

Memo

To: Town Board
From: Patrick Blizniak
CC: Ron Bennett
Date: 12/4/2012
Re: 1751 Grover Rd. O.D.A.

I am respectfully submitting an ODA for the Town Board's Review. The ODA is located at 1751 Grover and consists of 4.4 acres+/. There is 112.6 feet of road frontage, which amounts to 12.4 feet less than is required for the minimum road frontage for a legal lot in the Town of Aurora. This ODA is also unique in that it sets 20 feet behind the open area that possesses enough parallel frontage exceeding 125 feet. Our code requires a distance of 75 feet. This is the reason the petitioner is also seeking a variance from the setback code from the ZBA.

I recommend the approval of this ODA for the following reasons:

1. The land to be developed is of such character that it can be used safely for building a home.
2. Access roadway/driveway will be a minimum of 20 feet wide, composed of hardpan composite.
3. The Petitioner is only building one single family home at this location.
4. The accumulated groundwater produced from this home will be collected and diverted to the west of the property, spilling into a north-south running ravine.

Patrick Blizniak



TOWN OF AURORA
OPEN DEVELOPMENT AREA APPLICATION

To Be Completed By Applicant

PETITIONER: Name: WILLIAM T. VOGEL
Address: 1751 GROVEN ROAD
Aurora NY 14052
Phone: 716-572-9178 Fax: 716-648-8087
E-Mail: wvogel@westerna.com

PROPERTY OWNER (if different from petitioner):

Name: SAME
Address: Ph. No.

PROJECT ADDRESS: NORTH OF 1713 GROVER RD 42
No. Street SBL No.

PROJECT DESCRIPTION: BUILD A NEW HOME
(2551 SQ FT) 316 FEET
OF ROAD

Signature of Applicant: William T. Vogel

State of New York) SS:
County of Erie)

On the 29th day of November, in the year 2012, before me, the undersigned, a notary public in and for said state, personally appeared William T. Vogel, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and they by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Colleen A. Leclerc
Notary Public, State of New York
No. 01LE6064517
Qualified in Erie County
Commission Expires 9/24/2013

OFFICE USE ONLY:
File #: Number of Lots Total Acreage Zoning
Open Development Area Review Application Fee \$
Materials Received by
Town Clerk & Fee Paid
Accepted by Date

TOWN OF AURORA 5 SOUTH GROVE STREET, EAST AURORA, NY 14052
(716) 652-3280 FAX (716)652-3507 www.townofaurora.com

PROJECT ID NUMBER

617.20

APPENDIX C

SEQR

STATE ENVIRONMENTAL QUALITY REVIEW

SHORT ENVIRONMENTAL ASSESSMENT FORM

for UNLISTED ACTIONS Only

PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT / SPONSOR	2. PROJECT NAME <i>New House</i>
------------------------	-------------------------------------

3. PROJECT LOCATION: Municipality <i>1713 Groton Aurora NY</i> County <i>ERIE</i>
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4. PRECISE LOCATION: Street Address and Road Intersections, Prominent landmarks etc - or provide map <i>1713 Groton (LOT 42 - NORTH)</i>

5. IS PROPOSED ACTION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification / alteration
--

6. DESCRIBE PROJECT BRIEFLY: <i>New House Build - Approx 314' From Road (House 2551 SQ FT)</i>

7. AMOUNT OF LAND AFFECTED: Initially _____ acres Ultimately _____ acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, describe briefly: <i>WE ARE APPROVED FOR @ 356' FROM ROAD - WANT TO MOVE UP 50' 369</i>
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9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? (Choose as many as apply.) <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Park / Forest / Open Space <input checked="" type="checkbox"/> Other (describe) <i>Open Land</i>
--

10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (Federal, State or Local) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit / approval:
--

11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit / approval:

12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT / APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input type="checkbox"/> No
--

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant / Sponsor Name	Date: <i>11/22/12</i>
Signature: <i>William T. Wagon</i>	

X *William T. Wagon*
If the action is a Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

**ZONING BOARD OF APPEALS
TOWN OF AURORA
DECISION**

RE: APPEAL NO. 1174

A hearing on the above Application of William Dawn Vogel, Petitioners, having been called before the Zoning Board of Appeals in the Southside Municipal Center 300 Glead Street, East Aurora, New York on the December 13th day of December, 2012, after due notice published in the East Aurora Advertiser as prescribed in Section 267-a, Subdivision 7 of the Town Law and Section 116-61 F of the Code of the Town of Aurora, was held at said time and place.

There were present:

Wayne Nowocin
James W. Whitcomb
Albert Salter
Donald Aubrecht
Davis Heussler

The secretary read the Notice of Public Hearing and the Affidavit of Publication which were duly marked as exhibits herein.

Petitioner seeks a front yard setback variance to allow the construction of dwelling at 1713 Grover Road Street, SBL# 199.00-2-8.2 in an A zone (the "Premises").

Petitioners appeared.

No one else appeared.

At a duly convened meeting held on the 13th day of December, 2012 and after said public meeting, the Zoning Board of Appeals finds as follows:

Findings

1. This is a Type II action pursuant to Article 8 of New York State Environmental Conservation Law and the regulations promulgated thereunder, Part 617 of Title 6 of the New York Code of Rules and Regulations (SEQR).
2. Town Code Table of District Regulations provides that primary dwellings are to be setback 75 feet from the front yard property line. The proposed lot is a flag lot and petitioner proposes to set the 20 feet from the front property line. Exhibit 6. The dwelling itself would be located more than 300 feet from Grover Road.

