



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: 6/6/2024

Application No. _____

Site Plan Review	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	
___ Greater than 5 acres		
\$ 400.00 plus \$100.00 per acres	\$ _____	
___ Special Use Permit	\$ 500.00	
___ Development Plan Review	\$ 50.00	

Property Address: 1212 Abbott road Suite 5

S.B.L. No. _____

Description of Proposed Project: Car Wash, Car Detailing

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.

Christopher J Duffy
Name of Applicant

Chris Duffy
Signature of Applicant

1212 Abbott road Suite 5
Address of Applicant

Applicant Phone No.

christopher.duffy@comcast.net
Applicant's Email

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

Property Owner:

NAME: _____

Address: _____

DuffysAutoDetailing
(716)563-7144

716- -

DuffysAutoDetailing@gmail.com

Boats

RVs

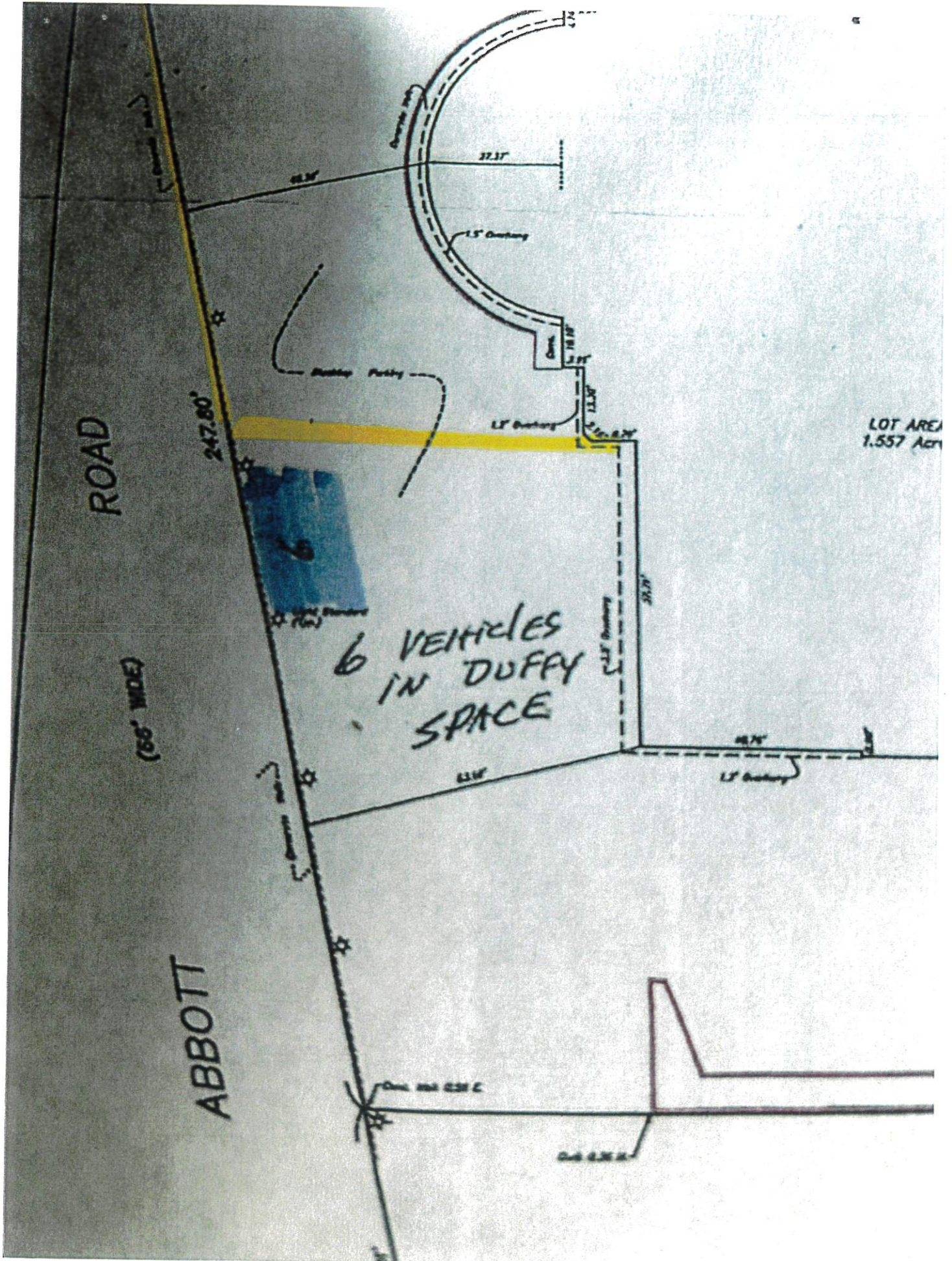
Trailers

Bikes

Trailers









CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT

Application Notice

June 14, 2024

Christopher Duffy
1212 Abbott Rd Suite 5
Lackawanna, NY 14218

Re: 1212 Abbott 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: June 26, 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

Boarding Neighbors



**CITY OF LACKAWANNA
OFFICE OF CODE ENFORCEMENT**

714 Ridge Road – Room 311
Lackawanna, NY 14218
Tel: (716) 827-6474 Fax: (716) 827-1866
Email: shayes@lackny.com



MEMORANDUM

TO: Planning & Zoning Members
FROM: Scott Hayes, Code Enforcement Officer
RE: Agenda Checklist
DATE: June 18, 2024

Please attach this checklist to the address on the agenda checklist sheet

For future meetings this checklist will be a part of your package.

Any question please contact my office 716-827-6427.

Thank you

Scott Hayes
CODE ENFORCEMENT OFFICER



CITY OF LACKAWANNA OFFICE OF CODE ENFORCEMENT

714 Ridge Road – Room 311
Lackawanna, NY 14218
Tel: (716) 827-6474 Fax: (716) 827-1866



Agenda Checklist
Zoning Board of Appeals
Planning and Development Board

Agenda item SITE PLAN

Property address 1212 ABBOTT RD.

Zone REGIONAL COMMERCIAL

Use variance needed? Yes No

Description of use variance (not allowed in that zone) _____

Area variance needed? Yes No

Description of area variances needed (Parking/ height ect...) _____

Description of agenda use? OPERATE CAR WASH AND DETAIL SHOP

Code enforcement research (attached if applicable) YES

Legal opinion/ research (attached if applicable) NO

Scott Hayes
Code Enforcement Officer

City of Lackawanna, NY
Tuesday, June 18, 2024

Chapter 230. Zoning

Article III. District Regulations

§ 230-14. Regional Commercial - RC.

A. Purpose. Regional Commercial Districts have been designated in the City of Lackawanna to encourage the development of large-scale commercial uses, while protecting surrounding uses from increased traffic, lighting, noise and other encroachments.

B. Use regulations.

Permitted Uses and Structures

None

Permitted Accessory Uses (subject to the provisions of this chapter)

Picnic and transit shelters

Off-street parking and loading facilities

Signs

Fences, walls and hedges

Satellite receiving antenna

Alternative energy system apparatus

Accessory storage and maintenance buildings

Automobile-oriented commercial establishments that involve retail sales, food services or the stock of goods, wares or merchandise, including drive-through facilities

Automotive service stations

Automobile sales facilities

Commercial entertainment facilities

Maritime activities

Animal service facilities and kennels

Home and garden supply stores, including nurseries and lumber yards

Multifamily dwellings

Public buildings and uses

Telecommunications towers

Site Plan Review Uses

C. Site area requirements.

Lot Dimensions

Minimum Lot Size

5,000 square feet



**CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT**

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Lackawanna, NY 14218
Tel: (716) 827-6421 Fax: (716) 827-1866



APPLICATION
TO THE CITY OF LACKAWANNA
PLANNING AND DEVELOPMENT BOARD

Date: 5/18/24

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: 1212 Abbott Rd Suite D&H Lackawanna NY 14218

S.B.L. No. 99-2278524

Description of Proposed Project: Automotive repair
& Sales
technician shop where we offer general
mechanic fixes, tune ups, engine work,
electric jobs, tire swaps, A-C work.

Director of Development

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Bappa M Ba
Name of Applicant

88 Pine St,
Lackawanna NY 14218
Address of Applicant

[Redacted]
Applicant's Email

Bappa m Ba
Signature of Applicant

[Redacted]
Applicant Phone No.

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

Property Owner:

NAME: Premium Lines Automotive Warehouse

Address: 1212 Abbott Rd

Lackawanna NY 14218



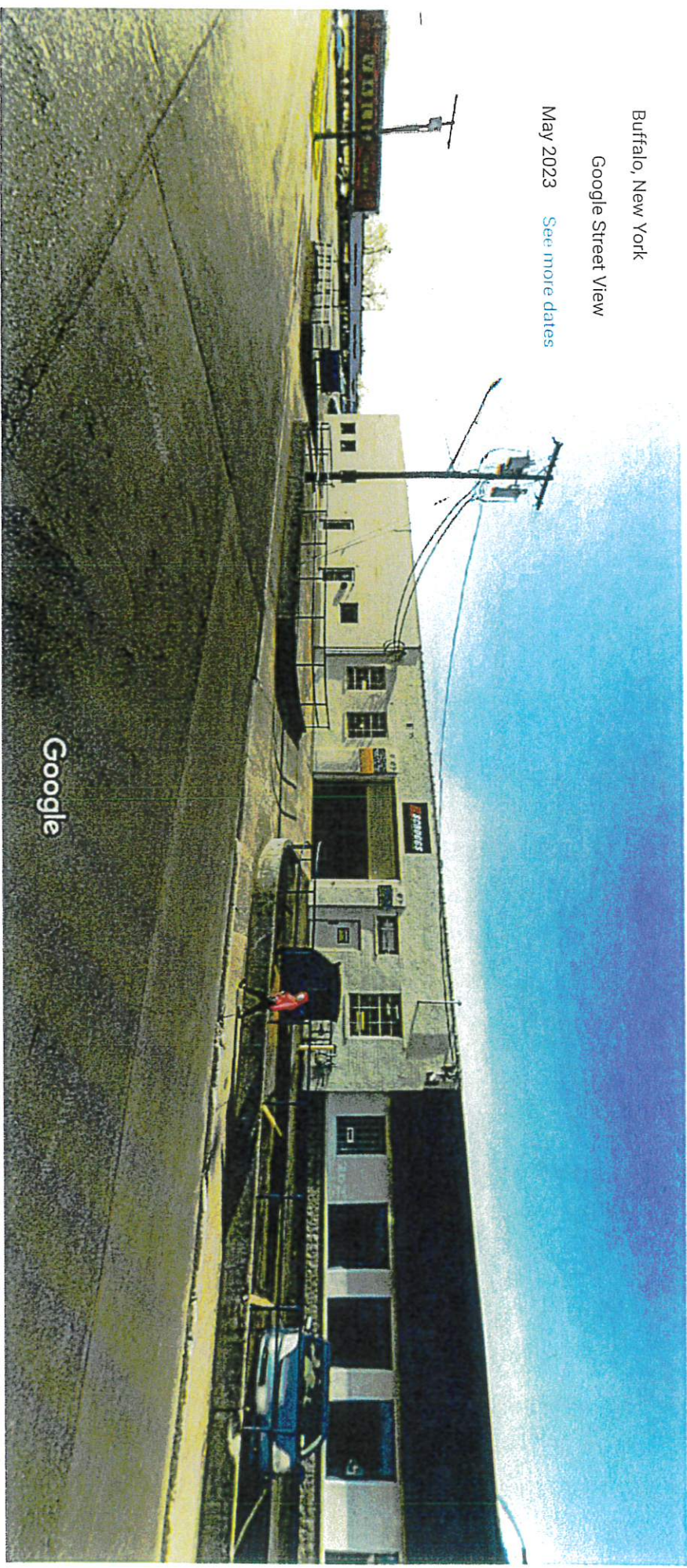
Imagery ©2024 Google, Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 Google 50 ft

