

**APPLICATION**  
**TOWN OF GREAT VALLEY - ZONING BOARD OF APPEALS**  
 Town of Great Valley, 4808 Rte. 219, PO Box 427, Great Valley, NY 14741 Phone 716 945-4200

Application No. \_\_\_\_\_

Date August 10, 2022

Applicant: (Name & Address)

Lake Erie Tobacco Company  
6564 Route 417  
Kill Buck, NY 14748

Phone No. 716-945-9538

Site Location:

6564 Route 417  
Kill Buck, NY 14748

Owner: (If Different from Applicant)

6564 Route 417, LLC  
6564 Route 417  
Kill Buck, NY 14748

Phone No. 716-945-9538

Tax Map No. 73.004-1-38.2  
 Zoning District AR  HCR C-1  
RR HD

Type of Request  Area Variance  Use Variance  Zoning Interpretation  
 Temporary Permit  Other: \_\_\_\_\_

Provision(s) of Zoning Ordinance Being Appealed (Article, Section, Sub. Sect. Paragraph, etc. Don't fully quote the ordinance)

n/a

Brief Description of Requested Action: Warehouse extension with loading dock

[Signature] 8/10/22  
 Signature of Applicant Date

[Signature] 8/10/22  
 Signature of Owner (If Different from Applicant) Date

See Check List on the back of this page for information to be provided with this application. All applicable items and the appropriate FEE must be submitted by the Submittal Date in order to be placed on the agenda for the next Zoning Board Meeting.

**DO NOT WRITE BELOW THIS LINE - TOWN USE ONLY**

\_\_\_\_ Application deemed COMPLETE and will be placed on the agenda for \_\_\_\_\_ meeting.  
 \_\_\_\_ Application deemed INCOMPLETE and to be returned to the applicant \_\_\_\_\_  
 (Date)

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Zoning Officer

REVIEW SUMMARY  Approved  Denied  Application Withdrawn or Rejected

# 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.

<b>Part 1 – Project and Sponsor Information</b>			
Lake Erie Tobacco Company			
<b>Name of Action or Project:</b> Variance for warehouse extension with loading dock.			
<b>Project Location (describe, and attach a location map):</b> See attached.			
<b>Brief Description of Proposed Action:</b> Warehouse extension with loading dock.			
<b>Name of Applicant or Sponsor:</b> Lake Erie Tobacco Company		<b>Telephone:</b> 716-945-9538	
		<b>E-Mail:</b> jwilkins@lakeerietobacco.com	
<b>Address:</b> 6465 Route 417			
<b>City/PO:</b> Kill Buck		<b>State:</b> NY	<b>Zip Code:</b> 14748
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 government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		30 x 100 ft <del>XXXX</del>	
b. Total acreage to be physically disturbed?		100 x 100 ft <del>XXXX</del>	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		See Above. acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): None			
<input type="checkbox"/> Parkland			



5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <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 <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input 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: _____ n/a _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ well _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Septic _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input 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 <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <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 plan?	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,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____		
_____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<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	YES
	<input checked="" type="checkbox"/>	<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	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____		
_____		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Jared Zimbardi</u> Date: <u>8/10/22</u>		
Signature: <u><i>Jared Zimbardi</i></u> Title: <u>VP of Operations</u>		



## RIGHT OF WAY AGREEMENT

AMONG

TRAVIS HERON AND LAKE ERIE TOBACCO COMPANY

This Right of Way Agreement (the "Agreement"), dated as of July <sup>5<sup>th</sup></sup> 21, 2022, between **Travis Heron**, with a mailing address of 175 Rochester Street, Salamanca, Allegany Territory 14779 ("Grantor") and **Lake Erie Tobacco Company**, with offices located at 6564 Route 417, Kill Buck, NY 14748 ("Grantee").

For valuable consideration, the receipt of which is acknowledged, and of Grantee's promise to pay Grantor, provided below, Grantor grants to Grantee and its successors and assigns, the non-exclusive right to remove any signs or structures and to construct, maintain, operate, repair, replace and alter the size of, and remove and abandon, a driveway, but no other improvements, and to use same solely as a driveway for loading and unloading of product, and not for long term parking or any other purpose, for the term hereof in order for Grantee to have an additional way of ingress and egress to and from Grantee's facilities across lands of Grantor described as follows:

The land is east and southeast of the intersection of Hardscrabble Road and New York State Route 417, in Kill Buck, Cattaraugus County, on the Allegany Territory of the Seneca Nation of Indians, and bounded on the north in part at the Allegany Territory reservation boundary (the "Land").

Grantor understands and acknowledges that Grantee will be constructing a loading dock on the property adjacent to the Land and such loading dock will require a variance from the Town of Great Valley. Grantor approves of and allows Grantee to obtain a variance from the Town of Great Valley as it pertains to the ordinance requiring that any construction must be 15 feet from a property line (the "Variance"). This Agreement is contingent upon Grantee obtaining the Variance from the Town of Great Valley. Grantor and Grantee agree that no construction will begin on the Land until such time as the Variance is granted.

The aforementioned grant is subject to the following terms and conditions.