SUPERVISOR
JOLENE M. JEFFE
(716) 652-7590



GA

TOWN OF AURORA
5 South Grove Street, East Aurora, NY 14052
www.townofaurora.com

TOWN COUNCIL MEMBERS January 10, 2013

Jeffrey T. Harris
jharris@townofaurora.com

To: Town Board Members

James F. Collins
jcollins@townofaurora.com

I respectfully request the Town Board authorize the Town Supervisor (Jolene Jaffe) to enter in a new electronics recycling contract for 2013. I have attached the following 2 proposals for electronics recycling rebates.

James J. Bach
jbach@townofaurora.com

Sunnking- \$.07 per pound.
RCR & R- \$.086 per pound.

Susan A. Friess
sfriess@townofaurora.com

Our 2012 contract with Sunnking has expired at the rate of \$.06 per pound. It is my recommendation to accept the contract with RCR & R.

SUPT. OF HIGHWAYS
David M. Gunner
(716) 652-4050
highway@townofaurora.com

Sincerely,

RECEIVER OF TAXES
Barbara Halt
(716) 652-7596
tax@townofaurora.com

A handwritten signature in black ink, appearing to read "D. Gunner", written over a faint circular stamp.

David M. Gunner
Superintendent of Highways

SUPT. OF BUILDING
Patrick J. Blizniak
(716) 652-7591
building@townofaurora.com

ASSESSOR
Thelma Hornberger
assessor@townofaurora.com
(716) 652-0011

DIR. OF RECREATION
Peggy M. Cooke

SUPERVISOR
JOLENE M. JEFFE
(716) 652-7590
jjeffe@townofaurora.com



towncle

6C

TOWN OF AURORA

300 Gleed Avenue, East Aurora, NY 14052
www.townofaurora.com

January 18, 2013

To: Town Board
From: Jolene Jaffe
Re: Bond Counsel

As we did recently with Engineering, I thought it would be a good idea to get an idea of the pricing of at least one other bond counsel firm. I requested a simple proposal from two firms for our likely 2013 Bond Counsel needs. One firm was Hodgson/Russ which is the firm we have used for the past several years. I also contacted a firm that came highly recommended and whose proposal for the Village Fire Hall project was very competitive.

The proposals were as follows for the 3 anticipated projects including the Luther Road Bond, Water District 6 Bond and for the refinancing of approximately \$10,000,000 in USDA bonds for several Town Water districts:

1. Orrick (Douglas Goodfriend) - \$12,465
2. Hodgson/Russ (John Alessi) - \$12,000

I will be requesting the Town Board's authorization to sign the proposal with Hodgson/Russ for our 2013 Bond Counsel services at the next meeting.

Municipal Solutions, our financial advisor, has prepared a detailed analysis of the bonding for our water districts and determined that it would be in the Town's best interest to refinance several of our water districts. I am working with them on reviewing the analysis. Once we have our Fund Balance updates after our 2012 closeout, I will be prepared to discuss, with the Town Board, our plan of action for debt service management of the water districts.

Thank you.

**TOWN OF AURORA
MEETING/SEMINAR ATTENDANCE APPROVAL POLICY**

6D

BE IT RESOLVED,

SECTION 1:

That during the year 2013, Town department heads or officials, or their designees, whose expenses have been allowed in the 2013 Budget are hereby authorized to attend the regular luncheon/dinner meetings of the various official organizations relating to their official duties as Town department heads or officials noted below. The cost of such meals shall not exceed \$35.00 per luncheon or dinner. Necessary expenses (mileage and/or tolls) incurred in traveling to or from said are hereby determined a legitimate Town expense for which such officials shall be reimbursed.

- Town Board – Association of Erie County Governments
- Town Clerk – Erie County Town Clerk’s Association; Association of Erie County Governments
- Tax Receiver – Erie County Tax Receivers Association
- Assessor – Erie County Assessor’s Association
- Highway Superintendent – Erie County Highway Superintendent’s Association
- Senior Center Director – Erie County Senior Center Director’s Assoc.
- Assessor – Erie County Assessor’s Association
- Building Department - NFBOA

SECTION 2:

That during the year 2013, the Town Assessor or his designee is hereby authorized to attend the following educational and training sessions with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- New York State Assessors' Association Annual Training School, Ithaca, NY (Reimbursed by NYS Office of Real Property Services)
- New York State Assessors' Association Conference

SECTION 3:

That during the year 2013, the Building Inspector/Code Enforcement Officer or his designee is hereby authorized to attend the following educational and training sessions with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- New York State Building Officials Conference
- Niagara Frontier Building Officials Education Conference
- Stormwater Management Conference

SECTION 4:

That during the year 2013, the Court Clerks are hereby authorized to attend the following educational and training sessions with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- New York State Magistrates' Association of Court Clerks

SECTION 5:

That during the year 2013, the Town Justices are hereby authorized to attend the following educational and training sessions with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- New York State Magistrates' Association Conference

SECTION 6:

That during the year 2013, the Highway Superintendent or his designee is hereby authorized to attend the following educational and training sessions with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- New York State Association of Town Superintendents of Highways Conference
- New York State Association of Towns Training School and Annual Meeting
- Cornell Local Roads Program For Highway Superintendents
- WNY Water Works training

SECTION 7:

That during the year 2013, the Supervisor and Council Members are hereby authorized to attend the following educational and training sessions with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- Industrial Development conferences as necessary
- Association of Towns Training School
- Association of Towns Finance School
- Chamber of Commerce sponsored meetings and events

SECTION 8:

That during the year 2013, the Recreation Director is hereby authorized to attend the following educational and training sessions with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- NYS Parks and Recreation
- NYS Parks and Trails

