



Building Inspection Department

Jason Dool
Chief Building Inspector

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094
Phone (716) 439-6759
Fax (716) 439-6605

January 8, 2024

Megan Brewer

AGENDA

Please be advised that there are (3) three items on the agenda for the regularly scheduled Zoning Board of Appeals Meeting, Tuesday, January 23, 2024 at 5 P.M.

1. Vincent Brege. 81 Minard Street. Request to erect a 15' x 12' roof structure on the west side of the house situated in an R-2 Zone. (area-0' west line)
2. Stitched Development, LLC. 521 East Avenue. Request to utilize the existing building as an assisted living facility and a senior living facility situated in an R-1 Zone. (use-assisted living facility, use-senior living facility)
3. RAS Development I, LLC. 116 & 120 Main Street. Request to redevelop the properties to include 30 apartment units as well as commercial/retail space with a 22-space covered parking area situated in a B-2 Zone. (Area-22 parking spaces, need 60)

***IF YOU CANNOT ATTEND THIS MEETING, PLEASE CONTACT MEGAN AT 439-6754 or
mbrewer@lockportny.gov ***



Building Inspection Department

Jason Dool
Chief Building Inspector

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094
Phone (716) 439-6759
Fax (716) 439-6605

NOTICE OF PUBLIC HEARING

Case No. 2313

January 8, 2024

Megan Brewer

Dear Sir or Madam:

An Appeal under the Zoning Ordinance as applied to the property at 81 Minard Street, Lockport, New York, had been filed by Vincent Brege.

The request is for a variance to erect a 15' x 12' roof structure on the west side of the house situated in an R-2 Zone.

Approval of the permit application was denied or withheld because the roof structure will be located on the west property line.

The City of Lockport Zoning Ordinance requires a minimum 10' side yard setback in an R-2 Zone.

A Public Hearing will be held by the Zoning Board of Appeals on **Tuesday, January 23, 2024 at 5:00 P.M.**, at the Lockport Municipal Building, One Locks Plaza, Lockport, New York, at which time you may appear, if you so desire, either in person or by agent or attorney.

The purpose of this Hearing is to give all affected property owners an opportunity to support or oppose the granting of this Appeal.

LOCKPORT ZONING BOARD OF APPEALS
Megan Brewer

Handwritten scribbles and initials in the top left corner.

**CITY OF LOCKPORT, NEW YORK
ZONING BOARD OF APPEALS APPLICATION**

 AREA VARIANCE

 USE VARIANCE

It is the responsibility of the applicant to complete this form in its entirety, including all required attachments, and as precisely as possible. Failure to submit a complete application may result in a delay in being placed on a Zoning Board of Appeals agenda or a delayed decision from the Zoning Board.

PROPERTY ADDRESS: 81 MINARD St Lockport

APPLICANT INFORMATION

NAME: Vincent Brege ADDRESS: 81 MINARD St

PHONE: (716) 334-2188 Lockport NY 14094
CITY STATE ZIP

FAX: _____ E-MAIL: Vincebrege @ Gmail .com

OWNER INFORMATION

NAME: Ashlee Dodd ADDRESS: 293 Prospect St

PHONE: 585 356-0617 Lockport NY 14094
CITY STATE ZIP

FAX: _____ E-MAIL: _____

RELATIONSHIP OF APPLICANT TO PROPERTY:

- CONTRACT PURCHASER CONTRACTOR OTHER
- ARCHITECT/ ENGINEER LESSEE

OFFICE USE ONLY

RECEIVED BY: _____ DATE/TIME RECEIVED: _____

FEE AMOUNT: _____ CHECK/MONEY ORDER#: _____

ZONING: _____ FEE TRANSMITTAL DATE: _____

AGENDA DATE: _____ DEADLINE DATE: _____

COUNTY TAX MAP IDENTIFICATION NUMBER: _____

BRIEF HISTORY OF PROPERTY (historic use of property, ownership history, etc.)

Flip house that I moved into

DESCRIPTION OF PROPOSED ACTION (include specific use proposed, hours, # of employees, etc.)

To cover small area with a roof to protect and get some stuff out of the weather. As my yard is not big enough for an actual garage.

VARIANCE STANDARDS (USE VARIANCE)

Applications for use variances must be based on alleviating a clearly demonstrable hardship, as opposed to a special privilege of convenience sought by the owner. Furthermore, the hardship must be peculiar to the land or building and must not generally apply to land throughout the neighborhood. An example of a property that may potentially have a case for a used variance is a corner store in a predominantly residential neighborhood. If the building has large plate glass windows, a parking lot and loading docks in the rear, it would be extremely costly to convert the building to residential uses to comply with existing zoning regulations.

VARIANCE STANDARDS (AREA VARIANCE)

Applications for area variances must be based on some extraordinary topographic condition or other physical condition inherent in the parcel (for example: exceptional narrowness, shallowness, shape or area). This condition must prohibit or unreasonably restrict the use of the land and/or building. One example of special condition: A utility right-of-way cutting through the rear half of several properties within a larger neighborhood limiting the buildable area of those properties, thereby requiring variances for rear and side yard setbacks for those particular property owners to construct new garages or sheds.

DESCRIPTION OF HARDSHIP (describe the features or conditions of the property that restrict reasonable use of the property under current zoning regulations)

The property is not big nor wide and just looking to install a cover over small area of driveway. to have cover for bike and other outdoor stuff

Describe how the requested variance will not alter the character of the larger neighborhood or impact adjacent properties:

Its only a lean too H post in ground & actually a clear roofing panels so I don't lose any light.

APPLICATION ATTACHMENTS

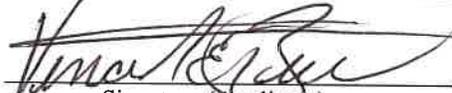
To ensure appropriate and timely review of the application, please provide the following additional documentation in support of the application. Failure to provide all of the applicable materials listed below may result in a delay in scheduling the application for review by the Zoning Board of Appeals.

- ___ \$150 application fee (cash or checks payable to the City of Lockport)
- ___ Detailed site plan (10 copies)
- ___ Photographs of existing conditions
- ___ Property survey (10 copies)

APPLICANT/OWNER AFFIRMATION

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND I FURTHER UNDERSTAND THAT INTENTIONALLY PROVIDING FALSE OR MISLEADING INFORMATION IS GROUNDS FOR IMMEDIATE DENIAL OF MY APPLICATION.

FURTHERMORE, I UNDERSTAND THAT I (OR A DESIGNATED REPRESENTATIVE) MUST BE PRESENT AT THE MEETING TO REPRESENT THE APPLICATION AND RESPOND TO ANY QUESTIONS FROM THE ZONING BOARD OF APPEALS MEMBERS.


Signature (Applicant)

10-27-23
Date

IF APPLICANT IS NOT THE OWNER OF RECORD FOR SUBJECT PARCEL:

I, THE UNDERSIGNED, HEREBY AFFIRM THAT I AM THE OWNER OF RECORD FOR THE SUBJECT PARCEL AT THE TIME OF APPLICATION. FURTHERMORE, I AM FAMILIAR WITH THE REQUEST BY THE APPLICANT AND AUTHORIZE SAID APPLICANT TO REPRESENT THE INTEREST OF THE OWNER (S) IN FURTHERANCE OF THE REQUEST.


Signature (Owner)

11-9-23
10-27-23
Date

Regular meetings of the Zoning Board of Appeals are generally held on the 4th Tuesday of every month. The meetings are held at 5:00 P.M. in the Common Council chambers on the first floor of City Hall. Applicants will receive a reminder notice in the mail prior to the meeting.

Pursuant to Section §190-188(d) of the City of Lockport Zoning Ordinance, property owners within a 200' radius will be notified of the intent of the applicant and given an opportunity to speak for or against the application.

TAX #109.17-2-22
N/F CATRINA B. SARAF
#45 AMELIA ST

TAX #109.17-2-25
N/F PATRICK J. WRIGHT, Jr
#83 MINARD ST

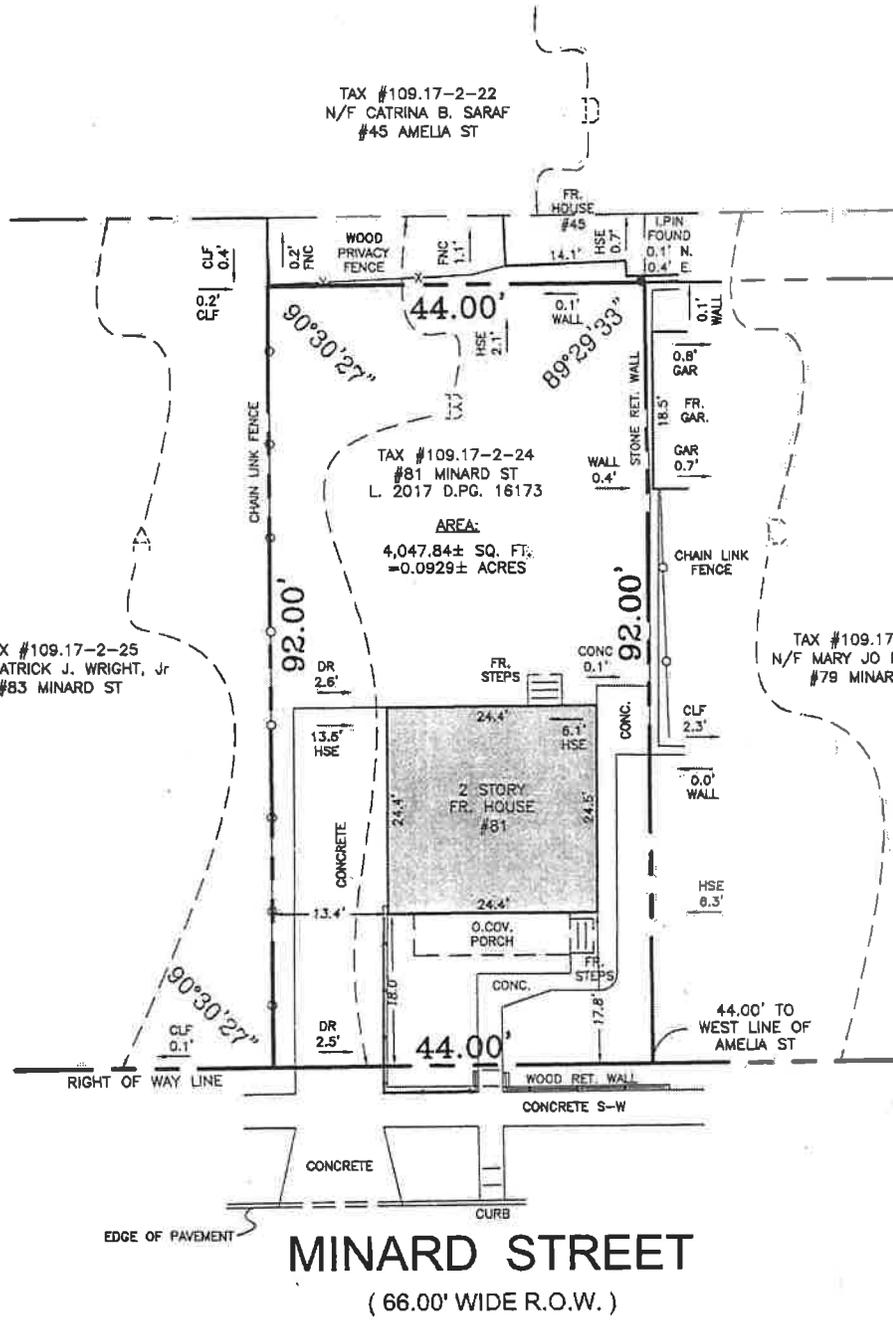
TAX #109.17-2-24
#81 MINARD ST
L. 2017 D.P.G. 16173

AREA:
4,047.84± SQ. FT.
=0.0929± ACRES

TAX #109.17-
N/F MARY JO W
#79 MINARD

REFERENCES:

1. LIBER 2017 OF DEEDS, PAGE 16173.
2. MICRO BOOK/PLAT 11, PAGE 1006.
3. MAP 10, PAGE 960.



WE, ARROWPOINT LAND SURVEYORS CERTIFY TO THE PARTIES LISTED BELOW THAT THIS MAP WAS PREPARED USING THE REFERENCE MATERIALS LISTED HEREON AND THE NOTES OF AN INSTRUMENT SURVEY, PERFORMED IN ACCORDANCE WITH THE CURRENT STANDARDS OF THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, COMPLETED OCTOBER 24, 2018.

CERTIFICATIONS ON THIS BOUNDARY SURVEY WAS PREPARED IN ACCORDANCE WITH THE CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY ASSOCIATION OF PROFESSIONAL LAND SURVEY. CERTIFICATION IS LIMITED TO PERSONS FOR WHOM THIS SURVEY MAP IS PREPARED, TO THE TITLE COMPANY GOVERNMENTAL AGENCY, AND TO THE LENDING INSTITUTION FOR THIS BOUNDARY SURVEY MAP. THE CERTIFICATION IS NOT TRANSFERABLE.

©2018 AVERY COX LAND SURVEYING, D.P.C. /



INSTRUMENT

LANDS OF

← 15 →

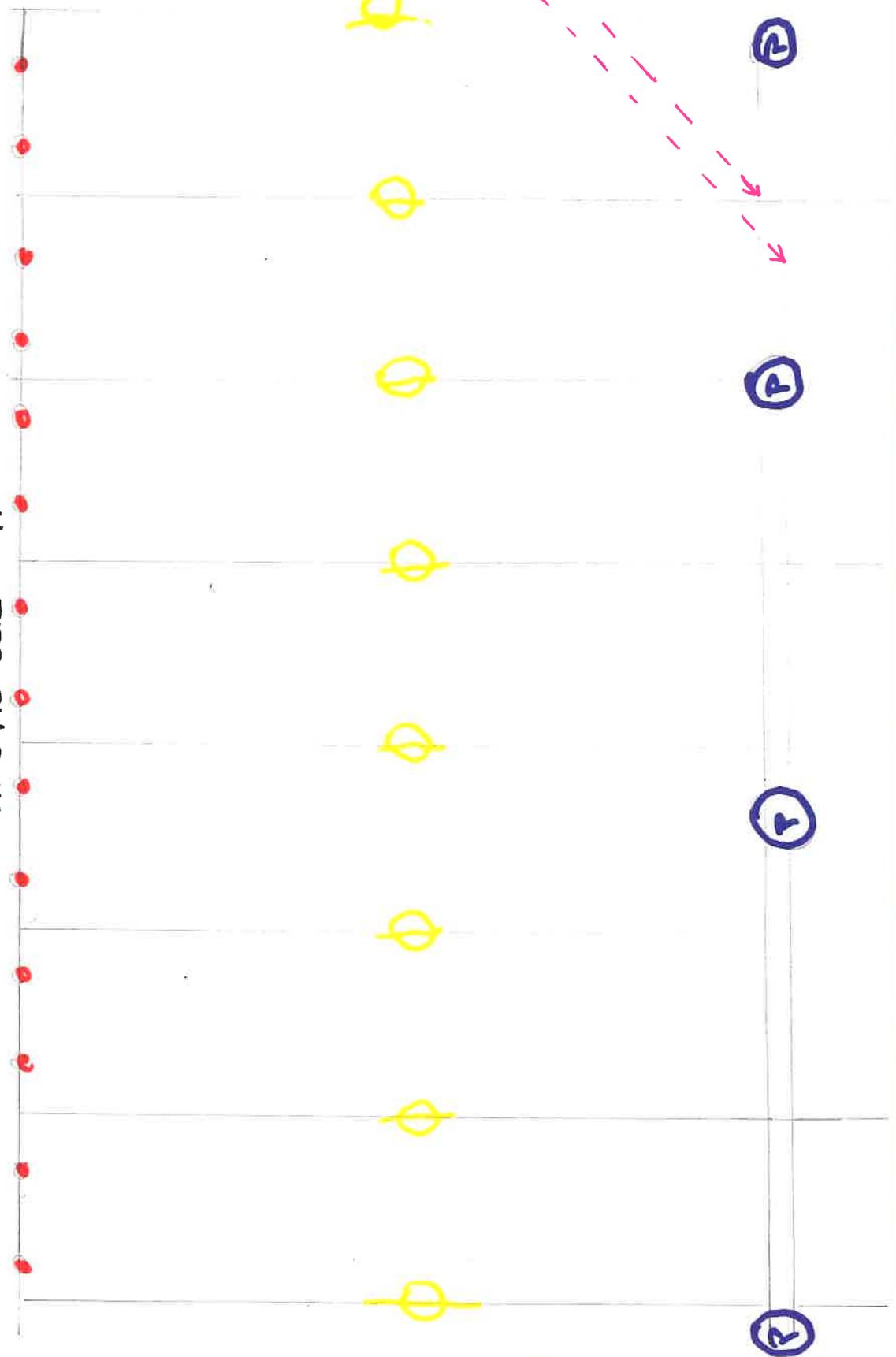
○ 4x4 Post
Wrap White
Vinyl Slat

● 6 in Staggered
Structure Screws

- girts

⊕ 2x6x12
Rafters

2x8 Header wrapped white with coil stock



3 2x8 PT
Doubled
Header



Building Inspection Department

Jason Dool
Chief Building Inspector

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094
Phone (716) 439-6759
Fax (716) 439-6605

NOTICE OF PUBLIC HEARING

Case No. 2315

January 8, 2024

Megan Brewer

Dear Sir or Madam:

An Appeal under the Zoning Ordinance as applied to the property at 521 East Avenue, Lockport, New York, had been filed by Stitched Development, LLC.

The request is for a variance to utilize the existing building as an assisted living facility and a senior living facility situated in an R-1 Zone.

Approval of the permit application was denied or withheld because those uses are not permitted in an R-1 Zone.

The City of Lockport Zoning Ordinance allows single-family detached dwellings, public parks and playgrounds and public schools in R-1 Zone.

A Public Hearing will be held by the Zoning Board of Appeals on **Tuesday, January 23, 2024 at 5:00 P.M.**, at the Lockport Municipal Building, One Locks Plaza, Lockport, New York, at which time you may appear, if you so desire, either in person or by agent or attorney.

The purpose of this Hearing is to give all affected property owners an opportunity to support or oppose the granting of this Appeal.

LOCKPORT ZONING BOARD OF APPEALS
Megan Brewer

BRIEF HISTORY OF PROPERTY (historic use of property, ownership history, etc.)

A former Hospital, operated as the primary Hospital for Lockport since 1936.
The former Eastern Niagara Hospital is in Bankruptcy and has permanently closed.

DESCRIPTION OF PROPOSED ACTION (include specific use proposed, hours, # of employees, etc.)

The property is being sold for redevelopment for a useful purpose.
The (applicant) purchaser is buying the property to convert it to a combination of an assisted living facility and a senior living facility. It will employ kitchen staff, nursing staff, LPNs, nurses aids, physical therapy, facility engineers and security staff and others.

