

OK as to form only

TOWN OF AURORA
Zoning Board of Appeals Request



Building Application #
Building Permit #

Zoning Appeal Case No. 1269
Date April 19, 2016 5.19.16

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

I, (we) West Herr of 3552 Southwestern Boulevard, Orchard Park, NY 14127
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 West Herr
Name of Applicant

OF 3552 Southwestern Blvd. Orchard Park New York
(Street & Number) (Municipality) (State)

- A PERMIT FOR USE - Expansion of Vehicle Storage Yard
A CERTIFICATE OF EXISTING USE
A VARIANCE FROM ZONING ORDINANCE
A PERMIT FOR OCCUPANCY
A TEMPORARY PERMIT OR EXTENSION THEREOF

1. LOCATION OF THE PROPERTY 455 Olean Road and 0 Olean Road
SBL # 175.00-2-19.1, 175.00-2-19.2 & 175.00-2-20.2 ZONING DISTRICT B-2

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 Do not quote the Ordinance)

The expansion of the vehicle storage yard requires a permit pursuant to the Table of District Regulations and the Applicant is also seeking an area

3. TYPE OF APPEAL. Appeal is made herewith for: variance from the requirement that a storage yard be enclosed by a fence
or stockade with a height of at least six feet.
An interpretation
A variance - to the Zoning Ordinance
An exception
A temporary permit

4. A PREVIOUS APPEAL has not been made with respect to this decision of the Building Inspector
or with respect to this property [The Applicant has been advised that a permit was previously granted in 1987 to allow the Project
Site to be utilized for the storage of approximately 100 vehicles.]

NAMES AND ADDRESSES OF OWNERS OF ABUTTING PROPERTIES ARE:

See attached list marked as an exhibit.

[List of names and addresses of abutting properties provided at Exhibit "D".]

STATE OF NEW YORK
COUNTY OF ERIE
Town of Amherst

Signature(s)
Hopkins Sorgi & Romanowski PLLC, 5500 Main St., Suite 343, Williamsville, NY 14221
Mailing Address Tel: 716.510-4338 - E-mail: shopkins@hsr-legal.com

Sean Hopkins, 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 19th
day of April, 2016

MARIANNE BRAUTLACHT
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 01/14/2018

Signature of Notary Public
NOTARY PUBLIC

Receipt #936474
7500
#16562
4/19/16

NOTE: A Short EAF prepared pursuant to the State Environmental Quality Review Act is attached to this
Application at Exhibit A. A copy of the Concept Plan for the proposed expansion of the existing vehicle
storage yard as prepared by Nussbaumer & Clarke, Inc. dated April 18, 2016 is attached as Exhibit "B"
and a Survey of the Project Site as prepared by Nussbaumer & Clarke, Inc, is provided at Exhibit "C".



Town of Aurora
300 Gleed Avenue
East Aurora NY 14052



Zoning Board of Appeals Petitioner's Letter of Intent

Applicants Name West Herr c/o Sean Hopkins, Esq. of Hopkins Sorgi & Romanowski, PLLC
 Address 5500 Main Street, Suite 343, Williamsville, New York 14221
 Telephone 510-4338 E-mail: shopkins@hsr-legal.com

Address of appeal 455 and 0 Olean Road [SBL Nos. 175.00-2-19.1, 175.00-2-19.2 & 175.00-2-20.2]
 Zoning District B-2
 Zoning Code Section Expansion of existing vehicle storage yard and area variance from enclosure requirement require the approval of the Zoning Board of Appeals pursuant to the Table of District Regulations.

Type of Appeal:

- A PERMIT FOR USE - Expansion of Vehicle Storage Yard A CERTIFICATE OF EXISTING USE
 A VARIANCE FROM ZONING ORDINANCE A PERMIT FOR OCCUPANCY
 A TEMPORARY PERMIT OR EXTENSION THEREOF

GROUNDS FOR VARIANCE: (may continue on separate sheet)

The Applicant is seeking an area variance from the requirement in the Table of District Regulations that a storage yard be enclosed by fence or stockade with a height of at least six feet. Pursuant to NYS Town Law Section 267-b(3)(b), the benefits that will be received by the Applicant if the requested area variance is granted outweighs any resulting detriments to the health, safety and welfare of the surrounding neighborhood or community. The proposed expansion of the vehicle storage yard will be located behind the existing vehicle storage yard and behind the existing building and the project layout is depicted on the Concept Plan prepared by Nussbaumer & Clarke, Inc. attached as Exhibit "B" of the Variance Application.

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  Date April 19, 2016
 Owners Signature _____ Date _____

The Town's Building Department has been provided with a blackline copy of the Contract for Sale between Nuwar Enterprises, Inc., the property owner and West Herr Properties EA, LLC. An authorization letter of the property owner will also be provided to the Building Department.

**SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY
AND REPLY TO MUNICIPALITY**

Note: Please complete in triplicate. Send original and one copy (with attachments) to Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202. Retain last copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: _____

Received: _____

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if no reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal Action, such reply must be considered.

Description of Proposed Action

1. Name of Municipality: Town of Aurora

2. Hearing Schedule: **Date** 5/19/2016 **Time** 7:00pm **Location** 300 Glead Avenue, E. Aurora

3. Action is before: Legislative Body Board of Appeals Planning Board

4. Action consists of: New Ordinance Rezone/Map Change Ordinance Amendment

Site Plan Variance Special Use Permit Other

5. Location of Property: Entire Municipality Specific as follows 455 Olean Rd., E. Aurora

6. Referral required as Site is within 500' of: State or County Property/Institution Municipal Boundary Farm Operation located in an Agricultural District

Expressway County Road State Highway Proposed State or County Road, Property, Building/Institution, Drainageway

7. Proposed change or use: (be specific) Expansion of a storage yard (for vehicles)

8. Other remarks: (ID#, SBL#, etc.) SBL#175.00-2-19.1; 175.00-2-19.2; and 175.00-2-20.2

9. Submitted by: Martha L. Librock, Town Clerk 4/28/2016

300 Glead Ave., E. Aurora, NY 14052

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on _____. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

1. The proposed action is not subject to review under the law.
2. Form ZR-3, Comment on Proposed Action is attached hereto.
3. The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.
4. No recommendation; proposed action has been reviewed and determined to be of local concern

By the Division of Planning: _____ Date: _____

**EXHIBIT A – COPY OF CONTRACT OF SALE
FOR PROJECT SITE**

CONTRACT OF SALE

THIS CONTRACT, made as of the [REDACTED] day of [REDACTED] between Nuwer Enterprises, Inc., a New York corporation have an address at 701 Quaker Street, East Aurora, New York 14052 ("Seller"), and West Herr Properties EA, LLC, a New York limited liability company, having an address at 3552 Southwestern Boulevard, Orchard Park, New York 14127 ("Buyer").