Google Maps 492 Dorrance Ave

Buffalo, New York

Google Street View

May 2023 [See more dates](#)



Google

Image capture: May 2023 © 2024 Google

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REGISTERED

NO. 7132856

STATE OF NEW YORK

MOTOR VEHICLE

REPAIR SHOP

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective MAY 1, 2024 by and between PREMIUM LINES AUTOMOTIVE WAREHOUSE (LANDLORD) and TIMBO1 AUTO REPAIRS CORP (Tenant)

Landlord is the owner of land and improvements commonly known and numbered as 1212 Abbott Road, Lackawanna, NY 14218 and legally described as follows (the "Building"): Tax map #142-080-0001- Legal Description of Building]

Landlord makes available for lease a portion of the Building designated as SUITE D & H CONSISTING OF APPROXIMATELY 4500 SQUARE FEET [Suite or Other Number of Leased Building] (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning MAY 1, 2024 [Start Date] and ending APRIL 30, 2029 [End Date]. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of [Renewal Term]. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$3000.00 per month for the five (5) year term. [Annual Rent] per year, payable in installments of (as stated above) [Monthly Rental Amount] per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at PREMIUM LINES AUTOMOTIVE WAREHOUSE, INC ACCOUNT NUMBER 32551002596 AND ROUTING NUMBER 022000839 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$3000.00 [Security Deposit]. Tenant will also pay the last months rent of \$3000.00

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$ [Annual Rent in Renewal Term] per year payable in installments of \$ [Monthly Rental Amount] per month.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall not have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with

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Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for the roof. **LANDLORD'S SOLE RESPONSIBILITY TO BE ROOF AND STRUCTURE ONLY**

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Tenant will REMOVE any modifications made to the building at lease end, AFTER consulting with Landlord.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. **Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises. SAID POLICY TO NAME LANDLORD AS ADDITIONAL INSURED.**

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

SEE PAGE 7

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Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place in area mutually agreed by the parties. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord **PARKING AREA ONLY IN FRONT OF LEASED SUITE _____**. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of _____ n/a _____ [Parking Space Rental] per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no

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further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

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The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit. **TOTAL SECURITY DEPOSIT, (\$3000.00 PLUS FIRST MONTHS RENT OF \$3000.00 and LAST MONTH'S RENT OF \$3000.00 DUE PRIOR TO OCCUPANCY. TOTAL \$9000.00**

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

PREMIUM LINES AUTUMOTIVE WAREHOUSE

[Landlord]

1212 Abbott Road, Lackawanna, NY 14218

[Landlord's Address]

If to Tenant to:

TIMBO1 AUTO REPAIRS
CORP

[Tenant]

88 PINE STREET, LACKAWANNA NY 14218

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Brokers.

REALTORS TO THIS LEASE ARE SAM TALARICO, CENTURY 21 NORTH EAST REAL ESTATE AND GEORGETTE BOSELA OF CENTURY 21 NORTH EAST REAL ESTATE

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

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The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un reimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.


30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

OTHER:

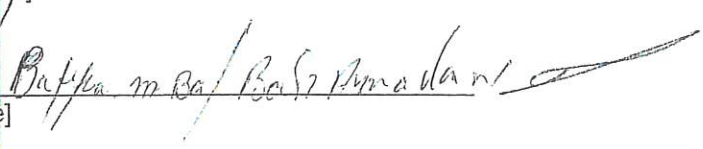
- TENANT WILL BE RESPONSIBLE FOR WASTE/GARBAGE REMOVAL AT LEASED PREMISES.
- TENANT MUST ALSO HAVE PROOF OF UTILITIES IN TENANT'S NAME PRIOR TO OCCUPANCY. ADDENDUM OF PERSONAL GUARANTY WILL BE ATTACHED TO THIS LEASE.
- TENANT MUST ALSO HAVE PROOF OF INSURANCE PRIOR TO OCCUPANCY.
- TENANT TO SUPPLY LANDLORD A CREDIT REPORT OF BOTH TENANTS
- TENANT RESPONSIBLE TO MAINTAIN FRONT OF HIS UNIT CLEAN FROM ANY DEBRIS.
- TENANT SHALL NOT LEAVE ANY CAR/TRUCK IN PARKING LOT IF IT DOESN'T HAVE REGISTERED LICENSE PLATE.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



[Landlord Signature]

4/10/24



[Tenant Signature]

ADDITIONAL TERMS:

TENANT AGREES TO ALLOW ADJOINING TENANT, LARRY SPAAC AUTO SALES, ACCESS THROUGH TENANTS SPACE TO THE SHOWROOM AREA OF SPAAC AUTO. THIS IS A COURTESY AND ACCESS WILL ONLY BE AT A TIME CONVENIENT TO BOTH PARTIES.(SEE ATTACHED ADDENDUM)

TENANT WILL ALSO SHARE UTILITY EXPENSES WITH SPAAC AS GAS AND ELECTRIC ARE UNDER THE SAME METER FOR EACH SPACE. IN SUITE D THE TENANT AGREES TO PLACE GAS AND ELECTRIC IN THEIR NAMES. WATER EXPENSES WILL BE BILLED BY THE LANDLORD ON A PROPORTIONATE BASIS OF SQUARE FOOTAGE.

TENANT AGREES TO PERSONALLY GUARANTEE THIS LEASE WITH ATTACHED GUARANTEE.

THE TENANT WILL BE RESPONSIBLE FOR ALL PERMITS AND SIGNAGE RELATED TO THEIR BUSINESS USE OF THE SUBJECT PROPERTY.

LANDLORD AGREES TO ALLOW TENANCY ON 4/19/2024, RENT FREE THROUGH 4/30/2024, PROVIDED THE TENANT PLACES ALL UTILITIES IN THEIR NAME, SHOWS PROOF OF INSURANCE AND DEPOSITS FIRST, LAST MONTHS RENT AS WELL AS A SECURITY DEPOSIT (\$9000.00 TOTAL)

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CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT

Application Notice

June 14, 2024

Bappa M Ba
88 Pine St
Lackawanna, NY 14218

Re: 1212 Abbott Rd Suite D&H

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: June 26, 2024

Date:

Time: 6:00pm

Time:

City Council Chambers Room 241
Lackawanna City Hall

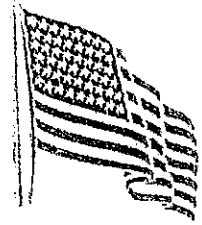
If you have any questions please feel free to call 827-6474

Boarding Neighbors



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: May 28, 2024

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	
<input type="checkbox"/> \$ 400.00 plus \$100.00 per acres	\$ <u>60.00</u>
<input type="checkbox"/> Special Use Permit	\$ 500.00
<input type="checkbox"/> Development Plan Review	\$ 50.00

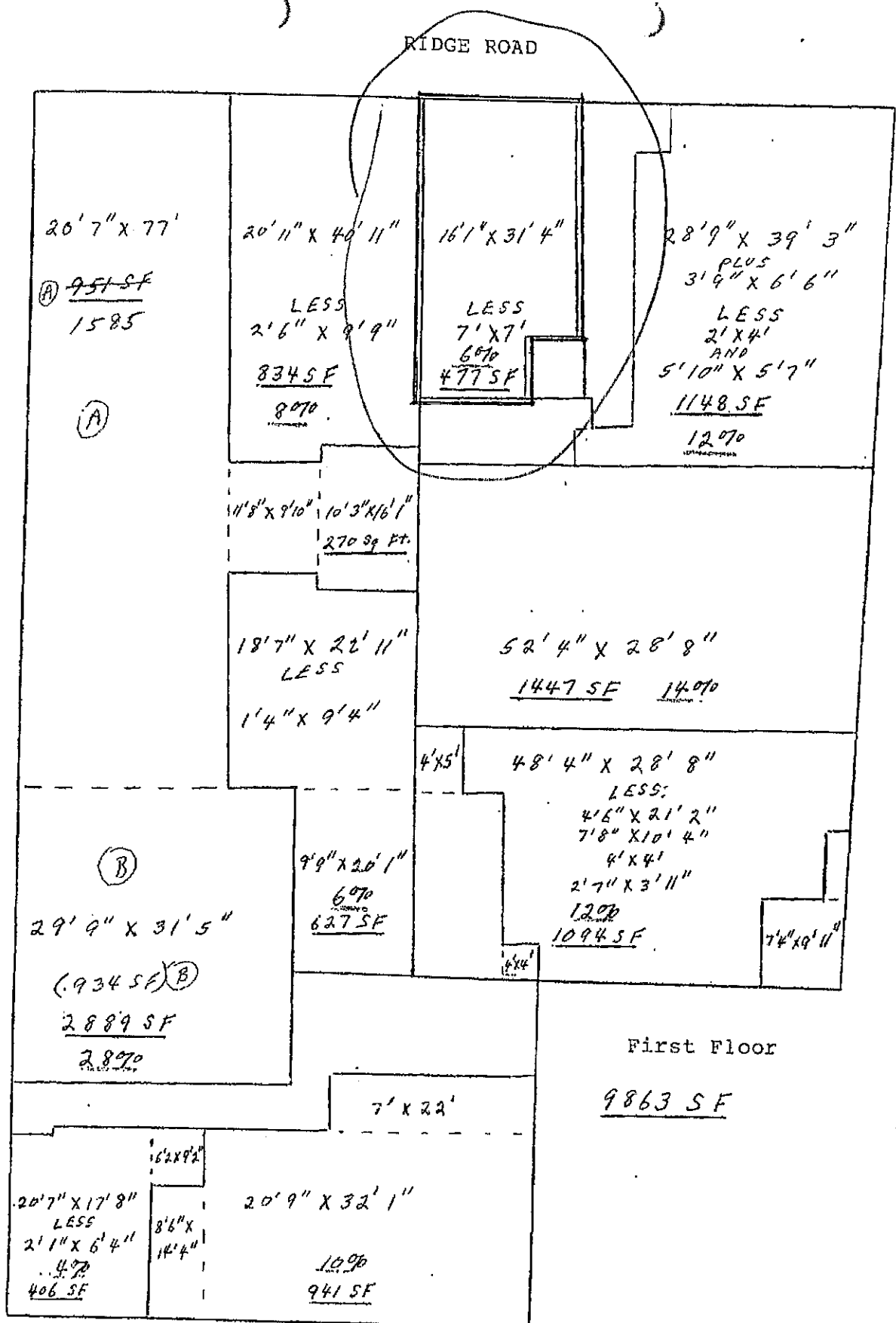
Property Address: 723 Ridge Rd. Lackawanna, NY 14218

S.B.L. No. 140900-142.38-3-14.1

Description of Proposed Project: _____

Spiritual vibes botanica is a locally owned and operated metaphysical establishment. Our core mission revolves around providing guidance, education and support to individuals embarking on their distinct spiritual paths. The store has experienced rapid growth within the Rochester Ny community, particularly due to the introduction of complimentary spiritual group sessions aimed at enhancing knowledge. We offer a range of products, literature and traditional items tailored to meet each customer's unique objectives, along with personalized consultation services for mentorship and guidance.