SECTION 9:

That during the year 2013, the Town Clerk or her designee is hereby authorized to attend the following educational and training sessions with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- New York State Town Clerks' Association Annual Conference
- New York State Archives Seminars
- New York State Town Clerks' Regional Seminars

SECTION 10:

That during the year 2013, the Tax Receiver or her designee is hereby authorized to attend the following educational and training sessions with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- New York Association of Tax Receivers and Collectors Annual Conference

SECTION 11:

That the Planning Board Chairman and Planning Board Members (including alternates) be permitted to attend the following training and educational session with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- New York State Association of Towns Training School at Houghton, NY
- Erie County Department of Planning sponsored training schools

SECTION 12:

That the Zoning Board Chairman and Zoning Board Members (including alternates) be permitted to attend the following training and educational session with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- New York State Association of Towns Training School at Houghton, NY
- Erie County Department of Planning sponsored training schools

SECTION 13:

That the Dog Control Officer be permitted to attend the following training and educational session with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- Webster/NYS Agriculture and Markets Animal Control Seminar

SECTION 14:

That the Town Historian be permitted to attend the following training and educational session with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- Government Appointed Historians of WNY Meeting/Conference

SECTION 15:

That the Bookkeeper (Assistant to Supervisor) be permitted to attend the following training and educational session with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- NYS Association of Towns Finance School

SECTION 16:

That the Director of the Aurora Senior Center be permitted to attend the following training and educational session with reimbursement of actual and necessary expenses hereby authorized upon presentation of receipts:

- Network in Aging Seminar/Conference

SECTION 17:

That during the year 2013, all Town officials and employees be and hereby are authorized to be paid \$0.45 per mile for the use of their personal automobiles on all Town business.

SECTION 18:

That all conferences, seminars, lectures and meetings not falling within a pattern of regular attendance and not listed in this resolution, and **not exceeding \$400.00** in reimbursable expenses, including mileage reimbursement, may be approved for attendance by the Supervisor pursuant to Section 77-b of the General Municipal Law. Conferences, seminars, lectures and meetings, not listed in this resolution, and/or **exceeding \$400.00** and/or **overnight travel in any amount** shall require the approval of the Town Board.

SECTION 19:

That all expenses incurred, including but not limited to meals, mileage, and lodging, will not exceed that amount which is budgeted in each departments' expense and travel and/or mileage lines for 2013.



GE

OFFICE OF
THE TOWN HISTORIAN
Town of Aurora & Village of East Aurora, New York

14 January 2013

TO: Supervisor Jolene Jeffe and Members of the Town Board

FROM: Robert Lowell Goller, Town Historian *RLG*

RE: Digitization Donation

The Town of Aurora recently received a \$1,000 donation from the Aurora Historical Society, the final installment of their \$4,000 commitment to the digitization of newspapers in the Town Historian's Office.

Please deposit the funds into account TA-1000-0084, Historian's Digitization Donations.

In 2012, the Town Historian's Office completed the first phase of the project using \$4,000 in previous donations. The first phase of the project cost significantly less than originally anticipated, so we expect to be able to complete the digitization project with this \$1,000 donation from the Historical Society.

At your earliest convenience, please formally accept this donation for the project and join me in thanking the Aurora Historical Society.

\$1,000 check.

Budget Transfer Request Form

6F

All budget transfers must be submitted to the Supervisor's Office using this form. Budget should be made PRIOR to the expenditure. By law, individual budget lines should never be combined. Although occasional, unplanned overages cannot be avoided, such occurrences should be rare. The required approval will be obtained by the Supervisor's Office.

Please note the following guidelines:

- A shortage of less than \$750 per line can be satisfied with this form requesting a budget transfer(s) between lines that are within the responsibility of a single Department Head. These will require the approval of the Supervisor.
- A shortage of \$750 or more per line can be satisfied with this form requesting a budget transfer(s) between lines that are within the responsibility of a single Department Head. These will require the approval of the Town Board.
- A shortage of any amount can be satisfied with this form requesting a budget transfer(s) between lines which fall under the responsibility of different Department Heads. These will require the approval of the Town Board.

Department Head Name (printed): Jolene Jeffe

Signature: [Signature] Date: 1/23/13

I am requesting the following budget transfer(s):

1. (Amount) 5000 From (account number) ER 1621.406 Telephone Current Balance \$ 6618.96
To: (account number) ER 1621.422 Building Rm New Balance \$ 3591.90

Reason: Unexpected year end costs

2. (Amount) _____ From (account number) _____ Current Balance _____
To: (account number) _____ New Balance _____

Reason: _____

3. (Amount) _____ From (account number) _____ Current Balance _____
To: (account number) _____ New Balance _____

Reason: _____

Approvals:

Supervisor Signature: _____ Date: _____

Town Board Approval Required: Action # _____ Date: _____

Transfer Complete: _____ Date: _____
(Book keeper initials)

SUPERVISOR
JOLENE M. JEFFE
(716) 652-7590



66

TOWN OF AURORA
5 South Grove Street, East Aurora, NY 14052
www.townofaurora.com

TOWN COUNCIL MEMBERS January 11, 2013

Jeffrey T. Harris
jharris@townofaurora.com

To: Town Board Members

James F. Collins
jcollins@townofaurora.com

James J. Bach
jbach@townofaurora.com

I respectfully request the Town Board approve of declaring surplus a Battery Backup Surge Protector that no longer works inventory #2050. It will be disposed of in the next electronics recycling pickup.

