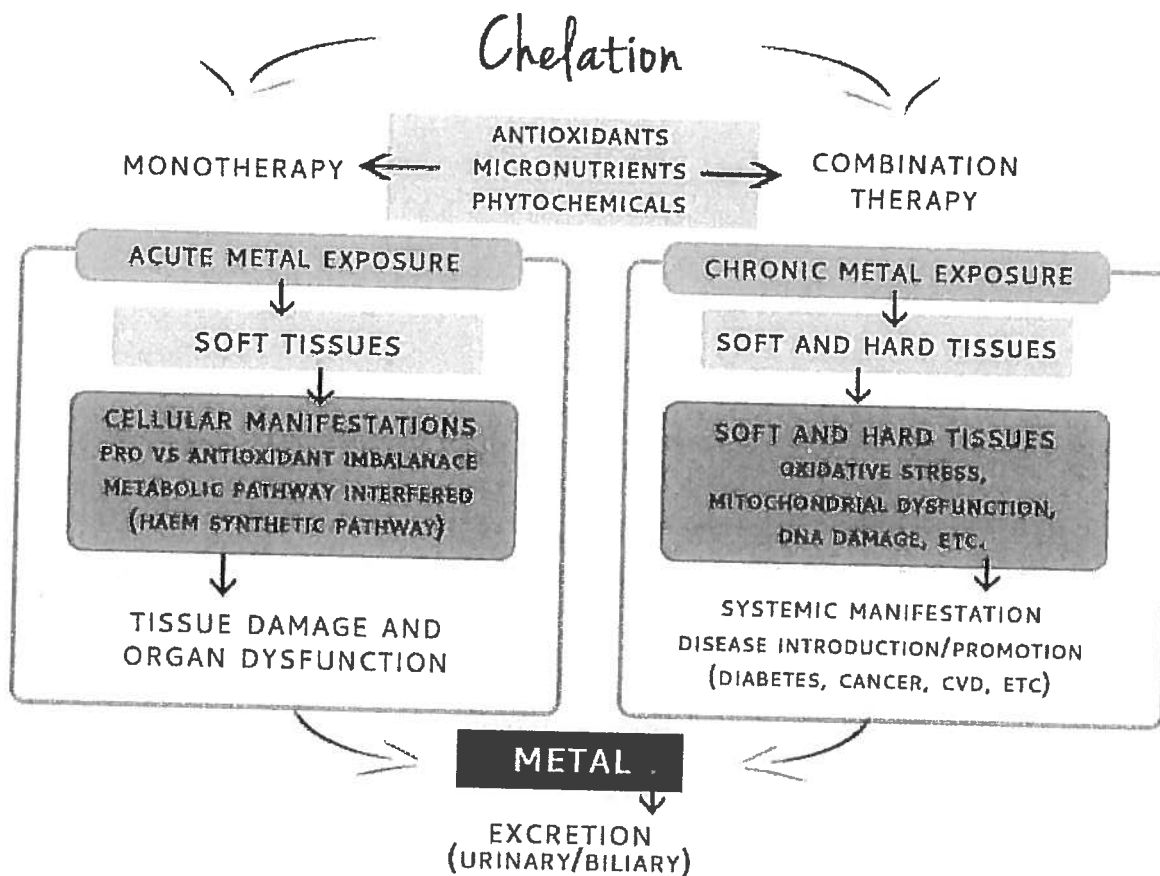
- Collins English Dictionary.

Chelation is one mechanism by which such common substances as aspirin, antibiotics, vitamins, minerals and trace elements work in the body. EDTA (ethylene diamine tetra acetic acid) is a synthetic amino acid which has the ability to attach itself to metals and minerals, forming a particular kind of bond called a chelate. Heavier metals such as lead have a greater affinity for EDTA and form stronger bonds.