Director of Development



SOUTH PARK AVENUE

Scale: 1/16 inch equals one foot (approximately)

- Offer workshops, classes, and events to educate and engage customers on various spiritual topics and practices.

b. Product Selection and Quality:

- Source products from reputable suppliers known for their quality and authenticity.
- Regularly assess and update our product offerings based on customer feedback and market trends.
- Ensure all products align with our values of promoting spiritual growth and well-being.

c. Customer Experience:

- Train staff to provide personalized assistance and guidance to customers based on their individual needs and interests.
- Create a welcoming and inviting store atmosphere that encourages exploration and discovery.
- Solicit feedback from customers to continually improve our offerings and service.

d. Community Engagement:

- Establish partnerships with local spiritual leaders, practitioners, and organizations to collaborate on events and promotions.
- Sponsor community events and initiatives that align with our values and mission.
- Actively participate in community outreach efforts to build relationships and support local causes.

4. Time Frame for Achievement:

Year 1:

- Build brand awareness through targeted marketing campaigns and community engagement efforts.
- Establish a loyal customer base through exceptional customer service and product quality.

LEASE

This lease made as of the **twenty-first day of May 2024**, by and between Hinchey Properties LLC doing business at 1325 Millersport Highway, Suite 109, Williamsville, NY, 14221, hereinafter the “Lessor” and **Clementina Gratacos dba Spiritual Vibes Botanica LLC, whose address is 24 Creekside Drive, Rochester, NY 14622** hereinafter the “Lessee”.

WITNESSETH

ARTICLE 1. THE PREMISES

In consideration of the payment of the rent and the performance by Lessee of the Agreements contained herein, Lessor demises, lets and leases to Lessee, and Lessee hires and accepts from Lessor, that certain real property located at **723 Ridge Road**, City of Lackawanna, County of Erie, New York 14218, more particularly described in the building known as Victoria Square Building at 727 Ridge Road, Lackawanna, New York (the building), and together with all rights, privileges, easements and appurtenances belonging to or in any way pertaining to the premises. An area approximately **31 feet in depth x 16 feet in width approximately 477 square feet** in area as shown on the attached schedule A.

ARTICLE 2. THE TERM

1. The term of this Lease shall begin on **June 1, 2024 and end on May 31, 2025** unless sooner terminated hereunder.
2. Lessee agrees to lease the premises after **June 1, 2024** if premises are not ready by **June 1, 2024**.

ARTICLE 3. RENT

1. Lessee agrees to pay Lessor rent for the premises as follows:
Starting **June 1, 2024**, the rent shall be **\$677.00** per month.
Lessee agrees to take space in, as is condition.
2. Rent for the term of this Lease shall be paid in advance on the first day of each month during the term in monthly payments without abatement, deduction or setoff.
3. Rent for partial month at beginning of term shall be prorated daily.
4. If the rent or any other item agreed by Lessee to be paid hereunder is not paid within (5) days after it is due, Lessor shall be entitled to collect a late charge of Five percent (5%) of any such late amount. This late charge to be collected on a one-time basis.

- a. If check is returned from Bank, Lessee shall pay amount of charge assessed by Bank to Lessor, and an amount equal to Bank charge to cover Lessor's bookkeeping costs.
5. Lessee shall also pay as additional rent ten percent (10%) of any Assessment pursuant to any established commercial business district in the area adjacent to the Premises.
6. Lessor shall have the same remedies for a default in the payment of additional rent as it has for a default in the payment of base rent.
7. Lessee shall pay each and every month in addition to base rent, one-twelfth of additional rent as estimated by Lessor to the nearest \$10.00 amount. And Lessee shall pay, or be reimbursed yearly by Lessor the difference between estimated and actual additional rent. Period of additional rent shall be from July 1 through June 30 of the following year.

ARTICLE 4. USE OF PREMISES

1. Lessee agrees that the Premises shall be used and occupied as a **retail store** with no commercial cooking facilities and for no other purposes.
2. Lessee agrees that the Premises shall be used and occupied in compliance with all Federal, State and Municipal statutes and ordinances, and all regulations, orders and directives of any governmental authority having jurisdiction thereof; that the Premises shall be used, maintained and occupied in a careful, safe and proper manner; that it will not permit waste or the maintenance of a nuisance therein; that the Premises will not be abandoned or used in any way or anything brought onto or used on the Premises which will increase the current fire insurance rating of the building; that it will pay the cost of any increase in fire insurance premiums resulting from its use or occupancy of the Premises; and that it will comply with all regulations issued by the New York Board of Fire Underwriters.

ARTICLE 5. MAINTENANCE AND REPAIRS

1. Lessee agrees to keep and maintain the Premises in good order, condition, and repair, and to make promptly all repairs or replacements of windows, doors, glass (which shall be replaced with glass of the same size and quality), interior walls, floor, any fixtures, and ceilings for all repairs that are not occasioned by structural defects.
2. Lessee will keep the Premises in a clean, safe, and healthy condition and free of snow and ice. Lessee, at its own expense, shall make whatever changes are necessary to comply with the requirements of utility companies, insurance underwriters and governmental authorities having jurisdiction of the Premises.
3. Lessee, at its own expense, shall repair or replace any damage or destruction to the Premises or the building or the surrounding areas accessioned by the act or negligence of Lessee, its agents, contracts, employees, customers, and invitees.

4. On default of Lessee in making any maintenance, repair or replacement required to be made by Lessor, Lessor may, but shall not be required to, make such repair or replacement or maintain the Premises for the Lessee's account, and the expense thereof shall constitute and be collectible as additional rent, payable by Lessee on demand. Lessor may maintain HVAC and bill Lessee.
5. Lessee shall retain the air conditioning and heating units that are already on the premises in full repair and pay all expenses pertaining thereto.

ARTICLE 6. ALTERATIONS/ALLOWANCES

1. Lessee agrees not to make or permit to be made any alterations, improvements or additions to the Premises or any part thereof, unless the Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld.
2. All alterations, improvements and additions to the Premises made by Lessee shall be made in accordance with all applicable laws and, except for removable trade fixtures, shall be deemed to be attached to and a part of the Premises and to be the property of the Lessor, and shall remain for the benefit of the Lessor at the end of the term or any extension thereof or other termination of this lease; provided, however, if prior to the end of the term or the termination of this lease, Lessor directs by written notice by Lessee, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in the premises by Lessee and which are designated in said notice, and repair any damage occasioned by such removal.
3. Lessee agrees to indemnify and hold harmless, Lessor from all costs, expenses, liens, claims, or damages arising out of, or resulting from the making of any alterations, additions, or improvements. Lessee further agrees to discharge by bonding or payment otherwise within 30 days of filing, any lien that may be filed against the Premises arising from any alterations, additions or improvements done for or by the Lessee.
4. Lessee shall pay any increase in real estate taxes, assessments or charges resulting from any alterations, additions or improvements made by Lessee, or any taxes assessed or imposed on or resulting from any fixtures, trade fixtures, machinery or equipment installed or used on the Premises by Lessee.

ARTICLE 7. UTILITIES

Lessee agrees to pay for all public utility services rendered or furnished to the premises during the term of this lease. Cold water is included in the rent and any excessive water usage are the responsibilities of the lessee. Lessee shall be responsible for any telephone, cable or internet services and other services it desires on the premises.

ARTICLE 8. PARKING

Lessee agrees there is no parking offered for this location. Parking is for customer use only to benefit all tenants of the Victoria Square Building.

ARTICLE 9. SIGNS

Lessee must install or affix to the exterior front wall of the Premises, a sign identifying Lessee and its business conducted on the Premises only with the consent and approval of the Lessor, and in compliance with all applicable governmental laws, ordinances, regulations, and other requirements. Lessee shall obtain the approval of Lessor as to the size, scale, design, location, and content of any such sign. In no event is any sign, poster, or any other item to be placed in the window or on the sidewalk of the Premises. Should Lessor erect a sign listing tenants of building Lessee shall pay pro-rata share of cost of said sign.

ARTICLE 10. INSURANCE AND INDEMNITY

1. Lessee agrees that, at its own cost and expense, it will provide during the term and any extension thereof, policies of insurance covering the following:
 - A. Public liability insurance insuring against liability for personal injury, death, and property damage occurring in, on or about the Premises, in the amount of \$ 1,000,000.00 per person, \$1,000,000.00 per accident, and \$1,000,000.00 for property damage.
 - B. Workmen's compensation insurance, employee disability and any other insurance required by the laws of New York State to be maintained by Lessee.

The above insurance policies required under Subsection A shall name Lessor and Lessee as additional insured's and insured as their interests may appear, and shall also include an endorsement naming any mortgagees of the Premises. All said policies shall be written with companies licensed in the State of New York. Lessee shall deliver to Lessor any mortgages, insurance policies evidencing such paid-up insurance prior to the date this lease is executed and upon renewal of such insurance. All such policies shall provide that the same may not be cancelled, terminated or modified except upon 30 days' prior written notice thereof to Lessor.

2. Without in any way being limited by the above insurance coverage's, Lessee agrees to protect, indemnify and hold harmless, Lessor against all losses, damages, expenses, liabilities and claims of every kind, including reasonable attorney's fees, arising out of or from (i) a failure by Lessee to perform any of the terms and conditions of this lease; (ii) a failure by Lessee to comply with any law, regulation, ordinance or other requirement of a governmental authority; or (iii) any injury, damage, accident or occurrence on or about the Premises causing

injury to any person or damage to property, except those caused by the negligence of Lessor, its agents, employees, representatives and invitees.

ARTICLE 11. DESTRUCTION OF PREMISES

1. If the Premises are damaged or destroyed, Lessee shall immediately give written notice thereof to Lessor.
2. If damages or destruction of part of the premises from any cause occurs which could be repaired within four months from such damages or destruction, Lessor shall repair the same with all reasonable speed and shall restore the Premises to substantially the same condition in which they existed prior to such damage or destruction to the extent reasonably possible with the fire insurance proceeds received. Lessee shall not be entitled to terminate this lease, but shall be entitled to an equitable and proportionate abatement in rent during the period required for repair and restoration of the Premises. If lessor fails to substantially complete such work within four months from the damage or destruction, Lessee may at its option terminate this Lease by written notice thereof to Lessor.
3. If total destruction of the Premises from any cause or damage or destruction of part of the Premises from any cause occurs which could not be repaired within four months from such damage or destruction, Lessor shall notify Lessee within 30 days after receiving notice of such damage or destruction whether or not Lessor will repair or rebuild the Premises. If Lessor elects not to repair or rebuild, this lease shall terminate as of the date of such damage or destruction. If Lessor elects to repair or rebuild the Premises to substantially the same condition in which they existed prior to such damage or destruction to the extent reasonably possible with the insurance proceeds received, Lessor shall give Lessee written notice of such and specify the time within which such repair or reconstruction shall be completed. Lessee shall then have the option within 15 days of receipt of such notice to elect to either terminate this lease as of the date of such damage or destruction or affirm this lease with a total or partial abatement of rent for the period from the occurrence of the damage or destruction until the Premises are repaired or restored.
4. If any damages or destruction of the Premises thereof occurs during the last two months of the term, Lessor shall not be obligated to repair or rebuild the Premises and Lessee may elect to terminate this lease as of the date the damage occurred.

ARTICLE 12. EMINENT DOMAIN

1. If the Premises or any part thereof shall be taken or condemned for public use or by right of eminent domain, the entire award thereof shall belong to Lessor, Lessee hereby assigning to Lessor all its right, title and interest to any such award. However, Lessee shall be entitled to receive an award for its fixtures, equipment, personality, and relocation expenses.
2. If the whole or a substantial part of the Premises shall be taken or condemned, then this lease shall terminate as of the date possession is required by the

acquiring authority and rent and other amounts paid by Lessee under this lease shall be prorated, the amount attributable to the period prior to possession shall be retained by Lessor, and the balance shall be refunded to Lessee.