1. **Right of Way Location.** The Right of Way area shall be 100 feet in width and be located on the premises shown in Exhibit "A" attached hereto and made a part of this Agreement.
2. **Payments to Grantor.** Upon obtaining the Variance, Grantee will pay Grantor USD  
Once the Right of Way area is surveyed and prior to construction, but in no event longer than thirty days from the date of this Agreement, Grantee will advance the estimated cost of or reimburse Grantor for the actual cost of constructing a replacement billboard on other lands of Grantor on the Allegany Territory. The penalty for failure to timely make these payments will be the forfeiture of the rights granted by this Agreement.
3. **Term.** This Agreement shall expire 6 years from the date first mentioned above. Grantee shall have one option to renew this Agreement for one consecutive terms of 6 year for the same  
. Any renew options after that time shall be renegotiated by the parties.
4. **Grantee's Right of Possession.** At the time of Grantee's construction, or during the times of driveway use, maintenance, replacement or removal, during the Term hereof, Grantee is granted

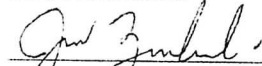
reasonable right of way use of the Lands while conducting business at its facilities on lands adjacent to the Land.

5. **Grantor's Right of Possession.** Grantor may fully use and enjoy the premises, except for Grantee's rights under this Agreement.
6. **Indemnity.** Grantee shall defend, indemnify and hold harmless Grantor against any and all causes of action, claims, damages, injuries, losses, fines or penalties, including but not limited to, the cost of suit, including reasonable attorneys' fees, and payment of judgments or settlements (including those imposed on Grantor by any governmental authority), asserted against, incurred, or required to be paid by Grantor, as a direct or indirect result of conduct of Grantee, or its officers, agents, employees or invitees in connection with Grantee's business activities including use of the Right of Way area. Grantor shall give Grantee prompt written notice of the claim, and Grantee shall have the right to control the defense or settlement of it, at Grantee's cost.
7. **Damages.** Grantee will remove unnecessary equipment and materials and grade and reseed the Right of Way area after completion of construction activities, and will repair any damaged improvements to the Land, such as fences, drain tiles, driveways, and parking areas.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Agreement supersedes all written or oral, prior or contemporaneous agreements, representations, warranties and understandings of the parties with respect thereto. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.
9. **Binding Effect.** All rights and duties under this Agreement shall benefit and bind Grantor, Grantee and their heirs, administrators, executors, personal representatives, successors and assigns.
10. **Governing Law.** The parties hereto agree that this Agreement shall be governed by and construed in accordance with the laws of the Seneca Nation of Indians, and any legal action taken pursuant to this Agreement shall be filed, prosecuted and defended solely in the courts of the Seneca Nation of Indians.

IN WITNESS WHEREOF, Grantee has executed this Agreement as of the date first written above.

GRANTEE: Lake Erie Tobacco Company

Print: Jared Zimbardi

Sign: 

Its: VP of Operations


STATE OF NEW YORK)

) ss

COUNTY OF CATTARAUGUS)

On this the 21<sup>st</sup> day of July, 2022, before me, the undersigned officer, personally appeared Jared Zimbardi, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_

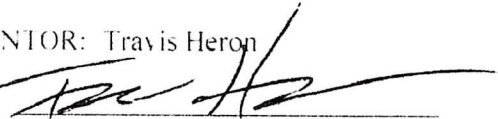
Notary Public

My Commission Expires: 8-23-23

Tina M. Bardak  
Notary Public, State of New York  
No. 02BA6226869  
Qualified in Cattaraugus County  
My Commission Expires August 23, 2023

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first written above.

GRANTOR: Travis Heron

Sign:   
\_\_\_\_\_


STATE OF NEW YORK)

) ss

COUNTY OF CATTARAUGUS)

On this the 21<sup>st</sup> day of July, 2022, before me, the undersigned officer, personally appeared Travis Heron, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_

Notary Public

My Commission Expires: 8-23-23

Tina M. Bardak  
Notary Public, State of New York  
No. 02BA6226869  
Qualified in Cattaraugus County  
My Commission Expires August 23, 2023



Exhibit A





# Image Mate Online

Navigation Tools GIS Map Tax Maps | ORPS Links Assessment Info

Help Contact Us Log In

## Commercial

Property Info

Owner/Sales

Inventory

Improvements

Tax Info

Tax Calculator

Report

Comparables

Download  
RP5217 Form

Download  
RP5217  
Editor

## Parcel History

View parcel history  
data

## Municipality of Great Valley

SWIS:	044400	Tax ID:	73.004-1-38.2
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## Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	6564 Nys Rte 417		
Property Class:	710 - Manufacture	Site Property Class:	440 - Warehouse
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	Not Applicable
Neighborhood:	44050 -	School District:	Salamanca
Total Acreage/Size:	15.00	Equalization Rate:	----
Land Assessment:	2022 - \$130,100	Total Assessment:	2022 - \$4,276,200
Full Market Value:	2022 - \$5,214,878		
Deed Book:	8667	Deed Page:	6001
Grid East:	1125623	Grid North:	784823

## Special Districts for 2022

Description	Units	Percent	Type	Value
FD445-Killbuck fire	0	0%		0

## Land Types

Type	Size
Primary	3.00 acres
Residual	12.00 acres

## Photographs

(Click on photo to enlarge it.)



Photo 3 of 3



## Documents

- Deed History Card
- RP5217 - 9/07
- RP5217 (1) 1/06
- RP5217 (2) 1/06

## Maps

CLICK HERE for information on purchasing tax maps.

