



Building Inspection Department

Jason Dool
Chief Building Inspector

Lockport Municipal Building
One Locks Plaza
Lockport, NY 14094
Phone (716) 439-6754
Fax (716) 439-6605

April 26, 2024

Megan Brewer

REGULAR MEETING

Please be advised that there are seven (7) items on the agenda for the regularly scheduled meeting of the Planning Board to be held **Monday, May 6, 2024** at 5:00 P.M.

1. Joshua Brege. 291 Prospect Street. Request for a special use permit to harbor chickens on the property situated in an R-2 Zone.
2. Amanda Gorko. 329 East Avenue. Request for a home occupation for a one chair salon situated in an R-2 Zone.
3. A Plus Performance Cycle. 436 West Avenue. Request to change the roof line of the building and install a metal roof and install vinyl siding on the building situated in a B-3 Zone.
4. Keystone Novelties Distributors. 76 East Avenue. Request for temporary outdoor sales of fireworks from June 26, 2024 to July 5, 2024 situated in a B-2 Zone.
5. Mulvey Construction, Inc. 717 East Avenue. Request to construct a new enclosed entryway for the Grill room portion of the club situated in an RA Zone.
6. Nussbaumer & Clark, Inc. 115 Oakhurst Street. Request to amend the site plan to include a driveway on the north side of the property situated in an I-3 Zone.
7. Nussbaumer & Clark, Inc. 646 Niagara Street. Request to subdivide a .59 acre section of the parcel situated in an I-2 Zone.

If you cannot attend this meeting, please contact Megan Brewer at 716-439-6754 or mbrewer@lockportny.gov

APPLICATION: APPROVED _____ DISAPPROVED _____

**CITY OF LOCKPORT
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: House 291 Prospect PHONE: _____

NAME OF APPLICANT: Joshua Bregg PHONE: (714) 431-2834

EMAIL ADDRESS: Asapropertymaintenance12@gmail.com

ADDRESS OR LOCATION OF PROPOSAL: 291 Prospect St Lockport

SIZE OF PARCEL OR STRUCTURE: _____

EXISTING ZONING: R2

PLEASE CHECK WHICH OF THE FOLLOWING IS BEING APPLIED FOR:

Site Plan Review _____ Special Use Permit Home Occupation _____

Alteration to existing building _____ Rezoning _____ Other _____

PROPOSED REQUEST

Requesting a special permit to allow 10 chickens to be only @ the property of 291 Prospect St. In Back yard

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.
2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

APPLICATION: APPROVED _____ DISAPPROVED _____

**CITY OF LOCKPORT
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: Mia Bella's Hair Salon PHONE: (716) 395-6352

NAME OF APPLICANT: Amanda Gorko PHONE: (716) 395-6352

EMAIL ADDRESS: gorkoamanda@gmail.com

ADDRESS OR LOCATION OF PROPOSAL: 329 east ave lockport ny 14094

SIZE OF PARCEL OR STRUCTURE: R2

EXISTING ZONING: R2

PLEASE CHECK WHICH OF THE FOLLOWING IS BEING APPLIED FOR:

Site Plan Review _____ Special Use Permit _____ Home Occupation

Alteration to existing building Rezoning _____ Other _____

PROPOSED REQUEST

typed up

REQUIRED ENCLOSURES:

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2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.


SEORA:

This proposal constitutes a: () Type I, () Type II, () Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: () yes, () no; a copy of this determination is attached () yes, () no.

PROPERTY OWNER'S SIGNATURE



APPLICANT'S SIGNATURE



PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.

Fees:

Site Plan review- \$25

Special Use Permit- \$100 application, \$50 yearly renewal

Home Occupation- \$100 application, \$50 yearly renewal

Alteration to existing building- \$25

Rezoning- \$100 or \$50 per half acre (whichever is greater)

Subdivision request- \$200

Mia Bella's Hair Salon

3/9/24

To whom it may concern:

My name is Amanda Gorko and I am the property owner of 329 East Ave., Lockport, NY 14094. I have owned this property for 8 years now.

It has been a lifelong dream and personal goal of mine to own and operate my own salon. I am a single mother of two little girls under five, and I am partially disabled from a fatal car crash 8 years ago. Operating a salon on my own time and at my own convenience would give me opportunity to book clients on my own schedule while maintaining my first priority, my children.

I've maintained a nys license as a cosmetologist for 18 years now, but I have been working in the industry for 22 years. I obtained a Lockport city business license in October of 2023. I then obtained my nys business license March 2024.

I absolutely love what I do, and have a very deep, and passionate drive to give people the look they want, while achieving great confidence in trying times in their lives. I absolutely love making people feel good. That glow they get when they are ecstatic with your services fills my cup spiritually and emotionally. I would love to be given the chance and opportunity to spread that positivity here in the city of Lockport.

The salon will consist of one station and chair, for myself only.

Most of my clientele would be scheduled strictly upon booking. My hours of operation would range from Tuesday, Thursday, Friday, and Saturday 12 to 8, and some Sundays 11 to 6 unless otherwise booked for a special occasion. For example, weddings, proms, bridal showers, baby shower, photo shoots ect. Which in most cases are on site services and not usually at the salon location as this gives a nice convenience and thoughtful Touch to the client on their special day.

I have a 5 car driveway that would be available for parking if public parking on east ave and vine st, in front of my house would not be acceptable to the city. As it is only myself that would be working in the salon there should not be any more than 2 to 3 vehicles at one time and really, three would be more than I would ever be expecting at once Working by myself. I am very time efficient and do not ever operate in a way where there would be a line of 10 people all waiting for

me at once. I am only one stylist, so there would not be any reason why there would be a lot of cars parked out front at any given time ever.

The closest intersection would be East Ave and Vine Street as my property is located right on the corner of East Avenue and Vine St. Being that I am a corner lot, with a 5 car driveway, there should be more than enough places to park for the amount of business I would be expecting. I am always open to discussing the city's suggestions and recommendations on what the city/building inspectors office would prefer as far as parking goes, as I would like to run a respectful and efficient salon.

There is an existing picket fence that has been on the property since a permit was pulled for its construction back in 2005. I have no plans on changing the style of the fence, as I have always loved and appreciated its Victorian look and style with the house. The picket fence would remain the same as it always has been besides repairs.

I would like to put a sign for the salon about 45" wide and 35" tall at max on the front East Ave side of my Victorian, hanging under the front bay window with the salon's name if so allowed. I have included sketches on what these changes would look like specifically included with my application. I would also like to add a small sign hanging over the East Ave/front porch, over the stairs (hoping it will soon be a handicap ramp). Any recommendations or suggestions are always appreciated.

After speaking with Jason Dool some years back about my plans for the salon, he mentioned that I would need a handicap ramp put in to make the salon handicap accessible. I am also asking for permission to construct a ramp for the handicap so that my business could be free of discrimination and comfortable and easy to access to all types of people.