3. If part of the Premises shall be taken or condemned and this lease is not terminated as provided in paragraph 2 above, Lessee shall surrender and vacate that part on the date possession is required by the acquiring authority. Lessor shall have the option of terminating this lease or Lessor shall repair and restore the part not affected by the taking to the extent reasonably possible with the proceeds of the award received, this lease shall continue in force and effect, and the rent and other amounts required to be paid by Lessee under this lease shall be equitably and proportionately reduced as of the date possession is required by the acquiring authority.

ARTICLE 13. ACCESS TO PREMISES

Lessee agrees to permit Lessor and its agents to enter the Premises for purposes of showing the same to prospective mortgagees; inspecting and examining the Premises; correcting any violation of this lease; making such repairs, alterations, improvements or modifications to the Premises or the buildings as may be necessary, and during the last six months of the term of this lease, for the purposes of exhibiting the Premises to prospective tenants. Except in emergency situations, any such entry shall be arranged by reasonable advance notice to Lessee and shall occur during normal business hours in such a manner as to avoid disruption of Lessee's use of Premises.

ARTICLE 14. SURRENDER OF PREMISES

1. Lessee agree to surrender to Lessor possession of the Premises upon the expiration of this lease, or its earlier termination as herein provided, broom clean and in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted.
2. Before Lessee surrenders the Premises to Lessor, Lessee shall at its cost and expense, remove its property and all alterations, additions and improvements as to which Lessor has made the election provided for in Article 6 hereof, and shall repair any damage to the Premises caused by such removal. Any property not so removed shall be deemed to be abandoned by Lessee and may be retained or disposed by Lessor at Lessee's expense.

ARTICLE 15. ASSIGNMENT AND SUBLETTING

Lessee agrees not to sublet the premises or any part thereof, or assign, mortgage or pledge this lease or Lessee's interest therein without the written consent of Lessor, which consent shall not be unreasonably withheld.

ARTICLE 16. DEFAULT BY LESSEE

The following shall be events of default by Lessee under this Lease:

- A. If Lessee fails to pay any item agreed by it to be paid in the amount and on the date it is due, and such failure continues for a period of more than 15 days.
- B. If Lessee files or has filed against it a request or petition for liquidation, reorganization, adjustments of debts, arrangements, adjudication as insolvent or bankrupt under the bankruptcy act, or under any similar law or statute of the United States or any state, and the same shall not be dismissed or discharged within 30 days.
- C. If Lessee becomes insolvent, or makes an assignment of its property for the benefit of creditors, or seeks the benefit of an insolvency act, or a receiver or trustee is appointed for Lessee's property, and the same is not dismissed or discharged within 30 days.
- D. If Lessee vacates or abandons the Premises.
- E. If Lessee fails to perform any of the terms, agreements and conditions of this lease and such default continues for a period of more than 30 days after written notice and demand is given by Lessor to Lessee; provided, however, that if the cure of such failure involves action reasonably requiring a longer period of time to complete, there shall be deemed to be no event of default if Lessee has taken steps to cure such failure and diligently completes such action necessary to effect such cure.
- F. If Lessee vacates or abandons the Premises, except however, Lessee shall have the right to notify Lessor of its intention to vacate the Premises and thereafter Lessee shall be entitled to vacate the Premises although Lessee shall continue to be liable for the rents due pursuant to this Lease Agreement. The Lessor shall have the affirmative obligation to mitigate damages by attempting to relet the Premises.

ARTICLE 17. REMEDIES OF LESSOR

If any event of default occurs, Lessor shall have the right and option to pursue any of the following remedies, each of which is cumulative and not exclusive and in addition to any other rights or remedies allowed by law:

- A. Lessor may, but is not obligated to, cure the default and recover the costs and expense of curing the default from Lessee.
- B. Lessor may terminate this Lease, enter upon, and take possession of the Premises, and remove all persons and property therefrom.
- C. Lessor may enter upon and take possession of the Premises, remove all persons and property therefrom, elect to accelerate the rent reserved under this Lease for the remaining term less the fair rental value of the Premises for the remaining term, and terminate this Lease.

- D. Lessor reserves the right to reenter and regain the premises upon tenant's breach of its obligation to pay rent. The lessee waives the service of notice of intention to re-enter or to institute legal proceedings.
- E. Lessor may enter upon and take possession of the Premises and remove all persons and property therefrom, and Lessor shall be obligated to, relet the Premises or any part thereof on terms, conditions and rentals Lessor deems appropriate as agent for and for the account of Lessee. Lessee shall be immediately liable for Lessor's expenses incurred in dispossessing Lessee and reletting the Premises, including broker's commissions, expenses of repairing and remodeling the Premises, attorney's fees, and like costs. Lessee shall be liable for the rent reserved under this Lease as it accrues, less the net rents Lessor receives from reletting the Premises.

ARTICLE 18. SUBORDINATION

This Lease shall be subordinate to any prior or subsequent mortgage on the Premises. This Article shall be self-operative without any further act of either Lessor or Lessee. Furthermore, Lessee appoints Lessor attorney-in-fact to execute any instrument, which may be required to evidence this subordination.

ARTICLE 19. QUIET ENJOYMENT

Lessor agrees that if Lessee pays the rent and other charges and performs all of the agreements of this Lease, Lessee shall have quiet enjoyment of the Premises during the term.

ARTICLE 20. SECURITY DEPOSIT

Upon execution of this Lease, Lessee shall deposit with Lessor, **Six Hundred Seventy-seven Dollars (\$677.00)**. As security for the faithful performance by Lessee of the terms and agreements of this Lease. Such sum shall be held by Lessor in accordance with the terms of New York General Obligations Law section 7-103. If Lessee fully and faithfully performs pursuant to the terms and agreements of this Lease and surrenders the Premises upon expiration of the term of this Lease or extension thereof or earlier termination thereof in accordance with the terms of this Lease, the security deposit shall be returned to Lessee.

ARTICLE 21. NOTICES

Any notice or communication which Lessor or Lessee may be required to give to the other shall be in writing and shall be sent registered or certified mail, return receipt requested, to, and the rent or other item agreed to be paid hereunder shall be sent to Lessor at, the address specified on page 1 hereof, or to such other address as either party shall have designated in writing to the other. The time of the service of such notice shall be when the same is deposited in an official

United States Post Office mail Box, postage prepaid. Lessor may also give notice to Lessee by hand delivery to the Premises.

ARTICLE 22. MISCELLANEOUS

1. The failure of Lessee to insist, in any one or more instances, upon a strict performance of any of the terms of this Lease or to exercise any right or remedy herein, shall not be constructed as an estoppel of Lessor or waiver or relinquishment for the future of such term or right or remedy, but Lessor shall be entitled to strict performance by Lessee of the terms of this Lease.
2. Lessee agrees to execute and acknowledge and deliver to Lessor a written statement certifying such matters as may be reasonably requested by Lessor, within 10 days after demand from Lessor.
3. The headings of the Articles are for informational and reference purposes only, and in no way defines, limit or expand the terms and provisions of this Lease.
4. Whenever a reference is made to a singular number, it shall be deemed to include the plural and vice versa whenever the context so requires, and a reference to the masculine, feminine or neuter shall be deemed to include the other whenever the context so requires.

ARTICLE 23. PROVISIONS BINDING

The terms, agreements, conditions, and covenants of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

ARTICLE 24. COMPLETE AGREEMENT

This Lease contains the entire agreement between the parties. Neither party is relying on any statement, agreement, or representation not contained herein. No modification of this Lease shall be binding unless it is in writing and signed by the party against whom such modification is sought to be enforced.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed on the day and year first above written.

LESSOR:

DocuSigned by:

Patricia A. Vaughan

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Patricia A. Vaughan

For Hinchey Properties LLC

LESSEE:

DocuSigned by:

C. Gratacos

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Clementina Gratacos

For Spiritual Vibes Botanica LLC



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-29-2024

Employer Identification Number:
99-2735857

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

SPIRITUAL VIBES BOTANICA LLC
CLEMENTINA A GRATACOS SOLE MBR
24 CREEKSIDE DR
ROCHESTER, NY 14622

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-2735857. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy for SPIRITUAL VIBES BOTANICA LLC, File Number 240429000005 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 29, 2024.



Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

ARTICLES OF ORGANIZATION
OF
SPIRITUAL VIBES BOTANICA LLC
Under Section 203 of the Limited Liability Company Law

- FIRST: The Name of the limited liability company is: **SPIRITUAL VIBES BOTANICA LLC**
- SECOND: The county, within this state, in which the office of the limited liability company is to be located is **MONROE**
- THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against the limited liability company may be served. The post office address to which the Secretary of State shall mail a copy of any process against the limited liability company served upon the Secretary of State by personal delivery is:
**THE LIMITED LIABILITY COMPANY
1136 MONROE AVE STE 1
ROCHESTER, NY 14620**
- FOURTH: The limited liability company designates the following as its registered agent upon whom process against it may be served within the State of New York is:
**UNITED STATES CORPORATION AGENTS, INC.
7014 13TH AVENUE
SUITE 202
BROOKLYN, NY 11228**
- FIFTH: The existence of the limited liability company shall begin upon filing of these Articles of Organization with the Department of State.

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

CLEMENTINA GRATACOS (Signature)

**CLEMENTINA GRATACOS, ORGANIZER
1136 MONROE AVE STE 1
ROCHESTER, NY 14620**

Filed by:

LEGALZOOM.COM, INC.

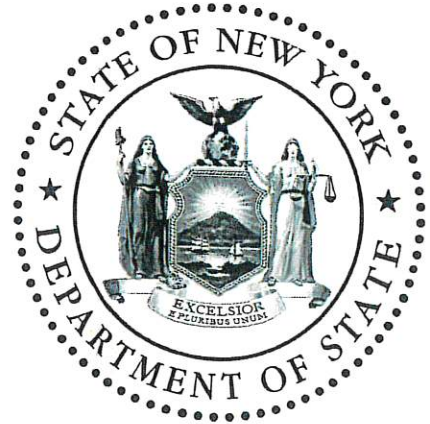
101 N BRAND BLVD., 11TH FLOOR

GLENDALE, CA 91203

**NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT**

ENTITY NAME : SPIRITUAL VIBES BOTANICA LLC
DOCUMENT TYPE : ARTICLES OF ORGANIZATION
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 7315327
FILE DATE : 04/29/2024
FILE NUMBER : 240429000005
TRANSACTION NUMBER : 202404290000004-3189776
EXISTENCE DATE : 04/29/2024
DURATION/DISSOLUTION : PERPETUAL
COUNTY : MONROE



SERVICE OF PROCESS ADDRESS : THE LIMITED LIABILITY COMPANY
1136 MONROE AVE STE 1,
ROCHESTER, NY, 14620, USA

**ELECTRONIC SERVICE OF PROCESS
EMAIL ADDRESS :** N/A

REGISTERED AGENT : UNITED STATES CORPORATION AGENTS, INC.
7014 13TH AVENUE , SUITE 202
BROOKLYN, NY, 11228, USA

FILER : LEGALZOOM.COM, INC.
101 N BRAND BLVD., 11TH FLOOR,
GLENDALE, CA, 91203, USA

SERVICE COMPANY : LEGALZOOM.COM, INC.