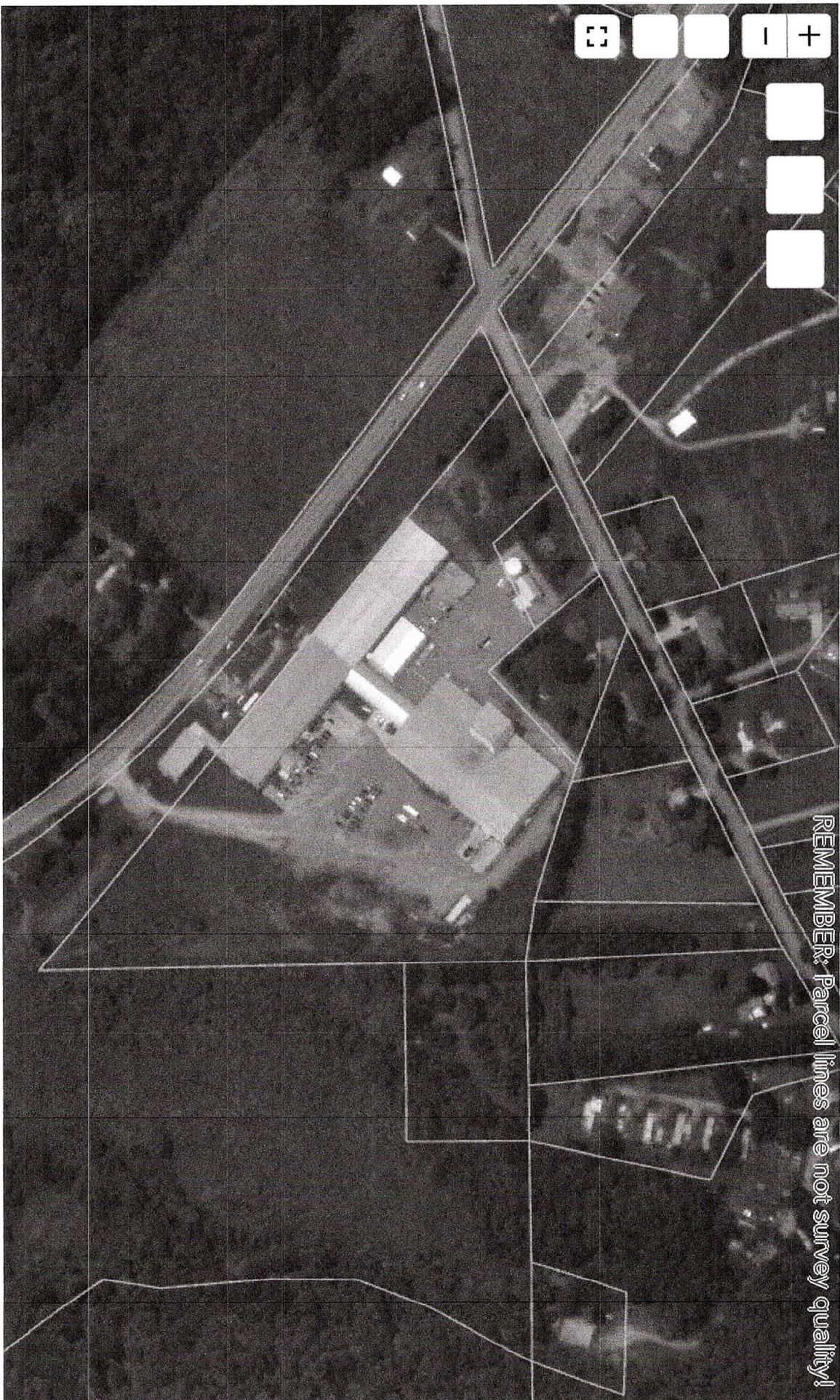
[View Tax Map](#)

[Pin Property on GIS Map](#)





REMEMBER: Parcel lines are not survey quality!



300ft

-78.66212 42.15614 Degrees



**SURVEYORS NOTES:**

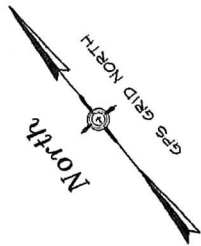
- 1.) TO BE VALID, COPIES OF THIS DOCUMENT MUST BEAR THE SURVEYOR'S EMBOSSED SEAL AND SIGNATURE IN RED INK.
- 2.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO SUCH FACTS AS MAY BE DISCLOSED IN SUCH.
- 3.) TAX PARCEL LINE OF ADJOINERS ARE APPROXIMATE, LINES WERE NOT SURVEYED.
- 4.) BEARINGS ARE BASED ON GPS GRID NORTH.