This project means the world to me. It would not just be a life long goal of mine, but it would also make me the resource for my children that I take care of solely. All I truly want is to be able to pay my bills without fear, and to be able to make it so that my children can live comfortable lives.

I appreciate you taking the time to consider my application, thank you very much. Any suggestions, recommendations, questions or concerns please feel free to reach out!!

Sincerely,

Mia Bella's Hair Salon

Amanda Gorko



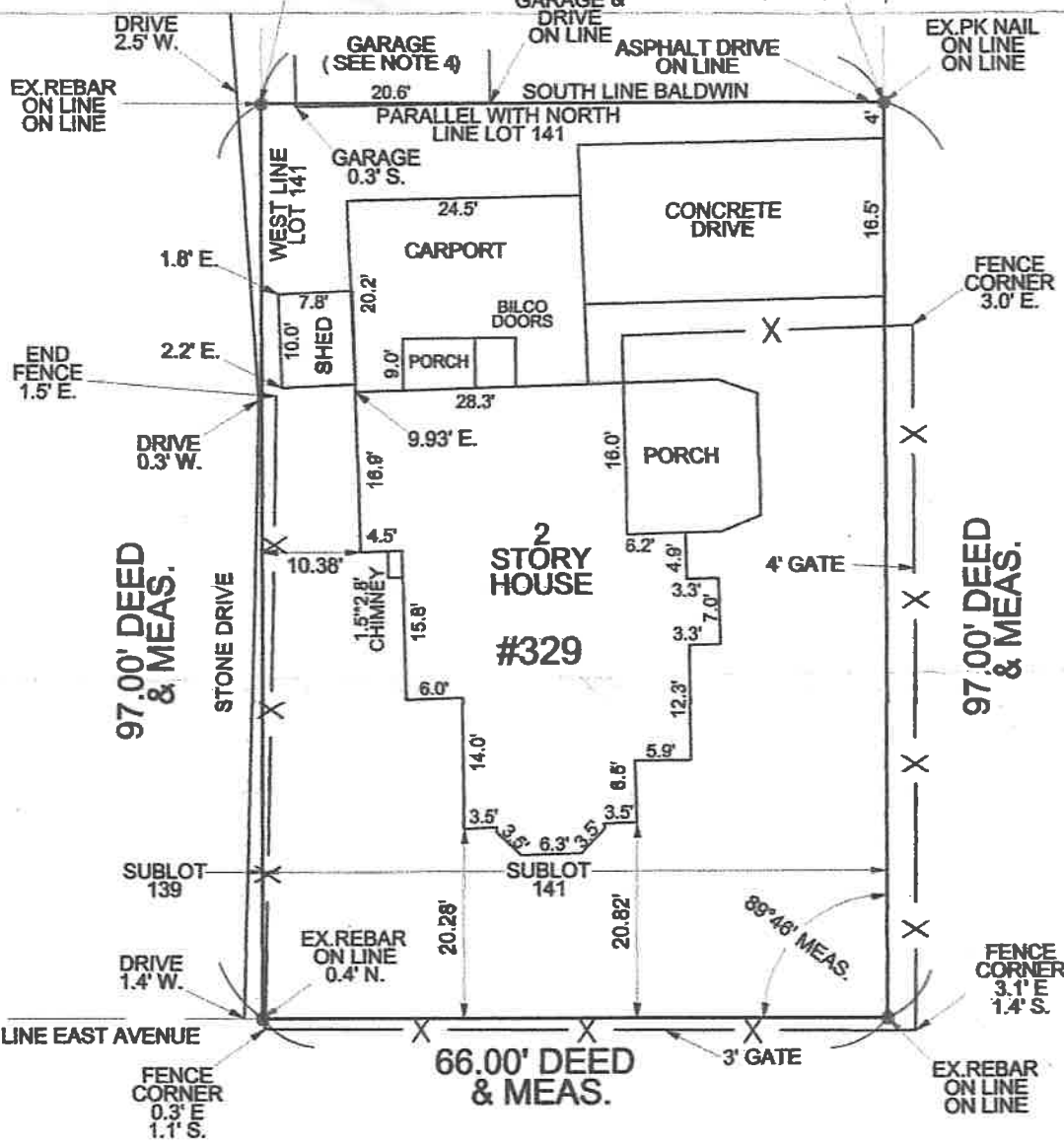
(716) 395-6352

SOUTH WEST CORNER BALDWIN L-451 P-552

& MEAS.

SOUTHEAST CORNER BALDWIN L-451 P-552

WEST 1/2 VINE Street



EAST (82.5') AVENUE
 (FORMERLY KNOWN AS EAST MAIN STREET)

"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, subdivision 2, of the New York State Education Law."
 "Only copies from the original survey map marked with an original of the land surveyor's embossed seal and signature shall be considered to be valid true copies."

SURVEY PREPARED FOR
BRIAN J. HUTCHISON, ESQ.

LANDS DESCRIBED IN
INSTRUMENT No. 2010-09380

- NOTES:**
- 1) This survey is subject to easements and right of way of record.
 - 2) Measurements made to the siding of the building.
 - 3) This survey was completed without the benefit of an updated title report and is subject to the facts contained therein.
 - 4) See L-1422 P-173 for encroachment agreement for garage.

PART OF THE HOLLAND LAND COMPANY'S SURVEY,
 LOT 6 SEC. 14 TWP. 14 RANGE 6
 CITY OF LOCKPORT
 NIAGARA COUNTY, NEW YORK
 TAX MAP NO.: 109.49-2-44

MAP BOOK: 25
 MAP PAGE: 2433
 S.L.: PART OF LOT 141
 DRAWN: MPR

Michael D. Rozeski
 MICHAEL D. ROZESKI, L.S.

CLIMAX DEVELOPMENT OF WNY, LLC
 140 WEST MAPLEMERE ROAD
 WILLIAMSVILLE, NEW YORK 14221
 PHONE: 716-548-2894
 SCALE 1" = 20'
 AREA = 0.15 ACRES +/-
 FIELD SURVEY DATE: AUGUST 1, 2016
 OFFICE SURVEY DATE: AUGUST 14, 2016
 JOB NO.: 16S-04-007
 RESURVEY:
 HOUSE LOCATION:

3



photo # 2

Amelia Garza Hill 2011 1250

Photo # 2
Alphacete (over) (file) 395-6B392

25" diameter sign
↑
← 25" →
↓



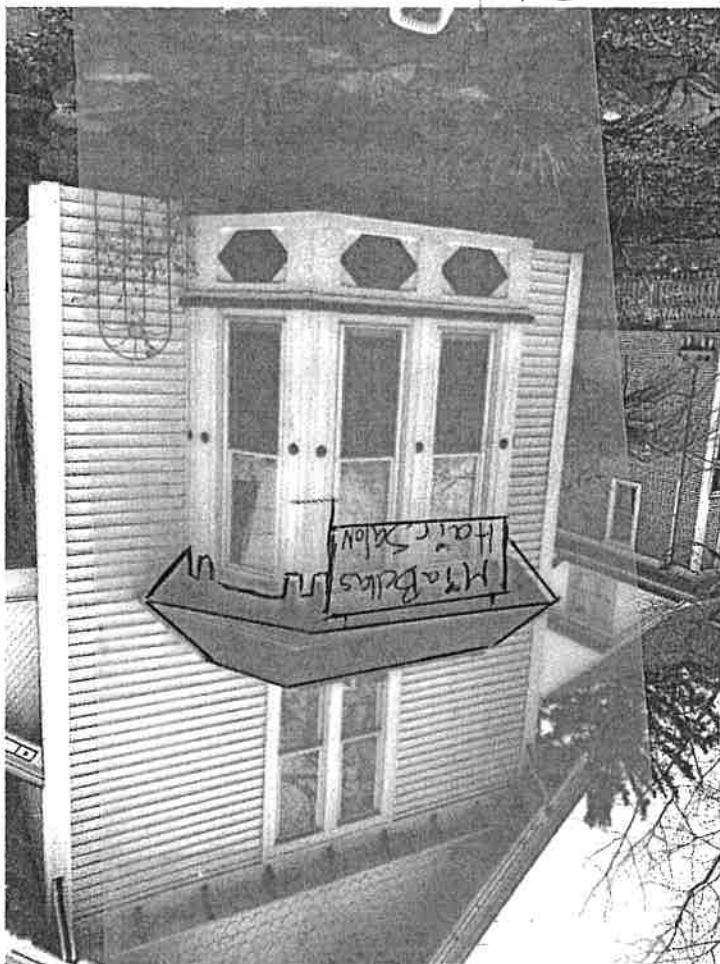
(27)

Almunda Garlo - (714) 200-1200

Photo # 2: Staircase
Turned into handiicap
ramp for accessibility.

Almunda Garlo
714 395-6352

Photo # 1



(1)

Photo # 3: 17ft long
handiicap ramp, 4ft wide,
4ft from front gate on
east side entrance. 6
post total for railing, 3
on each side, railings
height from top 4ft, castings

located hanging over
front porch awning in
front of porch light
right over top step.



Shape Circle

Photo 2: 25" x 25"
sign
right installed under roof to show at
east are bay window/rak
shape/rectangular

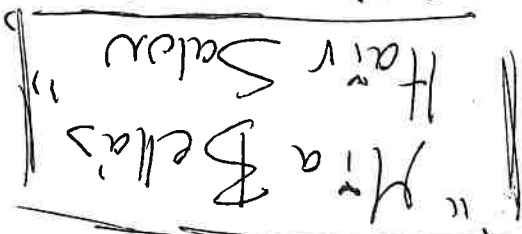


Photo 1:
45" wide x 35" Tall
(optional sign that says
"Mia Bellas"
Hair Salon

APPLICATION: APPROVED _____ DISAPPROVED _____

**CITY OF LOCKPORT
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: A Plus Performance Cycle PHONE: 7164332200

NAME OF APPLICANT: Adam Clark PHONE: 716433-2200

ADDRESS OR LOCATION OF PROPOSAL: 436 West Ave.

SIZE OF PARCEL OR STRUCTURE: 31' W x 75' LONG + 12' x 12'

EXISTING ZONING: _____

PROPOSED REQUEST CHANGE ROOF LINE & EXTERIOR
FINISHES TO METAL ROOF / VINYL SIDING

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PROPERTY OWNER'S SIGNATURE 

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**PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT
AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.**

J.A.S.

GENERAL CONTRACTING

321 Hawley St.
Lockport, N.Y. 14094
(716) 433-1747
(716) 888-0102

DATE 03/01/24

Bill To:

A Plus Motorcycle

436 West Ave

Lockport NY 14094

Acceptance of Proposed Work

Description	AMOUNT
Payment Schedule after initial Deposit of \$30,000	\$ 30,000.00
Demo existing mansards and side opening	
Prep walls for trusses and siding	
Install trusses and metal roofing	
Remove all job related debris Due	\$10,000
Install new windows	
Trim gables and Eaves	
Complete overhead door framing and schedule install	\$ 10,000.00
Install vinyl siding	
Gutters	
Finish clean jobsite of construction debris, tools and materials	\$ 10,810.00
Total Materials and Labor	\$ 60,810.00

50% downpayment and remainder due upon completion unless otherwise discussed.
If you have any questions concerning this quotation, contact Eric Shugats at (716) 888-0102.

THANK YOU FOR YOUR BUSINESS!

J.A.S.

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Install vinyl siding	
Gutters	
Finish clean jobsite of construction debris, tools and materials	\$ 10,810.00
Total Materials and Labor	\$ 60,810.00

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THANK YOU FOR YOUR BUSINESS!

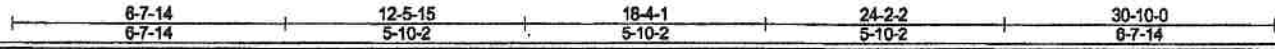
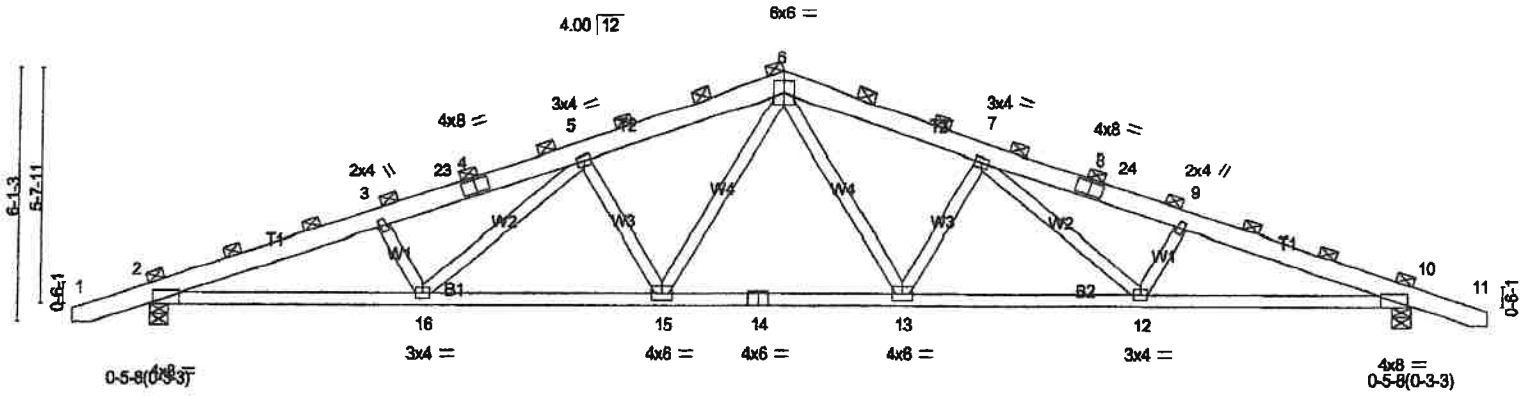
Job	Truss	Truss Type	Qty	Ply	1	Job Reference (optional)
A-PLUS	T1	DBL. FINK	24			