VARIANCE STANDARDS (USE VARIANCE)

Applications for use variances must be based on alleviating a clearly demonstrable hardship, as opposed to a special privilege of convenience sought by the owner. Furthermore, the hardship must be peculiar to the land or building and must not generally apply to land throughout the neighborhood. An example of a property that may potentially have a case for a used variance is a corner store in a predominantly residential neighborhood. If the building has large plate glass windows, a parking lot and loading docks in the rear, it would be extremely costly to convert the building to residential uses to comply with existing zoning regulations.

VARIANCE STANDARDS (AREA VARIANCE)

Applications for area variances must be based on some extraordinary topographic condition or other physical condition inherent in the parcel (for example: exceptional narrowness, shallowness, shape or area). This condition must prohibit or unreasonably restrict the use of the land and/or building. One example of special condition: A utility right-of-way cutting through the rear half of several properties within a larger neighborhood limiting the buildable area of those properties, thereby requiring variances for rear and side yard setbacks for those particular property owners to construct new garages or sheds.

DESCRIPTION OF HARDSHIP (describe the features or conditions of the property that restrict reasonable use of the property under current zoning regulations)

The property is currently zoned single family residential R-1. To use the property for that purpose the building would have to be torn down. This would be cost prohibitive on its own. The combined purchase price and the cost of demolition would far exceed the value of the land. This building if not utilized will no doubt fall into disrepair. The proposed use as Senior Housing and Assisted living is a viable use in a building with many of the systems and attributes of the facilities contemplated. The purchaser cannot purchase the property if the use variance is not granted.

Describe how the requested variance will not alter the character of the larger neighborhood or impact adjacent properties:

The use requested should have very little impact on the neighborhood over the previous Hospital use. There will be patients, residents and staff. It will be an economic generator for the City and County and it will put the property on the tax rolls.

APPLICATION ATTACHMENTS

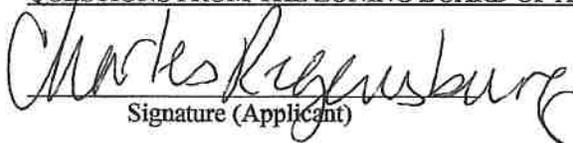
To ensure appropriate and timely review of the application, please provide the following additional documentation in support of the application. Failure to provide all of the applicable materials listed below may result in a delay in scheduling the application for review by the Zoning Board of Appeals.

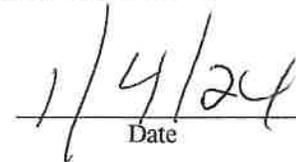
- \$150 application fee (cash or checks payable to the City of Lockport)
- Detailed site plan (10 copies)
- Photographs of existing conditions
- Property survey (10 copies)

APPLICANT/OWNER AFFIRMATION

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND I FURTHER UNDERSTAND THAT INTENTIONALLY PROVIDING FALSE OR MISLEADING INFORMATION IS GROUNDS FOR IMMEDIATE DENIAL OF MY APPLICATION.

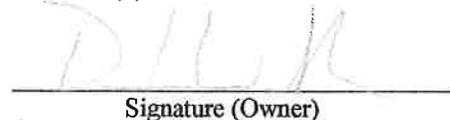
FURTHERMORE, I UNDERSTAND THAT I (OR A DESIGNATED REPRESENTATIVE) MUST BE PRESENT AT THE MEETING TO REPRESENT THE APPLICATION AND RESPOND TO ANY QUESTIONS FROM THE ZONING BOARD OF APPEALS MEMBERS.


Signature (Applicant)


Date

IF APPLICANT IS NOT THE OWNER OF RECORD FOR SUBJECT PARCEL:

I, THE UNDERSIGNED, HEREBY AFFIRM THAT I AM THE OWNER OF RECORD FOR THE SUBJECT PARCEL AT THE TIME OF APPLICATION. FURTHERMORE, I AM FAMILIAR WITH THE REQUEST BY THE APPLICANT AND AUTHORIZE SAID APPLICANT TO REPRESENT THE INTEREST OF THE OWNER (S) IN FURTHERANCE OF THE REQUEST.


Signature (Owner)

1/4/24
Date

by David Wallace of Trigild IVL Soley as Court-Appointed Receiver for the former ENH property 521 East Ave
Regular meetings of the Zoning Board of Appeals are generally held on the 4th Tuesday of every month. The meetings are held at 5:00 P.M. in the Common Council chambers on the first floor of City Hall. Applicants will receive a reminder notice in the mail prior to the meeting.

Pursuant to Section §190-188(d) of the City of Lockport Zoning Ordinance, property owners within a 200' radius will be notified of the intent of the applicant and given an opportunity to speak for or against the application.

January 8, 2024

Charles Regensburg
Stitched Development LLC
169 Cove Road
Oyster Bay, NY 11771

Jason Dool
Chief Building Inspector
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Re: Lockport Hospital, 521 East Avenue, Lockport, NY 14094

Dear Sir:

On behalf of myself and my partnering parties, we request a Variance of the approximate 6 acres located at 521 East Avenue, Lockport, NY 14094 from a single-family residential R-1 to zoning that allows our Proposed use for Senior Housing, Assisted Living, Rehabilitation and Urgent Care. As it stands, the building property could only suffer hardship if Variance is not given.

If left in current condition under R-1 Zoning: The cost to purchase this as single family would be approximately \$2,000,000 with monthly maintenance estimated to exceed \$50,000 for a building approximately 200,000 sq ft., not including property taxes as it is currently a tax-exempt nonprofit owner entity. This property cannot be maintained with both its current form and Zoning.

If demolished and used for land as a single-family zoned property with assumption you can subdivide: It would cost approximately \$3,000,000, this includes a purchase price of \$2,000,000 and \$1,000,000 to clear the land. The current market value of land for homes is approximately \$40,000 per acre. With a best-case scenario, you would generate \$240,000 subdividing it into 6 lots. This does not make economic sense.

If Variance is granted for proposed use in this letter: The property will go on the tax rolls, contribute to maintenance of the city services, and create an estimated 100 jobs for Nurses, Physical Therapist, Maintenance, Security, Directors & Administration.

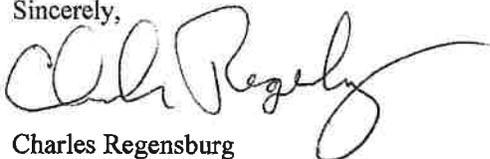
The building space would be 100% utilized. With approximately 120± rooms, there will be and estimated 40± rooms for Senior Housing, 40± rooms for Assisted Living and 30± rooms for Rehabilitation Center leaving some rooms vacant for administrative, maintenance & physical therapy use with the Urgent Care center will be on the first floor.

There would be one full time resident per room in our Senior and Assisted Living units and one temporary resident per room in our Rehabiliatin & Urgent Care Centers.

We plan to beautify the original building with paint, awnings and accessory details as well as purchase the adjacent 1-acre property for a parking area.

In summary, if we do not receive the requested Variance, we cannot purchase the property.

Sincerely,



Charles Regensburg

At Part ___ of the Supreme Court of the State of New York, held in and for the County of Niagara, at the Niagara County Courthouse, Lockport, New York, on the 2nd day of October, 2023

PRESENT: HON. _____
Justice

STATE OF NEW YORK
SUPREME COURT: COUNTY OF NIAGARA

| | | |
|---------------------------------|---|-----------------------------------|
| _____ | : | Index No. _____ |
| CITIZENS BANK, N.A., | : | |
| Plaintiff, | : | |
| | : | PROPOSED JOINT |
| -against- | : | CONSENT ORDER |
| | : | APPOINTING |
| EASTERN NIAGARA HOSPITAL, INC., | : | RECEIVER |
| Defendant. | : | |
| | : | <u>Mortgaged Premises:</u> |
| | : | 521 & 573 East Avenue |
| _____ | : | Lockport, New York 14094 |

CAME THIS DAY the parties, upon the Join Motion filed by Plaintiff Citizens Bank, N.A. and Defendant Eastern Niagara Hospital, Inc. (the "Motion"); and

IT APPEARING TO THE COURT that the parties have stipulated to and Plaintiff is entitled to the appointment of a Receiver pursuant to (i) Section 6.04 of the First Mortgage, Assignment of Leases and Rents and Security Agreement dated September 13, 2013 (the "Mortgage"), executed by Eastern Niagara Hospital, Inc. and duly recorded in the land records in the County of Niagara, New York at Instrument No. 2013-18544, and (ii) Section 6(j) of the Settlement Agreement dated February 5, 2021, by and between Plaintiff and Defendant, as well

as pursuant to New York Real Property Law Section 254(10) and New York Real Property Actions and Proceedings Section 1325(1), it is therefore:

ORDERED that Plaintiff's Motion for the Appointment of Receiver is **GRANTED** as follows;

1. David Wallace of Trigild IVL is hereby appointed Receiver with respect to the real property at 521 & 573 East Avenue, Lockport, New York 14094, which includes Eastern Niagara Hospital as more particularly described in the Mortgage (the "Property"), the subject of these proceedings, and is authorized and empowered to:

a. take immediate charge and possession of the Property and hold, protect, preserve, insure, manage, improve, secure and control the same until the earlier of a further Order of this Court, or the transfer of title following entry of an order of ratification of a foreclosure sale by this Court; and

b. take immediate possession of all original records, books, bank accounts, leases, security deposits (if any), operating licenses, keys, pass codes and similar items and all other materials owned by Defendant and relating to the Property, including but without limitation, all records stored in computer-readable memory and any computer hardware or software necessary to access and process such memory; provided, however, Defendant may, at its sole cost and expense, copy and retain books and records of the Property solely to the extent required for filing its tax returns and/or closing of its books, and Receiver shall permit Defendant reasonable access to such books and records at future reasonable times to perform such designated activities ("Tax Return/Closing of Books Access"); and

c. collect and receive all rents, income, fees, profits, issues and proceeds accrued or accruing from the Property and any other sums of money owing to Defendant with respect to the

Property, if any, including any such amounts from any new tenants, and to the extent permitted by their respective lease, and, subject to Plaintiff's prior approval, to use the same and such other funds as may become available to the Receiver by way of advancement or otherwise, in the payment of expenses of the receivership with respect to the Property (the "Receivership"), and if cash on hand and collections received by the Receiver are insufficient (any such insufficiency from time to time, "Shortfall Sum") to pay such expenses, to receive from the Plaintiff from time to time funds advanced in an amount sufficient to pay such Shortfall Sum as it becomes due, which advances shall be obligations owing to the Plaintiff under the terms of the Note¹ and other Loan Documents secured by a first priority lien on the Property, it being acknowledged that if Plaintiff does not advance such Shortfall Sum, the Receiver may elect, with Plaintiff's prior approval, to advance same and reimburse itself from future receivership collections (it being acknowledged, without waiver of Plaintiff's rights under its Loan Documents, that Defendant will not be requested to fund advances for Shortfall Sums); provided, however, that the Receiver and the Plaintiff shall not be liable for any expenses incurred with regard to the Property prior to the Receiver taking possession of the Property, and shall not be required to use any rents or other revenues collected after the Receiver takes possession of the Property for payment of any expenses incurred with regard to the Property prior to the Receiver's taking possession of the Property; but notwithstanding the foregoing, the Receiver, with the prior consent of the Plaintiff, may pay those expenses, if any, which were incurred in the normal and ordinary course of business of the Property and which were incurred prior to the Receiver taking possession of the Property as the Receiver deems reasonably necessary in the exercise of its business judgment; and

¹ Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Motion.

d. employ, discharge and fix, subject to Plaintiff's prior approval, the compensation and condition for such agents, contractors, subcontractors, materialmen, architects, engineers, consultants, managers, brokers, professionals and employees as are necessary to assist in managing, improving, and securing the Property and performing its duties as the Receiver, including engaging in-house counsel to assist and counsel the Receiver on matters arising from this Order; and

e. to the extent permitted under applicable law and subject to Plaintiff's prior approval, enter into, enforce, modify, assume, reject and/or cancel such contracts, including any existing property management or leasing agreements, as are for the management, improvement, repair, security, insuring and preservation of the Property; and

f. to the extent permitted under applicable law and subject to Plaintiff's prior approval, enter into, enforce, modify, assume, reject and/or cancel leases of the Property on any terms and conditions the Receiver may consider proper, and to obtain and evict tenants; and

g. protest assessments and pay taxes assessed against the Property (or confirm that Plaintiff shall cause to be paid), and all other bills and charges incurred in the ordinary course of business or by authorization of the Court in the exercise of the Receiver's duties with respect to the Property during the Receivership; and

h. receive funds advanced from the Plaintiff, if any, in such amounts as the Receiver deems necessary or appropriate to protect, preserve, insure, manage, improve, secure and control the Property, which amounts shall be subject to approval by the Plaintiff, and which amounts shall be secured by a first priority lien on the Property; and

i. subject to Plaintiff's prior approval, retain Stradley Ronon Stevens & Young, LLP and/or any other reputable legal counsel to advise the Receiver on legal matters that arise during

the Receivership and to represent the Receiver in any litigation in which he may become a party with respect to the Receivership or the Property, and to compensate that firm monthly at its customary hourly rates for attorneys and legal assistants who render services on the Receiver's behalf, plus expenses; and

j. conduct an accounting of the operations of the Property from the time of the appointment of the Receiver and going forward; and

k. defend all actions at law or in equity which may be brought against the Receiver or against the Property; and

l. subject to Plaintiff's prior approval, bring all actions at law or in equity which the Receivership may require in Receiver's and Plaintiff's reasonable opinion; and

m. have all powers granted the Receiver under the Mortgage, by the decree of this Court, and/or by any other applicable laws of the State of New York; and

n. carry out all of the Receiver's duties under the powers granted by the Mortgage, by the decree of this Court, and/or by any other applicable laws of the State of New York; and

o. maintain in full force and effect all insurance policies currently in place and related to the Property, and Defendant shall add Receiver as an additional insured thereunder, until such time as Receiver elects to and procures comparable insurance policies for the Property with such types of coverages, in such amounts and insured by such companies as are specified in the Loan Documents, or otherwise as may be approved by Plaintiff, with Defendant as additional insured until such time as title is transferred to Plaintiff, its assignee or any other party. Except as otherwise directed by Plaintiff, Receiver shall maintain, and Defendant shall not cancel or terminate, any insurance coverages pertaining to the Property which are currently in place and with respect to which the premium has been prepaid prior to the date hereof; and the Receiver shall not be required

to procure comparable insurance coverage prior to the date on which the currently-prepaid insured period expires. Defendant shall fully disclose such expiration dates to Receiver; and

p. use Defendant's tax identification number in order to operate and report thereon, but, for the avoidance of doubt, the Receiver shall have no obligation to file, report or pay Defendant's income taxes or any other taxes other than real property taxes and assessments on the Property.

2. **IT IS FURTHER ORDERED**, that Defendant and its principals, employees, and agents deliver immediate possession of the Property to the Receiver; and

3. **IT IS FURTHER ORDERED**, that Defendant and all persons acting in concert with it are permanently enjoined from interfering with the possession and operation of the Property by the Receiver pursuant to this Order; and

4. **IT IS FURTHER ORDERED**, that within three (3) Business Days after the date of this Order, subject to Defendant's Tax Return/Closing of Books Access, Defendant turn over to the Receiver all keys for any equipment, machinery, buildings, or improvements on the Property and any and all necessary access codes, pass codes and similar items, including all computers and accounting or other software used in the management and/or operation of the Property (including, but not limited to, passwords and codes), all sums held in accounts in any financial institutions, not otherwise property of the Defendant's bankruptcy estate, including, but not limited to: (i) tenant/lessee security deposits; (ii) deposits held in escrow for any purpose; (iii) proceeds of insurance maintained for, or pertaining to, the Property; (iv) rent or prepaid rent; (v) funds designated or intended for capital improvements, repairs, or renovations to, or in connection with, the Property; (vi) all other sums of any kind relating to the use, enjoyment, possession, improvement, or occupancy of all or any portion of the Property; (vii) security deposits, security

deposit accounts, and an accounting for all security deposits, (viii) tax escrow deposits and paid property tax receipts; (ix) all existing lease files and similar agreement files for the Property; (x) a list of all tenants and licensees, if any, with a contact list with current notice addresses and telephone numbers along with a ledger/rent roll of all tenants, licensees and other occupants at the Property, if any; and (xi) executed W-9 form with the federal tax ID number for Defendant and stating the Receiver's office address of 4131 North Central Expressway, Suite 775, Dallas, TX 75204. Within five days after its receipt of this Order, Defendant shall also turn over to Receiver: property tax assessment appeal notices and litigation pleadings for the current tax year and prior years; contractor and subcontractor contact names and telephone numbers; vendor contracts with all vendor contract names and telephone numbers; a current aged account receivable/delinquency report; an aged listing of all trade payables and other payables; documents relating to utility accounts, including deposit data; documents relating to all construction contracts, including subcontracts; all open invoices for services or goods relating to the Property; insurance policies and certificates, including the terms of all insurance policies; insurance certificates for all persons or entities related to the Property, including, but not limited to, contractors, subcontractors, and vendors; existing executory contracts and service contracts; all current or the most recent copy of any ALTA survey, Phase I and Phase II environmental reports, traffic studies, demographic studies, physical condition/engineering reports, building and life-safety code violations, zoning code information related to the Property, and appraisals; list of historical charges and operating expenses for the Property for the last three (3) years; all building plans, current site plans, technical manuals for all systems, machinery or equipment, including inventories of all equipment furniture, and supplies, on or a part of the Property as well as such other records pertaining to the

management of the Property as may be reasonably requested by the Receiver. All items referenced in this Section 4 shall be referred to as the “Receivership Assets”; and

5. **IT IS FURTHER ORDERED**, that Defendant turn over promptly to the Receiver any and all rents, income, revenue and profits arising out of the management, operation or ownership of the Property that it has in its possession, custody and control on the date of this Order or which it receives on or after the Receiver takes possession of the Property that are not otherwise property of the Defendant’s bankruptcy estate; and

6. **IT IS FURTHER ORDERED** that the Receiver is not required to post a bond; and

7. **IT IS FURTHER ORDERED**, that on or before the 20th day of each month, the Receiver shall make an accounting of all rents and revenues collected and all expenses paid for the previous month and deliver a copy of said accounting to a representative designated by Plaintiff; and

8. **IT IS FURTHER ORDERED**, that the Receiver shall provide the following monthly documentation certified by the Receiver as true, accurate and complete (collectively, the “Reporting Information”) to a representative designated by Plaintiff: (a) balance sheet, statement of income and expenses, statement of cash flows, cash flow forecast addressing the remaining calendar year, and budget versus actual comparison report; (b) an aged payables report and an aged receivables report; (c) a detailed rent roll showing the rents of each tenant, if any, and for each such tenant, the space occupied, the lease beginning date and expiration date, the rent payable, aged accounts receivables, outstanding landlord allowances, the rent paid to date and the security deposit being held for said tenant, each in reasonable detail, and leasing activity report; (d) a summary regarding any capital expenditures; and (e) bank statements with monthly reconciliations. The Receiver shall deliver the Reporting Information no later than the 20th day of

each month for the previous month; Plaintiff shall have the right to audit any of the Reporting Information upon reasonable notice to the Receiver; and