Susan A. Friess
sfriess@townofaurora.com

Sincerely,

SUPT. OF HIGHWAYS
David M. Gunner
(716) 652-4050
highway@townofaurora.com

A handwritten signature in black ink, appearing to read "David M. Gunner".

David M. Gunner
Superintendent of Highways

RECEIVER OF TAXES
Barbara Halt
(716) 652-7596
tax@townofaurora.com

SUPT. OF BUILDING
Patrick J. Blizniak
(716) 652-7591
building@townofaurora.com

ASSESSOR
Thelma Hornberger
assessor@townofaurora.com
(716) 652-0011

DIR. OF RECREATION
Peggy M. Cooke

300 Glead Avenue
East Aurora, NY 14052
716.655.5131 tel
716.655.5466 fax
www.exploreandmore.org



**BOARD OF
TRUSTEES**

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Treasurer

Julia Spitz

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Deborah Andrews

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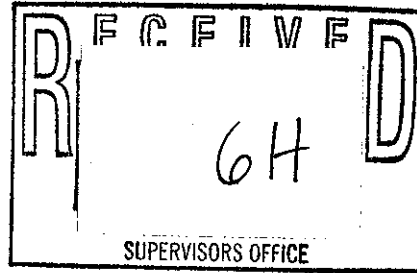
Matt Murtha

Jenny Pierce

Tim Sanders

January 14, 2013

The Honorable Jolene Jeffe
Supervisor
Town of Aurora
300 Glead Avenue
East Aurora, NY 14052



Dear Jolene,

Explore & More Children's Museum would like to thank you and the Town for your past support of the museum's efforts to serve children from our community and all over Western New York.

Explore & More is presenting its fourth annual Touch-A-Truck event on Sunday May 19, 2013. This incredibly popular event has been a great annual fundraiser for the museum as kids of all ages can touch, climb and explore trucks and other vehicles.

The museum would again need:

- Parking lots on both sides of the building (one side for the trucks, the other for museum visitors).
- Use of grass area on back of building (NOT soccer fields)
- Use of the gymnasium - for a performance to coincide with the outdoor activities.

Explore & More will handle all the logistics, secure additional insurance as appropriate (naturally adding the Town as an additional insured) and would be responsible for cleanup after the event. Since the day will be outside our traditional activities, we will refer to it in all promotions as a special event.

If needed, I would be happy to present additional details at one of your meetings. Please feel free to reach me at 655-5131 x12. Thank you again.

Sincerely,

Barbara Park Leggett
Executive Director

where fun & learning play together

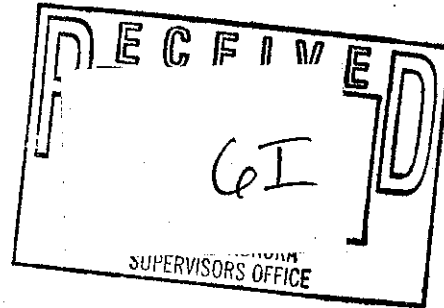


THE ASSEMBLY
STATE OF NEW YORK
ALBANY

MICHAEL P. KEARNS
Assemblyman 145th District

January 2, 2013

Jolene Jeffe
Town of Aurora Supervisor
5 South Grove St.
East Aurora, NY 14052



Dear Representative Jeffe:

I am writing to you regarding two foreclosure bills (A.88 and A.824) currently referred to the Judiciary Committee in the New York State Assembly. Last session the New York Assembly joined the list of states that have passed foreclosure bills making it mandatory for banks to provide municipalities with contact information of property managers or other parties responsible for upkeep and maintenance of foreclosed or abandoned properties. Unfortunately, the companion bill in the New York State Senate was referred to the Senate Committee on Housing and received no further action including no vote on the floor of the Senate.

I am concerned that the notice of contact information bill (A.88) and bill (A. 824) requiring 'good faith' in obtaining a foreclosure will encounter considerable special interest headwinds this year. In anticipation of significant opposition to these bills, I am hoping that your governing body could provide a resolution, in support of these bills. They can be viewed at my webpage: www.assembly.state.ny.us/mem/Michael-P-Kearns or I can be reached at the email below. Included are two editorials directly dealing with these foreclosure issues and a sample resolution. My intention is to make financial institutions and lenders more accountable to the surrounding community when homes and buildings are abandoned or foreclosure proceedings have started. A resolution from your governing body will add depth and resonance to committee deliberations, as well as establish a robust and persuasive record based on the facts and the needs of the people.

I would be grateful for your participation. Please send your resolution to my District Office in Buffalo, New York. Thank you for your time and help.

Sincerely,

Michael P. Kearns - Assemblyman 142nd District

The following RESOLUTION was adopted by the Town Board of the Town of _____
At a regular meeting held on _____:

Resolution XXX-XX

SUPPORT FOR NYS-CONTACT INFORMATION FOR VACANT STRUCTURES

On a motion made by Councilman _____, seconded by Councilman _____,
the following was

ADOPTED AYES # Councilman _____, Councilman _____
 NAYES # Councilman _____, Councilman _____

Resolved to support New York State regarding the proposed laws concerning contact information for vacant structures.

WHEREAS, vacant, abandoned and foreclosed homes and structures have proliferated throughout New York State over the last five years; and

WHEREAS, vacant structures that are not maintained for months at a time degrade and depreciate the value of the vacant structure as well as the value of surrounding properties; and

WHEREAS, lending institutions that hold mortgages on said vacant structures do not always provide the contact information of a responsible party; and

WHEREAS, Assembly Bill A.88 and Assembly Bill A.824, currently pending, would make it mandatory for lending institutions to provide contact information of responsible parties regarding vacant structures; and require good faith in obtaining a foreclosure; and

WHEREAS, the Town of _____ Town Board supports the passage of said Bills.