NORTH AMERICAN TRUSS, Middleport, New York 14105

8.720 s Nov 2 2023 MITek Industries, Inc. Mon Feb 19 08:20:05 2024 Page 1
 ID:5RMW6sxeN_MMJA3la3vr0?zjegg-e3OQfyY?cLgGjstMWZpa2Ywy6hFqdr9PGqpFadzjefu



Scale = 1:55.9



LOADING (psf)	SPACING-	CSI.	DEFL	PLATES	GRIP
TCLL 39.4 (Ground Snow=50.0)	3-0-0	TC 0.66	in (loc) l/def L/d	MT20	197/144
TCDL 5.0	Plate Grip DOL 1.15	BC 0.84	Vert(LL) -0.39 15 >946 240		
BCLL 0.0	Lumber DOL 1.15	WB 0.42	Vert(CT) -0.50 13-15 >743 240		
BCDL 5.0	Rep Stress Incr NO	Matrix-MS	Horz(CT) 0.16 10 n/a n/a		
	Code IBC2018/TPI2014		Wind(LL) 0.18 15-16 >999 360		
				Weight: 138 lb	FT = 0%

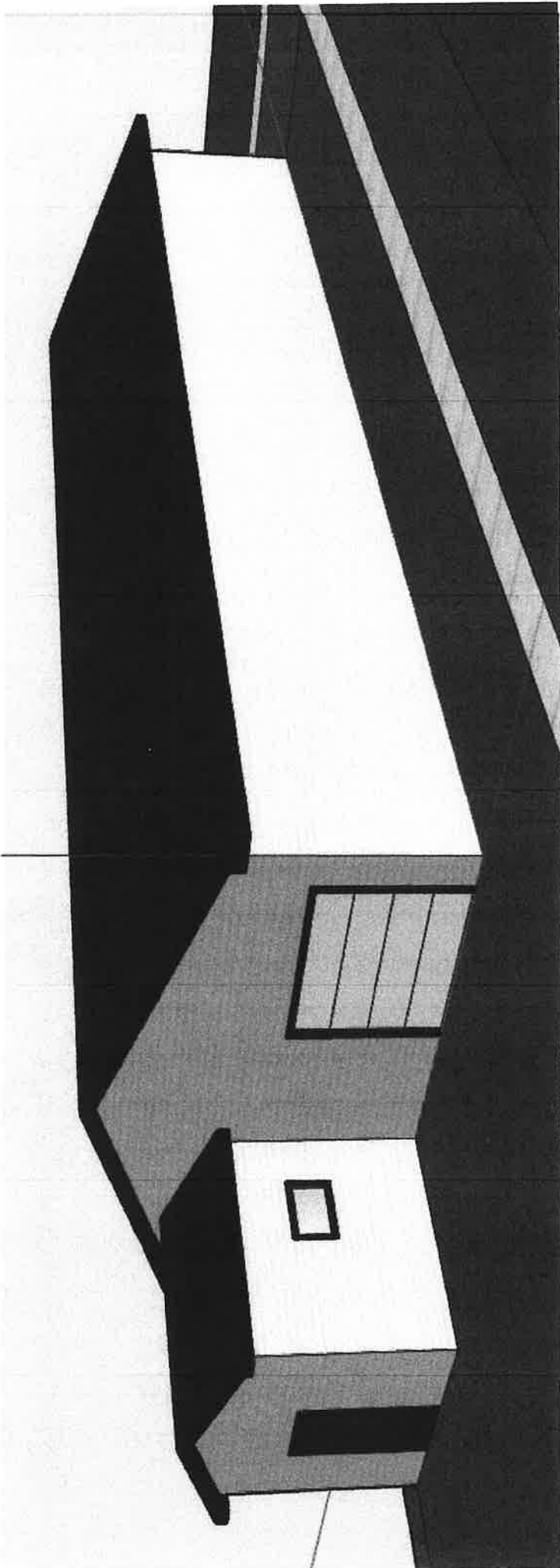
LUMBER-
 TOP CHORD 2x6 SPF No.2
 BOT CHORD 2x4 SPF 2100F 1.8E
 WEBS 2x4 SPF No.2

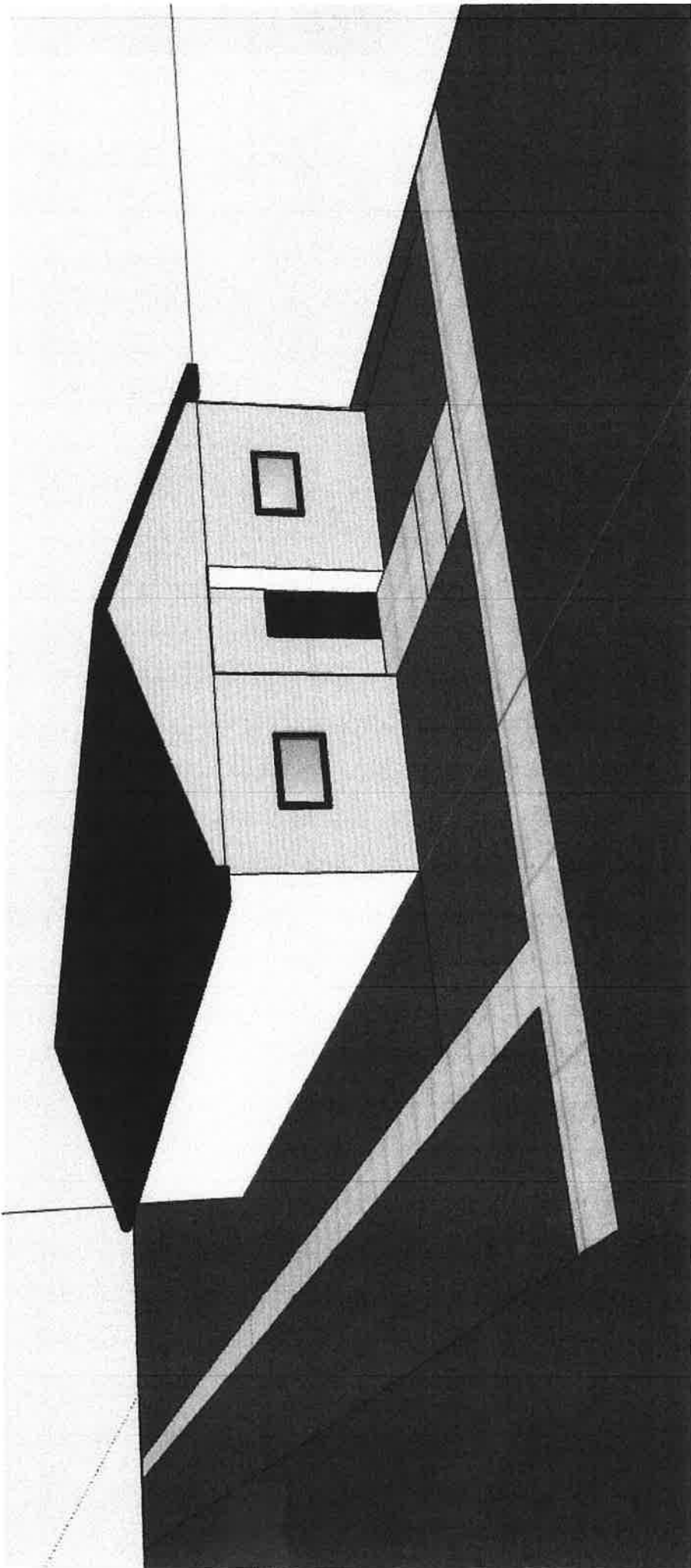
BRACING-
 TOP CHORD 2-0-0 oc purlins (2-9-4 max.).
 BOT CHORD Rigid ceiling directly applied or 6-8-8 oc bracing.