9. **IT IS FURTHER ORDERED**, that any funds advanced by Plaintiff from time to time during the pendency of the Receivership shall be secured by a first priority lien on the Property; and

10. **IT IS FURTHER ORDERED**, that the Receiver shall pay the excess of any receipts over budgeted or forecasted expenses of the Receivership less any reasonable reserves on a monthly basis or such other frequency as is acceptable to Plaintiff to apply against the indebtedness under the Note in accordance with the terms therein; and

11. **IT IS FURTHER ORDERED**, that the appointment of the Receiver, other than as set forth herein, shall not impair Plaintiff's or Defendant's rights and remedies arising under the Note, the Mortgage, or other Loan Documents or applicable law, including without limitation, the Plaintiff's interest in the rents, issues, profits, and revenues of the Property; and

12. **IT IS FURTHER ORDERED**, that the Receiver shall comply with all laws applicable to the operation of the Property as provided under any laws of the United States, the State of New York and otherwise; and

13. **IT IS FURTHER ORDERED**, that without limiting any other rights or immunities the Receiver may have at law or equity, the Receiver and its employees, agents and attorneys shall have no liability and shall have no claim asserted against them for any acts or omissions made by or on behalf of the Receiver in its capacity as the Receiver of the Property, so long as such acts and omissions are made in good faith, without gross negligence or willful misconduct, and in a manner that the Receiver reasonably believes is in the best interests of the Property; and notwithstanding anything set forth herein which may state or imply to the contrary,

the Receiver shall not be obligated to expend monies, or to incur or pay any other expenses or bills in connection with its role as the Receiver, except to the extent that monies for such matters are available either from operating revenues generated by the Property and/or funds provided by Plaintiff; and

14. **IT IS FURTHER ORDERED**, that Defendant and all persons under its employment or control, shall:

- a. cooperate in all reasonable ways with the Receiver;
 - b. at the Receiver's request, assign or direct accounts, rent payments and rent proceeds to accounts designated by the Receiver;
 - c. at the Receiver's request, endorse checks related to the Property to the Receiver;
- and
- d. prepare and timely file, in good faith, its income tax and other business tax returns and filings; and

15. **IT IS FURTHER ORDERED**, that the Receiver is authorized to market the Property for sale on the best available terms, which terms shall be subject to Plaintiff's approval. Upon notice to the parties and approval by the Court and the prior approval of Plaintiff, the Receiver shall have the right to execute and deliver any and all necessary documents to consummate any sale of the Property including, but not limited to, any contracts, deeds, and/or owner's affidavits; provided, however, any contract of sale shall: (a) require a cash deposit upon execution of at least 5% of the purchase price, (b) be executed after due diligence and contain no contingencies, (c) be on an "as-is" basis, and (d) if the proceeds therefrom will not be sufficient to pay in full the then amount of the debt due and owing to Plaintiff, shall be subject to the approval of Plaintiff, which may be granted or withheld in its discretion, and the sale shall be free and clear

of all junior liens and encumbrances, subject to the approval of this Court. In order to facilitate a sale pursuant to this section and the issuance of title insurance coverage with respect to such a sale, Defendant agrees within five Business Days (the term “Business Days” shall refer to the days of Monday through Friday, however, that if the referenced period of business days would expire on a holiday recognized by the State of New York, the time period shall be deemed to have expired on the next applicable Business Day) of request therefore made by the Receiver, Plaintiff and/or title company, to take such actions as may be reasonably desirable and/or necessary to transfer and convey the Property to a third party purchaser approved by Plaintiff in accordance herewith, and to execute and deliver to title company and/or join in (together with the Receiver) any and all necessary documents in commercially reasonable form to consummate any qualifying sale of the Property approved by Plaintiff, including, but not limited to, any deeds (including a Receiver’s deed), bills of sale, assignment of leases, owner’s affidavits and such other entity and/or authority documentation as reasonably may be required by the title company, provided that all of the foregoing shall be at no material cost or expense to Defendant, such that any seller closing costs shall instead be provided as a credit to the purchaser at closing, and contain no continued liability to Defendant (the foregoing actions being herein collectively referred to as “Defendant’s Sale and Transfer Obligations”); and

16. **IT IS FURTHER ORDERED**, that the Defendant or its respective principals, agents or employees, shall not discontinue utility services, including, without limitation, electricity, gas, water, sewage, and garbage, without the consent of the Receiver. The Receiver is authorized, with Plaintiff’s prior approval, to open new customer accounts with each utility that provides services to the Property, or require Defendant to name the Receiver as an authorized user of any of the existing utility accounts for the Property. Utility companies and other providers of

utility services, including, without limitation, electricity, gas ,water, sewage, and garbage are directed not to demand additional deposits or discontinue service as a result of the appointment of the Receiver; and

17. **IT IS FURTHER ORDERED**, subject to Defendant's Tax Return/Closing of Books Access, that the Defendant or persons or entities claiming through or under them who may be in possession or control of any of the Property assets including any banks at which any of the Property assets may be held on account, or who may come into possession of any of the Property assets or Receivership Assets during the pendency of the Receivership, are hereby commanded forthwith to turn over to the Receiver or his duly authorized agent all Rents (including those deposited in bank accounts or cash, credit card vouchers, money orders or checks not yet deposited), books of account and related records, papers, deeds, contracts, bills, notes, stocks, bonds, accounts, money, checks or other negotiable instruments, machinery, equipment, keys, key codes, software, passwords, or any other of the Receivership Assets in their possession or control or that come into their possession or control, and they are hereby commanded to cooperate fully with the Receiver in the transition of management and operation of the Property and to abide by and conform to such commercially reasonable order of the Receiver that may be given to them from time to time with respect to some or all of the Property assets; and

18. **IT IS FURTHER ORDERED**, that the Receiver shall be permitted to engage Trigild IVL to assist him in managing and leasing the Property and complying with this Order and that such company shall be compensated at a rate of \$300 per hour at a minimum of \$3,000 per month for its management services as Receiver and 1.5% of the gross sale price in connection with any sale of the Property, plus reimbursement of out-of-pocket expenses and any additional compensation as is reasonable and customary, in Receiver's and Plaintiff's opinion, in the industry

for such services, and that the Receiver has no responsibility for the obligations of Defendant with respect to the Property that arose prior to entry of this Order, including , but not limited to, any liabilities or obligations to former or current employees relating to such employee's employment with or separation from the Defendant; and

19. **IT IS FURTHER ORDERED**, that the Receiver shall have no liability to any party for any claims, actions or causes of action arising out of or relating to events or circumstances occurring prior to the appointment of the Receiver, such as the performance of services by third parties on behalf of Defendant, or any liability to which Defendant is currently or may ultimately be exposed to under any applicable law pertaining to the ownership, use or operation of the Property. All claims against Defendant relating to obligations of Defendant arising prior to the date of entry of the Order and all claim against the Receiver relating to any obligation of the Receiver shall be brought in this Court only; and

20. **IT IS FURTHER ORDERED**, that upon further petition by Plaintiff, or following transfer of possession of the Property to another party, the Receiver shall make a final accounting to this Court and to Plaintiff within 60 days. Upon the Court's approval of said accounting, the Receiver shall be discharged from further duties and upon such discharge Receiver shall distribute the remainder of funds in the receivership estate in accordance with such approved final accounting. The Receiver may maintain sufficient funds to pay its final bills.

21. **IT IS FURTHER ORDERED**, that the Receiver shall be subject to further Order of this Court.

WE ASK FOR THIS:

STRADLEY RONON STEVENS & YOUNG, LLP

/s/ Daniel M. Pereira
Gretchen M. Santamour, Esq.
Daniel M. Pereira, Esq.
100 Park Avenue, Suite 2000
New York, New York 10017
(202) 822-9611
gsantamour@stradley.com
dpereira@stradley.com
Attorneys for Plaintiff, Citizens Bank, N.A.

BARCLAY DAMON LLP

/s/ Jeffrey A. Dove
Jeffrey A. Dove, Esq.
Barclay Damon Tower
125 East Jefferson Street
Syracuse, New York 13202
(315) 413-7112
JDove@barclaydamon.com
Attorneys for Eastern Niagara Hospital, Inc.

ENTER:


Hon. Deborah A. Chimes, J.S.C.
Dated: October 2, 2023



521 EAST AVENUE

LOCKPORT, NY 14094

HUNT Commercial Real Estate Corp. ■ 403 Main Street, Suite 200 ■ Buffalo, NY 14203



RONALD "GUNNER" TRONOLONE

Licensed Associate Real Estate Broker

Direct: (716) 913-7107

gunner@huntcommercial.com

AMANDA HIRSCH

Licensed Real Estate Salesperson

Direct: (716) 392-8284

ahirsch@huntcommercial.com



COMMERCIAL

521 EAST AVENUE

LOCKPORT, NY 14094

This property is the current site of the Eastern Niagara Hospital. It will continue to operate at this location until the new Hospital by Catholic Health, is constructed and operational. It is anticipated that this will take until June of 2023 approximately. This will allow a buyer/developer ample time to plan, design, and permit redevelopment of the buildings and site. The possible uses for a multipurpose development including apartments, offices, retail (first floor to service tenants and neighbors), senior housing, senior living, nursing home facility, etc.

SITE DESCRIPTION

| | |
|-------------------------------|--|
| General Location | The subject property is located on north side of East Avenue in the City of Lockport, Niagara County, New York. |
| Land Area: Square Feet | 269,711 sq. ft. |
| Land Area: Acres | 6.19 |
| Shape | Irregular but generally rectangular |
| Access | Access is provided by East Avenue and East Union Street |
| Frontage | 463 feet on East Avenue and 297 feet on East Union Street |
| Utilities | All public utilities are available. |
| Off-Street Parking | Yes, 308 spaces in five (5) parking lots. |
| Site Improvements | There is asphalt paved and striped parking lot accommodating 308 vehicles. Other site improvements include concrete sidewalks and curbs, lighting, landscaping, fencing and signage. The site improvements were in good condition. |





BUILDING DESCRIPTION

The property was built in three stages. The south building was first in 1936, the center building next in 1960 and the north building in 1980. All are connected and work as one property.

| | |
|------------------------------|---|
| Number of Stories | The North and Central buildings are three-story and the south building is five stories. |
| Construction Type | Reinforced concrete with brick masonry |
| Property Type | Hospital (being sold for redevelopment) |
| Building Area | 203,829 sq. ft. |
| Year Built | 1936, 1960, 1980 |
| Excavation | There is a basement under the North and Central Buildings but not the South Building |
| Foundation | Concrete slab on grade |
| Frame | Reinforced Concrete |
| Exterior Walls | Brick |
| Windows | Aluminum framed thermopane |
| Roof Structure | Flat Roofs Corrugated metal decking on steel bar joists |
| Roof Cover | Rubberized |
| Plumbing | Extensive plumbing facilities including gender lavatories |
| Heating & Cooling | Roof-top HVAC system and internal boilers |
| Sprinkler System | Partial in storage areas and other locations required by code |
| Electrical Service | Adequate |
| Ceiling | Acoustical tile, except as required to be different material |
| Lighting | Recessed fluorescent |
| Flooring | Wall-to-wall carpeting in office areas; vinyl and ceramic tile throughout |
| Elevators | Numerous |
| Interior Clear Height | General 8 feet |





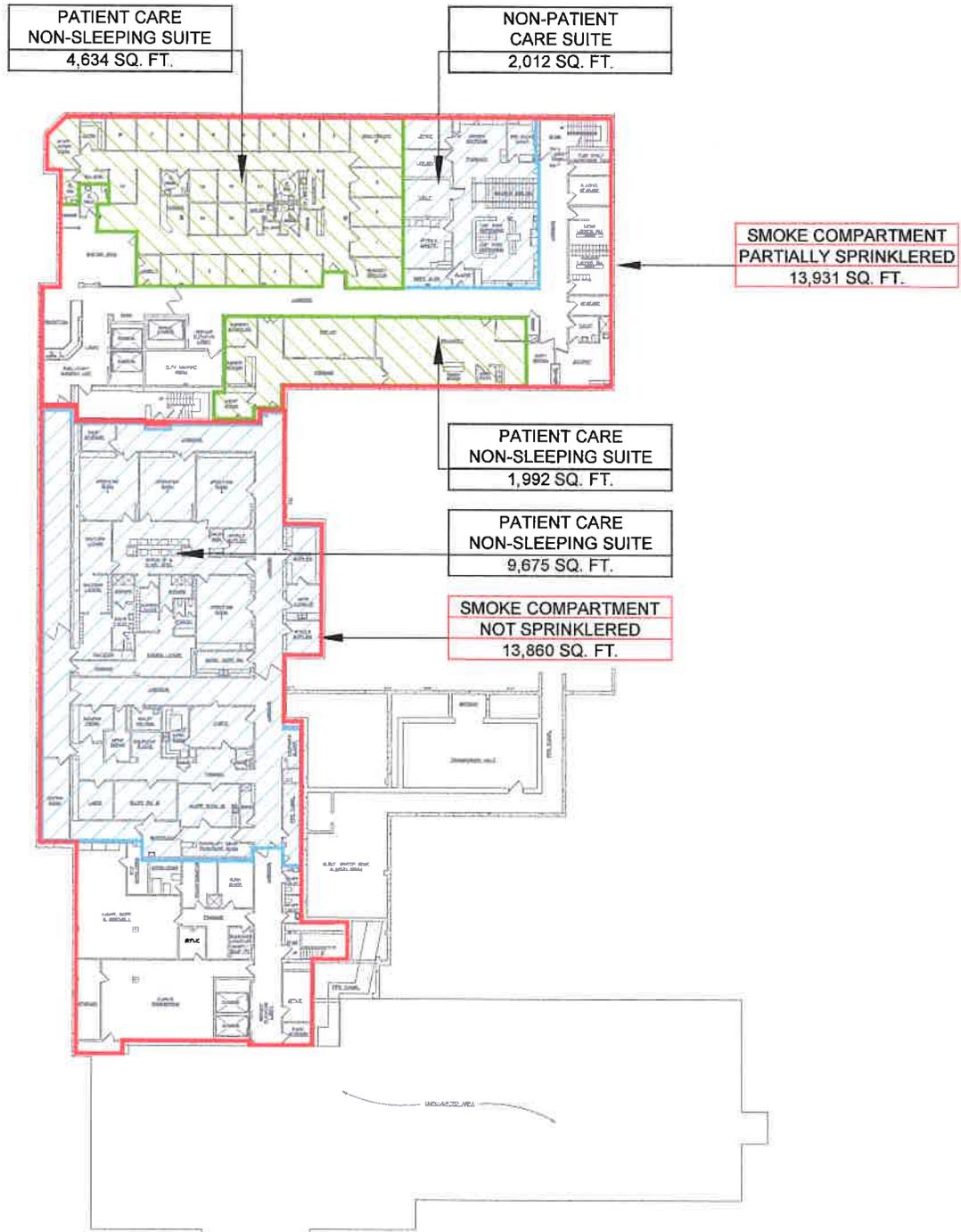
BUILDING DESCRIPTION CONTINUED

| | South Building | Center Building | North Building |
|--------------------|---|--|---|
| Year Built | 1936 | 1960 | 1980 |
| # of Floors | 5 | 3 | 3 |
| Floor 1 | Purchasing, Central Supply, Housekeeping, Physician Lounge, Receiving | Maintenance, Boiler Room, Radiology, MRI, Nuclear Medicine | Emergency Department, Registration, Lab Draw, Cafeteria, Kitchen, Respiratory, Physical Therapy |
| Floor 2 | Administration | Medical Surgical Unit | Medical Surgical Unit, ICU |
| Floor 3 | Administrative Support Functions | Lab, Cardiology | Maternity, Child Psych Unit |
| Floor 4 | Chemical Dependency Unit | | |
| Floor 5 | Storage, Mechanical | | |