NOW THEREFORE, BE IT RESOLVED that the town of _____ hereby supports the passage of said Bills and respectfully requests that the State Representatives who represents constituents in the Town of _____ support the passage of said Bills.

Copies of this resolution to be forwarded to Senator _____, Assemblyman _____, Co-Sponsors of this bill: Senator _____, Assemblyman _____.

I, _____ DO HEREBY CERTIFY, that the foregoing is a true copy of a Resolution passed by the Town Board of the Town of _____ at its regular meeting held on _____, and members of the Town Board had due notice of said meeting, and further that such resolution has been fully recorded in the Town Clerks books.

In Witness thereof, I have hereunto set my hand the XX day of XXXX, 2012

XXXXX XXXXXXXXX

Town Clerk

Town of XXXXXXXX



NEW WAVE Energy Corporation

Ride the Wave to our Energy Future

65

ENERGY SUPPLY SERVICES AGREEMENT: This Energy Supply Services Agreement ("Agreement") is entered into by and between New Wave Energy Corporation ("Supplier", "NWECC") and the Customer ("Customer"), listed below, herein, and/or on an attached Addendum A. The Supplier and the Customer agree to the purchase and sale of the energy commodities for the terms and rates as outlined below. Herein, Supplier and Customer may be individually referred to as "Party" or collectively as "Parties".

New Wave Energy Corp.- Ph. 1-855-53-ENERGY Fx. 1-866-316-9366- support@nwaveenergy.com - 434 Delaware Ave., Buffalo, NY 14202

CUSTOMER INFORMATION

Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Non-profit <input type="checkbox"/> LP <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Sole Proprietorship/Residence		Customer Type: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential		Energy Service: <input checked="" type="checkbox"/> Electricity <input type="checkbox"/> Natural Gas <input type="checkbox"/> Both		Contract Number: Contact Type: Rep: AM <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Tax Reduced _____ % <i>(Please attach certificate)</i>	
Customer Name (Legal Entity):		Town of Aurora		FEIN/TIN/SSN:			
Customer Contact Information:		Name: Supervisor Jolene M. Jeffe			Title: Supervisor		
		Phone: 716-652-7590		Fax:		E-mail: supervisor@townofaurora.com	
Invoicing Address:		Street: 5 South Grove Street <input type="checkbox"/> Same as Service Address		City: East Aurora		State: NY Zip: 14052	
Service Address:		Street: <input checked="" type="checkbox"/> See Addendum A		City:		State: Zip:	
Utility Name:		Electric Utility: NYSEG		Account #: <input checked="" type="checkbox"/> See Addendum A		Est. Annual Usage: 1,791,630kWh	
		Natural Gas Utility: National Fuel				_____ ccf	
Service Class: See Addendum A		Zone:		Start Month: Feb-13		End Month: Feb-14	

Product Type & Term	Early Termination Fee	Late Fee	Renewal Provision	Rate (\$/kWh), (\$/ccf)
<input type="checkbox"/> Fixed Rate <input checked="" type="checkbox"/> Monthly Variable Rate <input type="checkbox"/> Mixed Rate 12 Months	Fixed Rate: <i>Electric: Quantity x \$0.005/kWh</i> <i>Natural Gas: Quantity x \$0.02/ccf</i> <i>If Residential: Not to exceed \$99.00</i>	1.5%	Auto-renewal with a month-to-month, index variable rate unless terminated by Customer upon expiration of Initial Term	\$NYISO+0.0005/kWh \$ /ccf

Starting on the next meter read date of the Requested Start Month above, or on the next available meter read date occurring as soon as possible and upon execution of this Energy Supply Services Agreement, both parties, New Wave Energy Corp (hereinafter "New Wave Energy", "NWECC", "Supplier") hereby agrees to coordinate the sale and Customer hereby agrees to purchase and receive the quantity of Electricity and/or Natural Gas necessary to meet Customer's requirements at the Customer's facilities as described on this page. New Wave Energy will arrange for the delivery of Electric and or Natural Gas Service to the respective Utility for delivery to Customer's facilities. New Wave Energy, in its sole discretion, is authorized to select on behalf of Customer such sources of electric generation or natural gas procured from the Energy Supplier (hereinafter "Supplier") as it deems appropriate for the Customer Locations. Customer authorizes New Wave Energy to execute on its behalf any documents necessary to effectuate any such election, and Customer authorizes New Wave Energy to enroll the Customer Locations with its Utility through the Supplier. Subject to the individual Utility(ies) enrollment schedules, the switch from your Utility(ies) to Supplier may not reflect on your invoices for a period of up to two (2) full billing cycles.

This Agreement acknowledges that New Wave Energy Corporation reserves the right to reject this agreement for any reason subject to its Terms and Conditions. You have the right to rescind this Agreement within three (3) business days without penalty. After three (3) business days, if you terminate this agreement prior to the expiration of the term listed above, you will be subject to an Early Termination Fee (ETF) as described in the Early Termination of Service provision of the Customer Terms and Conditions.

By signing below the Customer acknowledges that he/she is the legal owner and/or the authorized entity for the purchase of electricity and/or natural gas energy supply for the Account(s) listed on the Energy Supply Services Agreement. The Customer also acknowledges that he/she has received a copy of this Agreement and has read and understands the Terms and Conditions of this Agreement.

Authorized Signature of Customer: _____ Printed Name: _____

Date: _____



subject to change in the event the Utility performs or implements a meter reading cycle in conflict with agreed upon billing/switch over date.