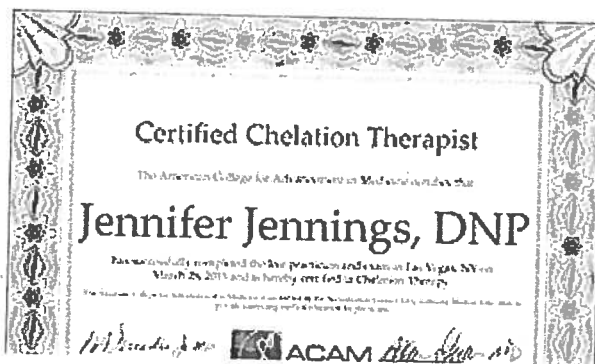
Chelation Therapy – Is the intravenous infusion of a synthetic amino acid, EDTA, into the bloodstream. As it moves through the blood vessels, it cleanses away toxic metals and calcium deposits that form plaque.



You may benefit from EDTA Chelation Therapy if you have or have had many different problems including: angioplasty, leg cramps, poor circulation, diabetes, bypass surgery, arthritis and angina.



For additional information on Chelation Therapy, Email cardeahealthwny@gmail.com, or reach out via our **Contact Page**.





[Click Here To View/Download Chelation Therapist Certificate from ACAM.](#)

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🏠 > Triple Oxygen Therapy

TRIPLE OXYGEN THERAPY



Triple Oxygen Therapy is one of nature's most powerful oxidants and is used to treat a wide range of illnesses, such as: wound infections, diabetes, heart disease and colitis. At higher concentration, triple oxygen exhibits strong germicidal effect destroying virus, bacteria and fungus. At a lower concentration, triple oxygen stimulates the delivery of oxygen to the cells and enable the immune system to function properly. This IV Therapy is often used in conjunction with Chelation Therapy.

For additional information on Triple Oxygen Therapy, Email CardeaHealthWNY@Gmail.com, or reach out via our **Contact Page**.

Go to: [Chelation Therapy](#)

Hours of Operation

2470 Walden Avenue

Cheektowaga, NY 14225 ::

Tuesday & Friday 8am - 4pm

Wednesday 8am - 12pm

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🏠 > UVB (Ultraviolet Light) Therapy

UVB (ULTRAVIOLET LIGHT) THERAPY



UVB (Ultraviolet Light) Therapy is used in conjunction with TriOx therapy to eradicate bacteria, virus, fungus, mold, and parasites. UVB light kills infections of all sorts, and the energy is transferred from the light to the blood and is spread to every cell in the body.

UVB Therapy is designed to produce the following beneficial reactions:

- Anti-inflammatory effects
- Improved micro circulation and oxygenation of tissues
- Stimulation of the immune system
- Increased tolerance of the body towards radiation or chemotherapy.
- Cardiovascular protection through increased metabolism of cholesterol, uric acid, and glucose
- Resolution of vascular spasms
- Powerful anti-infection properties

With the overuse of antibiotics, many bacteria have become resistant to light and oxygen, making this an invaluable therapy.

For additional information on UVB (Ultraviolet Light) Therapy,
Email CardeaHealthWNY@Gmail.com, or reach out via our **Contact Page**.

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Home > Oxidative Therapy

CHELATION THERAPY

TRIPLE OXYGEN THERAPY

OXIDATIVE THERAPY

UVB (ULTRAVIOLET LIGHT) THERAPY

OXIDATIVE THERAPY

We know there can be too much oxidation in the body. Oxidation is the process through which the body converts sugar into energy. The body also uses oxidation as its first line of defense against bacteria, virus, yeast and parasites. Even breathing oxygen is an oxidative process. When we use the principals of oxidation to bring about improvements in the body it is called a therapy herein referred to as Oxidative Therapy.

LIFE CHANGING NUTRITION PROGRAM

A number of substances are known to cause oxidation in the body, but the most important of these is hydrogen peroxide. Hydrogen peroxide, when exposed to blood or other body fluids containing the enzyme catalase, is chemically split into oxygen and water. A small amount of hydrogen peroxide can supply large amounts of oxygen to the tissue.