WITNESSETH:

In consideration of the mutual terms and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PREMISES. Subject to the terms of this Contract, Seller agrees to sell and Buyer agrees to purchase a portion of the land located at 455 Olean Road, Town of Aurora, County of Erie, SBL #'s 175.00-2-19.1 and 175.00-2-19.2, as shown on Exhibit 1 and being approximately 2.32 acres and all improvements thereon and all of Seller's right, title and interest in all easements, rights-of-way, licenses, appurtenances and other rights and benefits running with, or in any way related thereto (the "Premises").

2. PURCHASE PRICE. The purchase price to be paid for the Premises is [REDACTED] execution of this Contract on [REDACTED] and at closing the balance, subject to closing adjustments, by wire transfer, certified check or bank draft. The Deposit shall be held in escrow by Seller's attorney, Gerald Gorman, Esq, in a non-interest bearing account and shall be refundable in the event the Buyer terminates this Contract as permitted in or as a result of any nonfulfillment of any requirement set forth in [REDACTED] in which case the Deposit shall be returned to the Buyer and the parties shall have no further liability hereunder.

3. CLOSING.

(A) The closing ("Closing") for payment of the purchase price and delivery of the closing documents will take place [REDACTED] following the end of the [REDACTED] whichever occurs first, at the Erie County Clerk's Office.

(B) At Closing, Seller will deliver to Buyer (i) a Bargain and Sale Deed with covenant against Grantor's Acts in recordable form, duly executed and acknowledged by the Seller conveying to Buyer good and marketable fee simple title to the Premises subject only to the Permitted Encumbrances; (ii) an affidavit of Seller's status as a "non-foreign person" as provided for by the Foreign Investment in Real Property Tax Act (§1445 of the Internal Revenue Code); (iii) the representations and warranties of the Seller are true and correct as of Closing; (iv) such documents as may be required by the Title Company to insure title to the Premises subject only to the Permitted Encumbrances; and (v) possession of the Premises. If Seller shall fail to fulfill any

delivery requirement set forth above, the other party may terminate this Agreement upon five (5) days written notice, the deposit shall be returned to Buyer and the parties shall have no further obligations hereunder. The Buyer's obligation to close will be contingent upon Buyer entering into one or more easement(s) in form and content acceptable to Buyer with the adjoining land owner with respect to (i) ingress, egress and maintenance for that portion of the Premises marked on Exhibit 1 and (ii) said adjoining land owner to maintain a supporting wall as noted on Exhibit 1 and (iii) sharing costs with respect to environmental and site assessment.

4. TITLE AND SURVEY.

(A) Seller will convey to Buyer good and marketable, fee simple title to the Premises pursuant to the standards adopted by the Erie County Bar Association, subject only to easements, restrictions and other matters of record provided they do not interfere with the Buyer's contemplated use and development of the Premises for sales, service and parking of new and used vehicles (the "Permitted Encumbrances").

(B) Simultaneous herewith, Seller has delivered to Buyer copies of the existing abstract of title and survey for the Premises, along with copies of environmental reports, permits and tax bills relating to the Premises. After the expiration or waiver of the Due Diligence Period, Seller shall order an updated abstract of title and survey for the Premises. Within fourteen (14) days after Buyer's receipt of the updated abstract and survey, Buyer will notify Seller's attorney of any objections to title. Seller will promptly and in good faith use its best efforts to cure any objections to title, and may adjourn the Closing for up to ten (10) days for the purpose of curing any objections. If Seller is unable to cure such objections or if Seller cannot obtain at its cost a fee title insurance policy up to the purchase price of the Premises, Buyer may, at its option, either (i) close the transaction on the terms of this Contract and accept (in full satisfaction of Seller's obligation hereunder) such title as Seller can convey; or (ii) terminate this Contract.

5. CLOSING COSTS AND ADJUSTMENTS.

(A) Seller will pay the transfer tax and the cost of recording any title curative documents. Buyer will pay to record the deed.

(B) Current real property and ad valorem real estate taxes will be apportioned between Seller and Buyer as of the end of the day preceding the Closing. If the amount of taxes for the year in which Closing occurs is unknown at Closing, taxes will be prorated based on the amount of the prior year's taxes and Buyer and Seller, promptly upon request of the other, will adjust taxes when the amount for the current year is known.

6. BROKERAGE. Each party represents and warrants to each other that they have not engaged a broker or entered into any brokerage agreement in connection with the sale of the Premises hereunder and each party will indemnify, defend and hold harmless the other party from any breach of the foregoing representation and warranty.



(collectively the "Inspections") as Buyer may elect or as may be required in connection with any applicable local, State and Federal approvals for use of the Premises for sales, service and parking of new and used vehicles ("Approvals"). All Inspections shall take place with prior notice to Seller so the Seller can, at its option, have someone available to supervise the Inspections. All reports generated from Inspections shall be confidential and Buyer shall provide Seller with a copy of same. Buyer shall indemnify Seller for any damage to persons or property resulting from such Inspections and shall restore the Premises to its condition as it existing prior to undertaking the Inspections. If during the Due Diligence Period, Buyer determines in its sole and absolute discretion that it does not want to proceed with the transaction for any reason related to the condition of the Premises or failure to obtain any Approvals, then Buyer may notify Seller in writing that it is terminating this Contract, in which event the Deposit shall be returned to Buyer and neither party will have any further liability under this Contract. If prior to the expiration of the Due Diligence Period, if Buyer has submitted applications for all Approvals, but has yet to receive all Approvals, Buyer may extend the Due Diligence Period for up to six (6) months.