FORCES. (lb) - Max. Comp./Max. Ten. - All forces 250 (lb) or less except when shown.
 TOP CHORD 2-3=-5581/1445, 3-23=-5259/1403, 4-23=-5186/1404, 4-5=-5175/1412, 5-6=-4218/1142, 6-7=-4218/1142,
 7-8=-5175/1414, 8-24=-5186/1406, 9-24=-5259/1404, 9-10=-5581/1448
 BOT CHORD 2-16=-1378/5182, 15-16=-1082/4379, 14-15=-701/3340, 13-14=-701/3340, 12-13=-951/4379, 10-12=-1246/5182
 WEBS 3-16=-550/265, 5-16=-253/789, 5-15=-1378/431, 6-15=-378/1504, 6-13=-378/1504, 7-13=-1378/431, 7-12=-254/789,
 9-12=-550/286

- NOTES-**
- 1) Wind: ASCE 7-16; Vult=115mph (3-second gust) Vasd=91mph; TCDL=3.0psf; BCDL=3.0psf; h=30ft; Cat. II; Exp C; Enclosed; MWFRS (envelope) gable end zone; cantilever left and right exposed; end vertical left and right exposed; Lumber DOL=1.33 plate grip DOL=1.33
 - 2) TCLL: ASCE 7-16; Pg=50.0 psf; Ps=39.4 psf (Lum DOL=1.15 Plate DOL=1.15); Is=1.0; Rough Cat C; Partially Exp.; Ce=1.0; Cs=0.94; Ct=1.20; Unobstructed slippery surface
 - 3) Roof design snow load has been reduced to account for slope.
 - 4) Unbalanced snow loads have been considered for this design.
 - 5) This truss has been designed for greater of min roof live load of 20.0 psf or 2.00 times flat roof load of 42.0 psf on overhangs non-concurrent with other live loads.
 - 6) Dead loads shown include weight of truss. Top chord dead load of 5.0 psf (or less) is not adequate for a shingle roof. Architect to verify adequacy of top chord dead load.
 - 7) This truss has been designed for a 10.0 psf bottom chord live load nonconcurrent with any other live loads.
 - 8) Provide mechanical connection (by others) of truss to bearing plate capable of withstanding 743 lb uplift at joint 2 and 743 lb uplift at joint 10.
 - 9) This truss is designed in accordance with the 2018 International Building Code section 2306.1 and referenced standard ANSI/TPI 1.
 - 10) Graphical purlin representation does not depict the size or the orientation of the purlin along the top and/or bottom chord.

LOAD CASE(S) Standard





APPLICATION: APPROVED _____ DISAPPROVED _____

**CITY OF LOCKPORT
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: Lockport NY Family Video PHONE: _____

NAME OF APPLICANT: Keystone Novelties Distributors PHONE: 717-740-5611

ADDRESS OR LOCATION OF PROPOSAL: 76 East Ave, Lockport NY 14094

SIZE OF PARCEL OR STRUCTURE: 20x20 Tent

EXISTING ZONING: Commercial

PROPOSED REQUEST Temporary outdoor NY legal fireworks sales from 6/26-

7/5/24

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

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SEQRA:

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PROPERTY OWNER'S SIGNATURE

Nathalie M. M... Property Manager

APPLICANT'S SIGNATURE

[Signature]

PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.



Keystone Fireworks Tents

Keystone Novelties Distributors, LLC

531 N. 4th Street Denver PA 17517 Email: permits@keystonenovelties.com

Main Ph. 717-390-0844, Leasing ex.102, Permits ex.103,

Fax: 717-290-7774

April 10, 2024

City of Lockport
One Locks Plaza
Lockport, NY, 14094

Keystone Novelties is in the process of planning for our annual Fourth of July tent sales. I have included in this package everything that I believe is necessary for the purposes of applying for our permit. Below is an outline of our intended event & supporting documents provided with this submittal.

Location/Hours & Documents:

- **Location of Sale: 76 East Ave, Lockport, NY 14094**
- **Sale Dates: 6/26/2024 through 7/5/2024**
 - Tent is set a few days prior to opening date and removed by July 10th
 - Hours of Operation: 9am to 9pm Daily, 9am to 10:30pm on the 3rd and 4th
- **Application(s) Included: Zoning Review Submittal**
- **Plot Map Diagram: Showing proposed location of tent on the property**
- **Tent Layout: Showing tables and exits**
 - The tent is installed by a professional rental company and will be anchored per manufacturers instruction approximately every ten feet around the tent perimeter.
- **Flame Retardant Certificate: Copy of the tent fabric flame certificate (will be physically located on tent)**
- **Insurance Certificates: Liability &/or Workers Comp insurance certificates**
- **Fees: Check for \$25.00 to pay for the permit. If no check is included, please provide amount due and instructions for prompt payment.**

The tent will be put up a few days in advance and removed as soon as possible after July 5th but no later than July 10th. We post "No Smoking" & "Exit" signs at all egress points and always have a fire extinguisher on hand.

Should you have any questions or if anything has changed for this year, please call me at my permit extension or email me at the listed email address (both located in header).

