



CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT

714 Ridge Road – Room 309
 Lackawanna, NY 14218
 Tel: (716) 827-6421 Fax: (716) 827-1866



APPLICATION
 TO THE CITY OF LACKAWANNA
 PLANNING AND DEVELOPMENT BOARD

Date: 12/14/23

Application No. _____

Site Plan Review

Filing Fee \$10.00

<input checked="" type="checkbox"/> Less than 0.5 acres	\$ 50.00
<input type="checkbox"/> 0.5 to 1.0 acres	\$ 200.00
<input type="checkbox"/> 1.0 to 2.0 acres	\$ 400.00
<input type="checkbox"/> 2.0 to 5.0 acres	\$ 400.00
<input type="checkbox"/> Greater than 5 acres	
\$ 400.00 plus \$100.00 per acres	\$ _____
<input type="checkbox"/> Special Use Permit	\$ 500.00
<input type="checkbox"/> Development Plan Review	\$ 50.00

Property Address: 179 Ridge RD Lackawanna NY 14218

S.B.L. No. _____

Description of Proposed Project: Opening a
Day care center

Director of Development

APPLICATION IS HEREBY MADE to the City of Lackawanna Planning and Development Board for a site plan review, special use permit, development plan review or subdivision review as required by the Municipal Code of the City of Lackawanna. The applicant hereby agrees to comply with all applicable laws, rules, ordinances and regulations.

Melissa L Firzary
Name of Applicant

[Signature]
Signature of Applicant

179 Ridge RD Lackawanna NY 1418
Address of Applicant

Applicant Phone No.

[Handwritten]
Applicant's Email

Role of Applicant to Project
(owner, attorney, lessee, agent,
architect, engineer, contractor...)

Property Owner:

NAME: Melissa L Firzary

Address: 179 Ridge RD
Lackawanna NY 14218



CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT

Application Notice

January 22, 2024

Melissa Irizarny
179 Ridge Rd
Lackawanna, NY 14218

Re:179 Ridge Rd

The above item has been placed on the agenda for the next scheduled meeting of the Planning and Development Board and/or Zoning Board of Appeals of the City of Lackawanna.

Planning and Development Board

Zoning Board of Appeals

Date: January 31, 2024

Date:

Time: 6:00pm

Time:

City Council Chambers Room 241
Lackawanna City Hall

If you have any questions please feel free to call 827-6474 or 827-6421
Boarding Neighbors
Ebenezer Baptist Church- 195 ridge



CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT

Boarding Property Notice

Dear Sir or Madam:

As an adjoining property owner in the City of Lackawanna, you are hereby notified that a neighbor has made application to the Planning and Development Board and/or Zoning Board of Appeals of the City of Lackawanna as follow;

- | | |
|----------------------------------|-----------------------------|
| 1. _____ Site Plan Review | 2. _____ Special Use Permit |
| 3. _____ Development Plan Review | 4. <u> X </u> Variance |
| 5. _____ Zoning Law Appeals | |

Property owner: Melissa Irizarny

Address: 179 Ridge Rd

In reference to: Requesting to open day care

You are entitled to appear at the public hearing scheduled for 1/31/24@ 6:00pm in Council Chambers at Lackawanna City Hall to express your support or opposition to the granting of said application.

Communications, relating to the application, may be filed with the appropriate Board before the meeting by writing to:

Planning & Development Board/Zoning Board
Department of Development
714 Ridge Road, Room 309
Lackawanna, NY 14218