Credit- If at any time, Customer does not meet NWEC's commercially reasonable creditworthiness standards, NWEC may require Customer to provide performance assurance in a form and amount reasonably acceptable to NWEC such as a letter of credit, third-party guarantee, deposit or prepayment. If Customer fails to provide such assurance within five (5) business days after notice from NWEC, then NWEC shall have no obligation to supply Customer with Power or Natural Gas and may suspend deliveries, terminate this agreement and all associated transactions, and liquidate any commodity purchased for delivery to Customer during future periods.

Customer's Right to Rescission- The Customer, named herein has the right to rescind this Agreement without penalty within three (3) days after the effective, executed signature date with all of its Terms and Conditions, is executed and received. Following the expiration of three (3) days, if the Customer should choose to terminate the Agreement, before the expiration of the Term, the Customer will be subject to the penalties described within the "Early Termination of Service" provision.

Assignment- Customer may assign this Agreement to a third party only with Supplier's prior, written consent. Supplier may assign this Agreement, accounts, revenues, and proceeds, or grant a lien against them to credit providers to a third party without Customer's prior written consent. Supplier may also assign its rights and responsibilities under this Agreement to certain backup service providers under Agreement to perform services such as invoicing and power scheduling ("Service Partners").

Notices- All notices and similar correspondences will be in writing and delivered to Customer and Supplier. The written Notices can be delivered via U.S. Mail, courier, Electronic Mail, Text Message, or Facsimile. Notices will be effective upon receipt by the person to whom it is addressed.

Cost Savings Analyses- In most cases this Agreement will be accompanied with a Cost Savings Analysis/Analyses. Cost Savings Analyses are a projection of hypothetical savings and in no way constitute or guarantee the savings reflected on the individual Cost Savings Analysis. Cost Savings Analyses are calculated based upon past usage data authorized by the Customer for the Supplier to retrieve, orally or written, obtained from the Utility and authorized by the Customer, or by a Utility bill provided by the Customer, and future energy market projections or by rate hikes enforced by the Utility or the threat thereof.

Limitations of Liability: Liability for damages not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither Party will be liable to the other for consequential, incidental, punitive, exemplary or indirect damages, including lost profit or penalties of any nature which are hereby waived, whether or not there was actual knowledge of such possible damages, or if such damages could have been reasonably foreseen. The limitations apply without regard to the cause or responsibility of any liability or damage.

Indemnity- Customer assumes responsibility for the electric and/or natural gas service provided hereunder after it leaves the Utility's lines at the Delivery Zone(s), as well as for the wires, apparatus, and appurtenances used in connection therewith whether located at or beyond the Delivery Point. Each active Party shall indemnify, protect, defend and hold harmless the other Party from and against any losses, claims, damages, liabilities, costs or expenses arising from or out of any circumstance, event, incident or action during the length agreed upon and executed herein.

Governing Law- This Agreement and the rights and duties of both parties shall be governed by the laws of the State of New York

TERMS & CONDITIONS:

"New Wave Energy Corporation", "NWEC", "Supplier" means New Wave Energy Corporation and refers to the retail energy provider supplying you "Customer," with energy services as outlined in the below Customer Terms and Conditions and as addressed in this Energy Supply Services Agreement "Agreement". Herein, Supplier and Customer may be individually referred to as "Party" or collectively as "Parties".

Purchase and Sale of Services- This is a full requirements agreement. Upon offer and acceptance of the terms and services in this Energy Supply Services Agreement, Supplier hereby agrees to purchase and to sell electricity and/or natural gas to Customer, and Customer agrees to purchase and receive the quantity of electricity and/or natural gas at the rate and for the term set forth and indicated herein.

Supply Price- Electricity: In lieu of a variable price, Customer's price shall be NYISO Marginal cost of electricity plus (+) the .0005 management fee, including but not limited to capacity charges, line loss, and ancillary charges. If fixed price, the price shall be stated on the first page of this agreement. **Natural Gas:** In lieu of a variable price Customer's price shall be NYMEX monthly contract settlement price per ccf plus (+) the fixed adder listed on the first page of this agreement. If fixed price, the price shall be stated on the first page of this agreement

Term- The switch from the Utility to Supplier may take up to two (2) full billing cycles to complete. Upon completion of the Initial Term, this Agreement will automatically renew at the same terms and conditions. Customer shall have three (3) business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement. The Renewal Rate will be a monthly market rate as reasonably determined by Supplier. Supplier shall have the right to match any bonafide competing offer at the end of the Initial Term or any Renewal Term.

Customer Billing Acknowledgement- Billing options are at the sole discretion of the Supplier. In most cases the Customer will still receive one convenient bill from the Utility. In some cases the Customer will receive a separate invoice from the Supplier. Ultimately the Customer shall have the responsibility to make the request to the Supplier as to what billing method best suits their needs. Customer acknowledges that the Supplier's ability to bill Customer is exclusively dependent on the Utility's or Independent Systems Operator's (ISO's) ability to accommodate Supplier all necessary information, including meter readings, in the case of scalar meters and recorded data in the instance of IDR meters. Should the absence of such information from the Utility or ISO exist, Supplier may bill Customer on estimated meter readings. Customer's bill will be adjusted the following month, or on the next bill after Supplier receives Actual consumption data from the Utility or ISO, to reconcile any disputes, differences, or discrepancies between estimated consumption and Actual consumption.