FLOOR PLANS

BASEMENT



SYMBOL LIST

SUITE DESIGNATION

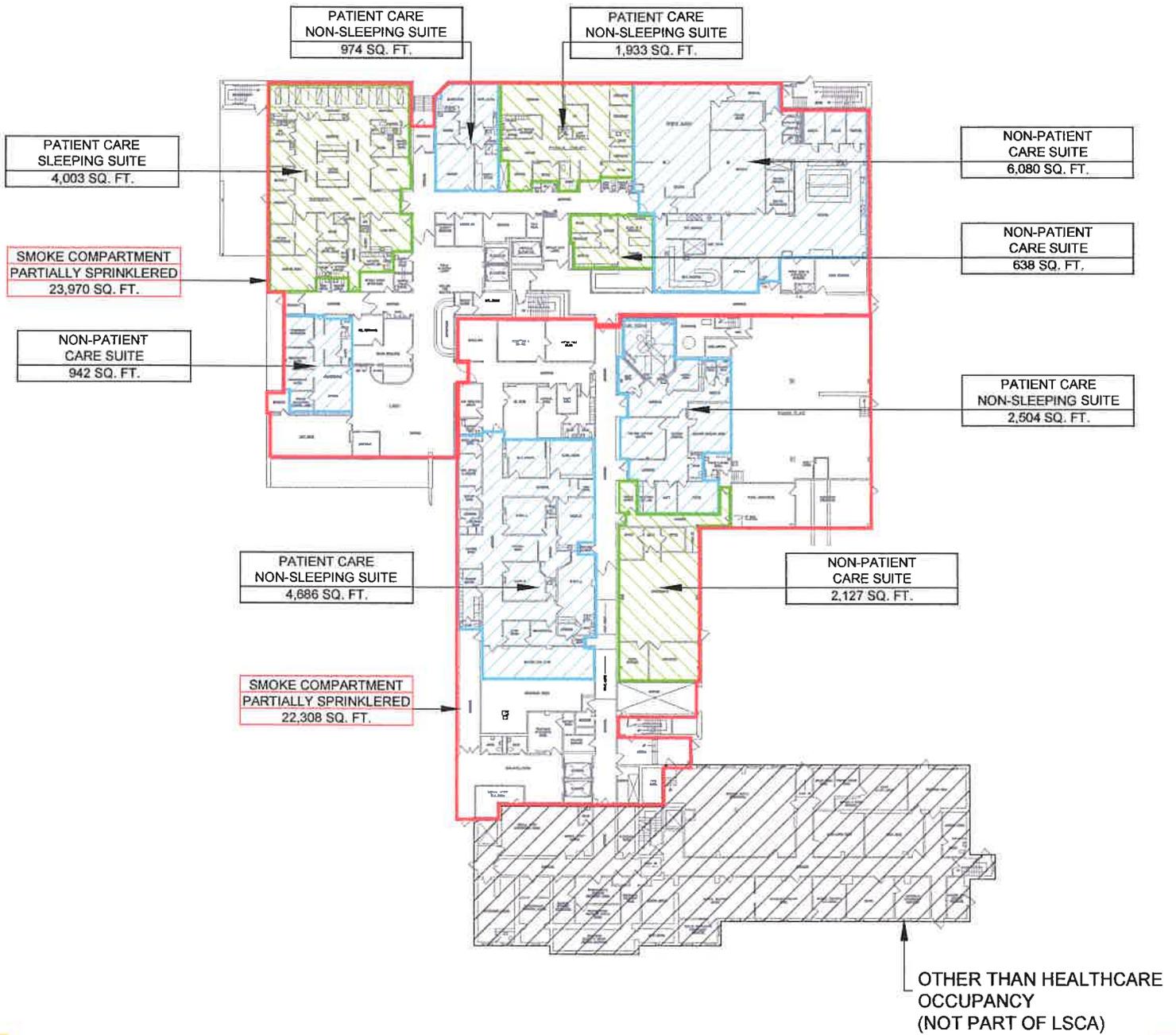


SMOKE COMPARTMENT
BOUNDARY



FLOOR PLANS

FIRST FLOOR



SYMBOL LIST

SUITE DESIGNATION

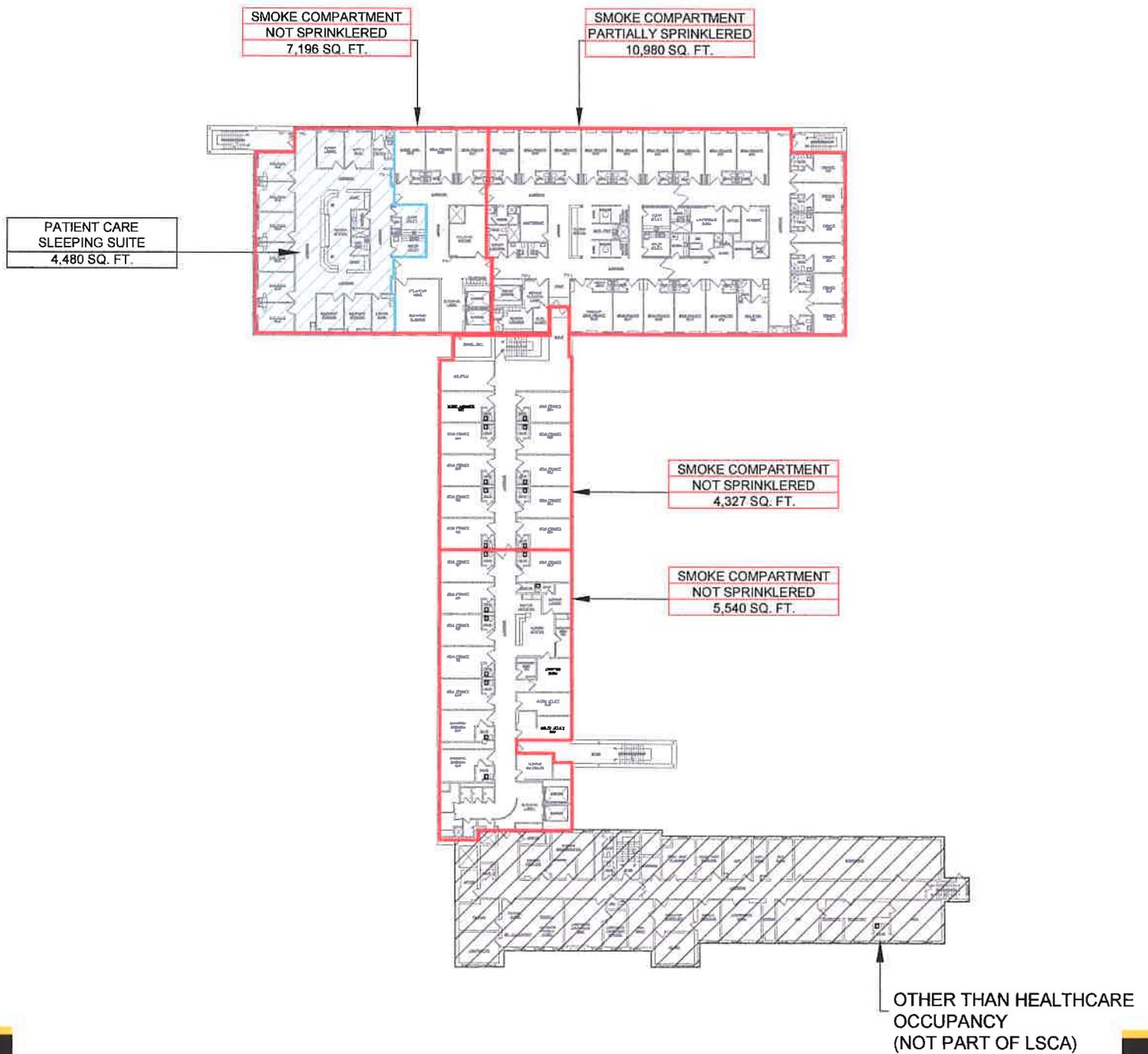


SMOKE COMPARTMENT BOUNDARY



FLOOR PLANS

SECOND FLOOR



SYMBOL LIST

SUITE DESIGNATION

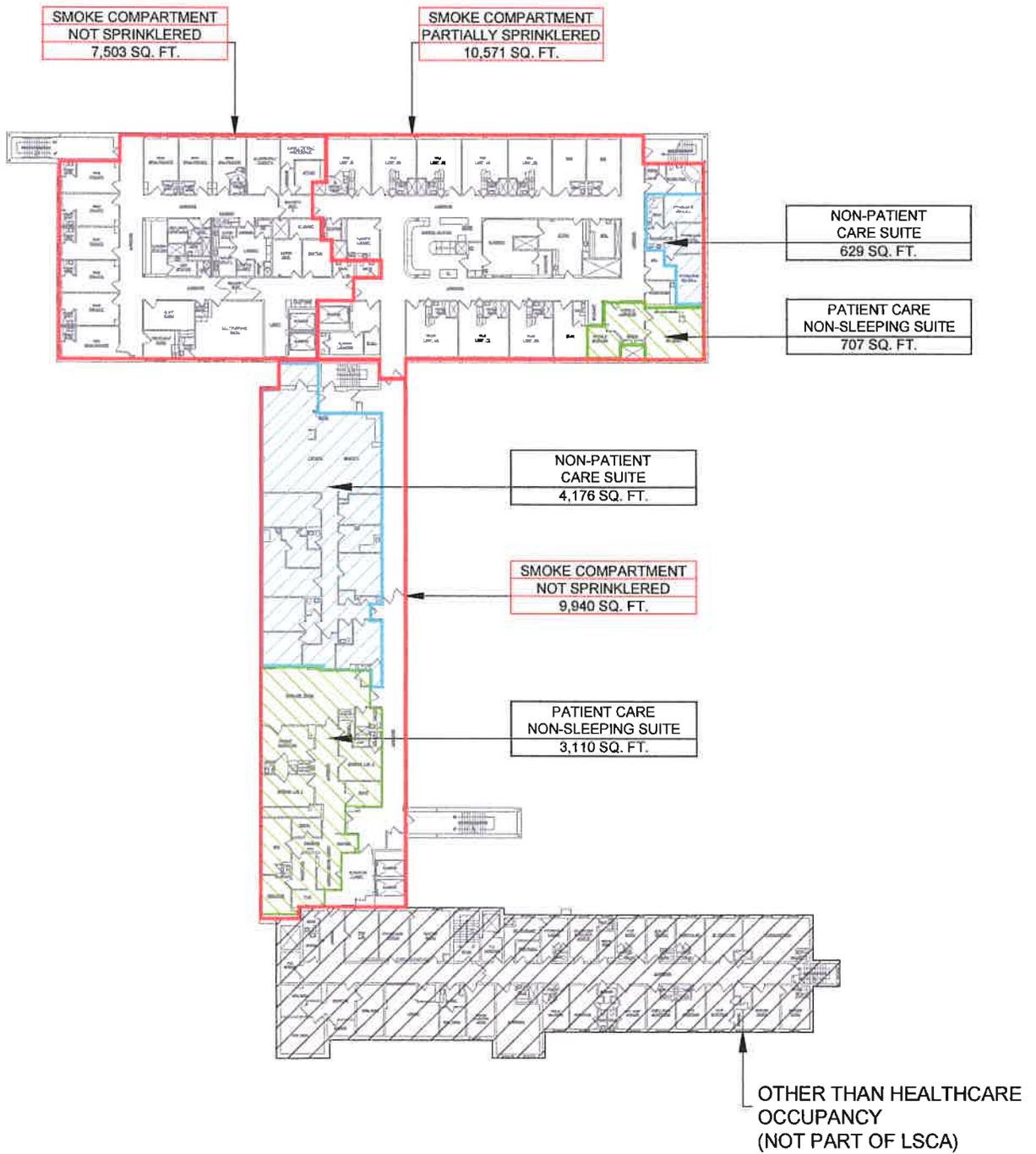


SMOKE COMPARTMENT BOUNDARY



FLOOR PLANS

THIRD FLOOR



SYMBOL LIST

SUITE DESIGNATION

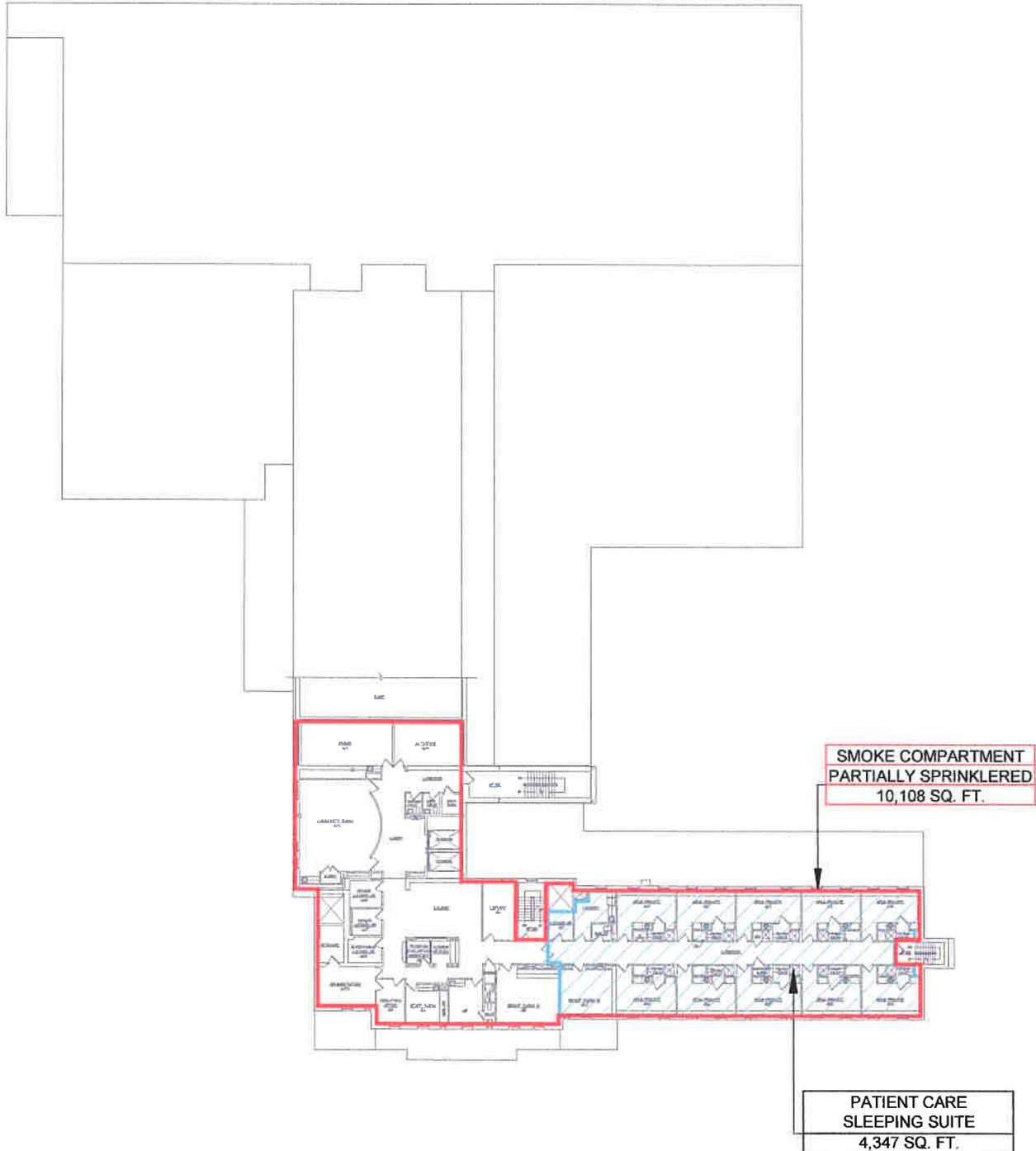


SMOKE COMPARTMENT BOUNDARY



FLOOR PLANS

FOURTH FLOOR



SYMBOL LIST

SUITE DESIGNATION

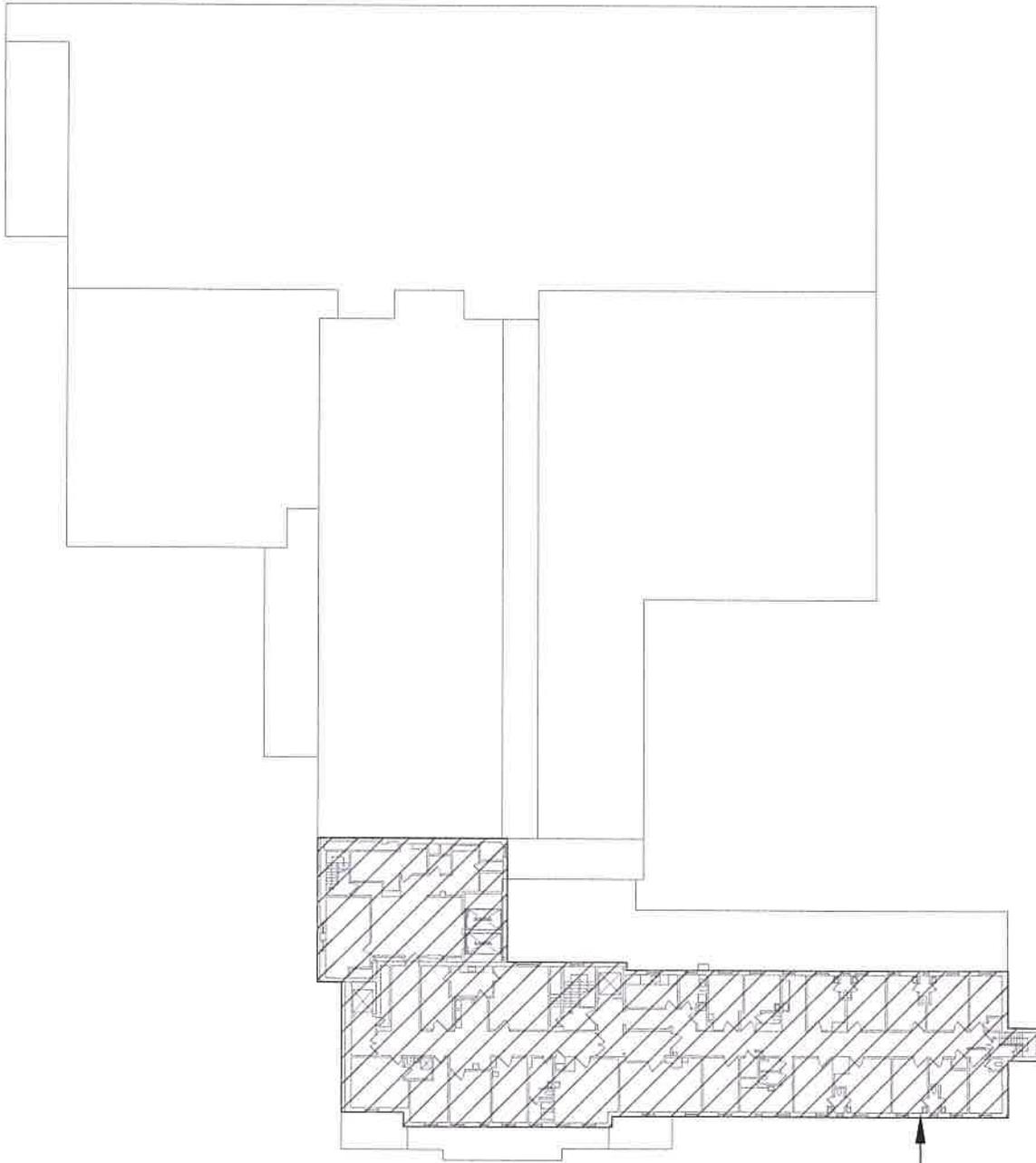


SMOKE COMPARTMENT
BOUNDARY



FLOOR PLANS

FIFTH FLOOR



OTHER THAN HEALTHCARE
OCCUPANCY
(NOT PART OF LSCA)

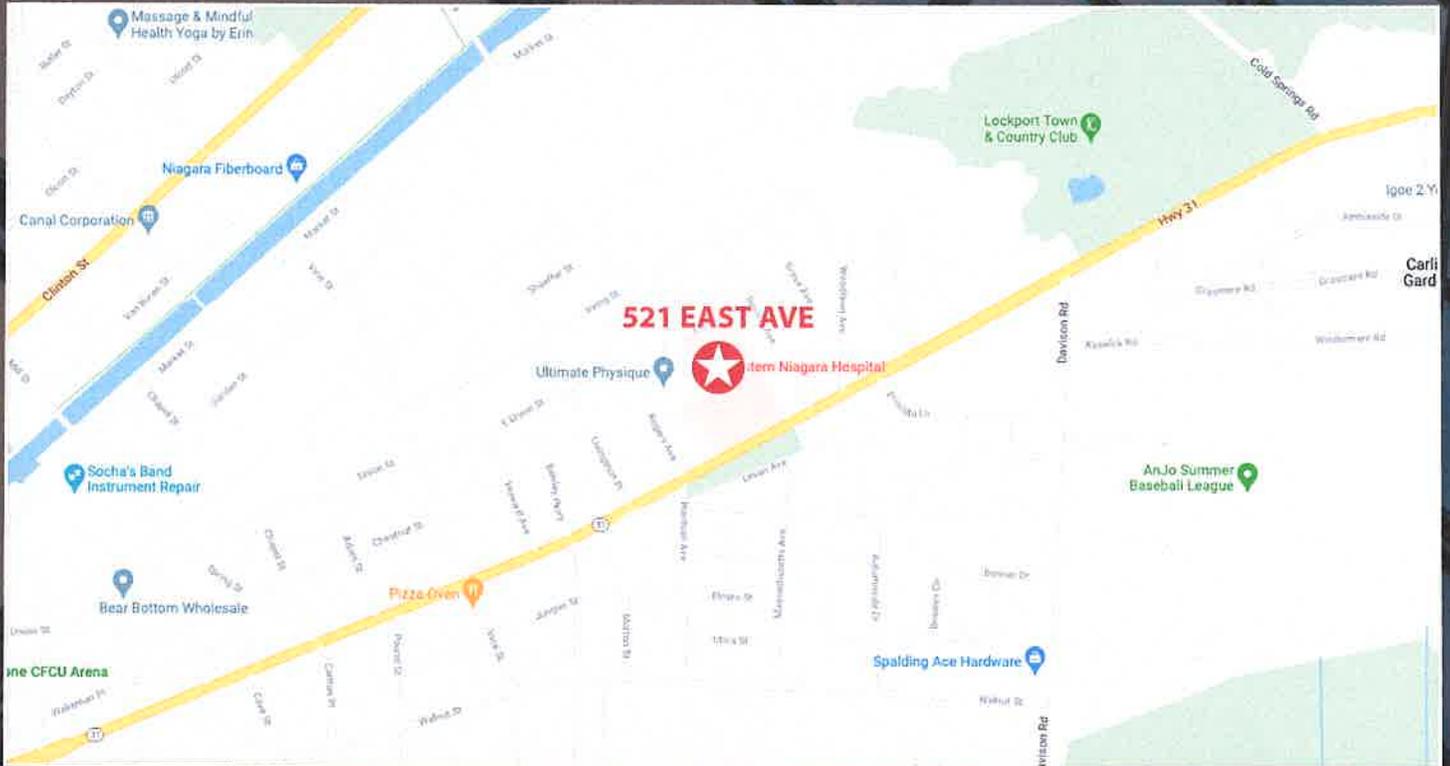
SYMBOL LIST

SUITE DESIGNATION



SMOKE COMPARTMENT
BOUNDARY





HUNT Commercial Real Estate Corporation
403 Main Street, Suite 200, Buffalo, New York 14203