If you have any questions regarding the meeting, please call 716-827-6474

PLANNING AND DEVELOPMENT BOARD, CITY OF LACKAWANNA
ZONING BOARD OF APPEALS, CITY OF LACKAWANNA



**CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT**

714 Ridge Road – Room 309
Lackawanna, NY 14218
Tel: (716) 827-6421 Fax: (716) 827-1866



APPLICATION
TO THE CITY OF LACKAWANNA
PLANNING AND DEVELOPMENT BOARD

Date: 01/11/24

Application No. _____

Site Plan Review

Filing Fee \$10.00

<input checked="" type="checkbox"/> Less than 0.5 acres	\$ 50.00	<i>600.00</i>
<input type="checkbox"/> 0.5 to 1.0 acres	\$ 200.00	
<input type="checkbox"/> 1.0 to 2.0 acres	\$ 400.00	
<input type="checkbox"/> 2.0 to 5.0 acres	\$ 400.00	
<input type="checkbox"/> Greater than 5 acres	\$ 400.00 plus \$100.00 per acres	
<input type="checkbox"/> Special Use Permit	\$ 500.00	
<input type="checkbox"/> Development Plan Review	\$ 50.00	

Property Address: 734 Ridge Rd Lackawanna, NY 14218

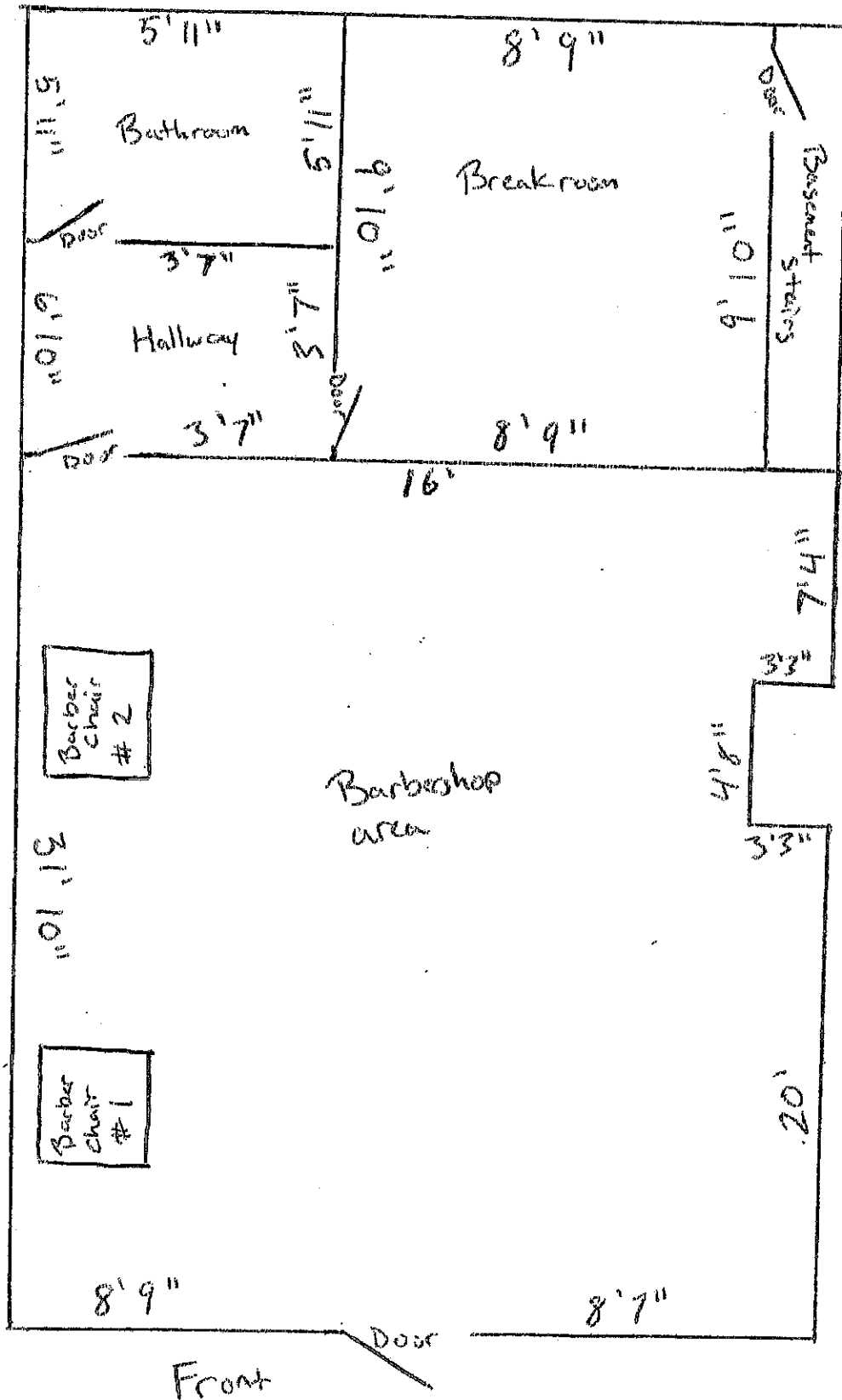
S.B.L. No. _____

Description of Proposed Project: Barbershop. Cut hair and
also style hair.

Director of Development

734 Ridge rd
Lackawanna, NY
14218

Against The Grain Barbershop



Commercial Gross Lease

1. Names. This lease is made by Roshid A.P.F, Landlord, and Byron Covey, Allan Shaw, Tenant.

2. Premises Being Leased. Landlord is leasing to Tenant and Tenant is leasing from Landlord the following premises:

7342 Ridge Rd.

3. Term of Lease. This lease begins on Dec. 1, 2023 and ends on Nov 30th 2024.

4. Rent. Tenant will pay rent in advance on the 1st day of each month. Tenant's first rent payment will be on Dec. 1, 2023 in the amount of \$ 800⁰⁰. Tenant will pay rent of \$ 800⁰⁰ per month thereafter.

Tenant will pay this rental amount for the entire term of the lease.

Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows: _____

5. Option to Extend Lease

First Option. Landlord grants Tenant the option to extend this lease for an additional 1 years. To exercise this option, Tenant must give Landlord written notice on or before Oct 31st 2024. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____

Second Option. If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for _____ years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____

6. Security Deposit. Tenant has deposited \$ 1600⁰⁰ with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

7. Improvements by Landlord

Before the lease term begins, Landlord (at Landlord's expense) will make the repairs and improvements listed in Attachment 1 to this contract.

Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