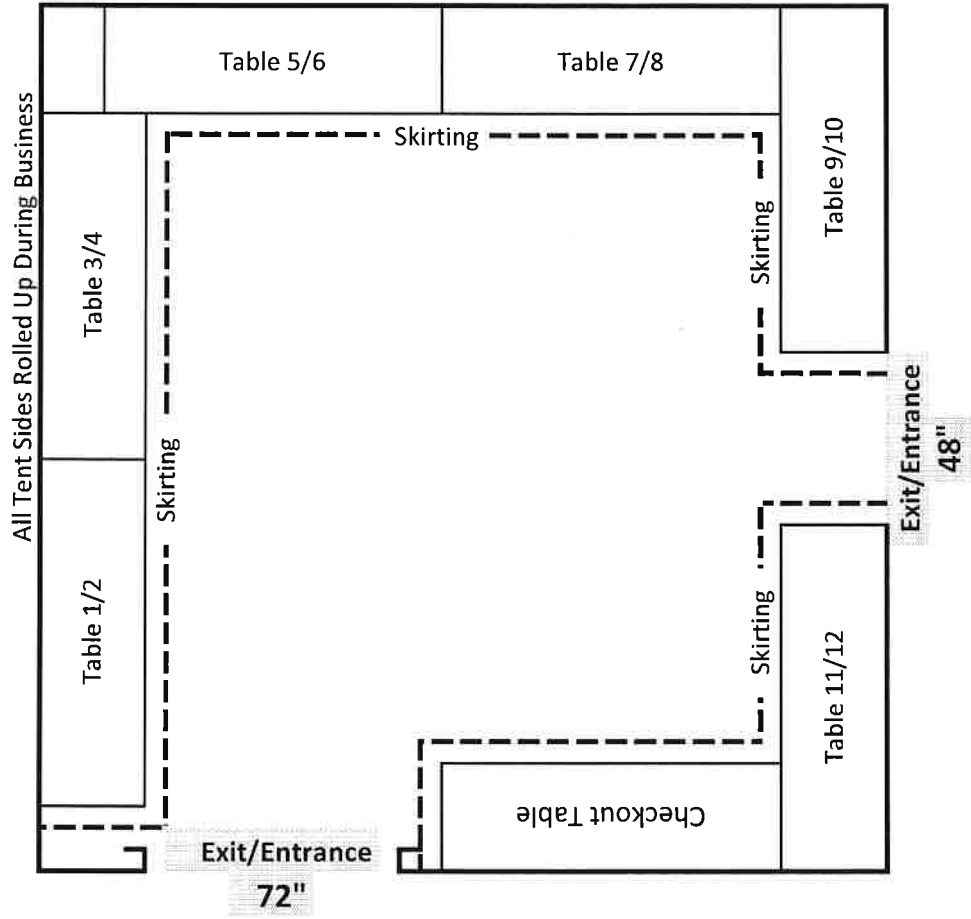
Respectfully,

Alex Mutzabaugh
Field Operations Manager
Keystone Novelties Distributors LLC

2024 Beginning Inventory NY

Item	Total Cartons	Total Units	Item	Total Cartons	Total Units
#10 Color Sparkler	1	48	Magic Color Burst (B1G1)	1	48
#20 Gold Sparkler	1	48	Magic Snakes, Pack of 4	1	36
#8 Gold Sparkler	2	96	Mammoth Smoke	1	100
3D Glasses Packs of 75	1	75	Maximum Overload	0	0
Anniversary Celebration S&S	0	0	Mega Monster Finale	2	8
A Real Doozy	1	36	Mini Mystic Sundae	1	18
Badbass	1	12	Morning Glory, 14"	1	360
Big Dog	4	16	Mystic Sundae	1	8
Big Guns	1	8	Open Flower Happy Bird	1	72
Bite Me	1	8	Party Poppers (B1G1)	1	60
Boss Hog	3	12	Prickly Pete (Give Away)	2	24
Chase the Ace / Desert Moon (not in VA) (B1G1)	1	24	Red Riot (B1G1)	1	36
Crackling Balls (Not ordered as of 1/23)	1	96	Silver Star (B1G1)	1	30
Crackling Crystals	0	0	Smoke Balls - Color	1	180
Cuckoo (B1G1)	1	72	Snappers Adult Large	2	288
Dancing Diamonds (Stinger replacement in 2023)	0	0	Snappers (Keystone brand)	1	300
Deck The Sky	0	0	Spaced Out	2	16
Dragon Slayer Sword	1	60	Tanks with Star	1	240
Fans in the Stands	1	6	Tie Dye Surprise (B1G1)	1	36
Fight Like a Girl	1	6	Tomahawk Rocket Fountain	1	144
Fire and Ice	2	8	Turbo	0	0
Flash Frenzy	0	0	Value Pack Fountain	1	12
Flower Power	1	12	Venus Volcano	1	8
Flying Betsy (not in VA)	1	24	Waterfront Celebration	1	18
Freaky Tiki	2	16	We the People	1	24
Gotham City	0	0	Whirlwind 64 packs per location	0.3	57.6
Ground Blooms, Crackling	1	240	Whispering Willow	1	24
Hand Held Snow Cone	1	48	World of Wonders	2	8
HN 90/Floral Fountains (B1G1)	2	144	Wrath of the Beast	2	12
Jack in the Box	1	20	Assortments		
Jumbo Morning Glory	1	48	Crowd Pleaser (CT)	2	24
Jumping Jacks	1	20	Heavyweight Champion	2	12
Killer Bees	1	48	High Voltage	3	9
Lady Liberty Fountain	1	16	Jackpot! (CT)	2	16
Lighthouse	0	0	Larger Than Life	3	6
Lightning Rod Candles	1	96	Mega Monster	3	3
Lil' Big Shot	0	0	Wild Card	3	12
Extras					
5lb Extinguisher			1 Small & 1 Large Sign Holder		
Water Extinguisher			Trays		
8 Baskets			Banners		
2 Pennants			Lowest Prices Sign (w/ holder)		
Paper Bags					
Received By: _____			Tent #: _____		