Injections of Hydrogen Peroxide are not new. Its intravenous use was first reported by Dr. T.H. Oliver in the British Medical Journal (Lancet) in 1920. The use of hydrogen peroxide injections to generate oxygen in the body has been studied at many major medical research centers throughout the world. Today, between 2 and 100 scientific

articles are published each month about the chemical and biological effects of hydrogen peroxide.

There are many theories about the different functions of hydrogen peroxide in the body and a great deal of scientific material supports almost every one. Hydrogen peroxide is produced in the body in different amounts for different purposes. It is part of a system which helps your body regulate all living cell membranes. Scientists are discovering the function of hydrogen peroxide in the body is far more complex and important than previously realized.

For additional information on Oxidative Therapy, Email CardeaHealthWNY@Gmail.com, or reach out via our **Contact Page**

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Home > Nutritional & Vitamin C Therapy

NUTRITIONAL & VITAMIN C THERAPY

One of the most widely used nutrients in IV therapy is vitamin C. This vitamin has been studied for its beneficial actions in cancer treatment for over 25 years. It has been shown that at high doses, vitamin C is preferentially cytotoxic (destructive) to tumor cells, yet spares healthy tissue. A recent 2013 article demonstrated the safety and efficacy of high-dose vitamin C therapy in patients with pancreatic cancer who were concurrently receiving chemotherapy medications. The IV therapy protocol group had a survival time that was double that of standard treatment alone!



Also, this therapy has been shown to improve quality of life for breast cancer patients and reduce inflammation markers, which is important for a better prognosis. The same trial showed that IV vitamin C decreased tumor markers in 77% of prostate cancer patients and 73% of breast cancer patients.

Recent scientific papers have also concluded that IV Vitamin C does not interfere with the effectiveness of chemotherapy and in fact can reduce the side effects for those receiving conventional medical therapies.

A Vitamin C IV is also highly recommended immediately after the removal of amalgam dental fillings. Several research studies have indicated that vitamic C is able to bind the mercury present in amalgam fillings, and safely chelate (remove) it from the body.

For additional information on Vitamin C Therapy, Email cardeahealthwny@gmail.com, or reach out via our **Contact Page**

Read More: High Dose Vitamin C Questions & Answers from the National Cancer Institute.

Read More: Assessing the Efficiency & Safety of Intravenous Vitamin C in Combination with Standard Chemotherapy for Pancreatic Cancer.

VIDEO: Vitamin C Therapy & Cancer Prevention.

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🏠 > Bio Energetic Testing

BIO-ENERGETIC TESTING



Electrodermal Screening (EDS) Test or Bio-energetic Testing – just what is it? According to traditional Chinese medicine, a form of bodily energy called chi is generated in internal organs and circulates throughout the body, forming paths near the surface of the skin called meridians. This whole-body network is called the meridian system. Acupuncture points are the points on the skin, usually located on meridians, where the circulation of chi can be manipulated. The meridian energy flow also carries with it information about internal organs that can be used in diagnosis. This is the basis of the electrodermal screening test. The EDS test works by measuring electrical resistance and polarization at acupuncture points and meridians. Through these safe, skin-level measurements, it is possible to analyze the bio-energy and bio-information produced by internal organs and systems.

The EDS test is one of the most thorough, powerful, and promising modern holistic medical/diagnostic methodologies. The EDS test succeeds at addressing the body holistically for a number of reasons:

1. A standard EDS examination enables the practitioner to quickly and safely collect information on 40 individual systems.

2. The bio-information signal read by the EDS device is a very direct and true description of the condition of the body because the body creates it.
3. The meridian network regulates or at least participates in every type of bodily function, so naturally it is a very good means by which to monitor the function of the whole body.
4. Medicine testing allows the technician to test any and every type of medication on the individual patient. This allows the technician to explore all types of available treatment and determine possible side effects with no risk to the patient.

For additional information on Bio Energetic Testing, Email CardeaHealthWNY@Gmail.com, or reach out via our **Contact Page**.