8. Improvements by Tenant. Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage

caused by attaching the items to or removing them from the premises.

9. Tenant's Use of Premises. Tenant will use the premises for the following business purposes:

Barber Shop

Tenant may also use the premises for purposes reasonably related to the main use.

10. Landlord's Representations. Landlord represents that:

A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.

B. The premises have not been used for the storage or disposal of any toxic or hazardous substance, and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.

11. Utilities and Services. Landlord will pay for the following utilities and services:

- Water
- Electricity
- Gas
- Heat
- Air-Conditioning

Any items not checked will be the responsibility of Tenant.

12. Maintenance and Repairs

A. Landlord will maintain and make all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.

~~B. Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.~~

C. Tenant will clean and maintain Tenant's portion of the building so that it will be kept in an attractive condition.

13. Insurance

A. Landlord will carry fire and extended coverage insurance on the building.

B. Tenant will carry public liability insurance; this insurance will include Landlord as an insured party and will be primary to any liability insurance maintained by landlord. The public liability coverage for personal injury will be in at least the following amounts:

- * \$ _____ per occurrence.
- * \$ _____ in any one year.

C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.

D. Tenant will give Landlord a copy of all insurance policies that this lease requires Tenant to obtain.

14. Taxes

A. Landlord will pay all real property taxes levied and assessed against the premises.

B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

15. Subletting and Assignment. Tenant will not assign this lease or sublet any part of the premises without the written consent of Landlord. Landlord will not unreasonably withhold such consent.

16. Damage to Premises

A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent any period during which Tenant is substantially deprived of the use of the premises.

B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to Landlord.

17. Notice of Default. Before starting a legal action to recover possession of the premises based on Tenant default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

18. Quiet Enjoyment. As long as Tenant is not in default under the terms of this lease, Tenant will have right to occupy the premises peacefully and without interference.