HUNT
Since 1911

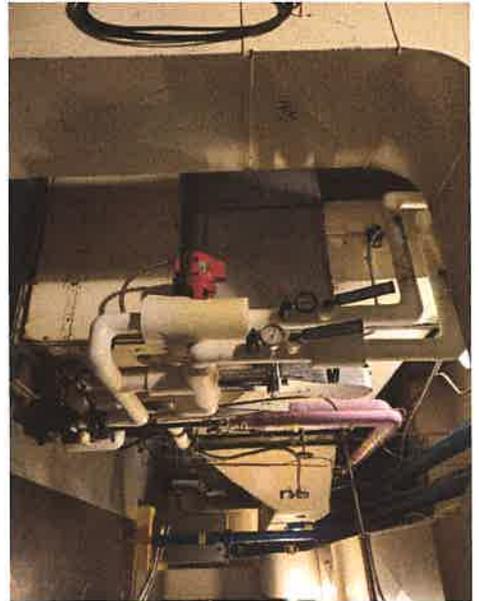
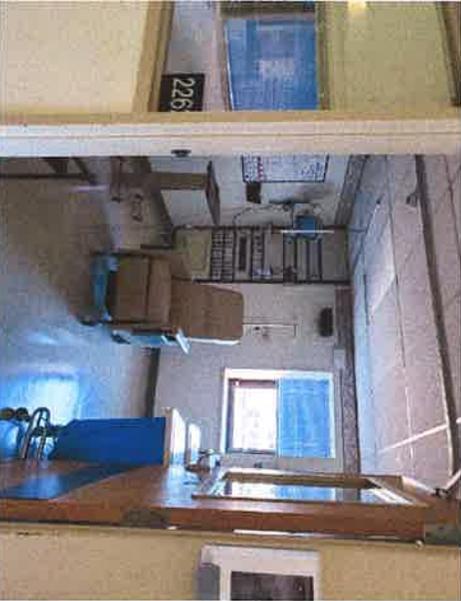
COMMERCIAL



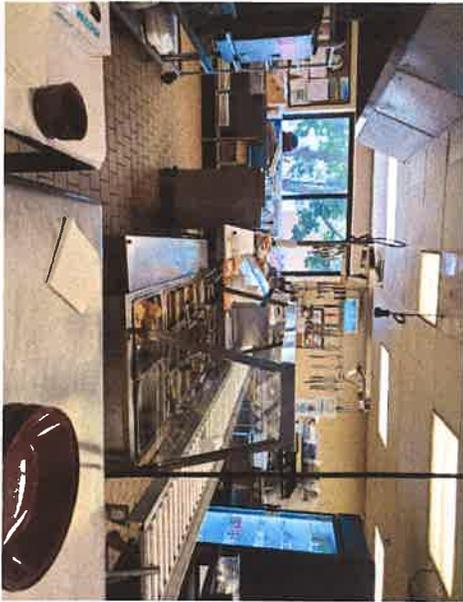
© 2022 HUNT Commercial. No warranty or representation, express or implied, is made to the accuracy or completeness of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental, or other conditions, withdrawal without notice, and to any special listing conditions imposed by the property owner(s). As applicable, we make no representation as to the condition of the property (or properties) in question.













LEGEND

| | |
|--------|-------------------------------|
| --- | GUIDE RAIL |
| --- | OVERHEAD ELECTRIC & TELEPHONE |
| --- | SANITARY SEWER |
| --- | FOUR |
| ○ PA | POND POLE |
| ○ LP | LIGHT POLE |
| ○ G.V. | GAS VALVE |
| ○ W.V. | WATER VALVE |
| △ | HYDRANT |
| □ | SON |

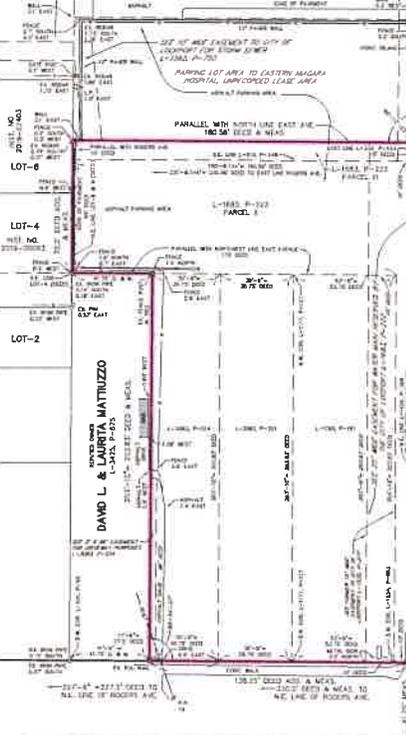
EAST UNION STREET (40.0' WIDE)

331.41' DEED

REPORT OWNER
WASHINGTON HUNT, LLC
POST. NO. 2012-0743

SET 10' F. 100' EASEMENT TO
CITY OF LOCKPORT FOR AIRLINE
PARCELS L-1512 P-201

EAST LINE ADJOINS PLAIN SUBDIVISION
RECORDED IN BOOK 11, PAGE 1036



REPORT OWNER
LOCKPORT MEMORIAL HOSPITAL
L-1863, P-223
L-1783, P-181
L-3083, P-251
L-3081, P-254
5.23± AC.

L-1681, P-122
PARCEL 1

REPORT OWNER
EASTERN NIAGARA HOSPITAL, INC.
POST. NO. 2011-04027

REPORT OWNER
ZACHARY R. ROOT
POST. NO. 2021-14084
LOT-25

REPORT OWNER
STEVEN M. & MEGAN DESTRO
L-2948, P-214
LOT-23

REPORT OWNER
MARK D. & COLLEEN A. BLACKLEY
POST. NO. 2018-11207
LOT-21

REPORT OWNER
ROBERT C. & ELIZABETH M. JACKSON
LOT-19

REPORT OWNER
ANNE M. LASOTA
POST. NO. 2017-09815
LOT-17

REPORT OWNER
ANGELA E. CORTESE
POST. NO. 2016-15033
LOT-15

REPORT OWNER
ALEZA A. O'CONNOR
L-3356, P-523
LOT-13

REPORT OWNER
MEGAN L. & DANIEL BEIDMARZ
POST. NO. 2020-15028
LOT-11

REPORT OWNER
KIMBERLY A. BRONO
POST. NO. 2020-07181
LOT-9

REPORT OWNER
PETER JR. & EUGENIA TODENHAGEN
POST. NO. 2022-08348
LOT-7

REPORT OWNER
DOLCE DEODATO
POST. NO. 2021-27186
LOT-5

REPORT OWNER
THAMI L. DEBOE
POST. NO. 2019-02742
LOT-3

REPORT OWNER
ANN WELLINGTON
L-3218, P-478
LOT-1

BEVERLY AVENUE (60.0' WIDE)

EAST AVENUE

(82.5' WIDE)

GRAPHIC SCALE



NOTES

- 1) FOR REFERENCE SEE MAP FILED IN THE NCCO IN METROPOLITAN MAP BOOK 11 AT PAGE 1037
- 2) FOR REFERENCE SEE MAP FILED IN THE NCCO IN METROPOLITAN MAP BOOK 11 AT PAGE 1032
- 3) FOR REFERENCE SEE MAP FILED IN THE NCCO IN METROPOLITAN MAP BOOK 11 AT PAGE 1036
- 4) FOR REFERENCE SEE SURVEY PREPARED BY MONTOSH & MONTOSH, P.C. DATED SEPTEMBER 20 1963 LAST REVISED MARCH 17, 1985 AND IDENTIFIED AS JOB NO. 2748.

MONTOSH & MONTOSH, P.C.
ALL RIGHTS RESERVED

| REVISION | REVISION |
|----------|----------|
| | |
| | |
| | |

SURVEY OF PART OF LOT-3, SEC.-15, TWP.-14, R.-8, HOLLAND PURCHASE
CITY OF LOCKPORT, NIAGARA COUNTY, NEW YORK

DATE: SEPTEMBER 20, 2022

JOB NO. 3749 SCALE: 1" = 30'

MONTOSH & MONTOSH, P.C.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
LOCKPORT, NEW YORK BUFFALO, NEW YORK
PHONE 433-2535 PHONE 937-8360



Building Inspection Department

Jason Dool
Chief Building Inspector

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094
Phone (716) 439-6759
Fax (716) 439-6605

NOTICE OF PUBLIC HEARING

Case No. 2316

January 8, 2024

Megan Brewer

Dear Sir or Madam:

An Appeal under the Zoning Ordinance as applied to the properties at 116 & 120 Main Street, Lockport, New York, had been filed by RAS Development I, LLC.

The request is for a variance to redevelop the properties to include 30 apartment units as well as commercial/retail space with a 22-space covered parking area situated in a B-2 Zone.

Approval of the permit application was denied or withheld because there will only be 22 parking spaces available for the 30 apartment units.

The City of Lockport Zoning Ordinance requires two parking spaces per dwelling unit.

A Public Hearing will be held by the Zoning Board of Appeals on **Tuesday, January 23, 2024 at 5:00 P.M.**, at the Lockport Municipal Building, One Locks Plaza, Lockport, New York, at which time you may appear, if you so desire, either in person or by agent or attorney.

The purpose of this Hearing is to give all affected property owners an opportunity to support or oppose the granting of this Appeal.

LOCKPORT ZONING BOARD OF APPEALS
Megan Brewer

BRIEF HISTORY OF PROPERTY (historic use of property, ownership history, etc.)

See Attachment B.1

DESCRIPTION OF PROPOSED ACTION (include specific use proposed, hours, # of employees, etc.)

See Attachment B.2, including Exhibit 1, Exhibit 2, Exhibit 3

VARIANCE STANDARDS (USE VARIANCE)

Applications for use variances must be based on alleviating a clearly demonstrable hardship, as opposed to a special privilege of convenience sought by the owner. Furthermore, the hardship must be peculiar to the land or building and must not generally apply to land throughout the neighborhood. An example of a property that may potentially have a case for a used variance is a corner store in a predominantly residential neighborhood. If the building has large plate glass windows, a parking lot and loading docks in the rear, it would be extremely costly to convert the building to residential uses to comply with existing zoning regulations.

VARIANCE STANDARDS (AREA VARIANCE)

Applications for area variances must be based on some extraordinary topographic condition or other physical condition inherent in the parcel (for example: exceptional narrowness, shallowness, shape or area). This condition must prohibit or unreasonably restrict the use of the land and/or building. One example of special condition: A utility right-of-way cutting through the rear half of several properties within a larger neighborhood limiting the buildable area of those properties, thereby requiring variances for rear and side yard setbacks for those particular property owners to construct new garages or sheds.

DESCRIPTION OF HARDSHIP (describe the features or conditions of the property that restrict reasonable use of the property under current zoning regulations)

See Attachment B.3

Describe how the requested variance will not alter the character of the larger neighborhood or impact adjacent properties: See Attachment B.4

APPLICATION ATTACHMENTS

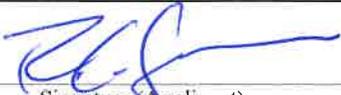
To ensure appropriate and timely review of the application, please provide the following additional documentation in support of the application. Failure to provide all of the applicable materials listed below may result in a delay in scheduling the application for review by the Zoning Board of Appeals.

- ✓ \$150 application fee (cash or checks payable to the City of Lockport)
- ✓ Detailed site plan (10 copies) See Attachment F
- ✓ Photographs of existing conditions See Attachment G
- ✓ Property survey (10 copies) See Attachment E

APPLICANT/OWNER AFFIRMATION

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND I FURTHER UNDERSTAND THAT INTENTIONALLY PROVIDING FALSE OR MISLEADING INFORMATION IS GROUNDS FOR IMMEDIATE DENIAL OF MY APPLICATION.

FURTHERMORE, I UNDERSTAND THAT I (OR A DESIGNATED REPRESENTATIVE) MUST BE PRESENT AT THE MEETING TO REPRESENT THE APPLICATION AND RESPOND TO ANY QUESTIONS FROM THE ZONING BOARD OF APPEALS MEMBERS.



Signature (Applicant)

December 27, 2023

Date

IF APPLICANT IS NOT THE OWNER OF RECORD FOR SUBJECT PARCEL:

I, THE UNDERSIGNED, HEREBY AFFIRM THAT I AM THE OWNER OF RECORD FOR THE SUBJECT PARCEL AT THE TIME OF APPLICATION. FURTHERMORE, I AM FAMILIAR WITH THE REQUEST BY THE APPLICANT AND AUTHORIZE SAID APPLICANT TO REPRESENT THE INTEREST OF THE OWNER (S) IN FURTHERANCE OF THE REQUEST.

See Attachment A

Signature (Owner)

Date

Regular meetings of the Zoning Board of Appeals are generally held on the 4th Tuesday of every month. The meetings are held at 5:00 P.M. in the Common Council chambers on the first floor of City Hall. Applicants will receive a reminder notice in the mail prior to the meeting.

Pursuant to Section §190-188(d) of the City of Lockport Zoning Ordinance, property owners within a 200' radius will be notified of the intent of the applicant and given an opportunity to speak for or against the application.

ATTACHMENT A

AUTHORIZATION

AUTHORIZATION

E.A. Granchelli, Developer LLC as the owner of record of 116 Mian St. and 120 Main St. in the City of Lockport ("Project Site") I hereby authorize RAS Development I, LLC and their affiliates and Consultants to seek the approvals and permits required for the city of Lockport as well as involved and interested agencies for the development of the project site as a mixed-use residential project.

Date: July 26, 2023

By: Kelli R. Alaimo, as agent

Print Name: Kelli R. Alaimo, as agent

ATTACHMENT B

SUPPLEMENTAL INFORMATION TO APPLICATION

Prepared by RAS Development Company

ATTACHMENT B

B.1 - BRIEF HISTORY OF THE PROPERTY

The redevelopment project site is composed of two commercial structures located at 116-120 Main Street. The first structure, 116 Main Street, was previously known as the Farmers & Mechanics Savings Bank ("F&M" Building) or Regency Tower. It was erected in 1905 and features six stories. While the building has been used for many commercial purposes including retail spaces, offices, and stock rooms, it has remained largely vacant for over three decades. The second structure, 120 Main Street, is a former single-story urban mall that was built in 1975. This building has also been vacant for several years. Both properties are owned by Granchelli Development of Lockport.

B.2 - DESCRIPTION OF PROPOSED ACTION

The Action is the proposed redevelopment of both properties into 30 units of apartments and two commercial spaces, each on the first floor. The "Tower" portion will include commercial/retail space and 16 Apartment Units (11 One-Bedroom Units & 5 Two-Bedroom Units). The "Mall" portion will include a commercial/retail space (currently Edward Jones) and 14 Apartment Units (10 One-Bedroom Units & 4 Two-Bedroom Units). The "Mall" portion will also contain 22 covered vehicle parking spaces for residential tenants and related common areas for the redevelopment.

The current code mandates a 1:2 parking space ratio for the 30 Apartment units, which means that 60 parking spaces are required. However, for urban infill redevelopment projects like this one, a 1.25 to 1 ratio is typically sufficient, which means that only 38 parking spaces are needed.

With this in mind, we will be providing 22 covered parking spaces in the "Mall" portion of the redevelopment project (see Exhibit 1 attached). Therefore, 16 parking spaces need to be accommodated "off-site". Upon discussion with the City, we have identified two options for this.

Firstly, as many as 33 parking spaces can be created on city-owned land on Frontier Place, located just south of the redevelopment project site (see Exhibit 2 attached). Secondly, there are as many as 7 city-owned parking lots within walking distance of the redevelopment site (see Exhibit 3 attached).

The applicant has requested a parking variance to reduce the required minimum off-street parking by 64% - from 60 required spaces to 22 spaces. The Applicant believes that the variance request is valid as the unit mix is predominantly one-unit bedrooms, the area is walkable, and on-street parking is available. This would allow for the redevelopment of long-vacant property in the city's core.