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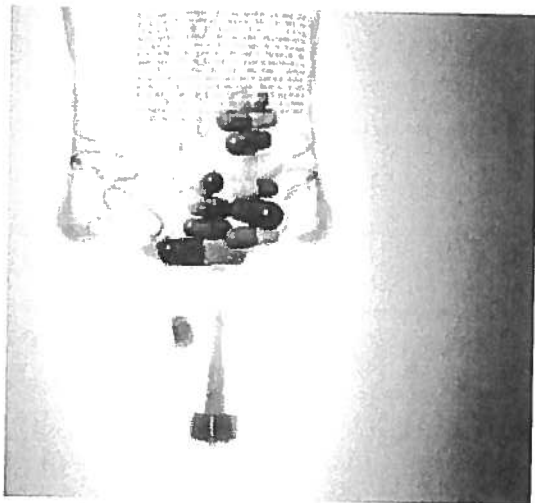
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Home > Myers' Cocktail

MYERS' COCKTAIL

The Myers' Cocktail combines magnesium, calcium, B vitamins, and vitamin C. This combination of nutrients is versatile for immune boosting and adrenal support. Myers' cocktails have been found effective against a variety of conditions including chronic fatigue, depression, fibromyalgia, muscle spasms, asthma, seasonal allergic rhinitis, sinusitis, cardiovascular disease, adrenal fatigue, acute/chronic infections, chronic pain, migraines and quick recovery for athletes. Nutrient depletion can be caused by poor diet, refined foods, alcohol, smoking, chronic illness and emotional & physical stress. Stress "eats up" nutrients, especially B vitamins and magnesium.



Vitamin C has antioxidant, antiviral, antihistamine and in high doses, pro-oxidant anti-cancer properties. I.V. Vitamin C is indicated for immune support, allergies, wound healing, viral conditions and in some cases acute bacterial infections. Vitamin C can also be given to cancer patients with approval from an oncologist.

Magnesium deficiency is common, which may result in muscle spasms and fatigue. Replenishing this mineral is especially useful to treat asthma (bronchial spasms), high blood pressure (spasm of blood vessels), menstrual cramps (spasm of the uterus), migraines (spasm of blood vessels), and adrenal fatigue.

Glutathione is a powerful antioxidant which neutralizes free radicals, enhances the immune system, and improves liver detoxification. It also improves symptoms related to neurological conditions such as Parkinson's disease and nerve tissue damage from chemotherapy and diabetes. Glutathione is also highly effective to speed recovery from respiratory & sinus infections.

Alpha-Lipoic Acid (ALA) is a key antioxidant possessing neuroprotective and anti-aging properties. ALA is both water and fat soluble, allowing it to eliminate free radicals throughout the body including the brain. ALA enhances the activity of vitamins C and E, Co-Q 10 and increases levels of glutathione in the cells. ALA is effective for conditions such as asthma, cataracts, metal poisoning, radiation exposure, heart and liver disease, diabetic neuropathy, autoimmune diseases, inflammation and rheumatoid arthritis.

Nutrients in Meyers' Cocktail:

Magnesium chloride hexahydrate 20% (magnesium)	2-5 mL
Calcium gluconate 10% (calcium)	1-3 mL
Hydroxocobalamin 1,000 mcg/mL (B12)	1 mL
Pyridoxine hydrochloride 100 mg/mL (B6)	1 mL
Dexpanthenol 250 mg/mL (B5)	1 mL
B complex 100 (B complex)	1 mL
Vitamin C 222 mg/mL (C)	4-20 mL

For additional information on Meyers' Cocktail and Nutritional IV Therapy, Email CardeaHealthWNY@Gmail.com, or reach out via our **Contact Page**.

Read More: Review – Intravenous Nutrient Therapy: the “Myers' Cocktail’ by Alan R. Gaby, MD.