19. Eminent Domain. This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

20. Holding Over. If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

22. Disputes

Litigation. If a dispute arises, either party may take the matter to court.

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

Mediation and Possible Arbitration. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter.

Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

Landlord need not participate in mediation or arbitration of a dispute unless Tenant has paid the rent called for by this lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

22. Additional Agreements. Landlord and Tenant additionally agree that: Since no work was done and tenant is tenants responsibility.

23. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any

all oral agreements between the parties, as well as any prior writings.

24. **Successors and Assignees.** This lease binds and benefits the heirs, successors, and assignees of the parties.

25. **Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- via email, at the addresses provided below
- by certified mail, or
- by overnight courier.

26. **Governing Law.** This lease will be governed by and construed in accordance with the laws of the state of New York.

27. **Counterparts.** The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

28. **Modification.** This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

29. **Waiver.** If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

30. **Severability.** If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: 10-27-23

LANDLORD

Name of Business: _____
 at 734 Ridge Rd
 By: Rashid Afif
 Printed Name: Rashid Afif
 Title: Landlord
 Address: 170 W EIMVIEW
 Email: westernstar@protonmail.com

TENANT

Name of Business: _____
 at 734 Ridge Rd 14218
 By: Allen Shaw / Bryan Covey
 Printed Name: Allen Shaw / Bryan Covey
 Title: _____
 Address: 734 Ridge Rd
 Email: _____

GUARANTOR

By signing this lease, I personally guarantee the performance of all financial obligations of _____ under this lease.

Dated: _____
 Printed Name: _____ Title: _____
 Address: _____
 Email: _____



CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT

Application Notice

January 19, 2024

Bryan Covey
28 Clemo St
Buffalo, NY 14206

Re:734 Ridge Rd

The above item has been placed on the agenda for the next scheduled meeting of the Planning and Development Board and/or Zoning Board of Appeals of the City of Lackawanna.

Planning and Development Board

Zoning Board of Appeals

Date: January 31, 2024

Date:

Time: 6:00pm

Time:

City Council Chambers Room 241
Lackawanna City Hall

If you have any questions please feel free to call 827-6474 or 827-6421
Boarding Neighbors



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DEPARTMENT OF DEVELOPMENT

714 Ridge Road – Room 309
 Lackawanna, NY 14218
 Tel: (716) 827-6421 Fax: (716) 827-1866



APPLICATION
 TO THE CITY OF LACKAWANNA
 PLANNING AND DEVELOPMENT BOARD

Date: 12/20/23

Application No. _____

Site Plan **R**eview

Filing Fee \$10.00

_____ Less than 0.5 acres	\$ 50.00
_____ 0.5 to 1.0 acres	\$ 200.00
_____ 1.0 to 2.0 acres	\$ 400.00
_____ 2.0 to 5.0 acres	\$ 400.00
<u>+</u> Greater than 5 acres	
\$ 400.00 plus \$100.00 per acres	\$ <u>800.00</u>
_____ Special Use Permit	\$ 500.00
_____ Development Plan Review	\$ 50.00

Property Address: 2600 Hamburg Turnpike Unit E

S.B.L. No. _____

Description of Proposed Project: Automotive Repair shop & vehicle storage ↗

Eventually NYS Repair #s

Director of Development

APPLICATION IS HEREBY MADE to the City of Lackawanna Planning and Development Board for a site plan review, special use permit, development plan review or subdivision review as required by the Municipal Code of the City of Lackawanna. The applicant hereby agrees to comply with all applicable laws, rules, ordinances and regulations.

Joseph Georges
Name of Applicant

[Signature]
Signature of Applicant

755 Lebrun Rd Amherst NY
Address of Applicant 14226

[Signature]
Applicant Phone No.