**ELEVATION NOTE:**

ELEVATIONS ON THIS PLAN ARE BASED ON AN NGS OPUS SOLUTION VERTICAL DATUM: NAVD88

**LEGEND**

N/F = NOW OR FORMERLY  
INST# = INSTRUMENT NUMBER  
D = DEED DIMENSION  
M = MEASURED DIMENSION

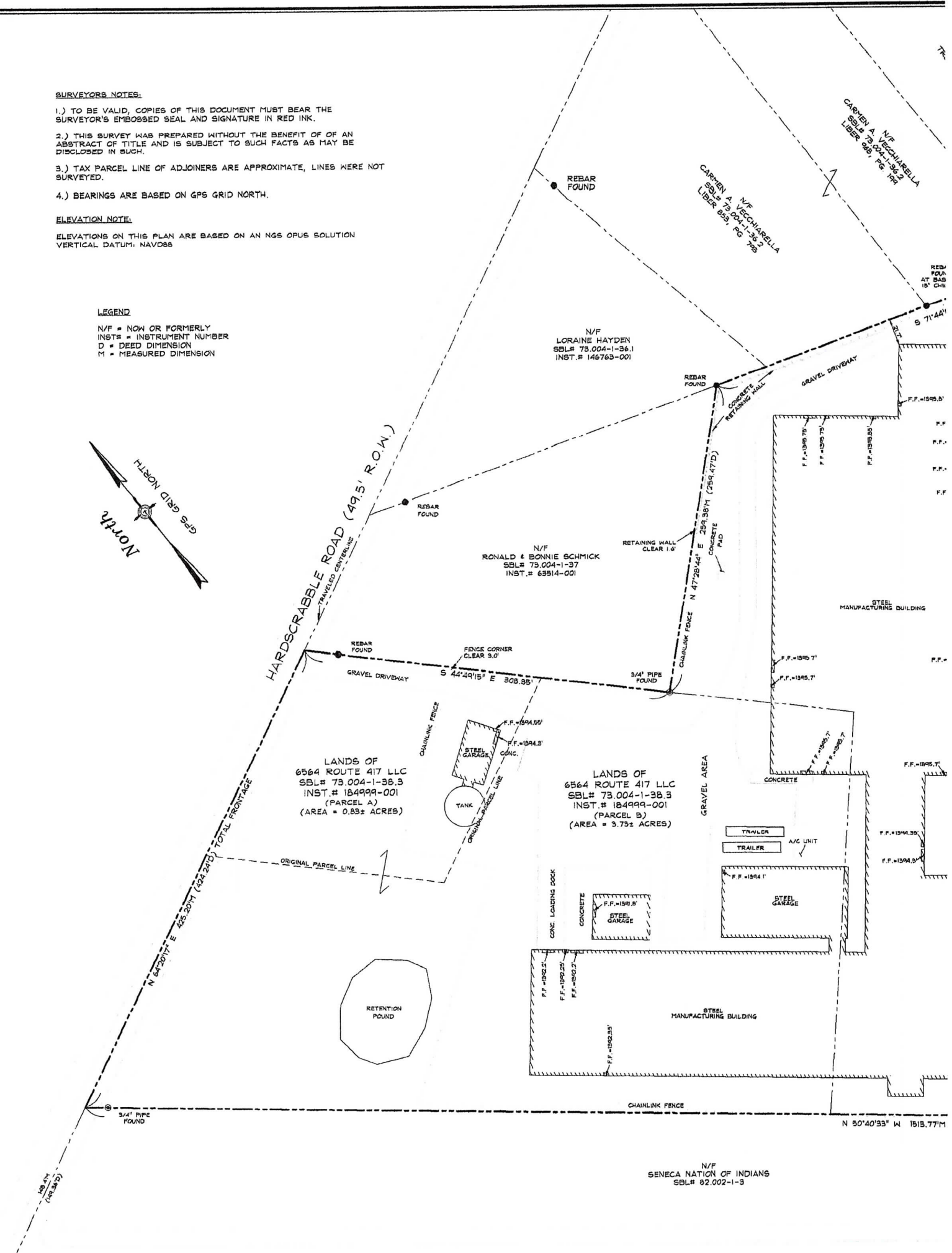


HARDSCRABBLE ROAD (49.5' R.O.W.)  
TRAVELED CENTERLINE

LANDS OF  
6564 ROUTE 417 LLC  
SBL# 73.004-1-38.3  
INST.# 184999-001  
(PARCEL A)  
(AREA = 0.83± ACRES)

LANDS OF  
6564 ROUTE 417 LLC  
SBL# 73.004-1-38.3  
INST.# 184999-001  
(PARCEL B)  
(AREA = 3.73± ACRES)