8. CONDEMNATION. If prior to Closing, there are any condemnation proceedings or eminent domain proceedings pending or contemplated against the Premises, or the access to the Premises becomes subject to any restrictions (collectively "Condemnation Proceedings") which impairs the use or value of the Premises as determined by Buyer in its sole and absolute discretion, Buyer may either, (a) terminate this Contract, or (b) proceed to Closing, in which event Seller will assign to Buyer any award or settlement whether or not made prior to Closing.

9. WARRANTIES AND REPRESENTATIONS. Seller warrants and represents to Buyer that:

(A) Seller has the power and authority to enter into this Contract and to consummate the contemplated transactions and the execution and delivery of the Contract and the performance by Seller of its obligations have been duly authorized and will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Seller is a party or by which it is bound, or any law, statute, rule or regulations to which Seller is subject;

(B) Seller owns or shall own at the time of closing the Premises free and clear of all claims, encumbrances and rights of others except for the Permitted Encumbrances and has the unrestricted right to sell and convey the Premises;

(C) Seller has received no notice of any pending or threatened actions, suits, investigations or proceedings before any court, investigative body, governmental department, commission, board, agency, bureau, or other governmental instrumentality, concerning or affecting the Premises;

(D) No condemnation proceedings or other similar proceedings are pending or, to the best of Seller's knowledge, threatened;

(E) Seller is not a foreign person and is a "United States Person" as such term is defined in §7701 (a)(30) of the Internal Revenue Code of 1986, as amended (the "Code");

(F) The Premises is serviced by all necessary public utilities including water, electric, storm sewer, gas, telephone and all such utilities enter the Premises from adjoining public rights-of-way;

(G) To Seller's knowledge, there have not been nor are there presently underground storage tanks existing on the Premises and there are no regulated toxic or hazardous substances presently existing on the Premises.

10. NOTICES. Any notice, approval, consent or other communication ("Notices") permitted or required under this Contract will be effective only if in writing and given by hand delivery or by mailing by certified or by registered mail, postage prepaid, return receipt requested, or by Federal Express, other comparable expedited mail service as set forth herein or at such other addresses as the party to be notified may from time to time designate by notice given in the manner provided in this Section. Notices will be effective upon receipt, if hand delivered, or one (1) day after deposit with Federal Express, or other comparable expedited mail service, or in the United States mail. Notices shall be directed to the addresses set forth above.

11. FURTHER ASSURANCES. The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Contract.

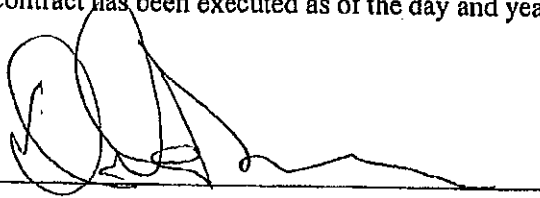
12. CAPTIONS, CONSTRUCTION, PLURALS. The captions of this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope, meaning or intent of this Contract. This Contract will not be binding or effective until executed and delivered by both Seller and Buyer. Whenever the context of this Contract may require, any pronoun will include the corresponding masculine, feminine and neuter form, and the singular form of nouns and pronouns will include the plural. This Contract may be executed in counterparts, each of which together shall constitute a binding agreement.

13. CHOICE OF LAW, ASSIGNMENT. The Contract shall be governed by the laws of the State of New York. Buyer may assign this Contract to an affiliated entity.

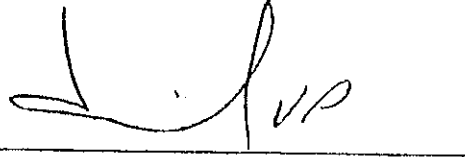
14. EFFECTIVE DATE. The Effective Date of this Contract will be the date that the Contract is executed by the Seller and the Buyer. This Contract offer shall expire on [REDACTED] if not fully executed by both parties by that date.

IN WITNESS WHEREOF, this Contract has been executed as of the day and year first above written.

SELLER:
By: _____

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

BUYER:
By _____

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

[Handwritten signature]

15J3-0204
8/27/15

PROPOSED DESCRIPTION
VACANT LAND - OLEAN ROAD
TOWN OF AURORA

X ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Aurora, County of Erie and State of New York, being part of Lot No. 22, Township 9, Range 6 of the Holland Land Company's Survey and further described as follows:

BEGINNING at a point in the east line of Lot 22 distant 719.00 feet southerly from the northeast corner of Lot 22, said point being the northeast corner of lands deeded to Nuwer Enterprises, Inc. by deed recorded in the Erie County Clerk's Office in Liber 11068 of Deeds at page 1385; thence southerly along the east line of Lot 22 97.22 feet; thence westerly at an interior angle of 96°15'15" 287.00 feet; thence southerly at an interior angle of 91°51'42" 148 feet more or less to the center line of a ditch; thence southerly along the center line of said ditch 233 feet more or less to the intersection of said ditch with a south line of said lands deeded to Nuwer Enterprises, Inc.; thence westerly along a south line of said lands deeded to Nuwer Enterprises, Inc. 47 feet more or less to a southwest corner of said lands deeded to Nuwer Enterprises, Inc.; thence northerly at an interior angle of 78°28'42" along the most westerly line of said lands deeded to Nuwer Enterprises, Inc. 522.43 feet to the northwest corner of said lands deeded to Nuwer Enterprises, Inc.; thence easterly at an interior angle of 80°27'14", parallel with the north line of Lot 22, along the north line of said lands deeded to Nuwer Enterprises, Inc. 467.54 feet to the point of beginning, forming an interior angle of 91°51'42" with the first described course, containing 2.32 acres of land, more or less. *exterior angle of 90° with last described line*



EXCEPTING that portion of land provided to the County of Erie as shown on a map dated October 9, 1941, S.H.5317 R.C., Map No. 0.1A R B, Parcel No. 0.1B.