SERVICE COMPANY ACCOUNT : AF

CUSTOMER REFERENCE : 573917680

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100005625838

TOTAL FEES:	\$210.00	TOTAL PAYMENTS RECEIVED:	\$210.00
FILING FEE:	\$200.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$210.00
EXPEDITED HANDLING:	\$0.00	REFUND DUE:	\$0.00

New York State Department of Taxation and Finance
Certificate of Authority

Identification number

99-2735857

(Use this number on all returns and correspondence)



VALIDATED

5/23/2024

**Dept of Tax
and Finance**

SPIRITUAL VIBES BOTANICA LLC
DOING BUSINESS AS
SPIRITUAL VIBES BOTANICA LLC
723 RIDGE RD
LACKAWANNA NY 14218-1509

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

4020109100098

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DTF-17-A (11/14)



CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT

Application Notice

June 14, 2024

Clementina Gratacos
24 Creekside Drive
Irondequoit, NY 14622

Re: 723 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: June 26, 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

Boarding Neighbors

4:43

5G



Identity



Set reminder

Copy text



Share



Edit



Lens



Delete



CITY OF LACKAWANNA
OFFICE OF CODE ENFORCEMENT

714 Ridge Road – Room 311
Lackawanna, NY 14218
Tel: (716) 827-6474 Fax: (716) 827-1866



Agenda Checklist
Zoning Board of Appeals
Planning and Development Board

Agenda item SITE PLAN

Property address 108 DONIA

Zone MIXED RESIDENTIAL

Use variance needed? Yes No

Description of use variance (not allowed in that zone) _____

Area variance needed? Yes No

Description of area variances needed (Parking/ height ect...) ALREADY GRANTED BY ZONING BOARD. REAR+SIDE SETBACKS 15 FEET TO 0'

Description of agenda use? CONVERSION OF CHURCH INTO A MOSQUE FOR FOUTA ISLAMIC CENTER.

Code enforcement research (attached if applicable) YES

Legal opinion/ research (attached if applicable) NO

Scott Hayes
Code Enforcement Officer

City of Lackawanna, NY
Tuesday, June 18, 2024

Chapter 230. Zoning

Article III. District Regulations

§ 230-11. Mixed Residential - MR.

A. Purpose. Mixed Residential Districts have been designated in the City of Lackawanna to acknowledge the diversity of housing types currently available in the City's residential neighborhoods. The district is designed to allow a variety of housing styles and flexibility in building placement while protecting the appearance and character of residential neighborhoods.

B. Use regulations.

Permitted Uses and Structures

- Single-family detached dwellings
- Two-family detached dwellings
- Private garages with space for no more than three vehicles
- Home occupations
- Off-street parking and loading facilities
- Signs

Permitted Accessory Uses (subject to the provisions of this chapter)

- Fences, walls and hedges
- Private swimming pools
- Recreation facilities for the exclusive use of the primary use residents
- Satellite receiving antenna
- Alternative energy system apparatus
- Accessory storage building
- Attached single-family residences
- Multiple dwellings

Site Plan Review Uses

- Child-care centers
- Houses of worship
- Public buildings and uses
- Essential public services where no other site is available

C. Site area requirements.



**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: 7 MAY 2024

Application No. _____

Site Plan Review

Filing Fee \$10.00 ✓

<u>0.15</u> 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
_____ Greater than 5 acres	
\$ 400.00 plus \$100.00 per acres	\$ _____
_____ Special Use Permit	\$ 500.00
_____ Development Plan Review	\$ 50.00

Property Address: 108 DONA STREET

S.B.L. No. 141.67-3-7

Description of Proposed Project: CONVERSION OF EXISTING
1921 ERA CHURCH INTO A MOSQUE FOR
THE FOUTA ISLAMIC 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.

FRANK WAILAND
Name of Applicant


Signature of Applicant

3922 SENECA ST., W. SENECA NY
Address of Applicant

14224

Applicant Phone No.

Applicant's Email

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

Property Owner:

NAME: UNION FOUTA OF BUFFALO INC.

Address: 1443 FORT AVE.

NIAGARA FALLS, NY 14303

Director of Development

Short Environmental Assessment Form

Part I - Project Information

Instructions for Completing

Part I - Project Information. The applicant or project sponsor is responsible for the completion of Part I. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part I 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 I. 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 I - Project and Sponsor Information			
Name of Action or Project: CONVERSION OF CHURCH TO MOSQUE			
Project Location (describe, and attach a location map): 108 DONA STREET, LACKAWANNA NY			
Brief Description of Proposed Action: RECONFIGURE EXISTING CHURCH INTO A MOSQUE W/ REQUIRED PLUMBING (HC, ABLUTION STATIONS) CREATE A PARKING LOT ON SITE.			
Name of Applicant or Sponsor: FRANK WALAND (SPONSOR)		Telephone: _____	
Address: 3922 SENECA ST.		E-Mail: _____	
City/PO: W. SENECA		State: NY	Zip Code: 14224
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	YES
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	YES
BUILDING DEPT. REVIEW		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		<u>0.15</u> acres	
b. Total acreage to be physically disturbed?		<u>0.15</u> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<u>0.15</u> acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<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	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?			NO	YES
If Yes, identify: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?			NO	YES
b. Are public transportation services available at or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?			NO	YES
If the proposed action will exceed requirements, describe design features and technologies: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? (EXISTING)			NO	YES
If No, describe method for providing potable water: _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? (EXISTING)			NO	YES
If No, describe method for providing wastewater treatment: _____		<input type="checkbox"/>	<input checked="" 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?		<input checked="" type="checkbox"/>	NO	YES
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?		<input checked="" 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?			NO	YES
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____		<input checked="" 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:

- Shoreline
 Forest
 Agricultural/grasslands
 Early mid-successional
 Wetland
 Urban
 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

16. Is the project site located in the 100-year flood plan?

NO YES

17. Will the proposed action create storm water discharge, either from point or non-point sources?
If Yes,

NO YES

a. Will storm water discharges flow to adjacent properties?

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?
If Yes, briefly describe:

SHEET DRAINAGE TO STREET
STORM WATER SYSTEM

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

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

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

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: FRANK WALAND (SPONSOR) Date: 7 MAY 2024

Signature: [Signature] Title: (AGENT)

PRINT FORM



ERIE COUNTY, NEW YORK

Interactive Mapping Viewer

Search...

Sign in

Tools Find Data Draw Graphics Measure

- Pan
- Zoom In
- Zoom Out
- Initial View
- Full Extent
- Previous Extent
- Next Extent
- Bookmarks
- Identify
- Home
- Initial View
- Print
- Export
- Tool Labels



Linked Maps

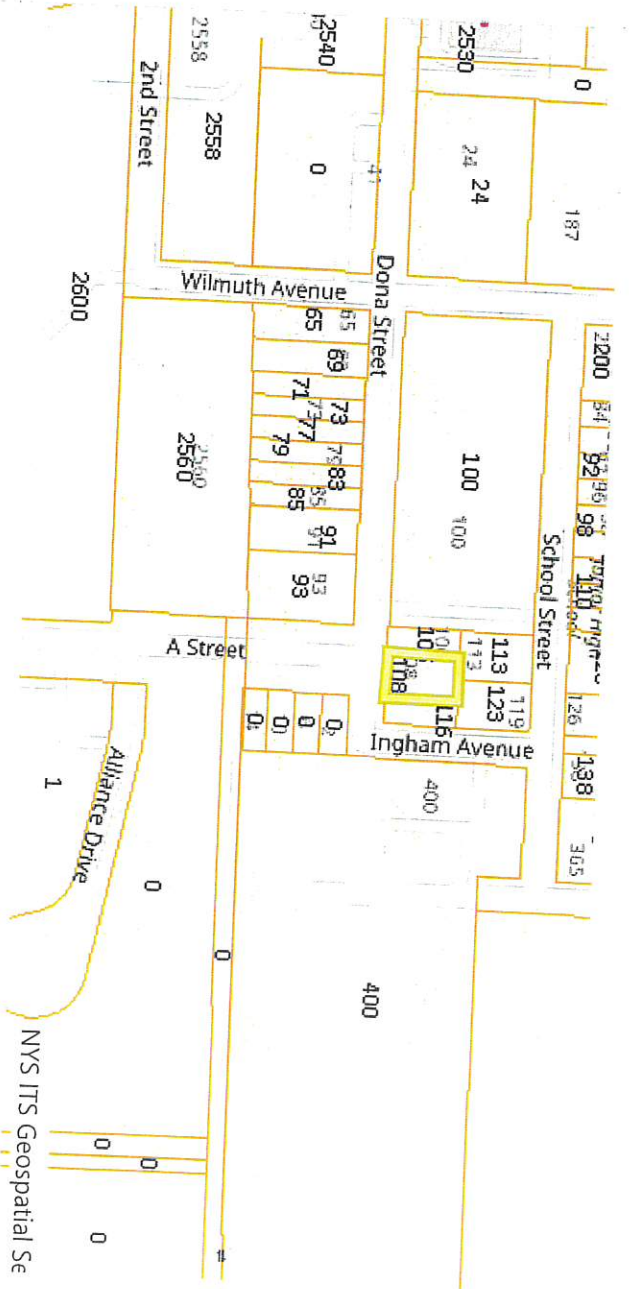
Linked Maps

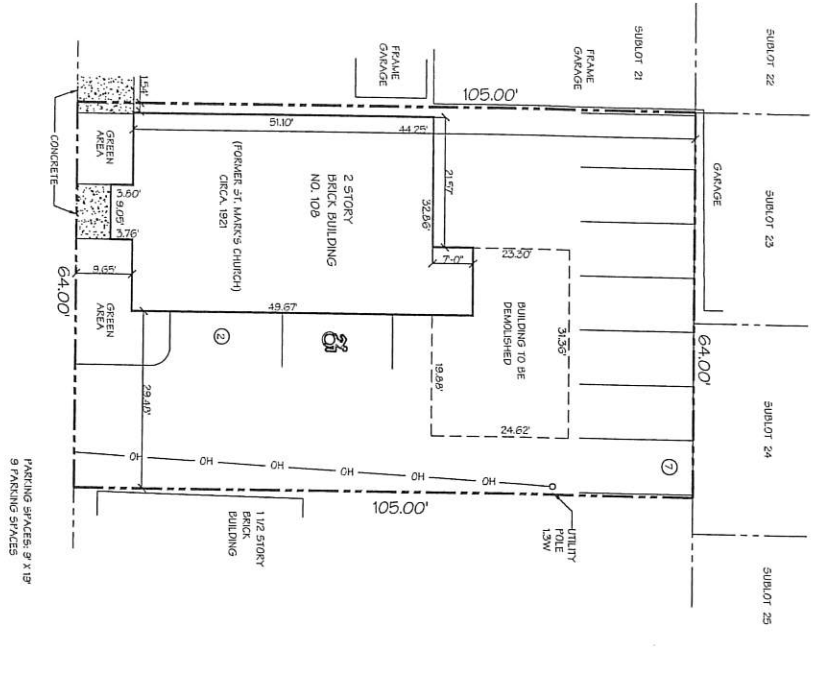
Owner: UNION FOUTA OF BUFFALO INC.
 Dimensions: 64x105
 Acreage: 0.1558 acres
 Property Class: C - Religious

Displaying 1 - 1 (Total: 1)

Page 1 of 1

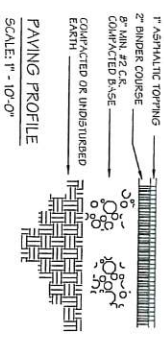
Home Layers Parcels (1)