N/F  
SENECA NATION OF INDIANS  
SBL# 82.002-1-3



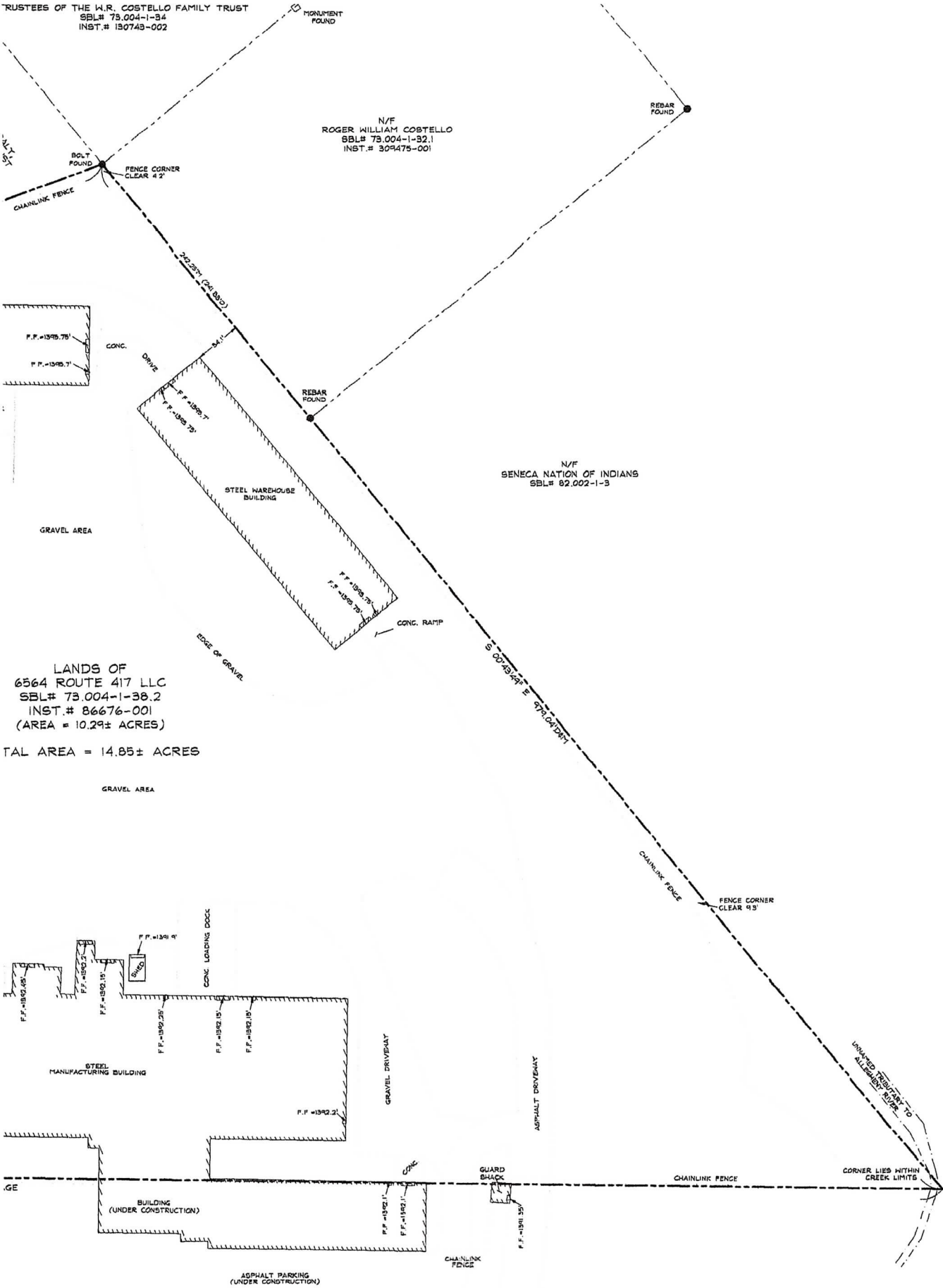
RUSTEES OF THE W.R. COSTELLO FAMILY TRUST  
SBL# 73.004-1-34  
INST.# 130743-002

N/F  
ROGER WILLIAM COSTELLO  
SBL# 73.004-1-32.1  
INST.# 309475-001

N/F  
SENECA NATION OF INDIANS  
SBL# 82.002-1-3

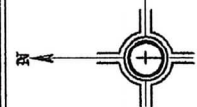
LANDS OF  
6564 ROUTE 417 LLC  
SBL# 73.004-1-38.2  
INST.# 86676-001  
(AREA = 10.29± ACRES)

TOTAL AREA = 14.85± ACRES



**ANDREW S. ROSENBERGER**  
REGISTERED LAND SURVEYOR  
PENNSYLVANIA AND NEW YORK

**LANG SURVEYING LLC**  
BOUNDARY SUBDIVISION  
1059 LAFFERTY LANE  
BRADFORD, PA 16701  
PHONE: (814) 368-4139  
TOPOGRAPHIC, OIL & GAS  
WELL SURVEYS