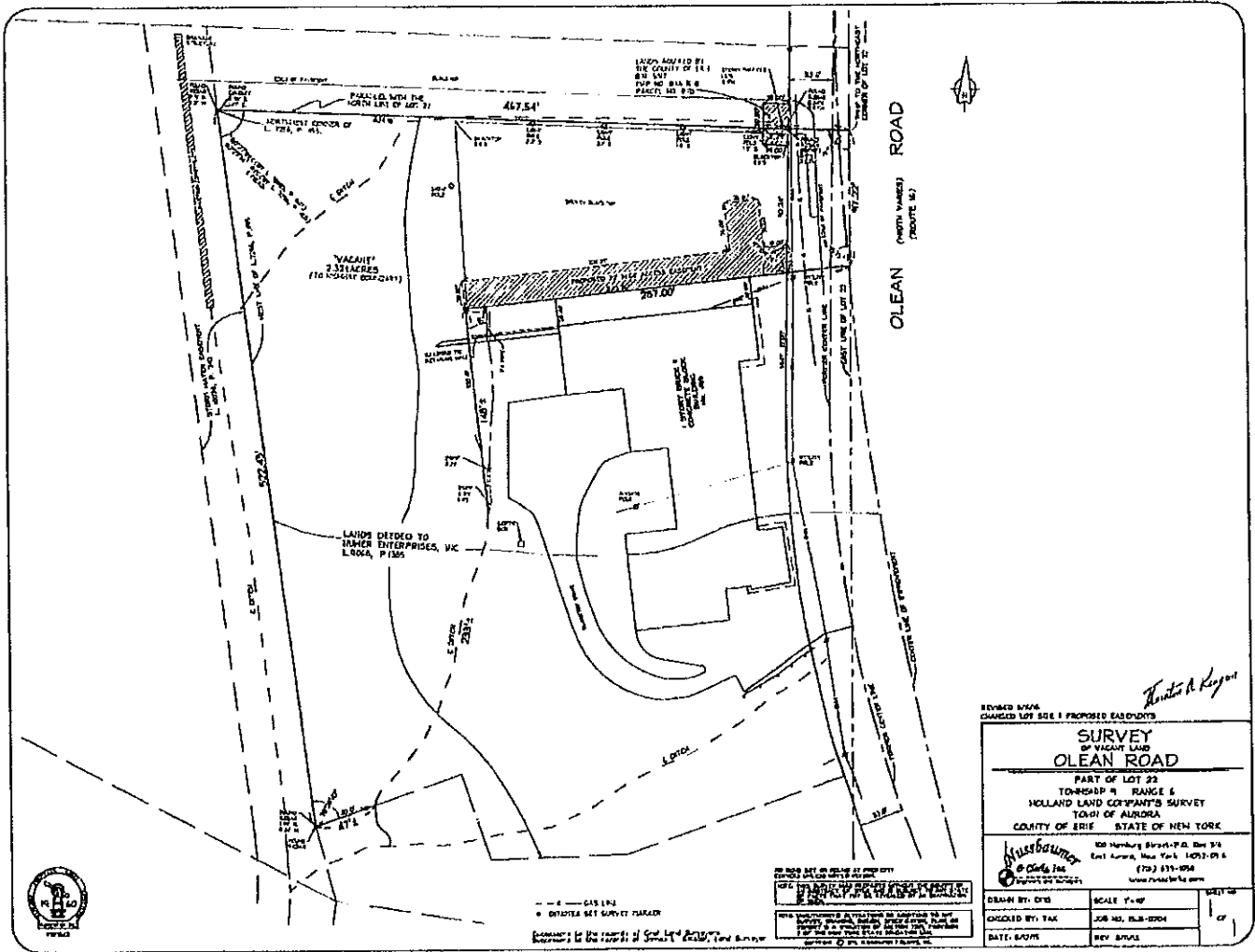
Subject to the rights of the public and others in and to that portion of the above described premises lying within the bounds of the public highway known as Olean Road.

Subject to an access easement reserved by the Grantor described as follows:

COMMENCING at a point in the east line of Lot 22 distant 816.22 feet southerly from the northeast corner of Lot 22; thence westerly forming an angle of 96°15'15" from the north to west and along the second described course of the above described premises 46.24 feet to

15J3-0204
8/27/15

the westerly bounds of Olean Road and the POINT OF BEGINNING;
thence continuing westerly on the second described course of the above
described premises 240.76 feet; thence northerly at right angles 20.00
feet; thence easterly at right angles 200.27 feet; thence northerly at right
angles 35.00 feet; thence easterly at right angles 25.00 feet; thence
southerly at right angles 35.00 feet; thence easterly at right angles 18.00
feet to the westerly bounds of Olean Road; thence southerly along the
westerly bounds of Olean Road 20.16 feet to the point of beginning. X



--- GAS LINE
 ○ DISTRICT SET SURVEY MARKER
 DRAWN BY THE FIRM OF **Smith & Associates**, Town Surveyor

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACT OF 1980 AND THE SURVEYING AND MAPPING REGULATIONS OF 1980.
 THE SURVEYOR'S ATTENTION IS DRAWN TO THE FACT THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACT OF 1980 AND THE SURVEYING AND MAPPING REGULATIONS OF 1980.