Billing and Payments- If Customer is enrolled in the consolidated billing option, Customer will still receive one (1) bill from the Utility with Supplier's charges included and payment will be due in accordance with Customer's normal billing cycle as determined by their respective Utility. Otherwise, Customer will receive an invoice from Supplier following its meter read date or meter read estimate for services provided under this Agreement. Payment in full is due ten (10) days from the date of such an invoice. Customer shall make payments to the address set forth on the applicable executed Energy Supply Services Agreement. Late and overdue payments shall be subject to a late payment fee which will be assessed at the lesser of: (i) a first time late payment penalty is not to exceed fifteen percent (15%) of the balance of the total delinquent bill; or (ii) the maximum amount allowed by law. Customer will be charged twenty (\$20) dollars for returned payments. If Customer fails to pay any amount when due, Customer will be responsible for all of Supplier's reasonable costs of collection, including any and all attorneys fees. If the Parties agree to a billing date, such a date shall be

Change in Law- If there is a change in law, regulation, or any fees, or costs imposed by a governmental authority or the regional Independent System Operator ("ISO", "PJM") and the change causes Supplier to incur operating or other costs or expenses related to the services in this Agreement, in order to maintain the same level and quantity of delivery of energy, these costs will be added to your invoice as a pass-through charge and you agree to pay the pass-through charge.

Emergencies, Outages, & Power Quality and Consistency- The Utility will continue to operate and maintain the infrastructure, including but not limited to, electric transmission lines, wires, and apparatuses. The Utility is still responsible for upkeep, Emergency Services, and outages. The Customer acknowledges that New Wave Energy is not liable or responsible for the event of power outages by any other entity besides New Wave Energy. If Customer encounters a situation such as a power outage, emergency power situation, or a reduction in normal power quality, Customer should contact the Utility at the emergency service number provided by the Utility

Emergency Contact Numbers: *Central Hudson Gas and Electric: (800) 527-2714; Consolidated Edison of NY: (800) 752-6633; Conning Natural Gas: (607) 936-3755; National Grid (KED-NY): (718) 643-4050; National Grid (KED-LI): (800) 490-0045; National Grid: (800) 892-2345; National Fuel Gas: (800) 444-3130; NYSEG: (800) 572-1131; Orange and Rockland: (877) 434-4100; or Rochester Gas and Electric: (800) 743-1701 (electric) / (800) 743-1702 (gas).*

Service Disconnection- Local Utility companies have the exclusive ability to disconnect your service. The Supplier does not have this ability or authority. Failure to make full payment of charges due as outlined herein and sent via invoice will be grounds for disconnection in accordance with regulatory rules on termination of service to non-residential customers.

Governmental Authority- New Wave Energy is not liable for any damages due to an interruption of service caused by acts of any governmental authority or changes in laws, rules, regulations, legislation, force majeure circumstances, practices or procedures of any governmental authority.

Customer Protection- The energy services provided by Supplier are protected by the terms and definitions of this Agreement. The services provided by the Utility are protected by the Non-Residential Rules of the New York State Department of Public Service. Any questions regarding the competitive, deregulated, energy market, including information about Energy Services/Supply Companies (ESCOs) can be referred to the New York State Public Service Commission. You may also contact Supplier's Customer Service Department at 1-855-53-ENERGY or the Department ESCO hotline at 1-888-697-7728 with any questions you may have.

Public Recognition and Affiliate Advertising- New Wave Energy shall have the discretion to disclose and publicize the identity of Customer as a client of New Wave Energy and shall be entitled to display the Customer's logo on Supplier Website and other Advertisement literature.

Confidentiality- The contents of this Agreement and all other documents exchanged between the Supplier and Customer which relate to this Agreement are confidential and shall not be disclosed to any third party. This obligation between both Parties shall last for a period of twelve (12) months following the expiration or termination of this Agreement. Any information released before this threshold shall be accompanied by written consent of both Parties.

Dispute Resolution- In the event of a billing dispute or a disagreement involving NWECC's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact NWECC by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") by calling the DPS at 1.800.342.3377 or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: www.dps.state.ny.us. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

WAIVER OF JURY TRIAL- IN CONNECTION WITH ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED ALL PARTIES HEREIN WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, ALL RIGHTS TO, AND AGREES NOT TO SEEK OR DEMAND, A TRIAL BY JURY WITH RESPECT TO ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATED TO THIS AGREEMENT.

Severability- If any provision of this Agreement, in whole or in part, is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining conditions shall continue in full force without being invalidated in any capacity.

Force Majeure- The term "Force Majeure" is defined in this Agreement as any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is able to prevent or overcome. This includes, without limitation, any act or cause which is deemed as Force Majeure by the Utility or any transportation and transmitting entity. The Claiming Party of non-performance or suspension of obligation must, in good faith, remedy Force Majeure in a reasonable time frame.

Default Liability- FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY. THE BREACHING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES AT LAW OR IN EQUITY SHALL NOT APPLY. THE PARTIES ACKNOWLEDGE THAT ACTUAL DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND IN THE ABSENCE OF SUCH LIQUIDATED DAMAGES PROVISION, OBTAINING AN ADEQUATE REMEDY WOULD BE INCONVENIENT AND THAT SUCH LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE NON-DEFAULTING PARTY'S HARM OR LOSS.

TERMINATION OF SERVICE PROVISIONS:

Termination of Service: If this is a *Fixed Rate Agreement*, Customer will be subject to an Early Termination Fee (ETF) as described hereafter, if Agreement is terminated before its initial term. If this is a *Variable Rate Agreement*, Customer's Early Termination Fee shall equal the greater of \$199.00 or the total of Supplier's hedging costs for the remaining, unfulfilled term of Customer's Agreement plus (+) any other damages or costs incurred by Supplier resulting from the Early Termination of Customer's Agreement.