REV	DATE	DESCRIPTION	APPD

DRAWING TITLE  
**PLAT OF  
BOUNDARY SURVEY**

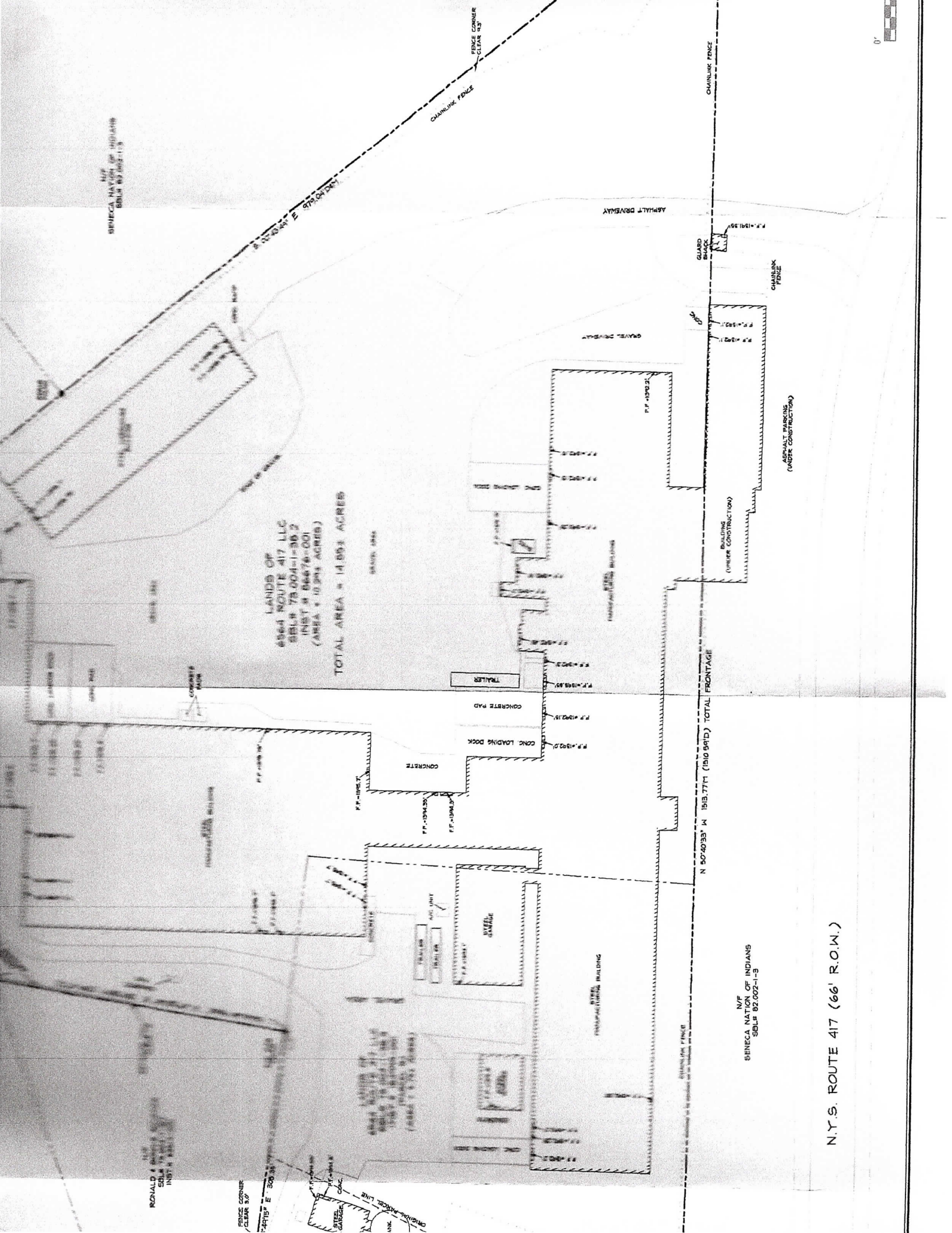
CLIENT  
**6564 ROUTE 417, LLC**

H I C 1-3 S-0 T-2 R-6 TOWN OF GREAT VALLEY

DRAWN BY: **DLC** DATE: **8/2**  
CHKD. BY: **ASR** DATE:  
APPD. BY: DATE:  
ISSUE DATE:  
SCALE: **1" = 50'**  
PROJECT #: **03420**  
DRAWING NUMBER  
**05754**







N/F  
SENECA NATION OF INDIANS  
SBL# 82,002-1-3

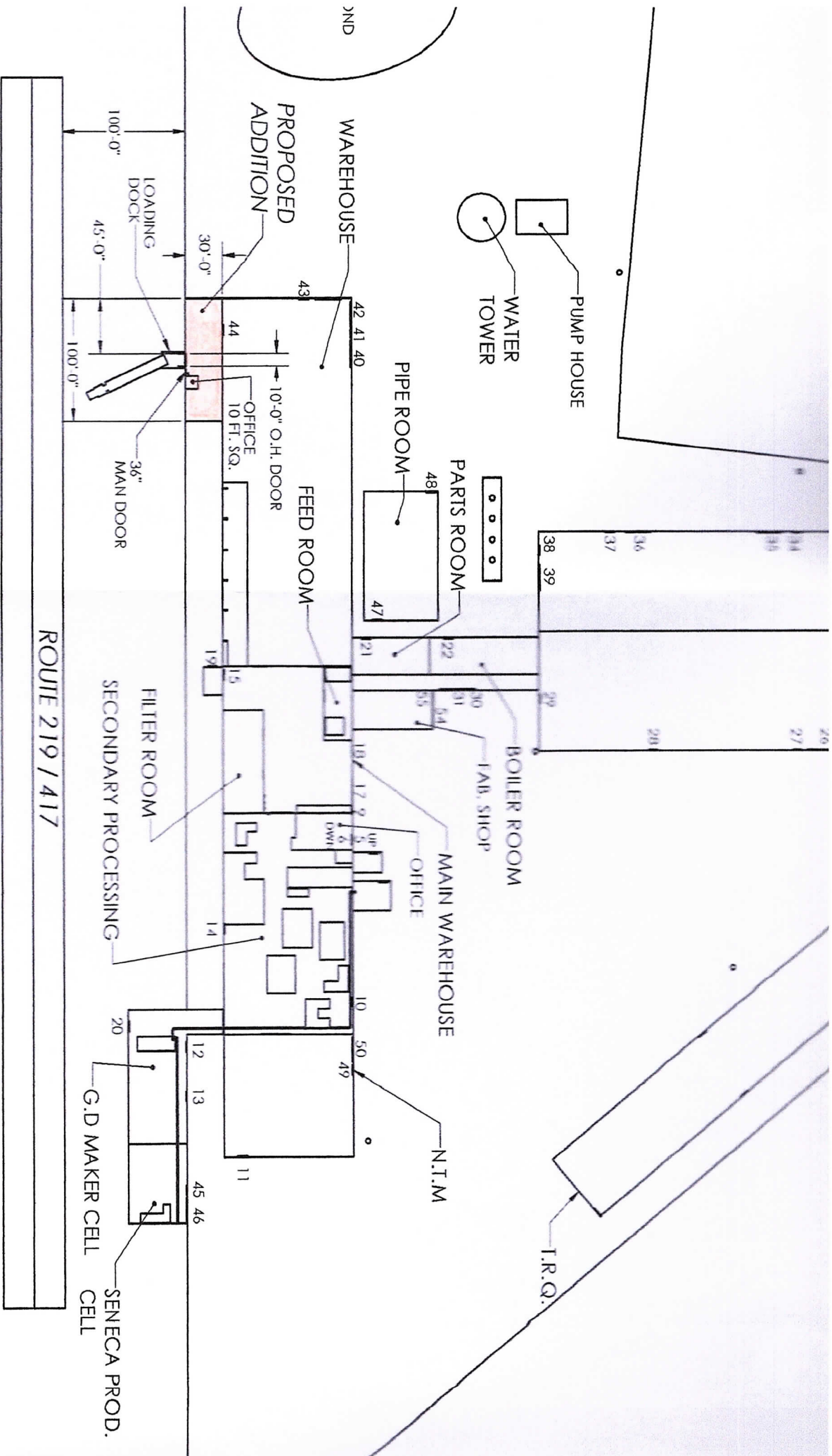
LANDS OF  
8564 ROUTE 417 LLC  
SBL# 73,004-1-3B.2  
(INST # 86676-001)  
(AREA = 10.943 ACRES)  
  