REVISED PLAN
 CHANGED LOT SIZE & PROPOSED EASEMENTS
SURVEY
 OF VACANT LAND
OLEAN ROAD
 PART OF LOT 22
 TOWNSHIP 4 RANGE 6
 HOLLAND LAND COMPANY'S SURVEY
 TOWN OF ALBION
 COUNTY OF ERIE STATE OF NEW YORK

Robert A. King
Robert A. King
 600 Hamburg Branch Rd. Box 34
 East Aurora, New York 14203-0034
 (716) 833-8958
 www.raa.com

DESIGN BY: CRB	SCALE: 1"=40'	SHEET NO:
CHECKED BY: TAC	JOB NO.: 154-1804	1 OF 1
DATE: 6/20/06	REV: 8/20/06	

**EXHIBIT ^{A-1}A - SHORT ENVIRONMENTAL
ASSESSMENT FORM PREPARED PURSUANT
TO THE STATE ENVIRONMENTAL
QUALITY REVIEW ACT ("SEQRA")**

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

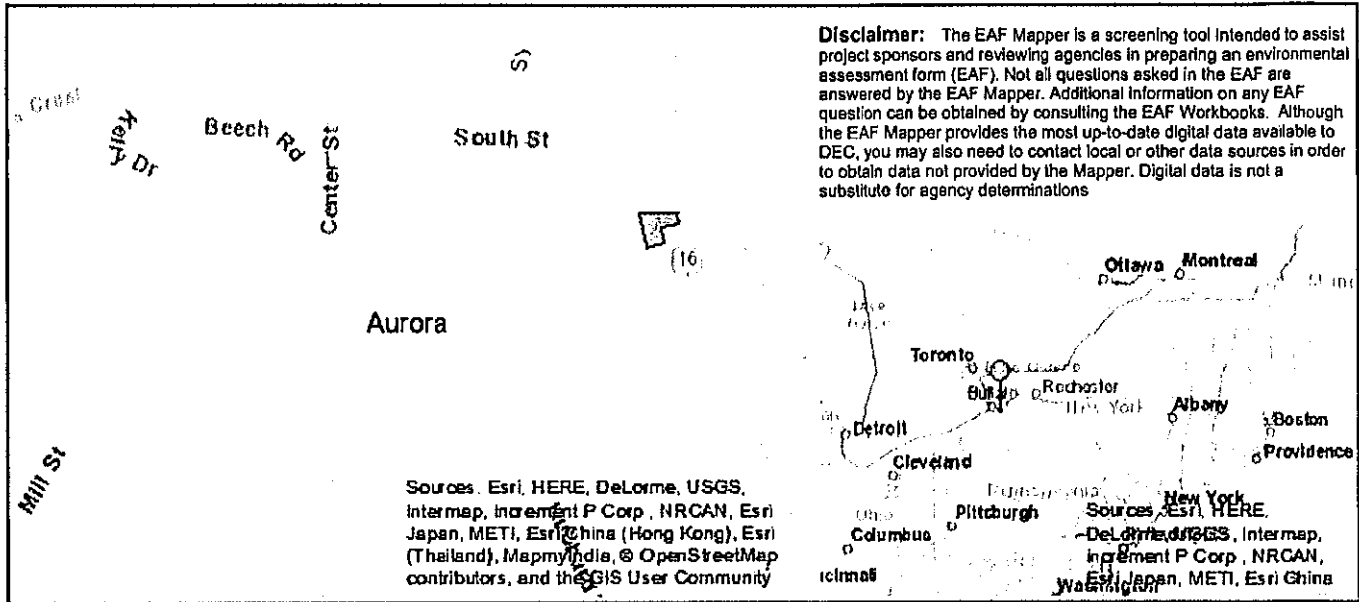
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information				
Name of Action or Project: Expansion of Vehicle Storage Yard				
Project Location (describe, and attach a location map): 455 and 0 Olean Road - Town of Aurora, Erie County				
Brief Description of Proposed Action: The Project Sponsor is seeking the required approvals for the construction of an expansion of the existing vehicle storage yard located on the Project Site. The expansion of the existing storage yard to for approximately 110 vehicles is depicted on the Concept Plan attached as Exhibit B of the ZBA Application. The current vehicle storage yard accommodates approximately 105 vehicles. The proposed expansion is an Unlisted action pursuant to the State Environmental Quality Review Act the implementing regulations promulgated by NYS Department of Environmental Conservation (collectively "SEQRA") since it does not cross any of the thresholds for a Type I action pursuant to 6 NYCRR Part 617.4. The proposed project ("action") has been defined broadly to include all required approvals and permits and all proposed site improvements as depicted on the fully engineered plans prepared by Nussbaumer & Clarke, Inc.				
Name of Applicant or Sponsor: West Herr c/o Sean Hopkins, Esq.		Telephone: 716.510-4338 E-Mail: shopkins@hsr-legal.com		
Address: Hopkins, Sorgi & Romanowski PLLC, 5500 Main Street, Suite 343				
City/PO: Williamsville	State: New York	Zip Code: 14221		
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Town of Aurora Zoning Board of Appeals - Permit for expansion of vehicle storage yard and area variance from enclosure requirement for storage yards			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ 2.32 acres				
b. Total acreage to be physically disturbed? _____ 0.8 acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ N/A acres				
4. Check all land uses that occur on, adjoining and near the proposed action.				
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)				
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <u>Town Parkland</u>				
<input type="checkbox"/> Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations? [Note: Proposed use is permitted in the B-2 zoning district subject to the granting of a permit by the Zoning Board of Appeals.]	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <u>Storm water runoff will be accommodated in accordance with the fully engineered plans for the project.</u> _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: West Herr		Date: April 19, 2016
Signature: <u><i>Shea Taylor, Attorney for Applicant</i></u>		