B.3 - DESCRIPTION OF HARDSHIP

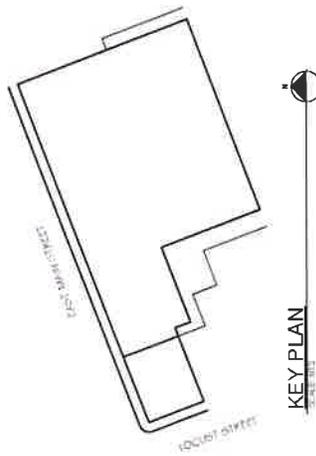
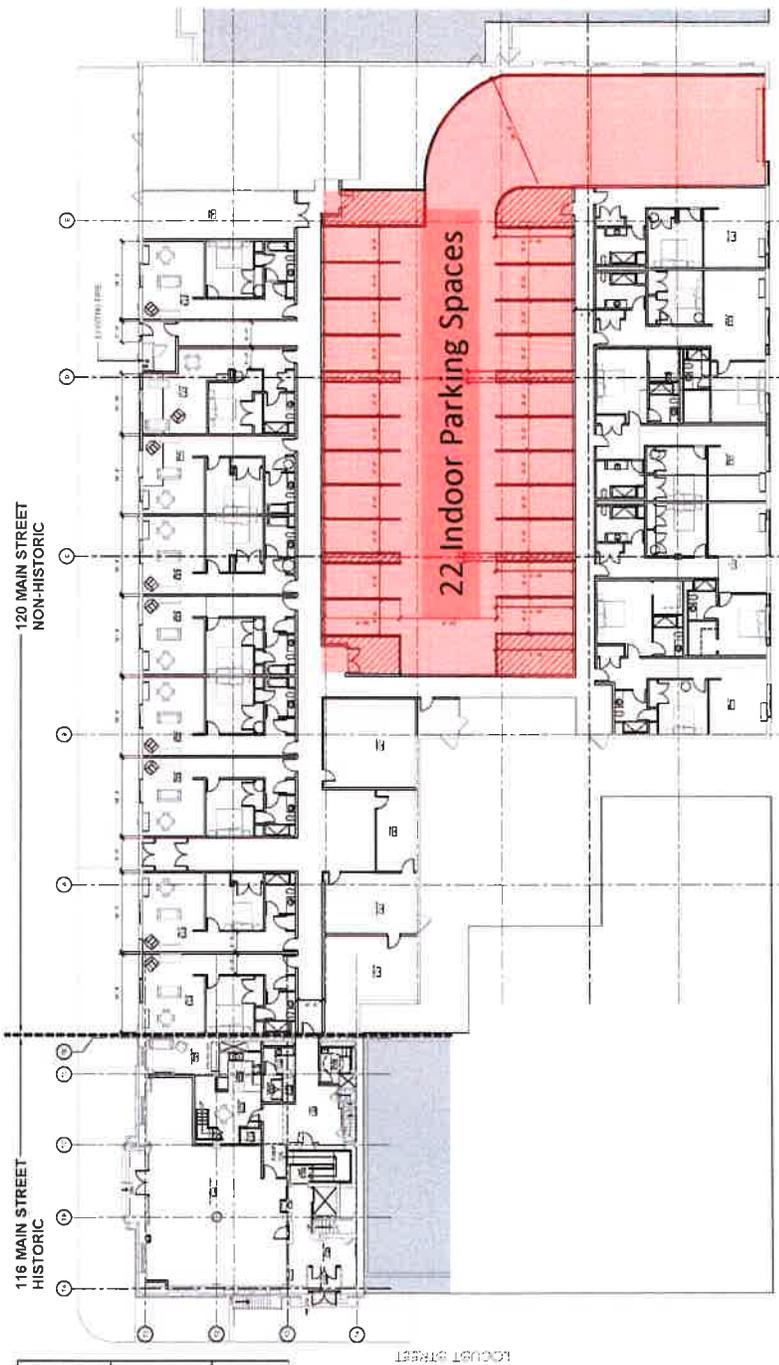
The urban structures currently contain no parking and previous commercial/retail uses relied on street or surface lot parking to accommodate customers. The plan for redeveloping the area is to build housing that is much needed in the city center. However, there is a requirement of 2:1 parking ratio that needs to be fulfilled. This poses a problem because the cost of conversion, especially in the case of historic buildings, is quite high. The rental income from the units is what helps mitigate these costs. The Applicant has made arrangements for 22 covered vehicle spaces in the internal portion of the "Mall" portion, but to counter the high redevelopment costs, some residential units need to be included. The redevelopment project cannot move forward unless the Applicant's Variance request is approved.

B.4 - DESCRIBE HOW THE REQUESTED VARIANCE WILL NOT ALTER THE CHARACTER OF THE LARGER NEIGHBORHOOD OR IMPACT ADJACENT PROPERTIES.

The redevelopment project aims to repurpose the existing structures, without causing any adverse effects to the surrounding area. It will bring life back to the long-vacant structures and the area, which is highly walkable. Additionally, 22 private parking spaces will be available for residential tenants, and these parking spaces will not be visible to the public.

Exhibit 1

| |
|---|
| NUMBER OF ONE BEDROOM UNITS (MALL) = 10 |
| NUMBER OF TWO BEDROOM UNITS (MALL) = 4 |
| TOTAL NUMBER OF MALL UNITS = 14 |
| NUMBER OF ONE BEDROOM UNITS (TOWER) = 11 |
| NUMBER OF TWO BEDROOM UNITS (TOWER) = 5 |
| TOTAL OF TOWER UNITS = 16 |
| OVERALL TOTAL NUMBER OF UNITS = 30 |
| TOTAL NUMBER OF COVERED PARKING SPACES = 22 |

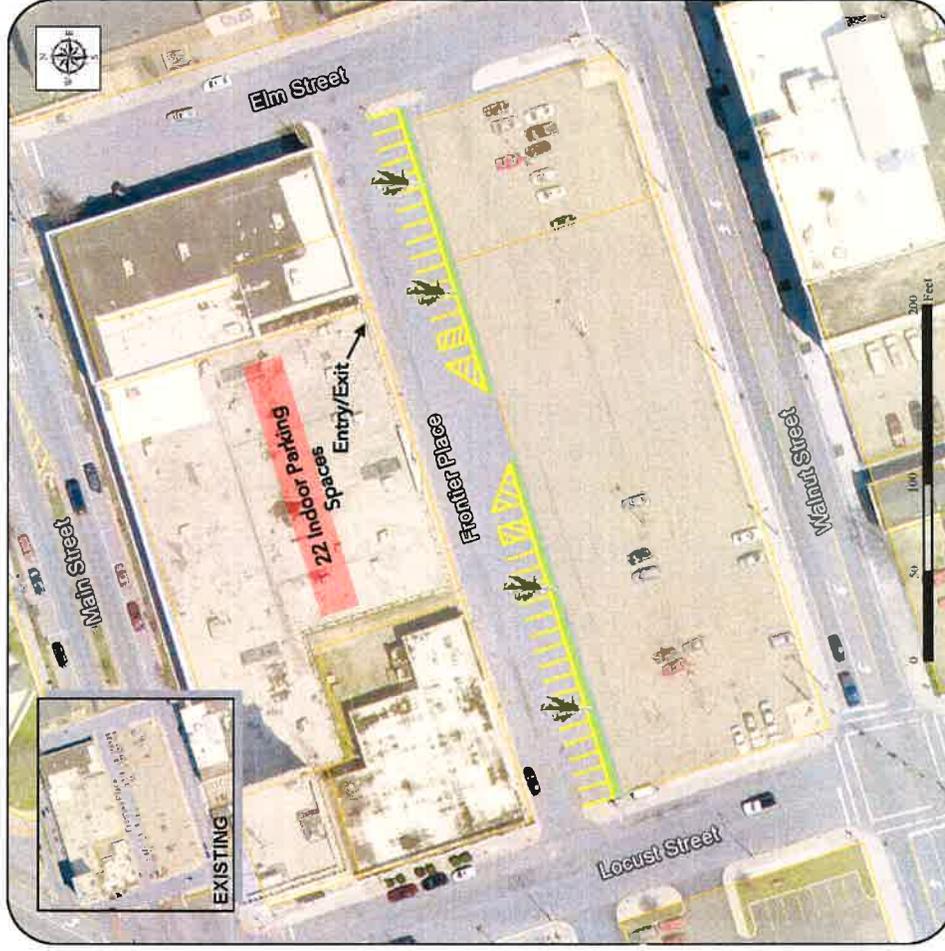


Frontier Place

Exhibit 2

1. Additional Off-Site Parking Proposed

The Applicant requests that the City of Lockport improve the south side of Frontier Place and remove any associated overnight parking ban so this area can be utilized for residents and visitors to the proposed Project. This would create 33+/- additional spaces.



Curb Proposal with 90° Parking Frontier Place

City of Lockport
Niagara County, New York

Legend

- Proposed Parking
- Proposed Curb Feature
- Parcel Boundary



Prepared by:
Engineering Department
September, 2017

This drawing is the property of RAS Development Company, Inc. and is not to be used for any other project without the written consent of RAS Development Company, Inc. The City of Lockport is not responsible for the accuracy of the information provided in this drawing. The City of Lockport is not responsible for the accuracy of the information provided in this drawing. The City of Lockport is not responsible for the accuracy of the information provided in this drawing.

Exhibit 3

2. In Addition,
there are Seven
(7) City-owned
Parking Lots
Near the
Project Site

 Project Site

 City-Owned
Parking Lot



ATTACHMENT C

PROJECT OVERVIEW

Prepared by RAS Development Company

Farmers & Mechanics Building Redevelopment

116-120 Main Street
Lockport, New York

RAS Development Company



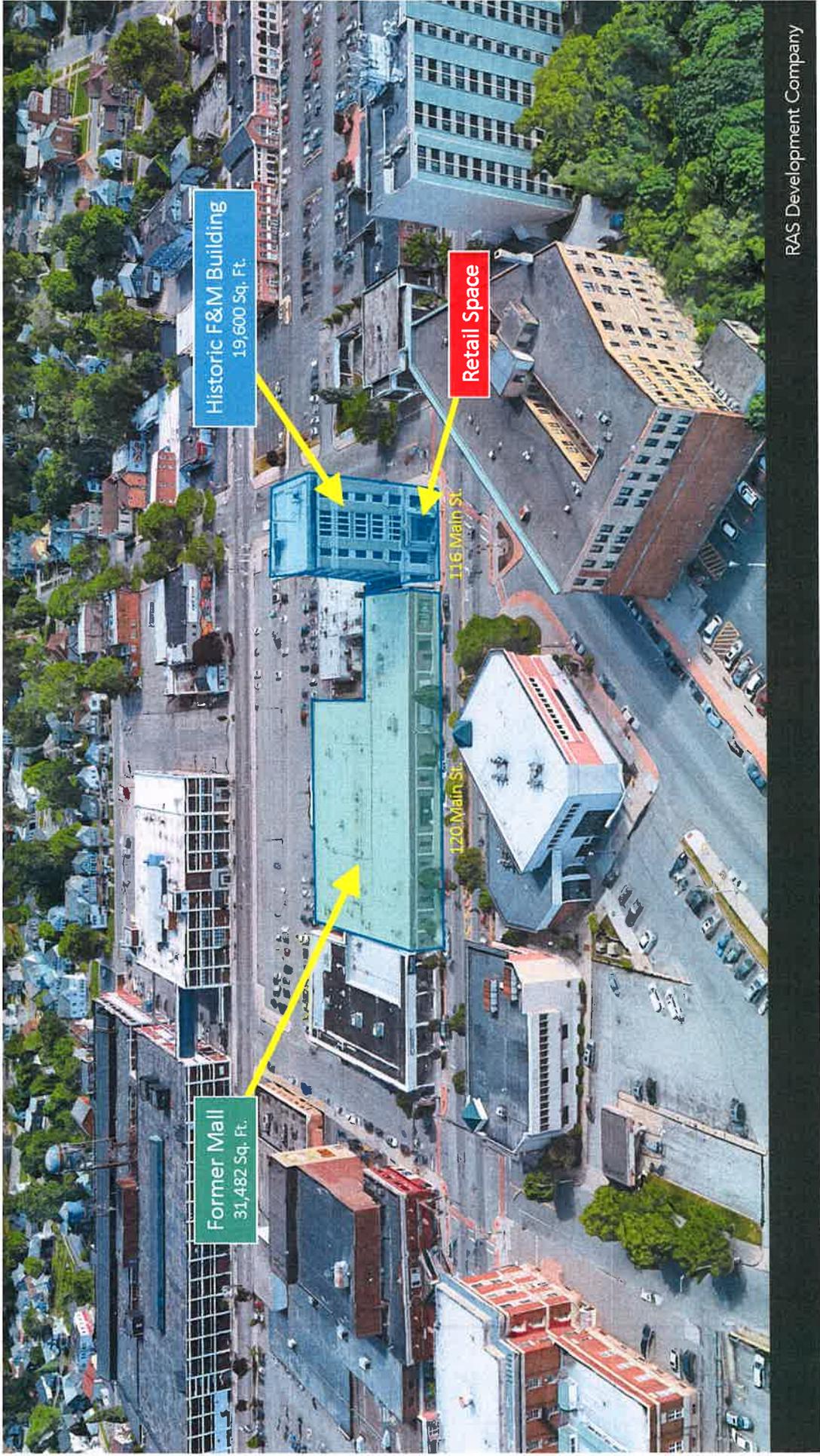
Project Overview

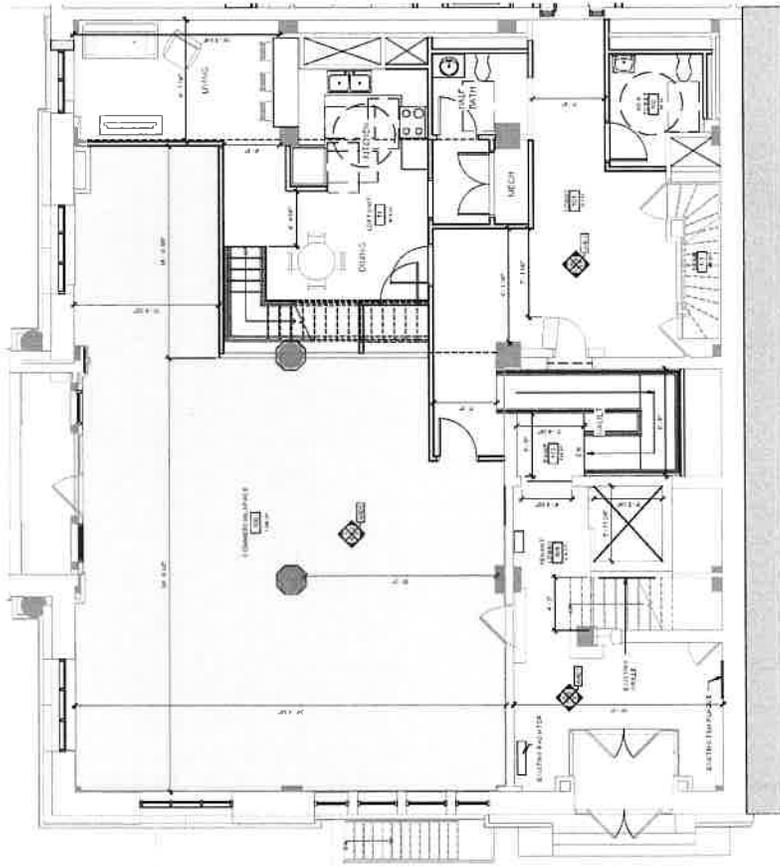
The redevelopment project features a total of 30 apartment units and first floor commercial/retail space and 23 covered parking spaces. It is divided into two main components:

- Historic F&M Building located at 116 Main Street. The City's tallest building, measuring 19,600 sq. ft., and has stood vacant for over 38 years, will be historically preserved and converted into a mixed use property featuring first floor commercial space in a mix of 16 apartments units on the top five floors.
- Adjacent Former Mall Building located at 120 Main Street. This vacant, single-story structure, measures 31,482 sq. ft., and will be converted into 14 apartment units, common community space, and indoor parking for residents.

RAS Development Company



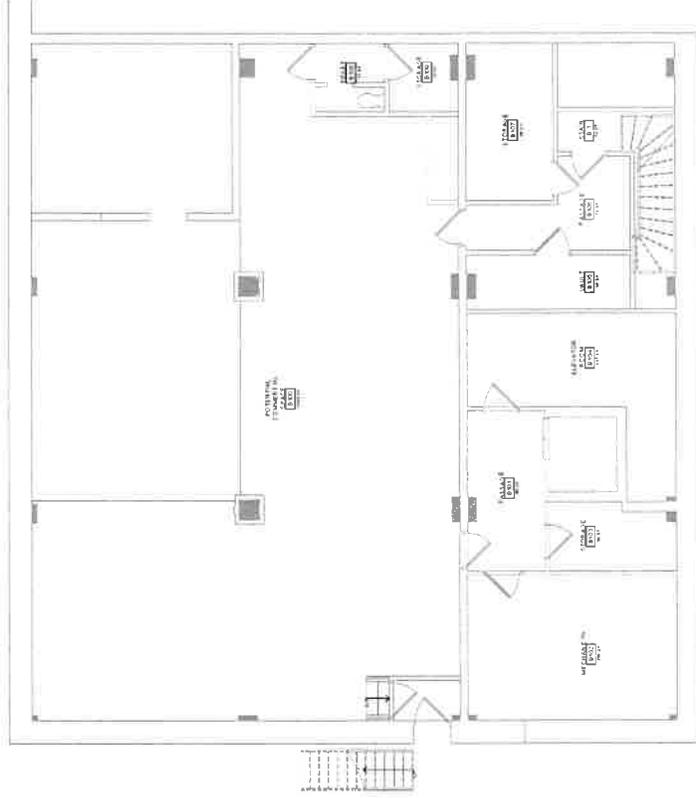




FIRST FLOOR PLAN - TOWER
SCALE: 1/8" = 1'-0"



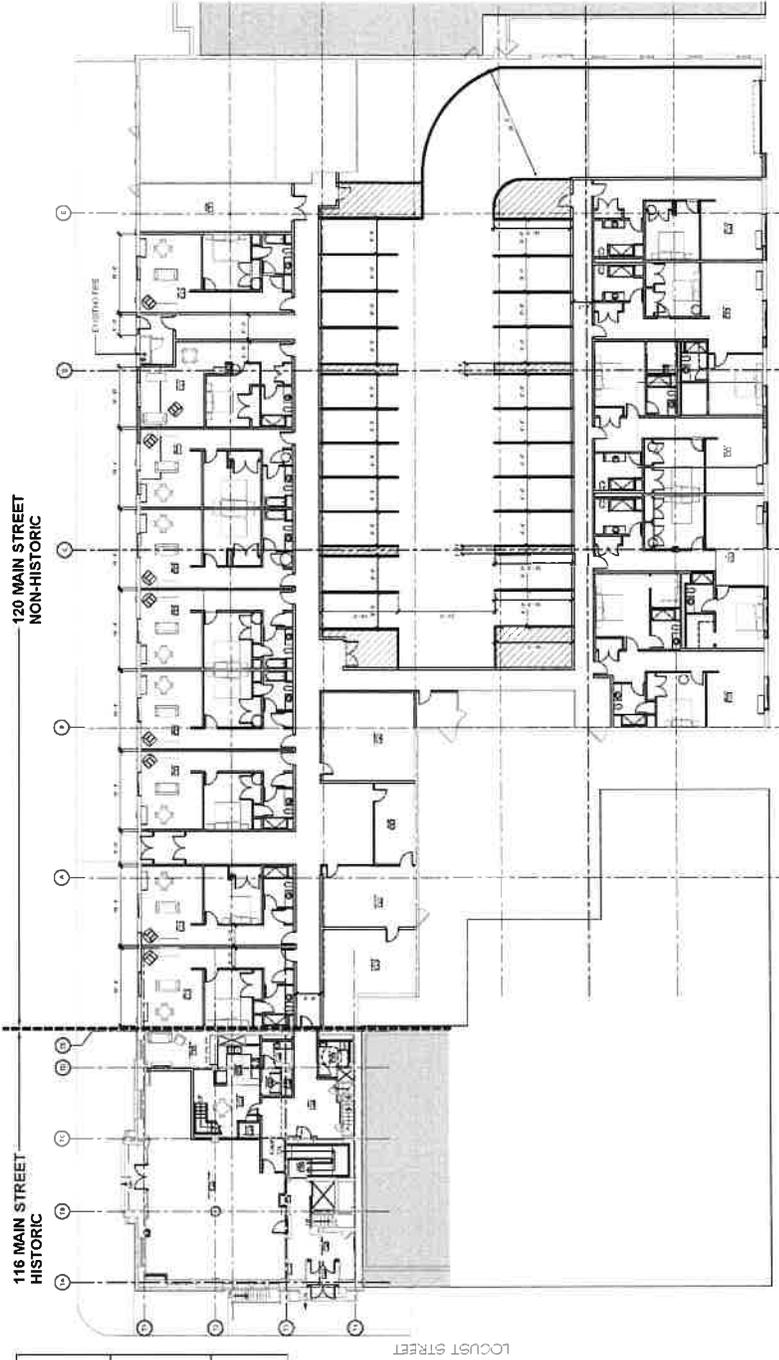
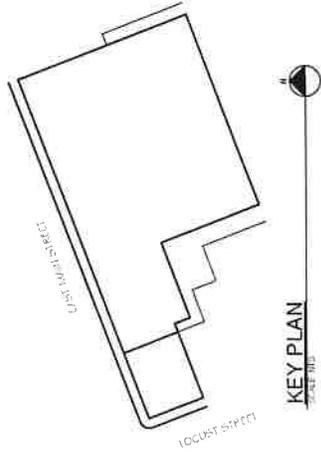
□ Retail Space