TOTAL AREA = 14.893 ACRES

N/F  
SENECA NATION OF INDIANS  
SBL# 82,002-1-3

N.Y.S. ROUTE 417 (66' R.O.W.)







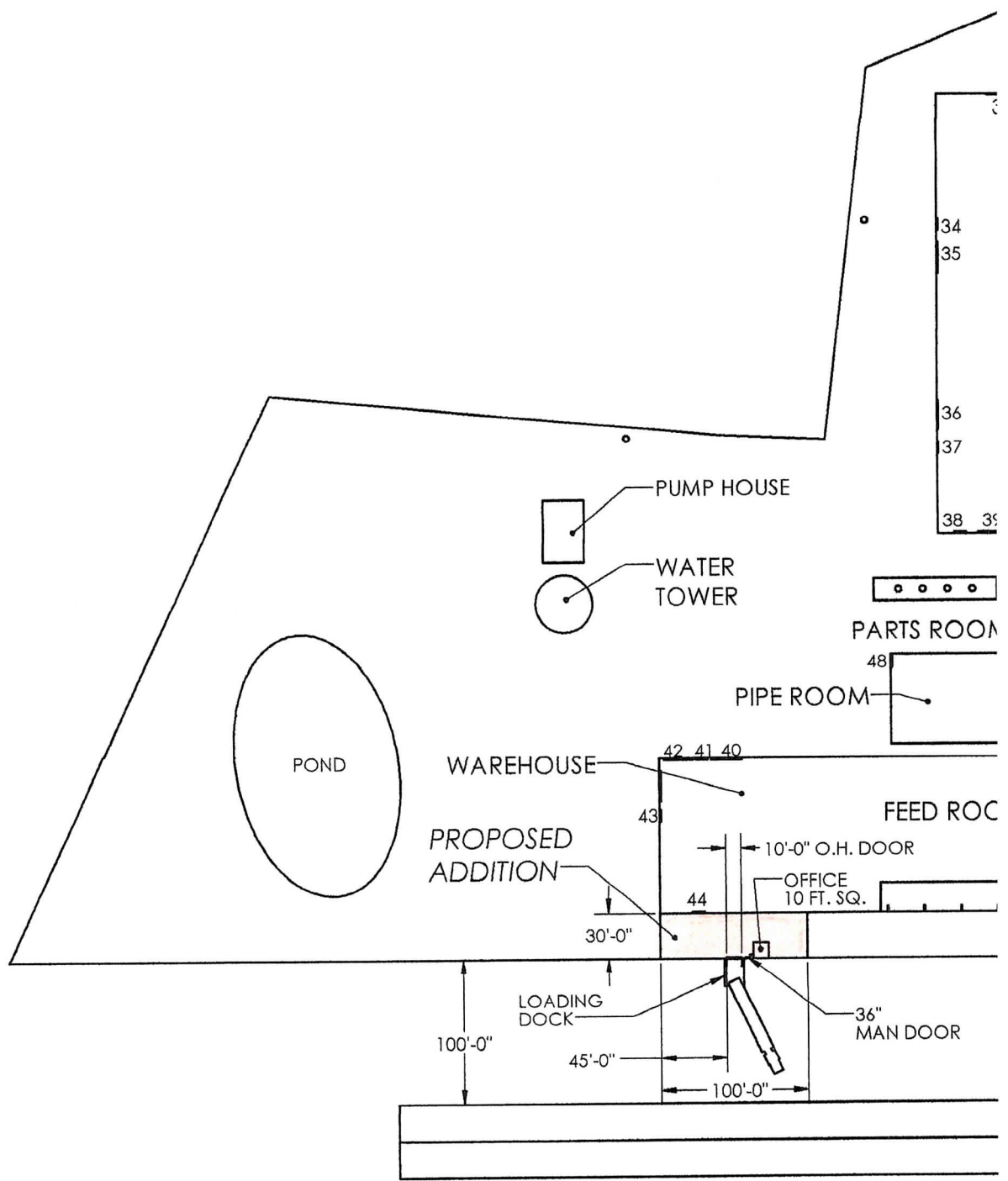
PROPRIETARY AND CONFIDENTIAL  
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NOT A COPY  
 APPLICATION  
 USED ON