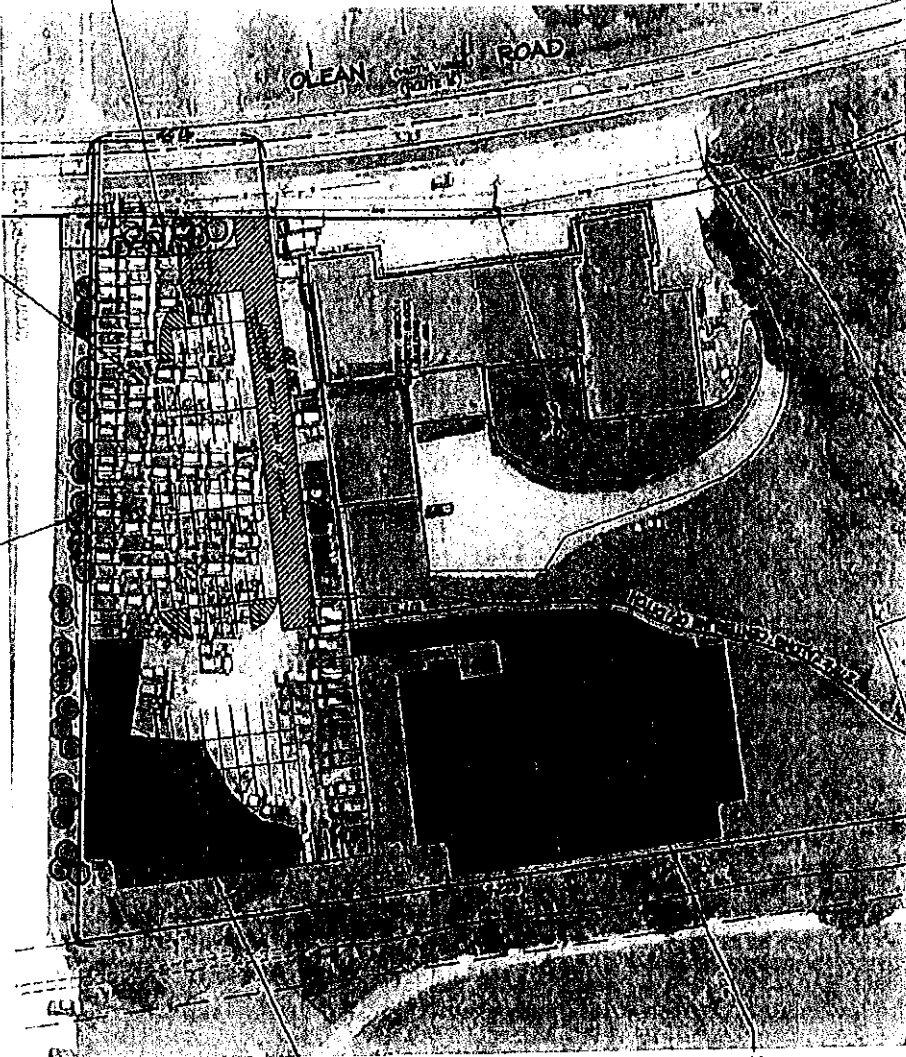
Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

**EXHIBIT B – CONEPT PLAN PREPARED BY
NUSSBAUMER & CLARKE, INC. FOR
PROPOSED EXPANSION OF EXITING
VEHICLE STORAGE YARD [11” X 17’]**

EXISTING VEHICLE STORAGE AREA

PROPOSED LANDSCAPING

PROPOSED LANDSCAPED BERM



PROPOSED
EXPANSION AREA 1
33 SPACES
9,500 SQFT.

PROPOSED
EXPANSION AREA 2
77 SPACES
26,000 SQFT.

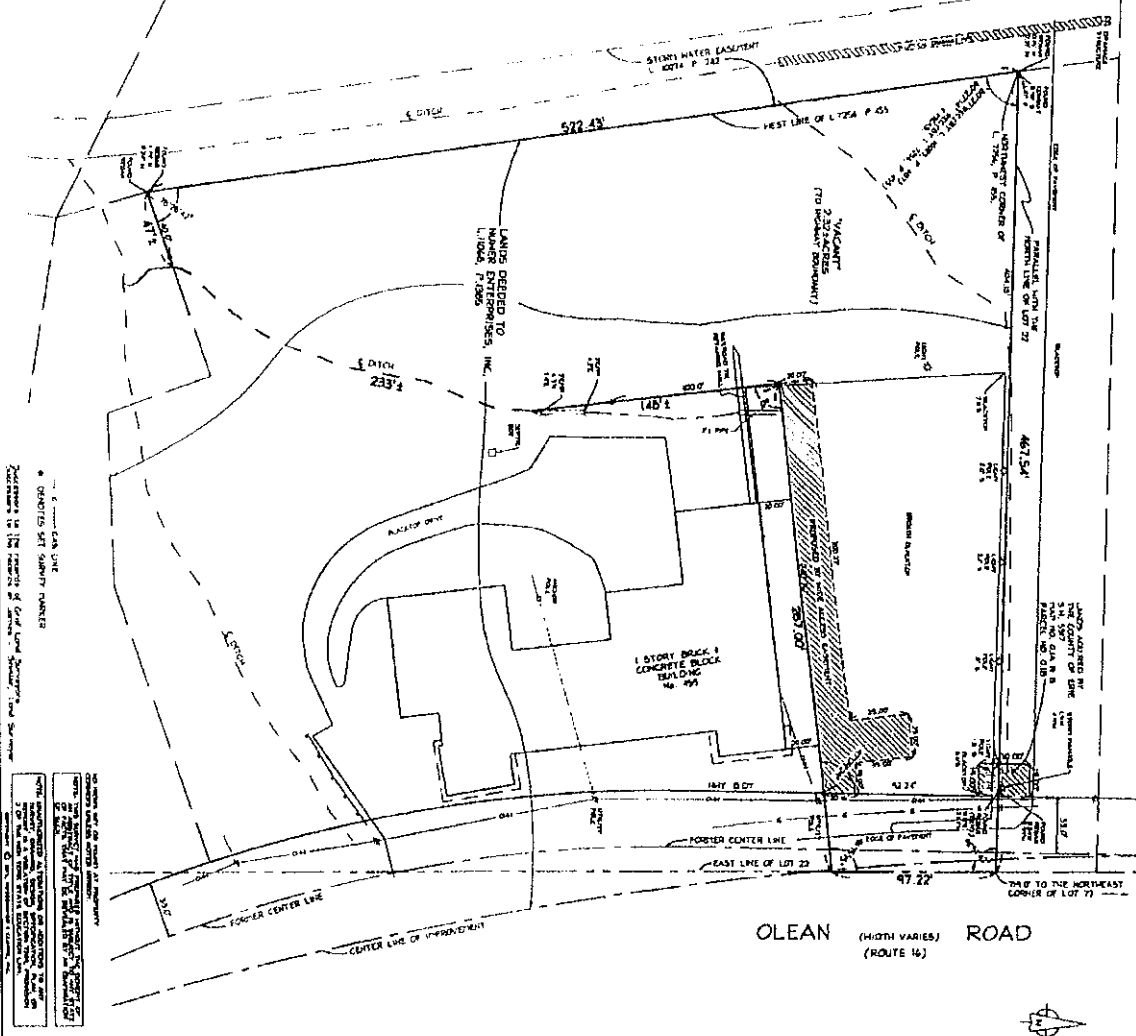
SITE DATA TABLE

SITE ADDRESS: 455 OLEAN ROAD, EAST AURORA, NY
 AREA: 2.43AC.
 EXISTING PAVING SPACES: 106
 DISTURBED ADDITIONAL PAVING SPACES: 110
 TOTAL PROPOSED PAVING SPACES: 215
 AREA OF DISTURBANCE: 0.8AC.