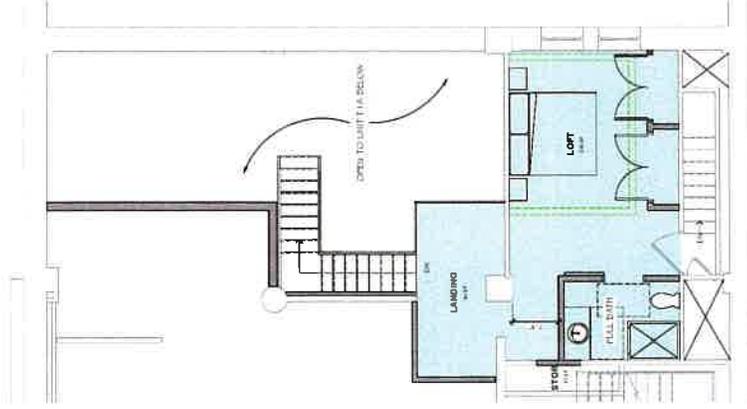
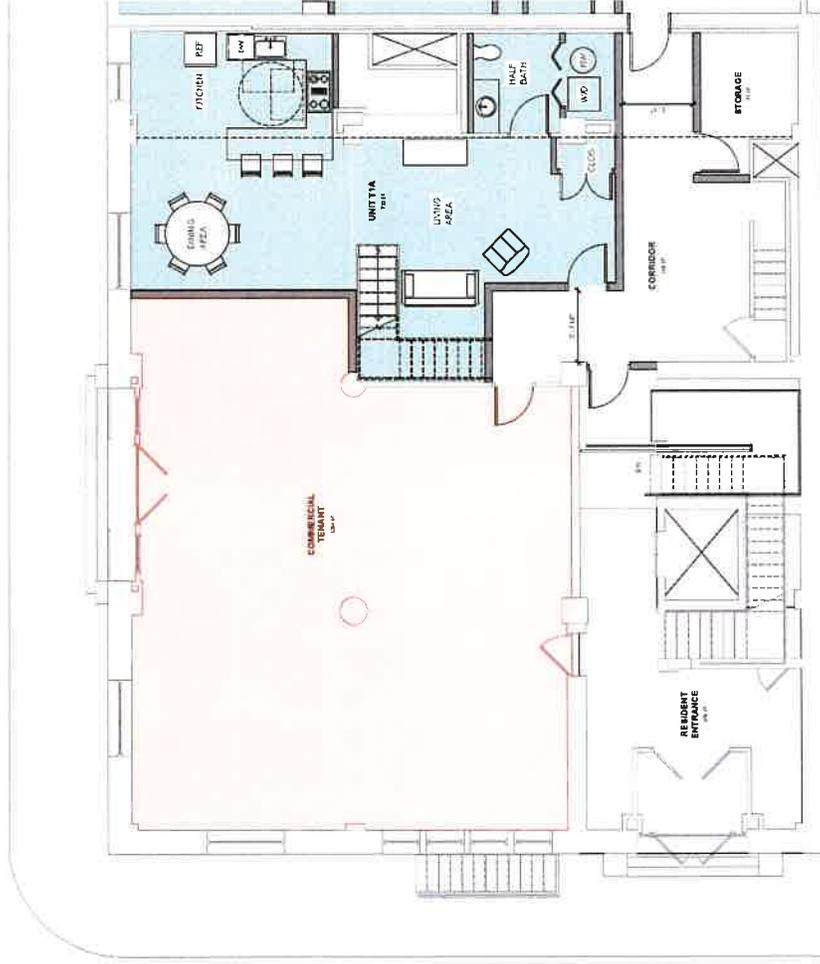
BASEMENT FLOOR PLAN - TOWER
SCALE: 1/8" = 1'-0"



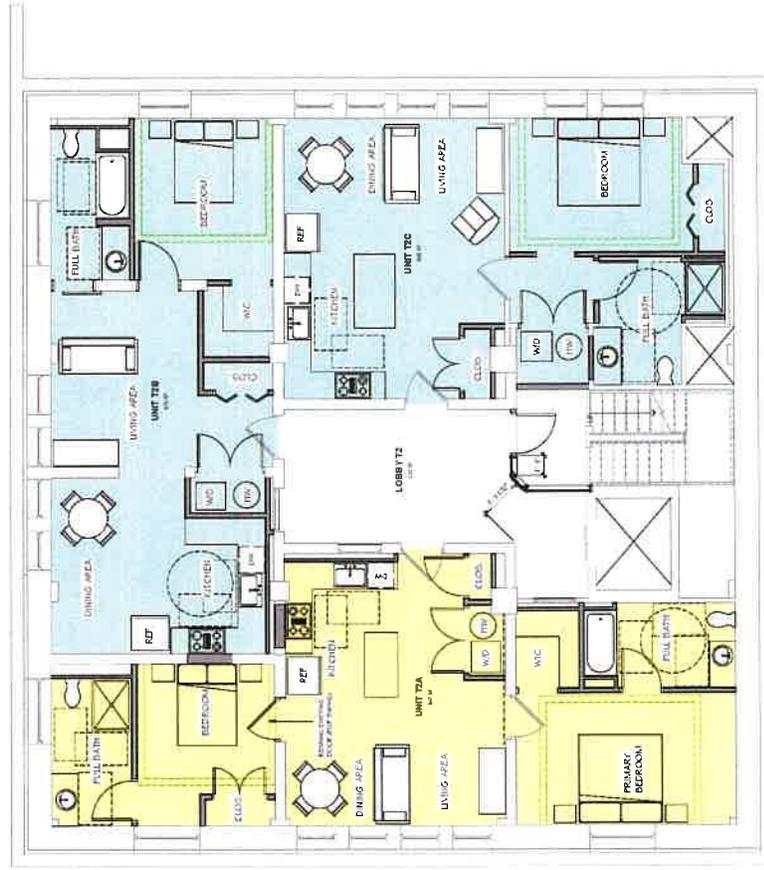
| |
|---|
| NUMBER OF ONE BEDROOM UNITS (MALL) = 10 |
| NUMBER OF TWO BEDROOM UNITS (MALL) = 4 |
| TOTAL NUMBER OF MALL UNITS = 14 |
| NUMBER OF ONE BEDROOM UNITS (TOWER) = 11 |
| NUMBER OF TWO BEDROOM UNITS (TOWER) = 5 |
| TOTAL OF TOWER UNITS = 16 |
| OVERALL TOTAL NUMBER OF UNITS = 30 |
| TOTAL NUMBER OF COVERED PARKING SPACES = 22 |



Tower & Mall – First Floor Plans



Tower – First Floor & Mezzanine Plans



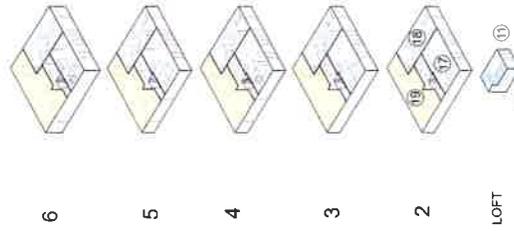
Tower 2nd Floor Plan



Tower 3rd Floor Plan

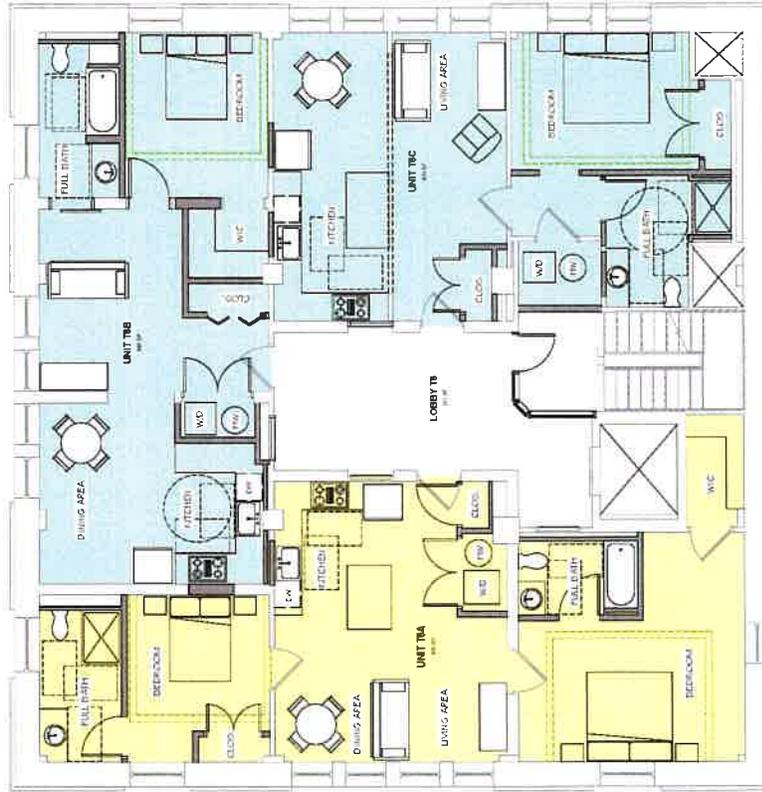
- 1 BEDROOM**
 UNITS: 20
- ① 770 SF
- ② 775 SF
- ③ 741 SF
- ④ 804 SF
- ⑤ 806 SF
- ⑥ 803 SF
- ⑦ 806 SF
- ⑧ 802 SF
- ⑨ 770 SF
- ⑩ 733 SF
- ⑪ 310 SF
- ⑫ 753 SF

- 2 BEDROOM**
 UNITS: 20
- ⑬ 1118 SF
- ⑭ 1155 SF
- ⑮ 1115 SF
- ⑯ 1128 SF
- ⑰ 665 SF
- ⑱ 673 SF
- ⑲ 847 SF



LOFT

1



Tower 6th Floor Plan

Contact Information:

Robert A. Savarino, CCIM
RAS Development Company
4758 North French Rd.
Amherst, New York 14051
(716) 908-8322
robert.savarino@ccim.net



ATTACHMENT E

SURVEY

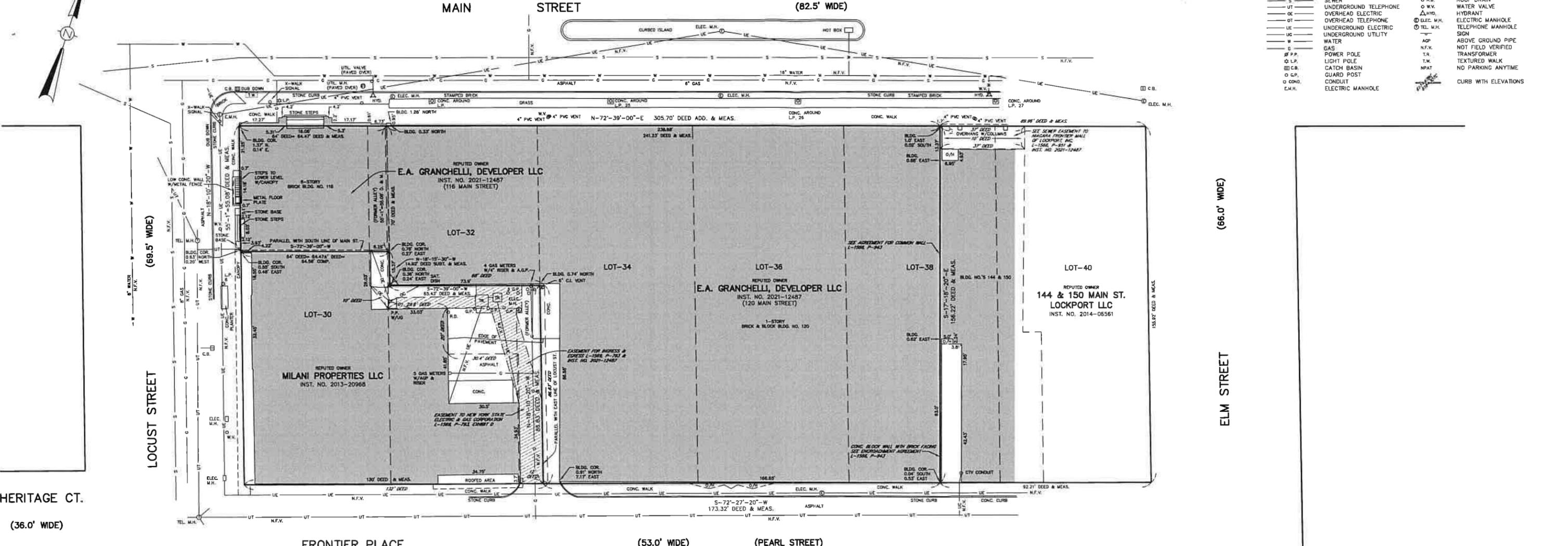
Prepared by McIntosh & McIntosh, P.C.

(LARGER FORMAT COPIES ENCLOSED WITH APPLICATION)



LEGEND

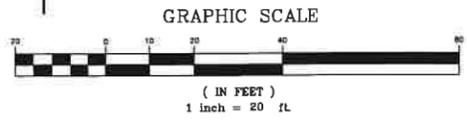
| | | | |
|------------|-----------------------|--------------|----------------------|
| — S — | SEWER | ○ R.D. | ROOF DRAIN |
| — UT — | UNDERGROUND TELEPHONE | ○ W.V. | WATER VALVE |
| — OE — | OVERHEAD ELECTRIC | △ HYD. | HYDRANT |
| — OT — | OVERHEAD TELEPHONE | ⊙ ELEC. M.H. | ELECTRIC MANHOLE |
| — UE — | UNDERGROUND ELECTRIC | ⊙ TEL. M.H. | TELEPHONE MANHOLE |
| — UC — | UNDERGROUND UTILITY | — | SIGN |
| — W — | WATER | — | ABOVE GROUND PIPE |
| — G — | GAS | — | NOT FIELD VERIFIED |
| — P.P. — | POWER POLE | — | TRANSFORMER |
| — L.P. — | LIGHT POLE | — | TEXTURED WALK |
| — C.B. — | CATCH BASIN | — | NO PARKING ANYTIME |
| — G.P. — | GUARD POST | — | |
| — C.D. — | CONDUIT | — | CURB WITH ELEVATIONS |
| — E.M.H. — | ELECTRIC MANHOLE | | |



HERITAGE CT.
(36.0' WIDE)

NOTES

- 1) UNDERGROUND UTILITY INFORMATION SHOWN WAS DERIVED FROM RECORD PLANS SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES. THE PROPER UTILITY AUTHORITY SHOULD BE NOTIFIED PRIOR TO ANY CONSTRUCTION OR EXCAVATION AT THE SITE. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- 2) REFERENCE MAP: SURVEY MAP PREPARED BY DOUGLAS A. McINTOSH & JOHN E. McINTOSH, JR. DATED JULY 28, 1967, LAST REVISED NOVEMBER 14, 1978 AND IDENTIFIED AS JOB NO. 2581.
- 3) REFERENCE MAP: SURVEY MAP PREPARED BY DOUGLAS A. McINTOSH & JOHN E. McINTOSH, JR. DATED OCTOBER 17, 1973, LAST REVISED AUGUST 27, 2013 AND IDENTIFIED AS JOB NO. 2010-5 & 6A.
- 4) REFERENCE MAP: SURVEY MAP PREPARED BY McINTOSH & McINTOSH, P.C. DATED AUGUST 21, 2013 AND IDENTIFIED AS JOB NO. 3639.
- 5) REFERENCE MAP: SURVEY MAP PREPARED BY DOUGLAS A. McINTOSH & JOHN E. McINTOSH, JR. DATED APRIL 10, 1974, LAST REVISED DECEMBER 17, 1981 AND IDENTIFIED AS JOB NO. 2010-789.
- 6) REFERENCE MAP: SURVEY MAP PREPARED BY DOUGLAS A. McINTOSH & JOHN E. McINTOSH, JR. DATED JULY 16, 1973, LAST REVISED JULY 10, 1974 AND IDENTIFIED AS JOB NO. 3205.
- 7) SBL - CITY OF LOCKPORT TAX MAP NO. 109.55-3-1 & 2.
- 8) THIS SURVEY WAS PERFORMED UNDER WINTER CONDITIONS AND IS SUBJECT TO SUCH VARIATIONS AS MAY BE REVEALED AT A LATER DATE. APPROXIMATE GENERAL SNOW DEPTH WAS 3" ON SURVEYED PREMISES.
- 9) FOR REFERENCE SEE TOPOGRAPHIC MAP PREPARED BY McINTOSH & McINTOSH, P.C. DATED JANUARY 17, 2023 AND IDENTIFIED AS JOB NO. 2581-A.



BEING ALSO PART OF CITY LOTS-30, 32 & 38 AND LOTS-34 & 36

McINTOSH & McINTOSH, P.C.
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS
LOCKPORT, NEW YORK BUFFALO, NEW YORK
PHONE 433-2535 PHONE 625-8360

© 2023 McINTOSH & McINTOSH, P.C.
ALL RIGHTS RESERVED

| | | |
|------------------|-----------------|--|
| RESURVEY | REVISION | SURVEY OF PART OF LOT-12, SEC.-14, TWP.-14, R.-6, HOLLAND PURCHASE |
| | | LOCATION CITY OF LOCKPORT, NIAGARA COUNTY, NEW YORK |
| | | SEE REFERENCE MAP FILED IN MICROFILM MAP BOOK-25, PAGE-2433 |
| JOB No. 2581-SUR | SCALE: 1" = 20' | DATE: JANUARY 17, 2023 |

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH.