[Signature]
Applicant's Email

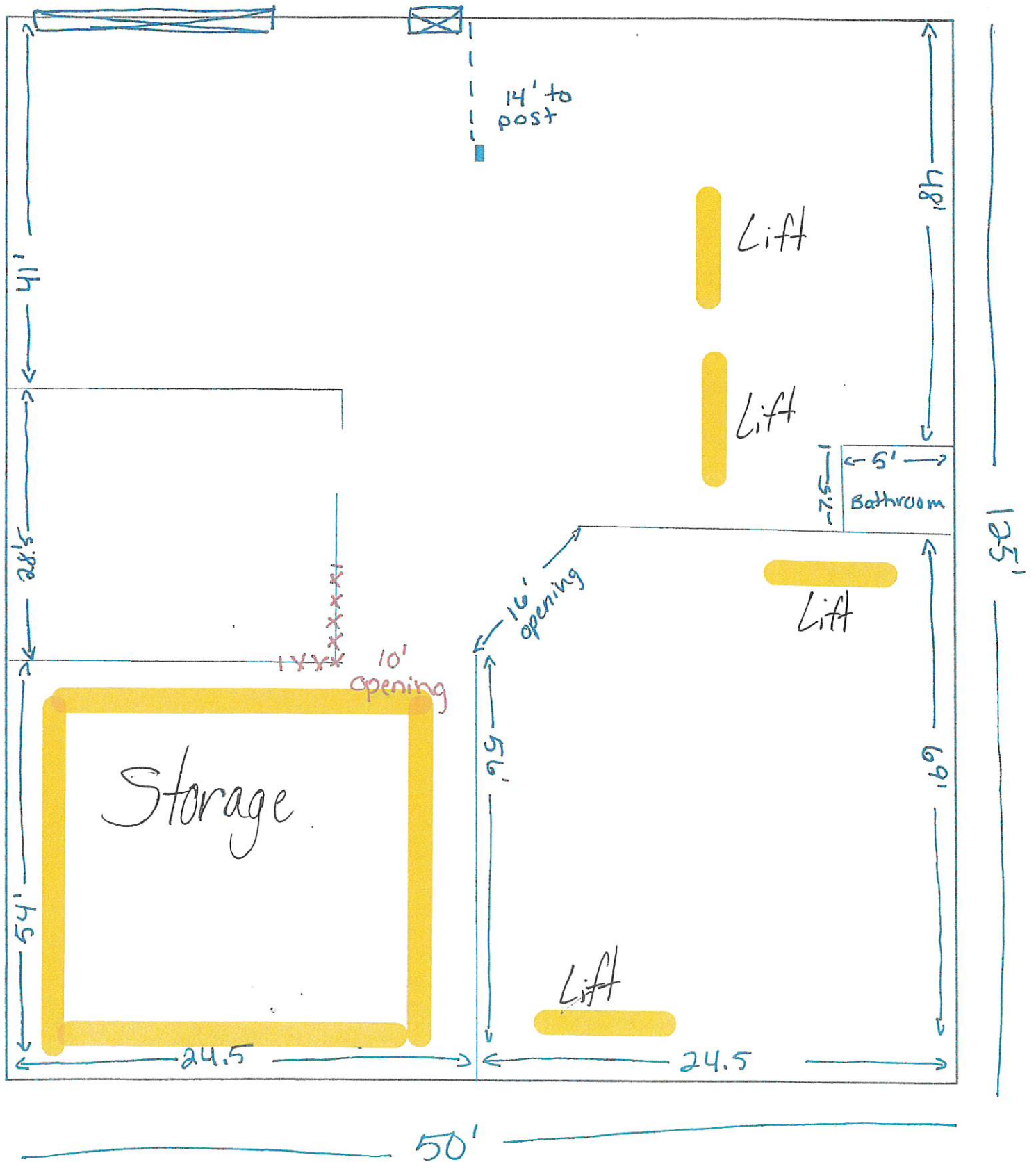
lessee
Role of Applicant to Project
(owner, attorney, lessee, agent,
architect, engineer, contractor...)