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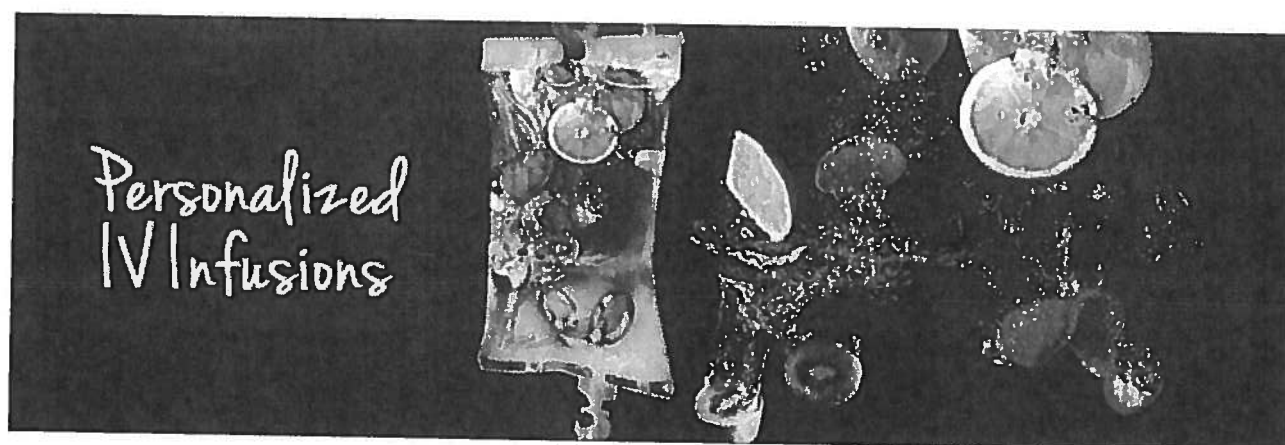
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🏠 > Personalized IV Infusions



1. VitaFuse Signature Infusion

Take Control of your health. Restore vitality, increase your energy and just feel better overall. Our customized, balanced solution quickly replenishes the vitamins and minerals you need for energy, optimal health and well-being. Achieve the maximum effectiveness of essential nutrients by sending them directly to your cells. This IV is great for general nutritional supplementation.

2. Weight Loss Formula

Safely reduce body fat and control cravings with an infusion of our uniquely formulated, weight-loss solution. Receiving vitamins intravenously decreases the likelihood of experiencing severe hunger, because your cells are not "starving" for important nutrients.

3. Anti Aging and Skin Rejuvenation

Antioxidants help repair damage caused by stress, poor nutrition and aging. We deliver anti-aging nutrients directly to your cells where they're needed most. This solution will help you combat the aging process, hydrate and repair cells, and improve your skin's appearance and elasticity.

4. Energy

Don't live with exhaustion. Increase your energy, focus and stamina. Safely saturate your cells with vitamins, minerals and amino acids that your body requires. This formula uses only natural ingredients that the body needs for energy. It avoids stimulants like caffeine and guarna which are often found in popular energy drinks.

5. Immunity Booster

The best defense is a good offense! Go on the attack against viral, bacterial and fungal infections. Bolster your immunity with our formula that contains immune-boosting nutrients. Give your body the fundamental tools it needs to fight and win!

6. Athletic Performance

Our athletic performance IV is the best option before starting an exercise program that includes high physical demands. It's a great option for those training for Marathons, Triathlons, Pre-season training and just intense body shaping. This formula works best when provided in a series of 4-8, depending on the timing of the event. It has important B vitamins and other important nutrients that help muscles, endurance, and energy.

For additional information on Cardea Health's IV Therapy, Email CardeaHealthWNY@Gmail.com, or reach out via our **Contact Page**.

Video: Nutrient IV Therapy – Are IV Treatments for Common Ailments A Good Idea?