EARLY TERMINATION OF SERVICE PROVISIONS:

(a.) **Customer-** Should Customer Default, Supplier shall have the right to terminate this Agreement by delivering written notice to Customer. Supplier has sole discretion to calculate the Termination Value and to charge such a calculated owed amount hereof. Under all circumstances, Customer shall remain obligated to pay any and all other amounts owed by Customer to Supplier outlined within this Agreement within a fifteen (15) day threshold from the date the invoice has been set.

(b.) **Supplier-** Should Supplier Default, Customer shall have the right to terminate this Agreement by delivering written notice to Supplier. In the event that the Supplier defaults, the customer will be automatically returned to the responsibility of the Utility with no interruption of services.

Calculation of Early Termination Fee- If Commercial Customer, Early Termination Fee is equal to the remaining Agreement kWh or ccf Quantity multiplied by \$0.005/kWh or \$0.02/ccf; or the maximum allowed by law. **If Residential Customer** with one (1) to twelve (12) months remaining on a Fixed Agreement Early Termination Fee will not exceed \$99.00. For Residential Customers with more than twelve (12) months remaining in their Initial Term the Early Termination Fee will not exceed \$199.00.

Entire Agreement- This Agreement is all encompassing and embodies the entire Agreement and mutual understanding between Parties. The Agreement (including Enrollment Consent Forms, LOAs, Riders, Addendums, any Notices and Appendices) supersedes all prior agreements and understanding between Parties, whether written or oral, with respect to the subject matter herein.



NEW WAVE
Energy Corporation

Ride the Wave
to our Energy Future

Thursday, January 24th 2013

Mrs. Jolene M. Jeffe,

This is a written agreement promising that I, Anthony Marrano, will provide the Town of Aurora with a cost savings analysis on or before 1 year (365 days) from the start of their service with New Wave Energy Corporation. The analysis will show savings for the 12 months worth of rates provided by New Wave Energy against their previous supplier for the Town's electricity supply.

Regards,

Anthony Marrano
Lead Analyst
New Wave Energy Corp
434 Delaware Avenue
Buffalo, NY 14202
Mobile 716-697-8527
Work 716-887-9700
Fax 866-316-9366
anthony@nwaveenergy.com

PAYMENT APPLICATION

TO: Town of Aurora
 300 Glead Ave
 East Aurora, New York 14052
 Attn:

PROJECT NAME AND LOCATION:
 TABR
 Glead Ave Building Renovation
 300 Glead Ave
 East Aurora, New York 14052

FROM: NewCal Construction Inc.
 10994 Tinkham Road
 Darien, New York 14040

FOR:

APPLICATION # 8
PERIOD THRU: 01/02/2013
PROJECT #s: #830813
DATE OF CONTRACT: 04/12/2012

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

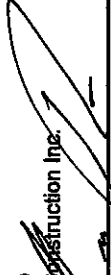
CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	\$292,824.00
2. SUM OF ALL CHANGE ORDERS	\$61,548.91
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$354,372.91
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$354,372.91
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$17,718.65
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$17,718.65
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$336,654.26
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$335,941.76
8. PAYMENT DUE	\$712.50
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$17,718.65

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$61,548.91	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$61,548.91	\$0.00
NET CHANGES	\$61,548.91	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: NewCal Construction Inc.
 By:  Ronald M Roberts
 Date: 1/3/13

State of: NEW YORK
 County of: ERIE

Subscribed and sworn to before me this 3rd day of JANUARY 2013


Notary Public:  LAURA A. BRADLEY
 My Commission Expires: MARCH 28, 2013 My Commission Expires March 28, 2013
 Notary Public, State of New York
 Qualified in Erie County

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: 712.50

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: 
 By: _____ Date: 1/16/13
 Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

6K

PAYMENT APPLICATION

TO: Town of Aurora
300 Glead Ave
East Aurora, New York 14052
Attn:

PROJECT NAME AND LOCATION: TABR
Glead Ave Building Renovation
300 Glead Ave
East Aurora, New York 14052

FROM: NewCal Construction Inc.
10994 Tinkham Road
Darlen, New York 14040

FOR: ARCHITECT:

APPLICATION # 9 **Distribution to:** OWNER ARCHITECT CONTRACTOR

PERIOD THRU: 01/02/2013

PROJECT #s: #630813

DATE OF CONTRACT: 04/12/2012

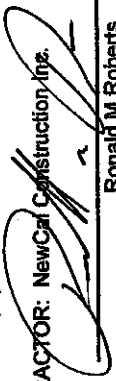
CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.


1. CONTRACT AMOUNT	\$292,824.00
2. SUM OF ALL CHANGE ORDERS	\$61,548.91
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$354,372.91
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$354,372.91
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$354,372.91
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$336,654.26
8. PAYMENT DUE	\$17,718.65
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$61,548.91	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$61,548.91	\$0.00
NET CHANGES	\$61,548.91	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: NewCal Construction Inc.
By:  Ronald M Roberts
Date: 1/3/13

State of: NEW YORK
County of: ERIE
Subscribed and sworn to before me this 3rd day of JANUARY 2013

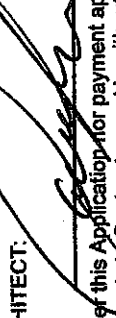
Notary Public:  Laura A. Bradley
My Commission Expires: MARCH 28, 2013

LAURA A. BRADLEY
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 28, 2013

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT 17,718.65
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: 
By: _____ Date: 1/16/13

Neither this Application for payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

6K
2