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7208, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

DR. L. M. H. COMP. DES. CHK. DATE

ATTACHMENT F

SITE PLAN C-100

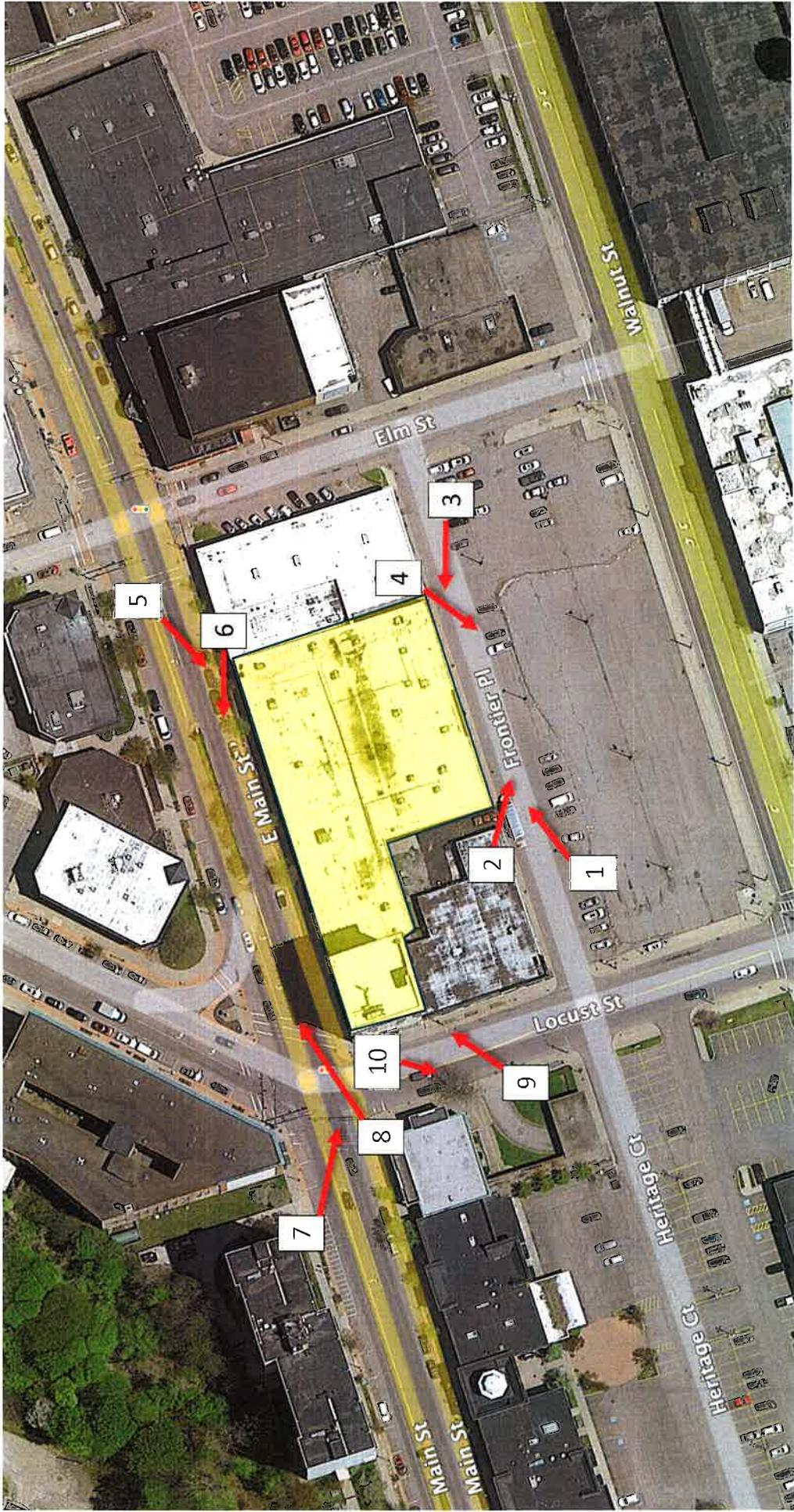
Prepared by Carmina Wood Design, DPC

(LARGER FORMAT COPIES ENCLOSED WITH APPLICATION)

ATTACHMENT G

PHOTOGRAPHS OF EXISTING CONDITIONS

Prepared by RAS Development Company



NORTH ↑

PHOTOGRAPHS OF EXISTING CONDITIONS - KEY

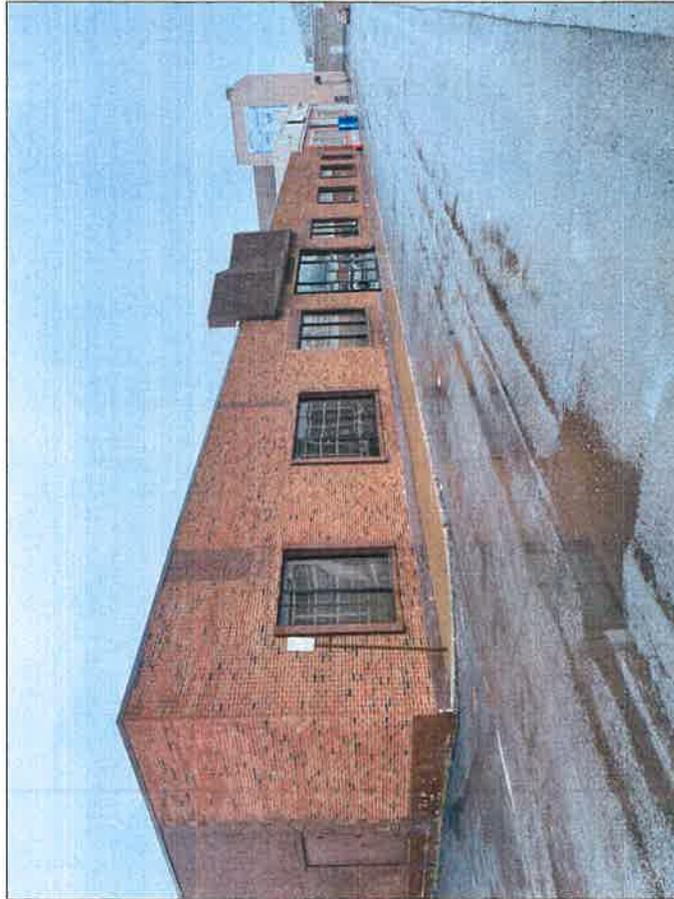


Photo 1



Photo 2

PHOTOGRAPHS OF EXISTING CONDITIONS



Photo 4

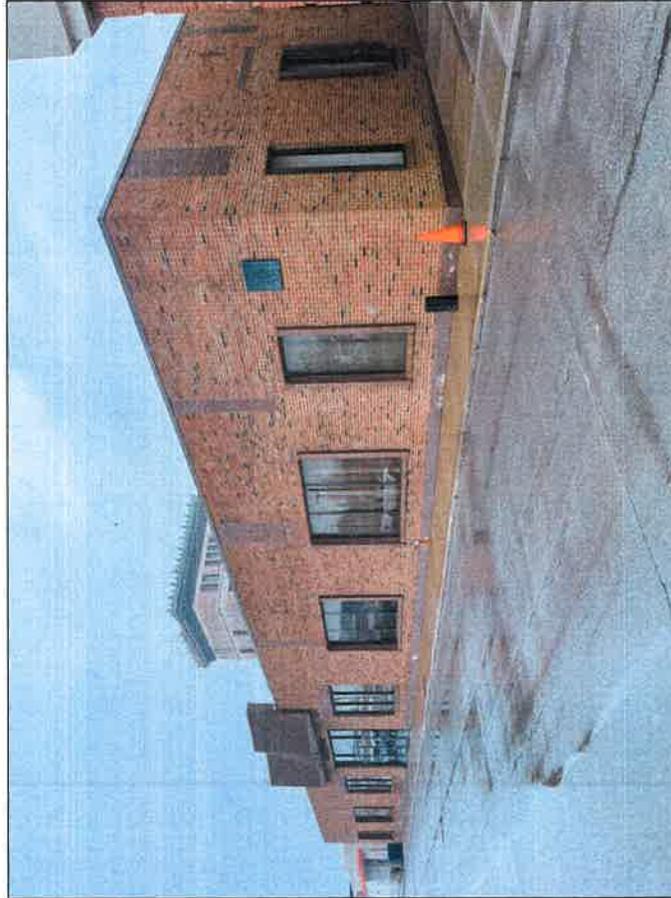


Photo 3

PHOTOGRAPHS OF EXISTING CONDITIONS

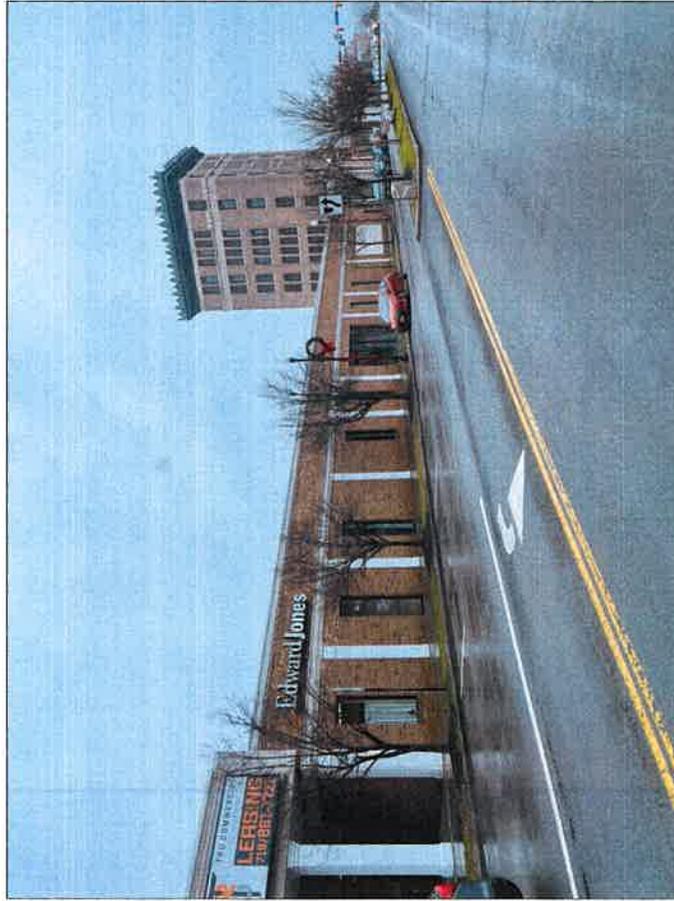


Photo 5



Photo 6

PHOTOGRAPHS OF EXISTING CONDITIONS

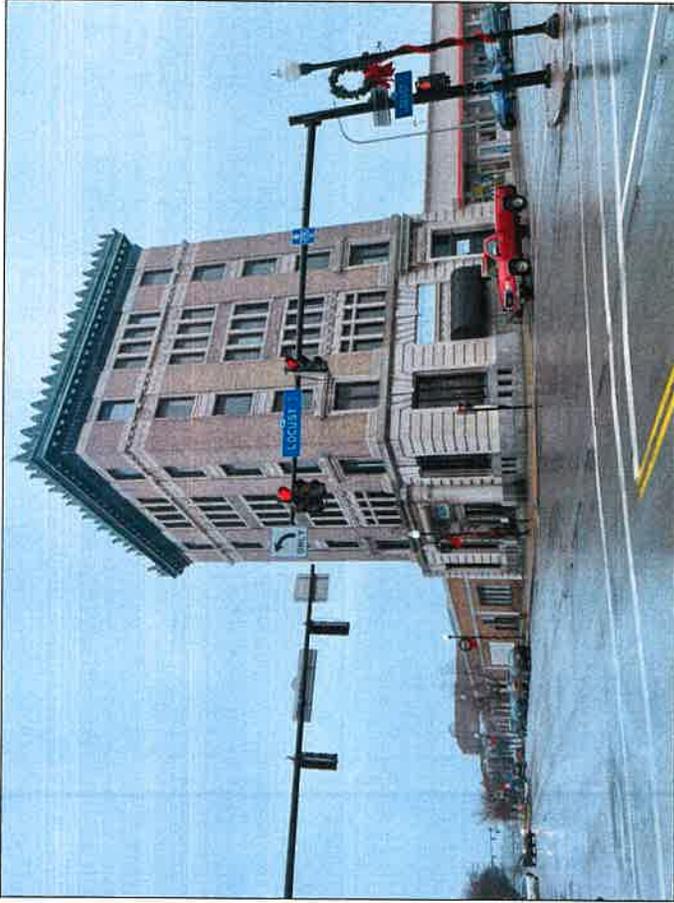


Photo 7

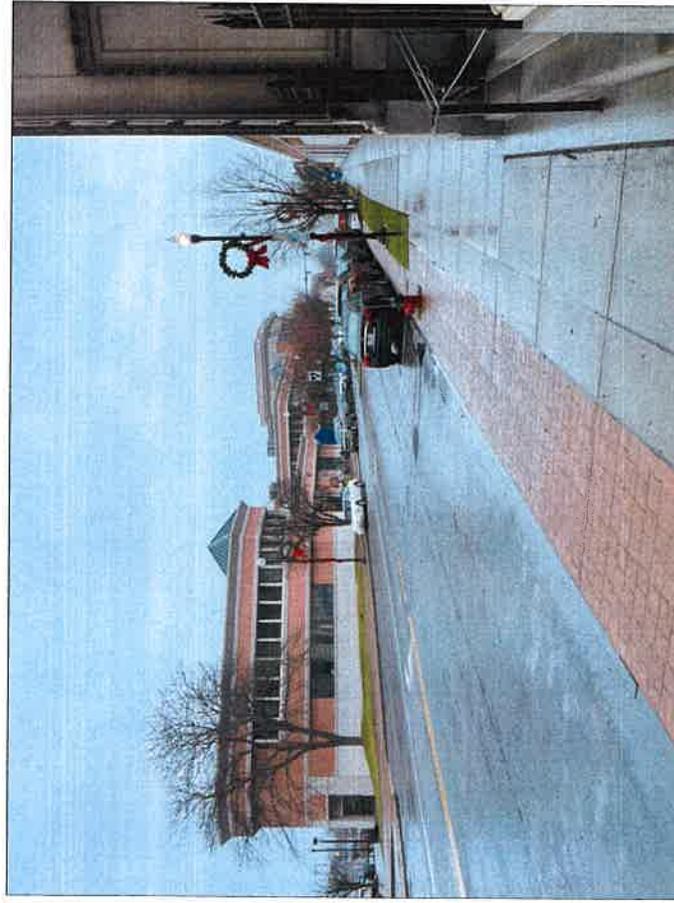


Photo 8

PHOTOGRAPHS OF EXISTING CONDITIONS

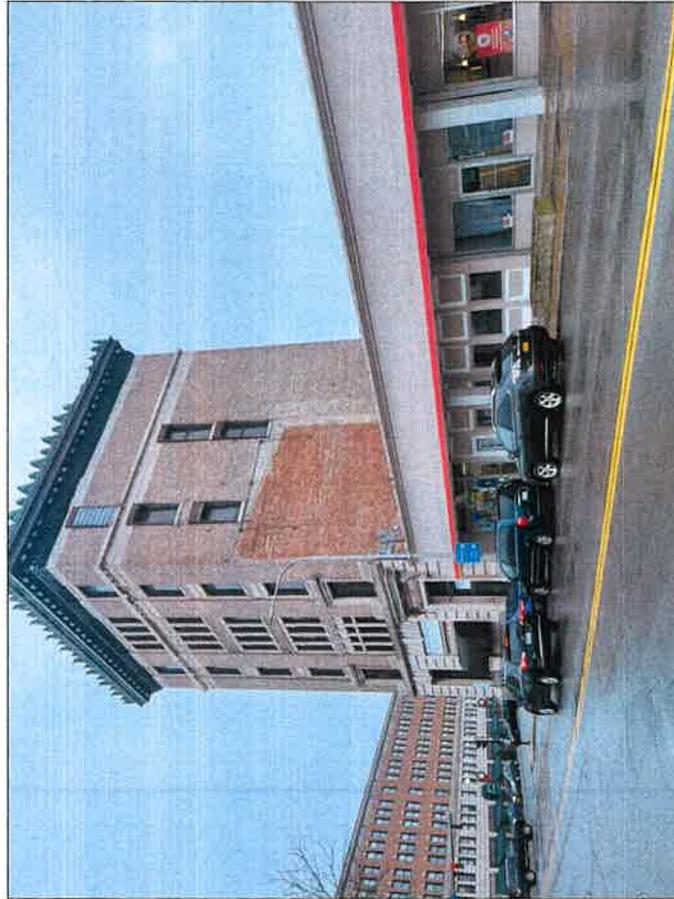


Photo 9

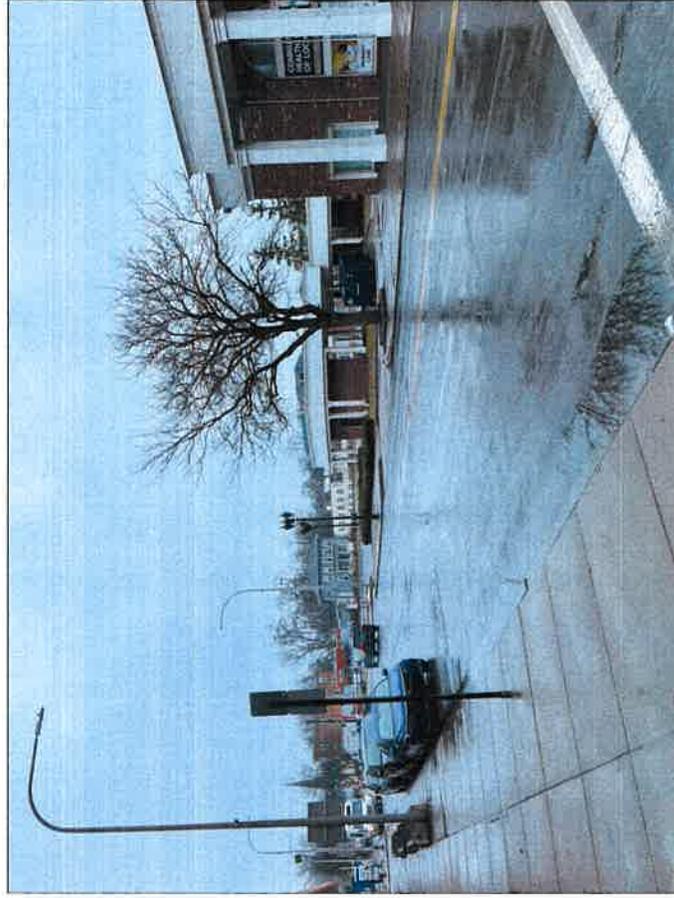


Photo 10

PHOTOGRAPHS OF EXISTING CONDITIONS