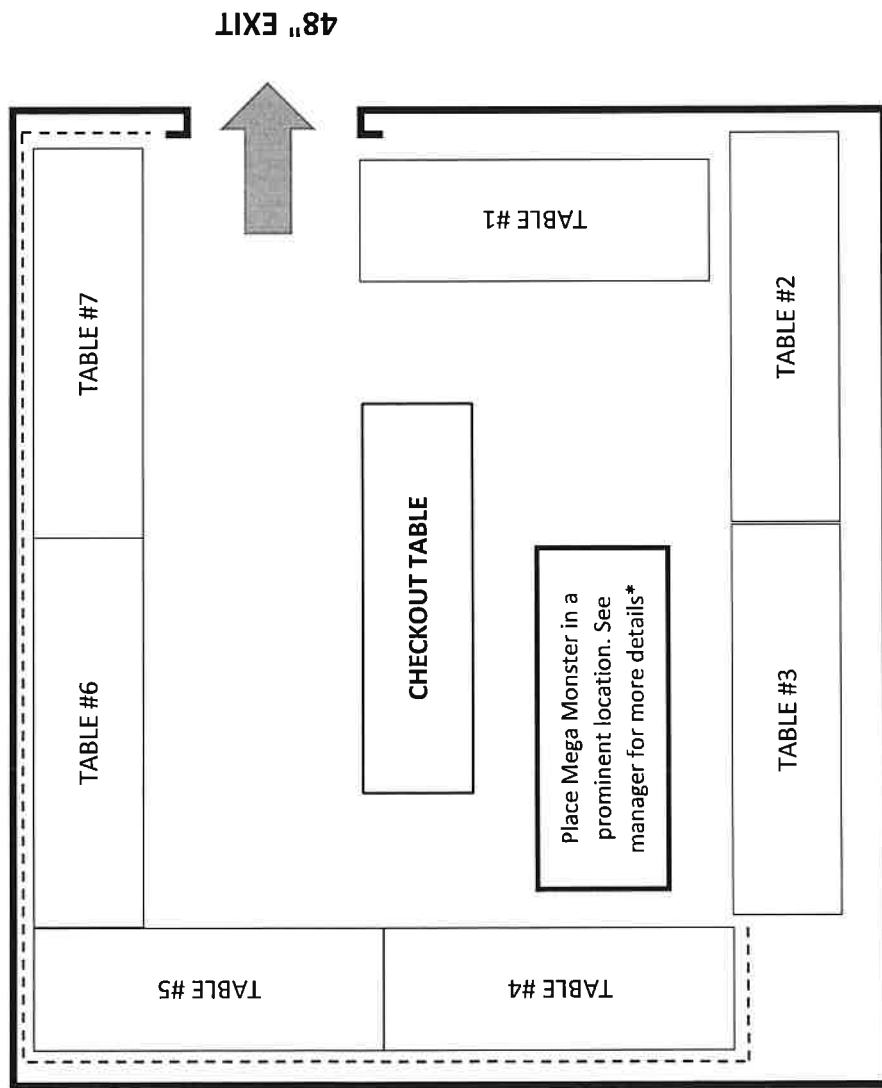
20x20 (2) Exit



20x20 Tent Layout

Outside Shopping Only

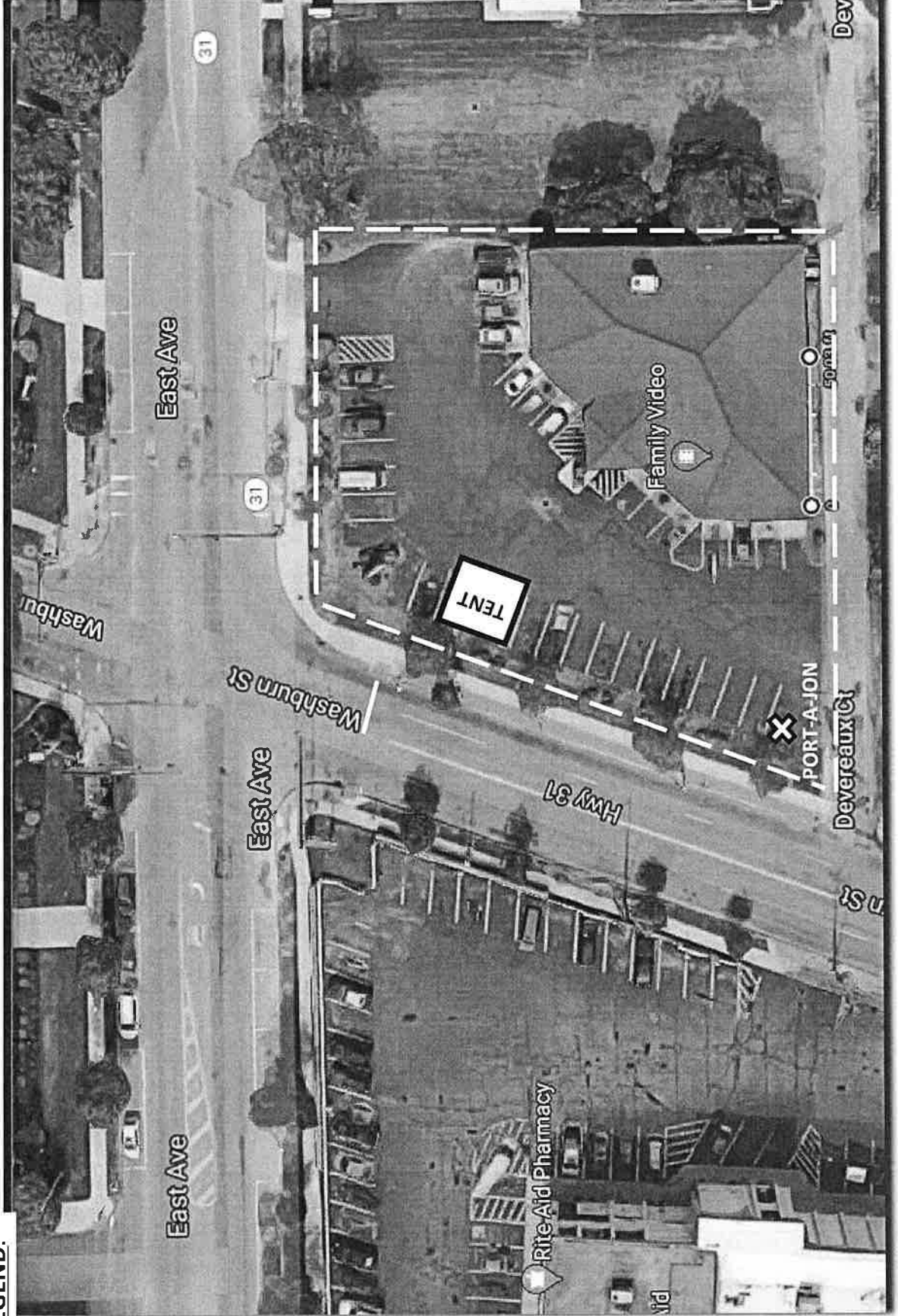
ALL TENT SIDES ROLLED UP WHILE OPEN FOR BUSINESS



TENT LOCATION PLOT PLAN LAST SAVED FEBRUARY 20, 2020

- LOCATION NAME: LOCKPORT NY FAMILY VIDEO
- LOCATION ADDRESS: 76 EAST AVE, LOCKPORT, NY 14094
- NOTES: 20X20 TENT STAKED

LEGEND:





LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), made and entered into as of this ____ day of _____ 2024, by and between FAMILY VIDEO MOVIE CLUB, INC ("Licensor"); and KEYSTONE NOVELTIES DISTRIBUTORS, LLC ("Licensee").

WITNESSETH

WHEREAS, Licensor is the owner of certain property know as 76 East Ave, Lockport, NY, ("Property"), and

WHEREAS, Licensee under this Agreement proposes to **lease space within parking lot for the purpose selling fireworks (Exhibit A)**.