PLAN NOTES

TOTAL AREA: 6,702SF 0.15 A
 BUILDING AREA: 1,750 SF = 0.04 A
 GREEN SPACE: 431 SF = 0.009 A = 6.4%
 PAVED AREA: 4,539 SF = 0.10 A
 PARKING SPACES: 9
 CURRENT ZONING: MIXED RESIDENTIAL



LOCATION MAP

- GENERAL NOTES**
- CONTRACTOR SHALL INSURE ALL WORK IS IN CONFORMANCE WITH ALL APPLICABLE BUILDING CODES. WORK SHALL BE COMPLETED IN STRICT ACCORDANCE WITH THE LATEST EDITIONS OF THE N.Y.S. UNIFORM FIRE PREVENTION AND BUILDING CODE, N.Y.S. ENERGY CONSERVATION CODE, N.Y.S. PLUMBING CODE, NATIONAL ELECTRIC CODE AND ALL OTHER FEDERAL, STATE AND LOCAL AGENCY REGULATIONS HAVING JURISDICTION OVER THIS PROJECT. IN THE EVENT OF ANY DISCREPANCIES BETWEEN AGENCY REQUIREMENTS, THE CONTRACTOR SHALL OBSERVE THE MORE STRINGENT OF REQUIREMENTS.
 - ALL WORK SHALL COMPLY WITH THE STANDARDS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS (NBFIU), INDUSTRIAL RISK INSURANCE UNDERWRITERS (IRIU), FACTORY MUTUAL (FMU), OF THE APPLICABLE RATING BUREAU, THE NATIONAL ELECTRIC CODE (NEC), THE AMERICAN GAS ASSOCIATION (AGA), AND THE AMERICAN SOCIETY OF HEATING AND AIR CONDITIONING ENGINEERS (ASHRAE), OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), APPLICABLE STATE AND CITY BUILDING CODES AND THE REQUIREMENTS OF ALL PUBLIC UTILITY COMPANIES SERVING THE PROJECT SITE.
 - CONTRACTOR (AND HIS SUBCONTRACTORS) SHALL BE LICENSED BY THE STATE IN WHICH THE PROJECT IS LOCATED AND APPROVED IN ADVANCE BY THE OWNER.
 - CONTRACTOR SHALL FILE ALL APPLICATIONS, PAY FOR ALL NECESSARY FEES AND SECURE CERTIFICATES OF OCCUPANCY FOR THE PROJECT.
 - ALL WORK IS TO BE COMPLETED WITH THE OWNER. THE CONTRACTOR IS TO MEET WITH THE OWNER PRIOR TO STARTING WORK. THE CONTRACTOR WILL PRESENT THE BUILDING PERMIT AND INSURANCE CERTIFICATES TO THE OWNER PRIOR TO STARTING CONSTRUCTION.
 - CONTRACTOR SHALL PROVIDE ANY NECESSARY MEASURES TO PROTECT THE WORKERS AND OTHER PERSONS DURING CONSTRUCTION.
 - CHECK WITH THE OWNER FOR COORDINATION OF THE WORK UNDER THIS CONTRACT WITH WORK OF OTHER TRADES. OWNER'S REGULATION GOVERN ALL ASPECTS OF OUTSIDE CONTRACTORS WORKING ON THE PROJECT.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING BUILDINGS, AND OTHER INSTALLATIONS THAT ARE TO REMAIN INTACT WHILE PERFORMING THE SPECIFIED WORK. PROVIDE AND MAINTAIN FIRE EXTINGUISHERS ON PROJECT SITE DURING CONSTRUCTION.
 - UNLESS INDICATED OTHERWISE, ALL MATERIAL FURNISHED AND INCORPORATED INTO WORK SHALL BE NEW, UNLESS NOTED OTHERWISE. MATERIALS TO BE MANUFACTURED TO THE MANUFACTURER'S SPECIFICATIONS AND BEST STANDARD OF THE TRADES INVOLVED.
 - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS IN FIELD PRIOR TO CONSTRUCTION. NOTIFY ARCHITECT OF ANY DISCREPANCIES OR DRAWINGS.
 - USE THE SITE TO VERIFY EXISTING CONDITIONS, EXISTING CONCEALED CONDITIONS AND CONDUITS. THE CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCIES AT NO ADDITIONAL COST TO OWNER OR ARCHITECT. REPAIRS OR CORRECTIONS SHALL BE COMPLETED IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCIES BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS TO THE ARCHITECT BEFORE CONSTRUCTION BEGINS.
 - UNLESS OTHERWISE INDICATED ALL INTERIOR FINISHES SHALL BE AS DIRECTED BY THE OWNER.

FOUTA ISLAMIC CENTER
 EXISTING BUILDING
 108 DONA STREET

F. J. WALLMAN
 ARCHITECT
 450 E. 11th St.
 New York, NY 10003
 Phone: (212) 696-1111
 Fax: (212) 696-1112

JAMES GILBERT
 ENGINEER
 5729 EAST RIVER RD.
 GRAND CENTRAL STATION
 NEW YORK, NY 10017

SITE PLAN

Scale: 1" = 10'-0"

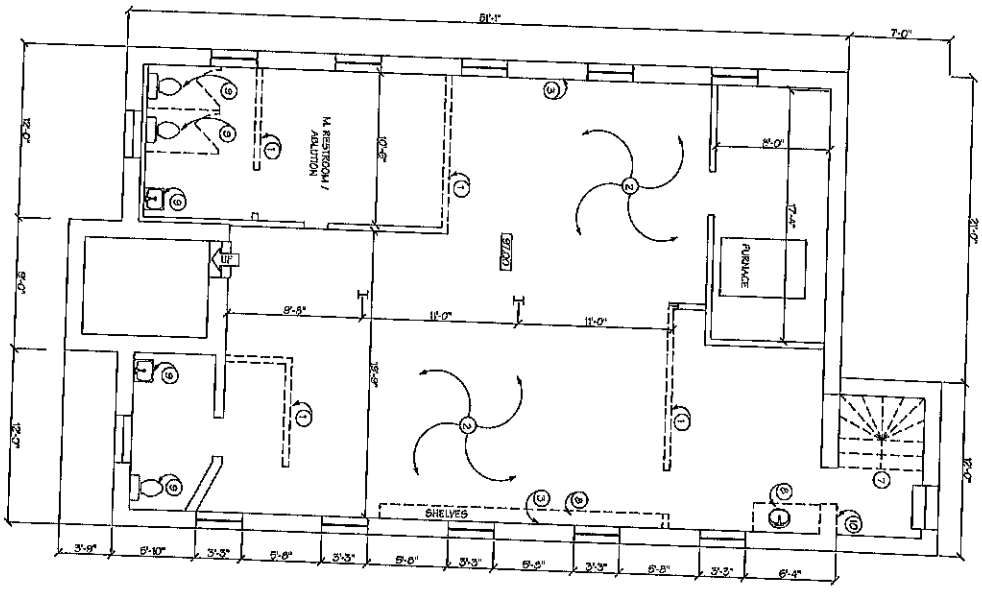
SP-

DATE: 10/15/11

BY: [Signature]

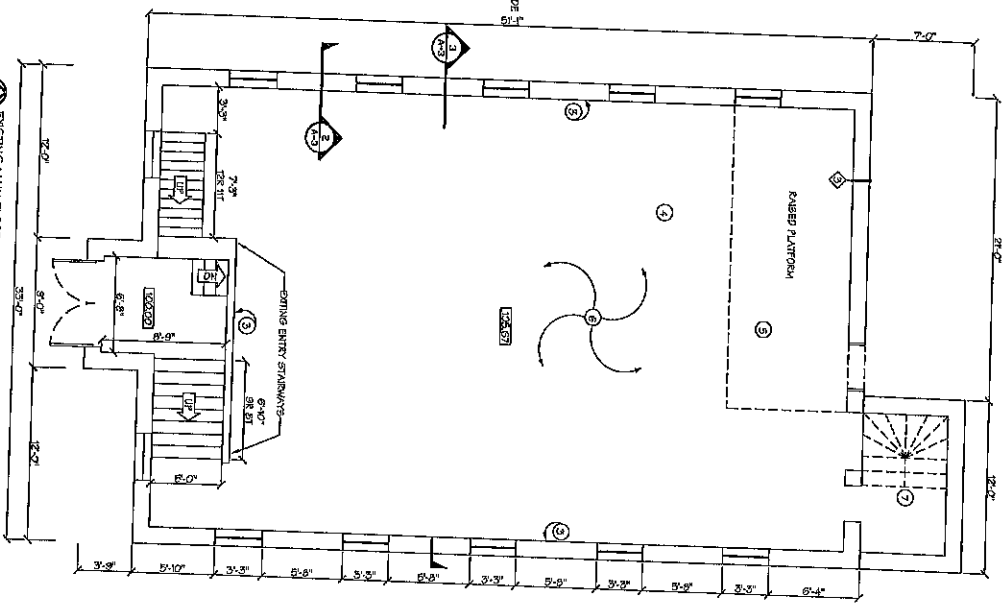
EXISTING BASEMENT
SCALE 1/4" = 1'-0"

PLAN KEY:
 - - - - - EXISTING WALL TO REMAIN
 - - - - - EXISTING WALL TO BE REMOVED
 - - - - - ALL WINDOWS ARE 36" X 36" 9/16" FRAME
 - - - - - FOR 4" GLASS BLOCK



EXISTING MAIN FLOOR
SCALE 3/8" = 1'-0"

ALL WINDOWS ARE 36" X 36" 9/16" FRAME, 20/20



- DEMOLITION PLAN NOTES**
- 1 REMOVE NON-BEARING WALLS IN LOWER LEVEL.
 - 2 REMOVE CEILING SYSTEM, HVAC TRUNK LINES, SOUND DUCTS, STUMP WALL FRAMING.
 - 3 REMOVE VENT TO REMAIN, ENCASELATE WITH 1/2" GAB.
 - 4 MECHANICALLY FASTEN TO EXISTING WOOD FLOOR.
 - 5 REMOVE FRAM, RAISED PLATFORM.
 - 6 REMOVE CEILING TILES, PARTIALS TO REMAIN.
 - 7 REMOVE WINDING STAIRWAY TO PRAYER ROOM.
 - 8 REMOVE SHELTER, SINK, AND BOWL.
 - 9 REMOVE PLUMBING FIXTURES, FIXTURES.
 - 10 REMOVE WALL FOR SINK CLEARANCE.