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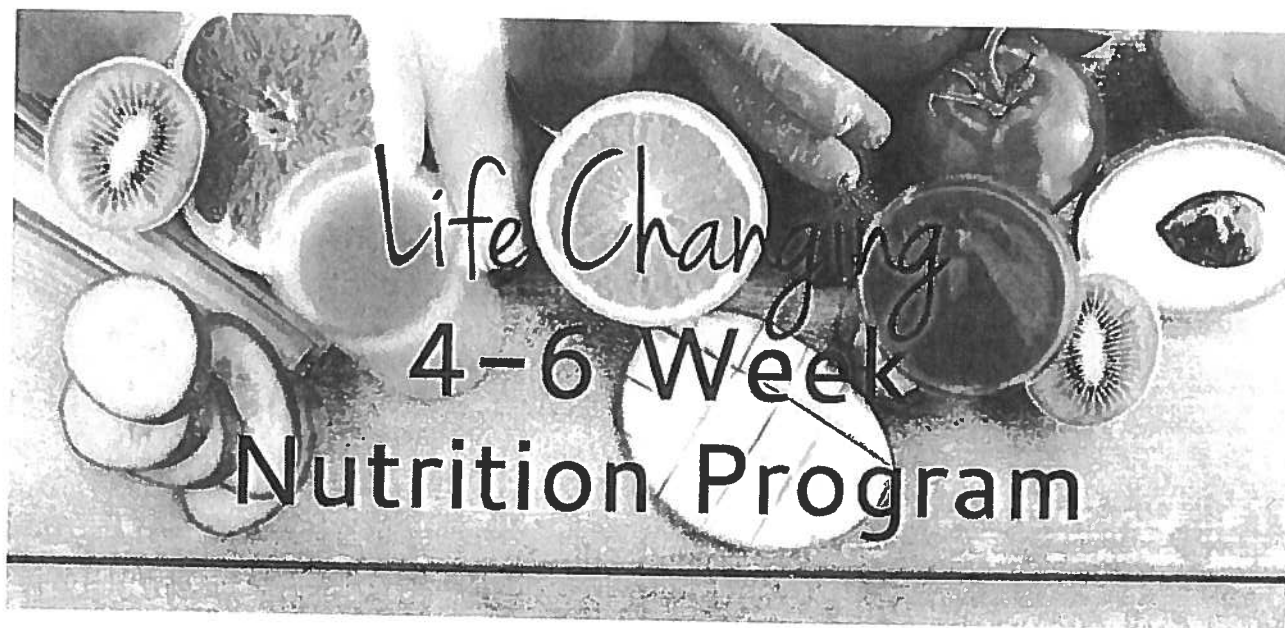
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🏠 > Life Changing Nutrition Program



Health and Lifestyle Evaluation | Initial consultation will last approximately 60 minutes and will include a complete a health and lifestyle evaluation. Based on your health concerns, you may also be given additional questionnaires to complete. You will also be given a 5-7 day food and activity log to complete for our next meeting.

Current Diet Analysis || At our second meeting, we will analyze and review your current diet and lifestyle and discuss the changes that can be beneficial or advantageous. You will also receive a recommendations report and relevant handouts.

Recommendations Report || Report outlining which foods to avoid, which foods to add, supplement recommendations, herbal recommendations, and lifestyle recommendations.

Relevant Handouts || It's all about education. You will receive many relevant handouts at each meeting, which are designed to educate you about which foods and nutrients are healthy and why. We will teach you everything we know, which will make it much easier for you to make educated choices about your health.

5 day Meal Plan || Customized just for you, providing the nutrition you need. It's not a diet, it's a lifestyle.

Recipes (From your meal plan) || Delicious and custom recipes for breakfast, lunch, and dinner will be provided along with healthy snack ideas. Most recipes also include health benefits of key ingredients so you know exactly why they are beneficial to your health. Have a recipe you can't live without? Bring it to us and we can make it healthy for you.

4 meetings, in person, via phone, or Skype || Initial consultation approximately 90 minutes, follow up meeting approximately 50 minutes. We will discuss your progress, concerns, struggles, successes, and make any changes if need be.