CONCEPTUAL SITE PLAN

DESIGNED BY: [unreadable]
 SCALE: 1" = 50' BY
 DATE: 10/18/11

**EXHIBIT C – SURVEY OF PROJCT
SITE PREPARED BY NUSSBAUMER
& CLARKE, INC. [11” X 17”]**



TO BE OPENED UP TO TRAFFIC AT ANY TIME
 THIS SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE
 REQUIREMENTS OF THE STATE SURVEYING LAW AND THE
 REQUIREMENTS OF THE STATE SURVEYING BOARD. THE
 SURVEYOR HAS BEEN AWARE OF THE EXISTING RECORDS
 IN THE OFFICE OF THE STATE SURVEYOR AND HAS
 BEEN AWARE OF THE LOCATION OF ALL EXISTING
 UTILITY LINES AND HAS MARKED THEM ACCORDING
 TO THE REQUIREMENTS OF THE STATE SURVEYING
 BOARD. THE SURVEYOR HAS BEEN AWARE OF THE
 LOCATION OF ALL EXISTING BUILDINGS AND HAS
 BEEN AWARE OF THE LOCATION OF ALL EXISTING
 SETBACKS TO THE REQUIREMENTS OF THE STATE
 SURVEYING BOARD. THE SURVEYOR HAS BEEN
 AWARE OF THE LOCATION OF ALL EXISTING
 UTILITIES AND HAS MARKED THEM ACCORDING TO
 THE REQUIREMENTS OF THE STATE SURVEYING
 BOARD.

REVISED PLANS
 EXAMINED LOT 15 & PROPOSED ADJUSTMENTS

Robert L. Karpman

SURVEY
 OF VACANT LAND
OLEAN ROAD

PART OF LOT 72
 TOWNSHIP 9 RANGE 6
 HOLLAND LAND COMPANY'S SURVEY
 TOWN OF AUBURN
 COUNTY OF BURE
 STATE OF NEW YORK

50 Lumber Street, 8th Fl.
 East Albany, New York 12243-0948
 (518) 438-0700
 www.karpman.com

Hessburg
 & Gable, Inc.
 Licensed Professional Engineers
 125 West 11th Street
 Albany, New York 12243-0948
 (518) 438-0700
 www.hessburg.com

DRAWN BY: STB
 CHECKED BY: TAE
 DATE: 07/13/07

SCALE: 1"=40'
 SED NO. 83-0204
 150' X 200'

**EXHIBIT D – LIST OF NAMES AND
ADDRESS OF ABUTTING PROPERTIES
WITH COPIES OF PARCEL DETAIL
REPORTS**

EXHIBIT D OF VARIANCE APPLICATION

Names and Addresses of Contiguous Property Owners

1. Property Address: 441 Olean Road
Owner: Town of Aurora, 300 Gleed Avenue, East Aurora, NY 14052
2. Property Address: 450 Olean Road
Owner: James F. and Jacqueline Collins, 14 Ruskin Road, East Aurora, NY 14052
3. Property Address: 454 Olean Road
Owner: Red Wolf Trading Co. LLC, 454 Olean Road, East Aurora, NY 14052
4. Property Address: 519 Olean Road
Owner: Roy and Cathleen Jaworski, 519 Olean Road, East Aurora, NY 14052
5. Property Address: 0 Olean Road [SBL 176.00-1-8

OWNER: DAVID ALLEN
185 SCHWARTZ RD, LITHE
NY 14086

Note: Copies of the Parcel Detail Reports obtained from the Erie County GIS mapping application are attached.

6. 434 OLEAN RD
DiPIETRO FAMILY TRUST
1369 UNDERHILL RD, EA

446 OLEAN RD
7. JEFFREY EATON
13512 BIG TREE RD, EA

8) Village of E. Aurora w/rt 500'
571 Main St, EA

Owner: Newer Enterprises Inc
701 Quaker Rd, EA

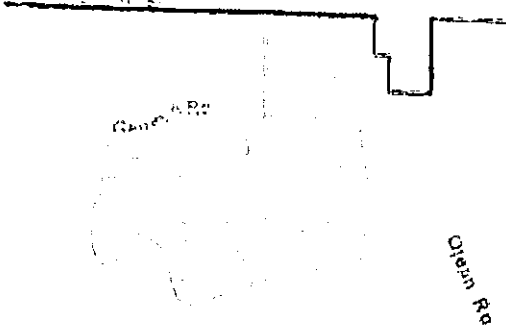


David Allen
 185 Schwartz Rd, ^{June} Elms 14086

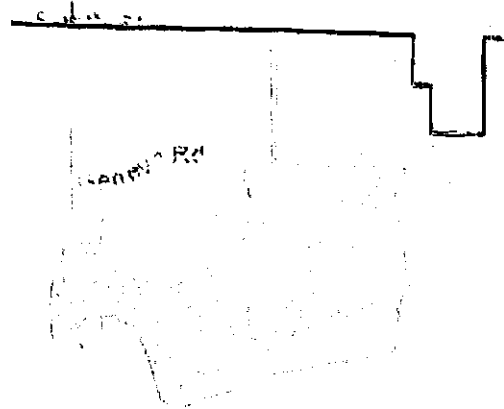
Erie County On-Line Mapping System
Parcel Detail Report