UNLESS OTHERWISE SPECIFIED:  
 DIMENSIONS ARE IN INCHES  
 DIMENSIONS: 1/32  
 ANGULAR: MACH ± .25 BEND ± .010  
 THREE PLACE DECIMAL: .0005 HFG APPR.  
 MATERIAL  
 TOLERANCES PER: O.A.  
 COMMENTS:

NAME: RIGGS  
 DATE: MA  
 TITLE: MA  
 SIZE: DWG  
 SCALE: 1:1

D  
C  
B  
A

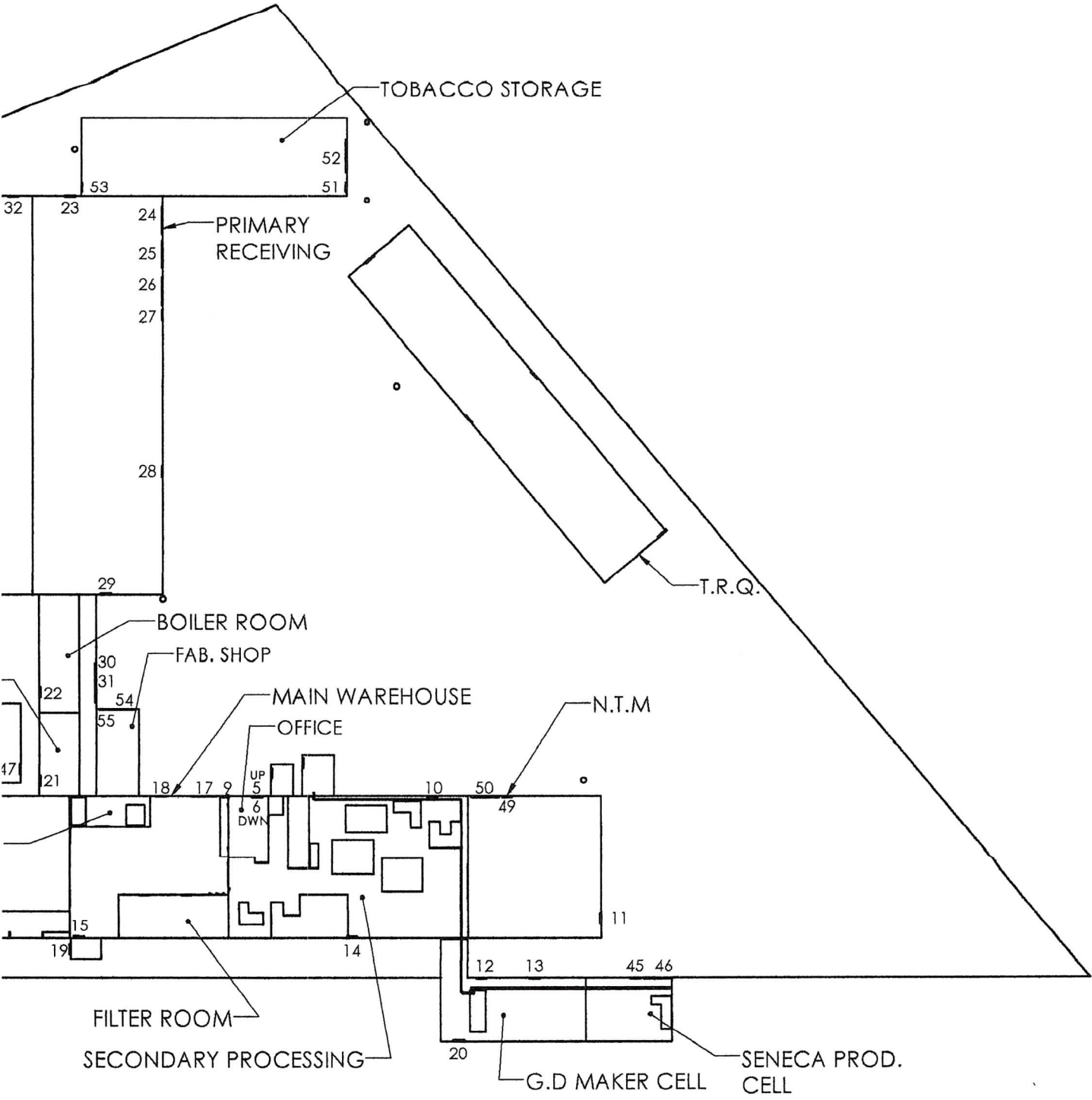


D

C

B

A



ROUTE 219 / 417

UNLESS OTHERWISE SPECIFIED:

DIMENSIONS ARE IN INCHES  
 TOLERANCES:  
 FRACTIONAL ± 1/32  
 ANGULAR: MACH ± .25 BEND ± .50  
 TWO PLACE DECIMAL ± 0.10  
 THREE PLACE DECIMAL ± 0.005  
 INTERPRET GEOMETRIC

NAME DATE  
 RIGGS

**LETC**  
 LAKE ERIE TOBACCO COMPANY  
 TITLE:  
**MAIN SITE PLAN**

DRAWN  
 CHECKED  
 ENG APPR.  
 MFG APPR.  
 Q.A.