Property Owner:

NAME: Laura Smith

Address: 2600 Hamburg Turnpike

2600 Hamburg Turnpike Space E



Map for a lease dated 10.31.2023

Re: 2600 Hamburg Turnpike, Space E, Lackawanna NY 14218

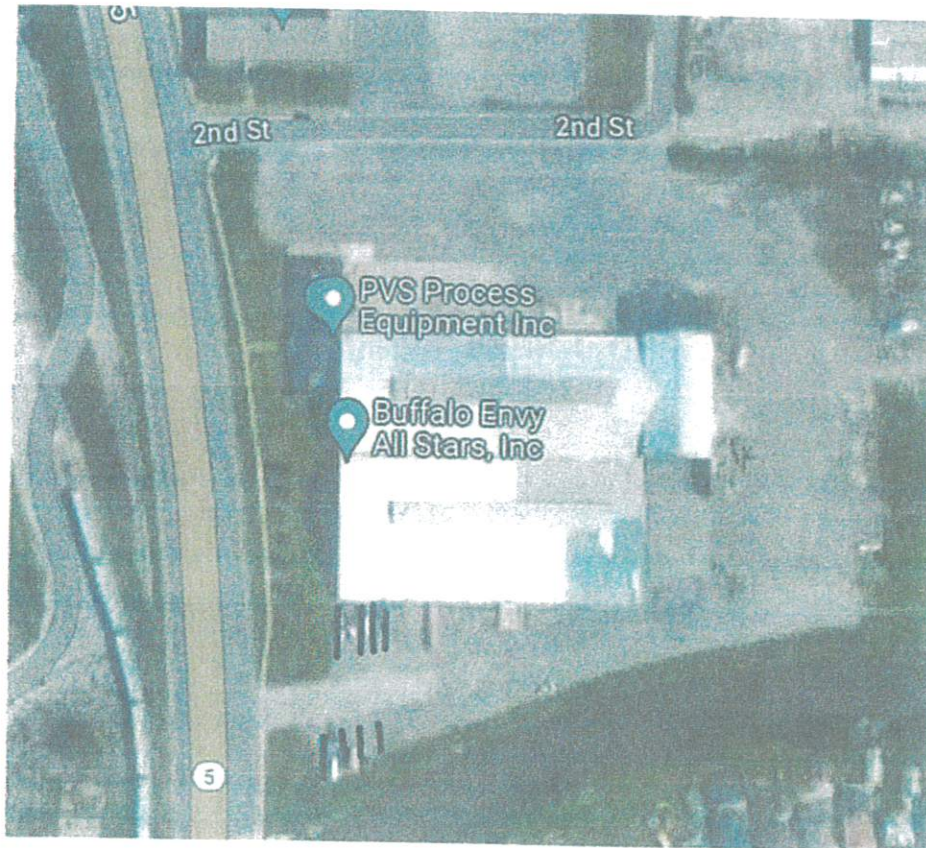
Between:

2600 Hamburg Turnpike, LLC PO Box 1027 Buffalo, NY 14201 as Landlord

and

Kalvin Witkowski, 225 Emporium Avenue West Seneca, NY 14224 and Joseph Georges, 755 Lebrun Road, Amherst NY 14226, individually and as members or officers of an Entity to be Formed as Tenant

8 parking spaces as shown in black hashmarks.





CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT

January 22, 2024

Application Notice

Joseph Georges
755 Lebrun Rd
Amherst, NY 14226

Re:2600 Hamburg Tpke Unit E

The above item has been placed on the agenda for the next scheduled meeting of the Planning and Development Board and/or Zoning Board of Appeals of the City of Lackawanna.

Planning and Development Board

Zoning Board of Appeals

Date: January 31, 2024

Date:

Time: 6:00pm

Time:

City Council Chambers Room 241
Lackawanna City Hall

If you have any questions please feel free to call 827-6474 or 827-6421
Boarding Neighbors