Report generated:
4/19/2016 12:58:29 PM

Linden Ave



Parcel Overview Map



Parcel Detail Map

PIN: 1424891750000002027120
SBL: 175.00-2-27.12
Address: 441 OLEAN RD
Owner 1: TOWN OF AURORA
Owner 2:
Mailing Address: 300 GLEED AVE
City/Zip: EAST AURORA NY 14052
Municipality: Aurora
Property Class: 322
Class Description: R - Rural vac>10
Front: 60
Depth: 0
Deed Roll: 8
Deed Book: 10956
Deed Page: 1708
Deed Date:

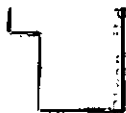
Acreage: 34.5753851065
Total Assessment: \$26,000
Land Assessment: \$26,000
County Taxes: \$0
Town Taxes: \$0
School Taxes: \$0
Village Taxes: \$0
School District: EAST AURORA UNION FREE DISTRICT #1
Year Built: 0
Sqft Living Area: 0
Condition: 0
Heating: 0
Basement: 0
Fireplace: 0
Beds: 0
Baths: 0

Erie County, its officials, and its employees assume no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information provided. Tax parcel data was prepared for tax purposes only and is not to be reproduced or used for surveying or conveyancing. This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Erie County On-Line Mapping System

Parcel Detail Report

Report generated:
4/19/2016 1:01:10 PM



Lapham Rd

Parcel Overview Map

Parcel Detail Map

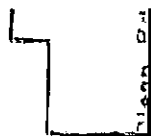
PIN: 1424891761300002007000
SBL: 176.13-2-7
Address: 454 OLEAN RD
Owner 1: RED WOLF TRADING CO. LLC
Owner 2:
Mailing Address: 454 OLEAN RD
City/Zip: EAST AURORA NY 14052
Municipality: Aurora
Property Class: 484
Class Description: C - 1 use sm bld
Front: 95
Depth: 523.88
Deed Roll: 1
Deed Book: 11199
Deed Page: 7645
Deed Date:

Acreage: 0.94413069341
Total Assessment: \$49,600
Land Assessment: \$7,400
County Taxes: \$49,600
Town Taxes: \$0
School Taxes: \$0
Village Taxes: \$0
School District: EAST AURORA UNION FREE DISTRICT #1
Year Built: 0
Sqft Living Area: 0
Condition: 0
Heating: 0
Basement: 0
Fireplace: 0
Beds: 0
Baths: 0

Erie County On-Line Mapping System

Parcel Detail Report

Report generated:
4/19/2016 1:01:38 PM



c

Parcel Overview Map

Parcel Detail Map

PIN: 1424891761300002005000

SBL: 176.13-2-5

Address: 450 OLEAN RD

Owner 1: COLLINS JAMES F II

Owner 2: COLLINS JACQUELINE A

Mailing Address: 14 RUSKIN RD

City/Zip: EAST AURORA NY 14052

Municipality: Aurora

Property Class: 450

Class Description: C - Retail srvc

Front: 200

Depth: 236.9

Deed Roll: 1

Deed Book:

Deed Page:

Deed Date:

Acreage: 0.87863617181

Total Assessment: \$157,200

Land Assessment: \$11,400

County Taxes: \$157,200

Town Taxes: \$0

School Taxes: \$0

Village Taxes: \$0

School District: EAST AURORA UNION FREE
DISTRICT #1

Year Built: 0

Sqft Living Area: 0

Condition: 0

Heating: 0

Basement: 0

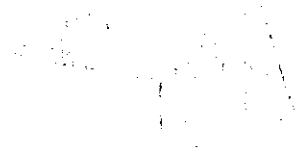
Fireplace: 0

Beds: 0

Baths: 0

Erie County On-Line Mapping System
Parcel Detail Report

Report generated:
4/19/2016 12:59:02 PM



Clear

Parcel Overview Map

Parcel Detail Map

PIN: 142489175000002027310
SBL: 175.00-2-27.31
Address: 519 OLEAN RD
Owner 1: JAWORSKI ROY
Owner 2: JAWORSKI CATHLEEN
Mailing Address: 519 OLEAN RD
City/Zip: EAST AURORA NY 14052
Municipality: Aurora
Property Class: 210
Class Description: R - 1 Family Res
Front: 193.51
Depth: 0
Deed Roll: 1
Deed Book: 11125
Deed Page: 6153
Deed Date:

Acreage: 1.22300829407
Total Assessment: \$81,900
Land Assessment: \$9,200
County Taxes: \$81,900
Town Taxes: \$0
School Taxes: \$0
Village Taxes: \$0
School District: EAST AURORA UNION FREE DISTRICT #1
Year Built: 1926
Sqft Living Area: 2040
Condition: 0
Heating: 0
Basement: 0
Fireplace: 1
Beds: 4
Baths: 1.5

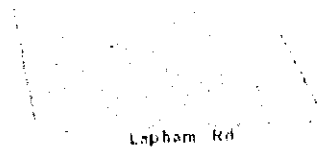
Erie County, its officials, and its employees assume no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information provided. Tax parcel data was prepared for tax purposes only and is not to be reproduced or used for surveying or conveyancing. This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Erie County On-Line Mapping System
Parcel Detail Report

Report generated:
4/19/2016 1:02:21 PM



Parcel Overview Map



Parcel Detail Map

PIN: 1424891760000001008000

SBL: 176.00-1-8

Address: 0

Owner 1:

Owner 2:

Mailing Address:

City/Zip:

Municipality: Aurora

Property Class: 0

Class Description: -

Front: 0

Depth: 0

Deed Roll: 0

Deed Book:

Deed Page:

Deed Date:

Acreage: 3.21587279214

Total Assessment: \$0

Land Assessment: \$0

County Taxes: \$0

Town Taxes: \$0

School Taxes: \$0

Village Taxes: \$0

School District:

Year Built: 0

Sqft Living Area: 0

Condition: 0

Heating: 0

Basement: 0

Fireplace: 0

Beds: 0

Baths: 0

Erie County, its officials, and its employees assume no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information provided. Tax parcel data was prepared for tax purposes only and is not to be reproduced or used for surveying or conveyancing. This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.