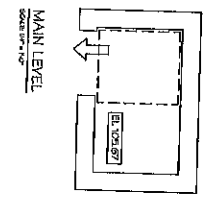
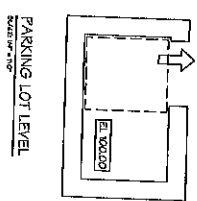
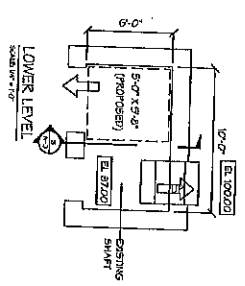
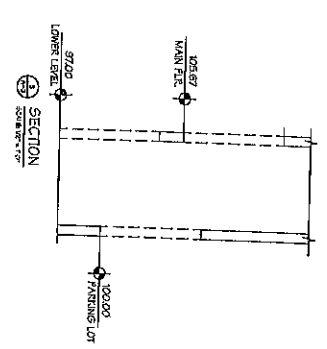
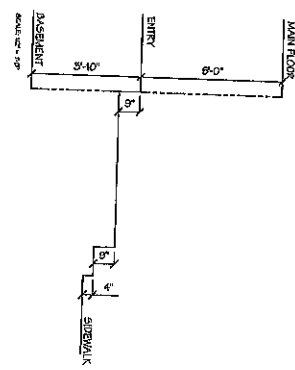
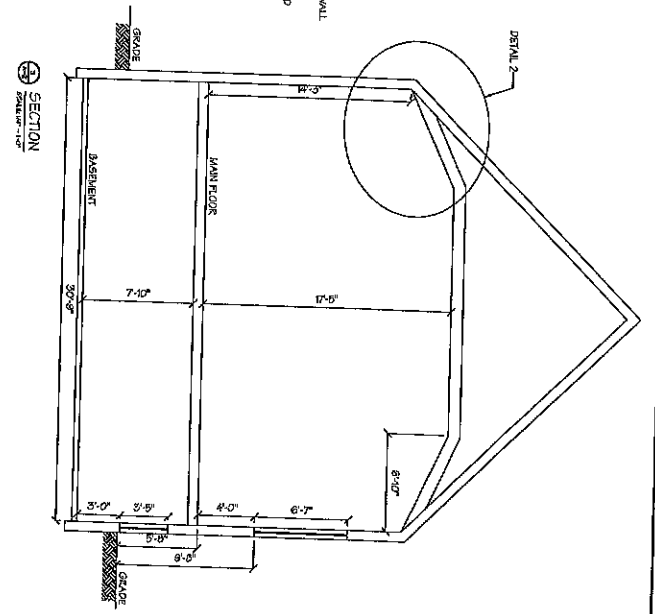
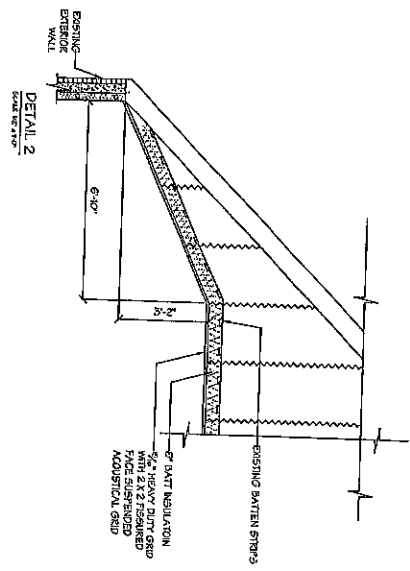
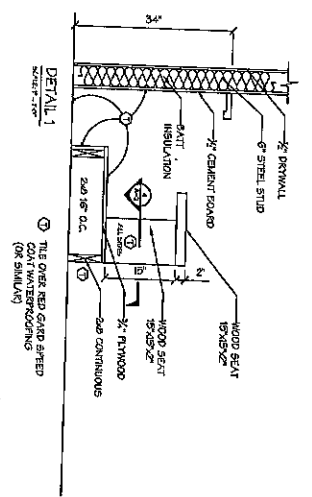
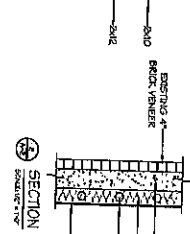
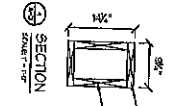
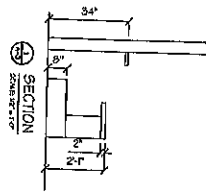
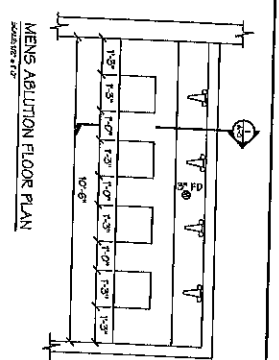
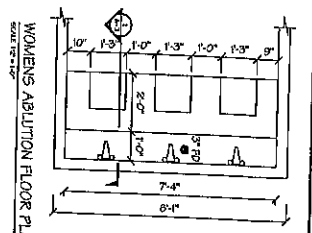
DEMOLITION PLAN
 A-1

FOUTA ISLAMIC CENTER
 108 DONA STREET
 LACKAWANNA, NEW YORK

F. J. WALLAND, ARCHITECT
 5725 EAST RIVER ROAD
 CLIVE, NEW YORK 14303

Revised by:

No.	Date	By	Revised



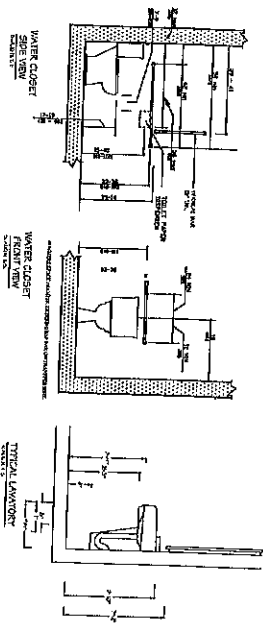
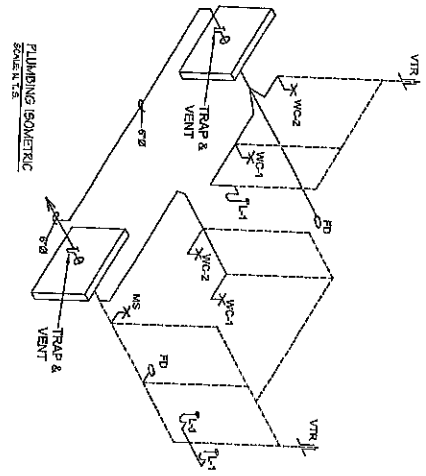
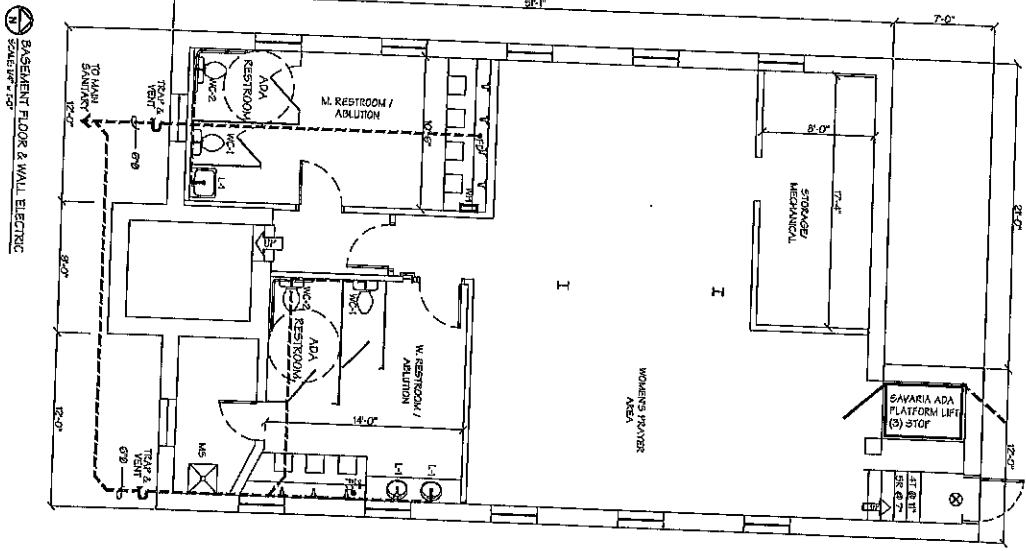
3 STOP HC LIFT

SECTIONS & DETAILS
A-3

FOUTA ISLAMIC CENTER
EXISTING BUILDING BUILD-OUT
108 DONA STREET
LACKAWANNA, NEW YORK

F. J. WALLAND, INC.
ARCHITECTS

NO.	DATE	BY	REVISION



PLUMBING PLAN NOTES

- PLUMBING CONTRACTORS TO VERIFY ALL DIMENSIONS.
- REFER TO FLOOR PLANS FOR DIMENSIONS.
- ALL WORK IS TO BE DONE IN ACCORDANCE WITH LOCAL AND STATE CODES.
- IF ANY CONFLICTS ARISE CONTRACTORS SHOULD BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER IMMEDIATELY BEFORE THE COMMENCEMENT OF WORK.
- CONFLICTS BETWEEN PLANS AND SPECIFICATIONS WILL BE RESOLVED BY THE ATTENTION OF THE CONSTRUCTION MANAGER OR ARCHITECT FOR INTERPRETATION AND/OR RESOLUTION.
- PLUMBING CONTRACTOR IS TO OBTAIN ALL REQUIRED PERMITS.
- ALL HOT AND COLD WATER LINES TO BE INSULATED.
- PROVIDE AUTOMATIC TYPICAL FIXTURES AND PIPING FOR ALL FLOOR DRAINS.

SCHEDULE OF PLUMBING FIXTURE CONNECTIONS

SYMBOL	TYPE OF FIXTURE	QUANTITY	DETAILED	WATER	WASTE
WC-1	WATER CLOSET	3	3" MIN.	2"	3/4"
WC-2	HOT WATER CLOSET	1	1-1/2"	1-1/2"	1/2"
L-1	LAVATORY	3	1-1/2"	1/2"	1/2"
FD	FLOOR DRAIN WITH TRAP	3	3"	2"	1/2"

FIXTURE SCHEDULE

KEY	DESCRIPTION	MANUFACTURER	MODEL
WC-1	REG. TOILET SEAT SUPPLY	KOHLER	K-3354H 19" HIGH
WC-2	HOOD ROSET SEAT SUPPLY	KOHLER	K-3354H 19" HIGH
L-1	FLOOR LAV TRAP	KOHLER	K-3354H 19" HIGH
WH	WOMEN'S ELECTRIC WATER HEATER	BOECH	100V RES
FD	FLOOR DRAIN	MURTE	3/4" OD
MS	MAN SINK	MURTE	3/4" OD

FOUTA ISLAMIC CENTER

108 DONA STREET
LACKAWANNA, NEW YORK

F. J. WALL AND ASSOCIATES, INC.

1000 WEST 10TH STREET
LACKAWANNA, NEW YORK

PLUMBING PLANS

M-1

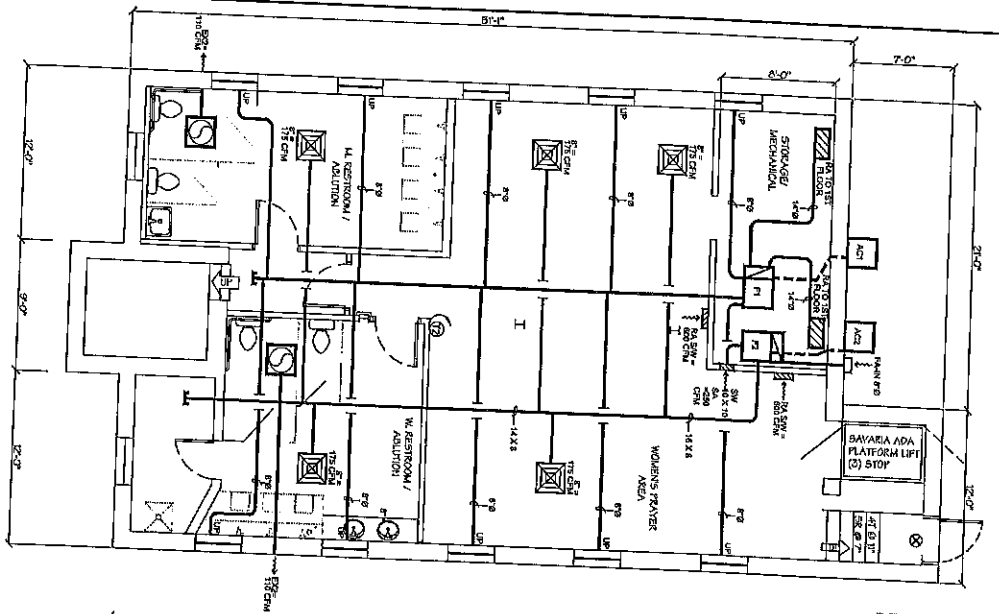
DATE: 10/15/2014

PROJECT: FOUTA ISLAMIC CENTER

DESIGNER: F. J. WALL AND ASSOCIATES, INC.