Unlimited Email Support || Have a question? Email me for a quick response in-between meetings and beyond. We are in this together!

\$295

****You can add this nutrition package to any IV package for only \$195.**

Single Services

Initial Consultation || In this 60 minute consultation, you will complete a health evaluation history and discuss your health goals. Relevant handouts and verbal recommendations will be provided. If you choose a second consultation, you may be given various questionnaires to be completed. You will also keep a 5-7 day food and activity log to be analyzed at the second meeting. \$80

Follow-up Counseling || Based on the results of the questionnaires and analysis of your food/activity log, diet and lifestyle recommendations and relevant handouts will be provided. If you would like a customized meal plan with recipes, it can be created after this meeting (30 minutes). \$50

Additional Counseling Sessions || Discuss your progress, struggles, successes, and add support and additional helpful information and handouts (30 minutes). \$50

5 Day Customized Meal Plan with Recipe Book || You will receive a customized meal plan created to optimize your health, heal your gut, detoxify your body, and increase your energy. Also includes recipes with nutritional information. \$75

Analysis of Your Condition & Recommendation Report || Detailed description of your condition with lifestyle, nutrient, and supplement suggestions to improve, reverse, or support your condition. \$45 **Initial consultation must be scheduled in order to purchase services 2 – 6.

Other Services

Grocery Store Tours || Learn how to avoid GMOs, what is the dirty dozen and clean 15, how to find the healthiest options, and which ingredients to avoid. Shopping list and handouts included. Group and individual tours available. \$35/hr. individual, \$20/hr. per person for group (max 4 people).

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🏠 > Client Testimonials & Stories

⇒ “Two of my three bypasses had failed and little more could be done for me as my heart was not strong enough to survive the rigors of a second bypass surgery. I have now had 34 Chelation therapy sessions. My office staff says my color has returned and I am more vital, alive, and able to do more than simply sit behind my desk all day. My podiatrist says that the pulse in my feet and toes is distinctly better. Chelation therapy and the vitamin ritual I was put on have changed my life and I am deeply and forever grateful.” – W. J.

⇒ “I have had 2 coronary artery bypass operations and I started experiencing angina and shortness of breath to the point where just walking was very uncomfortable. After an angiogram I was told the only thing that would help me was another bypass but due to my age (79) and the fact that a third bypass was very, very risky, they would not recommend it. I must tell you after 5 treatments of EDTA Chelation and vitamins and minerals, I noticed an improvement in my well-being and a reduction in chest pains. Now after 40 plus treatments, my quality of life is such that I have resumed my normal lifestyle.” – D.M.

⇒ “I have been free of angina pains and also free of breathing problems caused by asthma. I can walk up hills without being short of breath.” – G. R.

⇒ “At age 48, I noticed myself becoming short of breath. After undergoing various tests, it was determined that I had a clogged artery, which required angioplasty to open it back up. Two years later, I had noticed aching in my arms and neck and shoulders at which time in my life (50yr.), I decided to look for other therapies for help in curing heart disease. My search led me to the

Barnes Wellness clinic where I had received 40-50 treatments of EDTA (Chelation therapy) which appeared to be helping. I had stopped treatments for 8 months, and noticed the symptoms coming back. This time my blood pressure had gone up to 160/100. Not good. Dr. Barnes sent me info regarding new treatments known as triple oxygen. After receiving the first treatment, my blood pressure started coming down and after the third treatment my blood pressure became normal and the other symptoms (aching arms, neck & shoulders) had left. I have also had a difficult time sleeping, but since the first treatment I have slept every night." – P. L.

⇒ "Chelation Therapy has done me great wonders. If it wasn't for Chelation Therapy I probably would not be here today because what it did to help my heart condition." R.A.J.