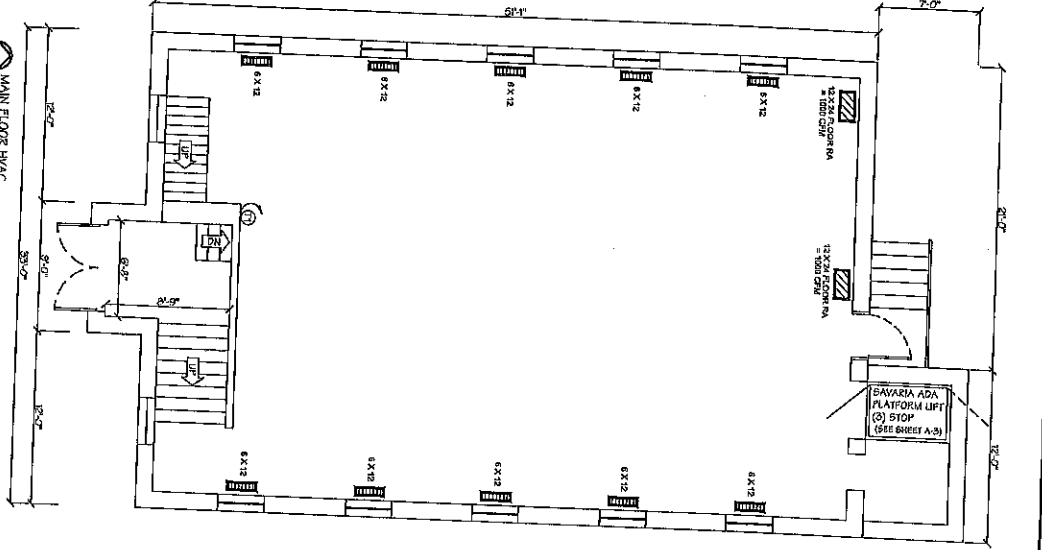
CHECKED: F. J. WALL AND ASSOCIATES, INC.

APPROVED: F. J. WALL AND ASSOCIATES, INC.



BASEMENT HVAC
ZONE 101 = 101

- BASEMENT HVAC NOTES**
- F2 = 865 FBT TRANSFER OR EQUAL TO 800/200 BTU
 - AC = HEER TRANSFER OR EQUAL TO 800/200 BTU
 - F1 = 102 FRESH AIR INLET 200 CFM



MAIN FLOOR HVAC
ZONE 101 = 101

- 1ST FLOOR HVAC NOTES**
- F2 = 865 FBT TRANSFER OR EQUAL TO 800/200 BTU
 - AC = HEER TRANSFER OR EQUAL TO 800/200 BTU

- GENERAL NOTES**
- TWO (2) DUCT SYSTEMS TO INC. 16 SUPPLY REGISTERS AND 4 RETURN FOR BOTH FLOORS.
 - ONE (1) TRANSFER OR EQUAL 12000 BTU TRANSFER WITH MATCHING DDA-A THROUGHOUT SYSTEM.
 - ONE (1) TRANSFER OR EQUAL ROOM BY RETURN WITH MATCHING DDA-A THROUGHOUT SYSTEM FOR BASEMENT CHANGEL TO INC WALL MOUNTED 150W ROOMS.
 - TWO (2) EXHAUST FANS AND DUCT AS NEEDED AT TOPCH. FOR BASEMENT BATH ROOMS.
 - HVAC SYSTEM TO CARRY ONE TON CONDENSERS W/REAR WITH AN ADDITIONAL MESSY FANS ONLY WARRANTY AS STATED OTHERWISE.

FOUTA ISLAMIC CENTER
108 DONA STREET
LACKAWANNA, NEW YORK

HVAC PLAN
M-2

F. J. WALSH AND ASSOCIATES, INC.
MECHANICAL ENGINEERS
1000 WEST 10TH STREET
LACKAWANNA, NY 14240
TEL: 716-432-1111

James Allen Roush
OWNER
108 DONA STREET
LACKAWANNA, NY 14240

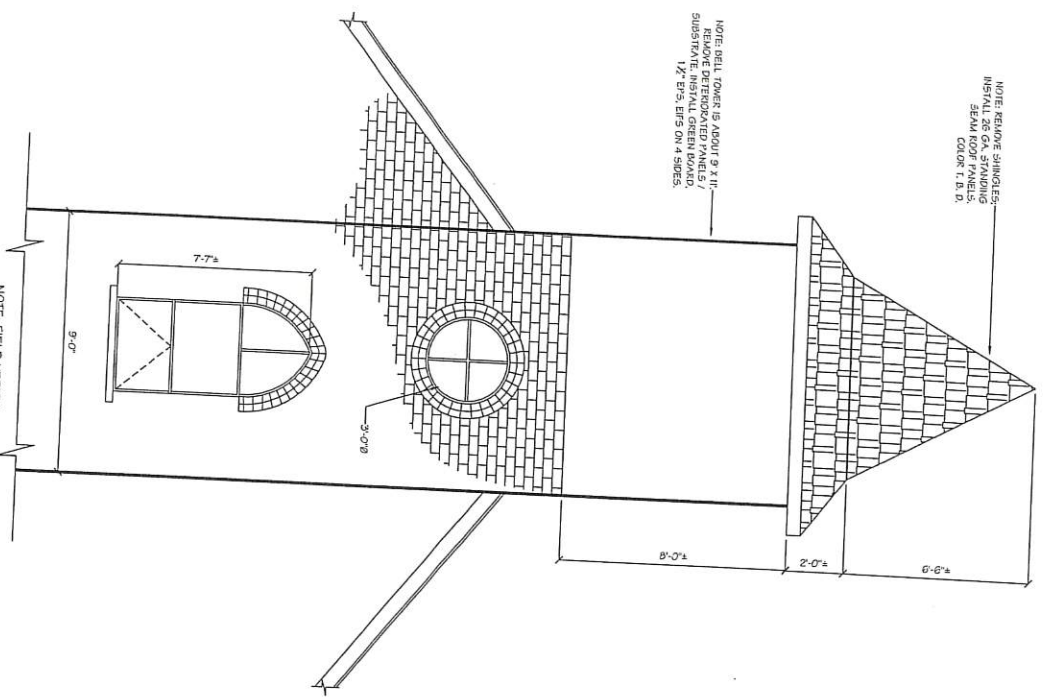
Rev	Date	By	Check	Remarks
1	11/17/20	AW	AW	ISSUE FOR PERMIT

NOTE: REMOVE SHINGLES
INSTALL SHINGLES
SEAM ROOF PANELS
COLOR T. B. D.

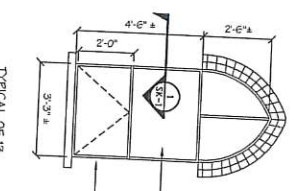
NOTE: BELL TOWER IS ABOUT 9' 7" H.
REMOVE RENOVATED PANELS /
SUBSTITUTE: INSTALL GREEN BOARD,
1/2" D.T.S. EPS ON 4 SIDES.

SOUTH ELEVATION
SCALE: 1/2" = 1'-0"

NOTE: FIELD VERIFY
ALL EXISTING DIMENSIONS

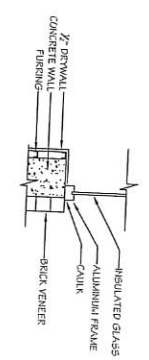


TYPICAL OF 13
GOthic ARCHED WINDOWS
SCALE: 1/2" = 1'-0"



NOTE: FIELD VERIFY
ALL WINDOWS

SECTION
SCALE: 1/2" = 1'-0"



EXISTING SOUTH ELEVATION
SCALE: 1/2" = 1'-0"



TITLE: SOUTH WINDOW DETAILS
 SHEET: SK-1
 DATE: 11/14/2022

FOUTA ISLAMIC CENTER
 EXISTING BUILDING BUILD-OUT
 108 DONA STREET
 LACKAWANNA, NEW YORK

E. J. WALLAND, ARCHITECT
 1000 W. 10TH STREET
 SUITE 100
 LACKAWANNA, NY 14093
 TEL: 716.833.1111
 FAX: 716.833.1112
 WWW.EJWALLAND.COM

JAMES ALLEN ROBERTS
 1000 W. 10TH STREET
 SUITE 100
 LACKAWANNA, NY 14093
 TEL: 716.833.1111
 FAX: 716.833.1112
 WWW.JAMESALLENROBERTS.COM

Drawing Revisions

No.	Date	By	Remarks



CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT

Application Notice

June 14, 2024

Frank Wailand
3922 Seneca St
West Seneca, NY 14224

Re: 108 Dona St

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: June 26, 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

Boarding Neighbors



CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT

June 14, 2024

Application Notice

Union Fouta of Buffalo, Inc
1443 Fort Ave
Niagara Falls, NY 14202

Re: 108 Dona St

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: June 26, 2024

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Time: 6:00pm

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If you have any questions please feel free to call 827-6474

Boarding Neighbors



CITY OF LACKAWANNA
DEPARTMENT OF DEVELOPMENT

Bordering 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: Union Fouta Of Buffalo, Inc

Address: 108 Dona St

In reference to: Requesting to convert church into a mosque

You are entitled to appear at the public hearing scheduled for 6/26/24@ 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

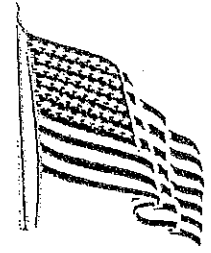
If you have any questions regarding the meeting, please call 716-827-6474

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) 827-6474 Fax: (716) 827-1866



MEMORANDUM

TO: Planning & Zoning Board Members
FROM: Development & Code Enforcement
RE: Fencing Heights and Zoning
DATE: June 7, 2024

Attached you will find copies of the Fencing Codes and Zoning Map

We respectfully ask that you review this information and give your opinion on the changes our office is proposing.

Your input will be valuable to the decision made on this matter.

If you have any further questions please reach out to anyone on the team.

Thank you

Charles D. Clark
Department of Development

Chapter 230. Zoning

Article V. Regulations Applicable to All Districts

§ 230-33. Fencing.

- A. Front yard fencing may not exceed three feet in height.
- B. Perimeter fencing is prohibited in all front yards.
- C. No more than 40% of a front yard fence material may be opaque or solid materials.
- D. All fences shall be installed so that the better side of all fencing faces outward from a property.
- E. For uses subject to site plan review, where new fencing would create a continuous surface at least 10 feet in length, the visual expanse of bare fence should be minimized with grouped tree and shrub plantings in accordance with the landscaping provisions of this chapter.
- F. The use of barbed wire and other security wire fencing in residential districts is prohibited.
- G. In nonresidential districts, the maximum fence height is eight feet.
- H. In residential districts, the maximum fence height is six feet measured from the average finished grade of the lot except:
 - (1) Where a property abuts a nonresidential district, a fence up to eight feet in height is permitted.
 - (2) A fence of 12 feet will be allowed to enclose a tennis court.
- I. Where potential health or safety hazards may arise fence height may be increased as necessary to prevent unauthorized access to the premises.

JUNE 26TH



PLANNING AGENDA

City of Lackawanna, NY
Wednesday, May 15, 2024

Chapter 230. Zoning

Article V. Regulations Applicable to All Districts

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CHANGE