⇒ "I was diagnosed with macular degeneration – the dry kind in my left eye. I had regular eye examinations and I was referred to a retina specialist for the right eye. They discovered a hemorrhage and did a laser procedure to control the problem. In about 6 months, I was unable to read, write or drive. I went to another specialist for a second opinion and after extensive tests, both specialist agreed that there was nothing that could be done. I was told to go home and return in one year. I was told that I would be functional – in other words, could feed and dress myself. A friend told me about Dr. Barnes. I met with Dr. Barnes and he said he might be able to help but not to expect miracles. It took some time but my vision improved at every yearly exam. At my most recent exam, I was able to read the third line on the eye chart with my left eye and before starting with Dr. Barnes, I couldn't see the chart. I can now do many tasks again that I couldn't for a couple years." C.C.

⇒ "After being diagnosed with a chronic illness (chronic fatigue syndrome) my journey back to a functional level of health has lead me down many different paths. I would learn during this journey that many treatments that really help people heal would: 1. Not be accepted by the medical community unless they provided wealth to the pharmaceutical companies and 2. If they were not understood or out of the mainstream of medical thinking they would be dubbed quackery. Having a set back in my illness, I began IV therapies with Dr. Barnes. After several months, a slow upward progression took place, taking me back to a higher level of wellness. Today my energy level is back to where it was before my illness, my sleep is better than it has been in years. I would encourage you to take charge over your own health and well being."

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[Home](#) > Evidence Based Medicine: Reviews

Evidence-Based Medicine: Literature Reviews

When talking to your patients about alternative medicine, you want to be able to answer the question: Is there any scientific evidence that this alternative medicine product or practice works and is safe? The resources on this page will help inform you about what the science says (limited to the past 5 years).

Açai

- [Systematic Reviews/Reviews/Meta-analyses \(PubMed®\)](#)
- [Randomized Controlled Trials \(PubMed®\)](#)

Acupuncture

- [Systematic Reviews/Reviews/Meta-analyses \(PubMed®\)](#)
- [Randomized Controlled Trials \(PubMed®\)](#)

Acupuncture for Chronic Pain

- [Systematic Reviews/Reviews/Meta-analyses \(PubMed®\)](#)
- [Randomized Controlled Trials \(PubMed®\)](#)

Aging

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Aloe Vera

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)
- Herb-Drug Interactions (PubMed®)

Alzheimer's Disease / Dementia

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Antioxidants

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Anxiety

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Arthritis

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- Randomized Controlled Trials (PubMed®)

Asthma

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Attention-Deficit Hyperactivity Disorder (ADHD)

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Ayurvedic Medicine

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Benign Prostatic Hyperplasia and Complementary Health Practices

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Black Cohosh

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)
- Herb-Drug Interactions (PubMed®)

Bodybuilding

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Calcium

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Cancer

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Cannabis

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Chamomile

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Chiropractic

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Cholesterol

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Chondroitin and Glucosamine

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Cold and Flu

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Cranberry

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Creatine

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Depression

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Diabetes

- Systematic Reviews/Reviews/Meta-analyses (PubMed®)
- Randomized Controlled Trials (PubMed®)

Dietary Supplements and Safety

- Literature on Dietary Supplements and Safety (PubMed®)

Dimethyl Sulfoxide (DMSO) and Methylsulfonylmethane (MSM) for Osteoarthritis

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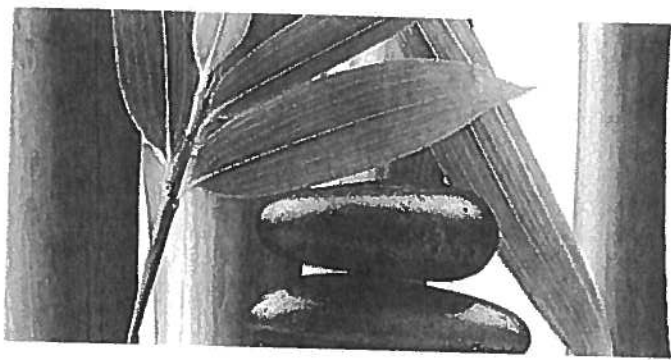
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