WHEREAS, Licensor and Licensee now desire to enter into an agreement whereby such business shall be conducted by Licensee, in the parking lot of Highland Ventures property under such terms and conditions as are hereinafter more particularly set forth.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto do agree as follows:

1. The Licensee is given permission to occupy the License Area for the purpose of selling fireworks, (the "Permitted Use") on the License Area and for no other reason. Should the License Area be used for another purpose, Licensor may revoke and terminate this Agreement immediately, and Licensee shall vacate and surrender the License Area to Licensor immediately upon notification. License Area shall be that area designated by Licensor, upon mutual agreement, and upon Licensee obtaining all necessary permits and municipal approvals, at Licensee's sole cost. Should Licensee violate the agreed upon location of the License Area, Licensor shall notify Licensee and Licensee shall have 24 hours to relocate the License Area as designated by Licensor. If Licensee does not cure within 24 hours, Licensor may terminate and revoke this License Agreement immediately. If Licensee shall drill into the parking lot surface, Licensee shall seal the holes at Expiration. If the holes are not sealed, Licensee will be charged a \$750 fine. Any damage to Property, parking lot or surrounding areas caused by Licensee shall be the responsibility of Licensee to repair. Licensee shall secure at its sole cost and expense from all the appropriate authorities, all licenses and/or permits necessary to conduct the permitted use on the License Area. Licensee agrees hereby to comply with all applicable laws, rules, codes and/or other regulation governing such operation; obtain any and all necessary consents or approvals, and to display same as required by any law, rule, code, or regulations of any administrative or regulatory body, state, or federal agency, or other such body. Any fee, fine, cost, levy, or other such charge resulting from the failure of Licensee to obtain and/or display any such items shall be the sole responsibility of Licensee. Failure to pay any such charge shall be a default under this Agreement. If such charge remains unpaid for a period of ten (10) days, then Licensor may terminate this Agreement. Licensor makes no representation as to the availability of permits, and Licensor shall have no liability to Licensee in the event Licensee is unable for any reason to obtain permits. Further, in the event Licensee is unable for any reason to obtain all licenses and/or permits necessary to operate on the License Area, Licensor can revoke and terminate this Agreement

immediately, and Licensee shall vacate the License Area immediately upon notification. **If city denies permits or Licensee cannot procure staff, license fees shall be returned by Licensor.**

2. The term of the Agreement shall begin June 15, 2024 and expire July 15, 2024 ("Term"). **Licensor and Licensee may terminate at any time for any reason deemed necessary.**
3. In consideration of the privilege granted and conceded by the Licensor, Licensee shall pay a \$200.00 administration fee per location and \$2,300.00 License Fee per location, due June 10, 2024. The Premises must be returned in the same condition as it was on the Commencement date. All checks and correspondence to be sent to: **FVMC, INC, Attn: Accounting, 2701 W Lawrence Ave, Ste A, Springfield, IL, 62704. Please memo the account with Location ID: Keystone Novelties (#518).**
4. Licensee shall provide their own utilities and pay during the Term hereof all electrical, water, gas, telephone and other public or private utility charges in connection with its occupancy and use of the License Area, including all costs of operating and maintaining all equipment therein, all business licenses, and similar permit fees.
5. Licensee hereby agrees and covenants that the License Area will be kept clean at all times, free of any trash or debris. If Licensee shall fail to maintain the License Area in a clean manner, Licensor shall have the right to clean the License Area after five (5) days written notice to Licensee. Licensor shall then be permitted to invoice Licensee for all costs incurred and to add a fifteen percent (15%) administrative fee to such costs. Licensee shall pay such invoice within five (5) days of its receipt of this Agreement shall immediately terminate, and Licensee shall vacate and surrender the License Area to Licensor.
6. Licensee hereby agrees and covenants that said Permitted Use will not create excessive noise; and in the event that complaints arise due to excessive noise, then Licensee shall eliminate the source thereof. If Licensee fails to cure within twenty-four (24) hours of notification, Licensor can revoke and terminate this Agreement immediately, and Licensee shall vacate and surrender the License Area to Licensor immediately upon notification. **LICENSEE SET UP MAY NOT HINDER TRAFFIC FLOW, DELIVERIES VIA TRUCK AND TRAILER, OR OPERATION OF OTHER RETAIL TENANTS.**
7. Licensee hereby agrees and covenants that all items ("Property") placed in or on the License Area by Licensee, its employees, agents, or invitees of Licensee, or any occupant of the License Area, will be removed from the License Area as soon as practicable following termination of this Agreement, but in no event later than five (5) days following termination of this Agreement. If Licensee fails to remove the Property within five (5) day period, Licensor shall have the right to remove the Property from the License Area. Such Property shall become the sole and personal property of Licensor and Licensor may dispose of it at its discretion. Licensee is allowed to occupy **the area highlighted on Exhibit A.** If Licensee shall need and is approved for additional parking spaces, an additional rental fee will be due, payable in advance upon execution.
8. Upon termination of the Agreement, Licensee shall leave the License Area broom clean in the same condition as at the commencement of the term hereof, reasonable wear and tear accepted.


Licensee further agrees and covenants that it will remove all property and clean the License Area (including sweeping of its area of the parking lot) at Licensee's sole expense, and Licensor shall not be required to do any work whatsoever. If Licensee shall drill into the parking lot surface, Licensee shall seal the holes at Expiration. If the holes are not sealed, Licensee will be charged a \$750 fine. Within 30 days of termination, Licensee shall submit sales report to Highland Ventures.

9. Licensee hereby agrees and covenants that Licensee at all times will indemnify and save, protect, defend and hold harmless the Licensor and the Premises of, from, and against any all liability, cost, and damage or expense, including reasonable attorney's fees and costs, and any fines whatsoever which may arise or be claimed against the Licensor or the Premises by any person or persons for any loss, injury, damage, or death of any person, or property whatsoever arising from or out of the business, operations, use, or occupancy of the License Area by Licensee, the Licensee's agents, employees, or servants, or arising from or in connection with any other act or omission of Licensee.
10. All Property belonging to Licensee, employees, agents, or invitees of Licensee, or any occupant of the License Area, and on Licensor's Premises, shall be at the risk of Licensee or other person only, and Licensor shall not be liable to damage thereto or theft or misappropriation thereof, provided, however, that should Licensee fail to remove such property, pursuant to Paragraph 8 above, such property shall be disposed of by Licensor without obligation to Licensee.
11. Notwithstanding anything contained herein to the contrary, Licensor may lease space in the exclusive area to any Hoogland Family Business or Interest and the sale by such entity of any like product or service shall not be a breach of this License Agreement. Licensor reserves the right to terminate this License Agreement upon written notice to the Licensee. Licensor reserves the rate to adjust annual fees owed. Termination can be issued for any reason deemed necessary by the Licensor/Landlord.
12. Licensee will carry and keep in force, at its own expense, Comprehensive General Liability insurance with companies licensed to do business in this State, in an amount not less than \$1,000,000 single limited personal injury and property damage. All policies of insurance shall be considered primary of any existing, similar insurance carried by Licensor. Licensee shall furnish Licensor with a Certificate of Insurance showing Licensor as additional insured. To the maximum extent permitted by insurance policies that may be owned by Licensor or Licensee, Licensee or Licensor and their respective insured, for the benefit of each other, waive any and all rights of subrogation that might otherwise exist.
13. **Licensee is required to submit proof of insurance with payment.** Please remit payments no later than June 10, 2024.

IF LICENSOR HAS OVERLOOKED A USE RESTRICTION BY THE CITY, TOWNSHIP or FELLOW TENANT, LICENSEE WILL BE GIVEN NOTICE TO DISCONTINUE OPERATIONS AND VACATE UPON NOTICE.

IN WITNESS WHEREOF, the respective parties hereto have caused this Agreement to be duly executed as of the date first herein written.

LICENSEE


04/10/2024

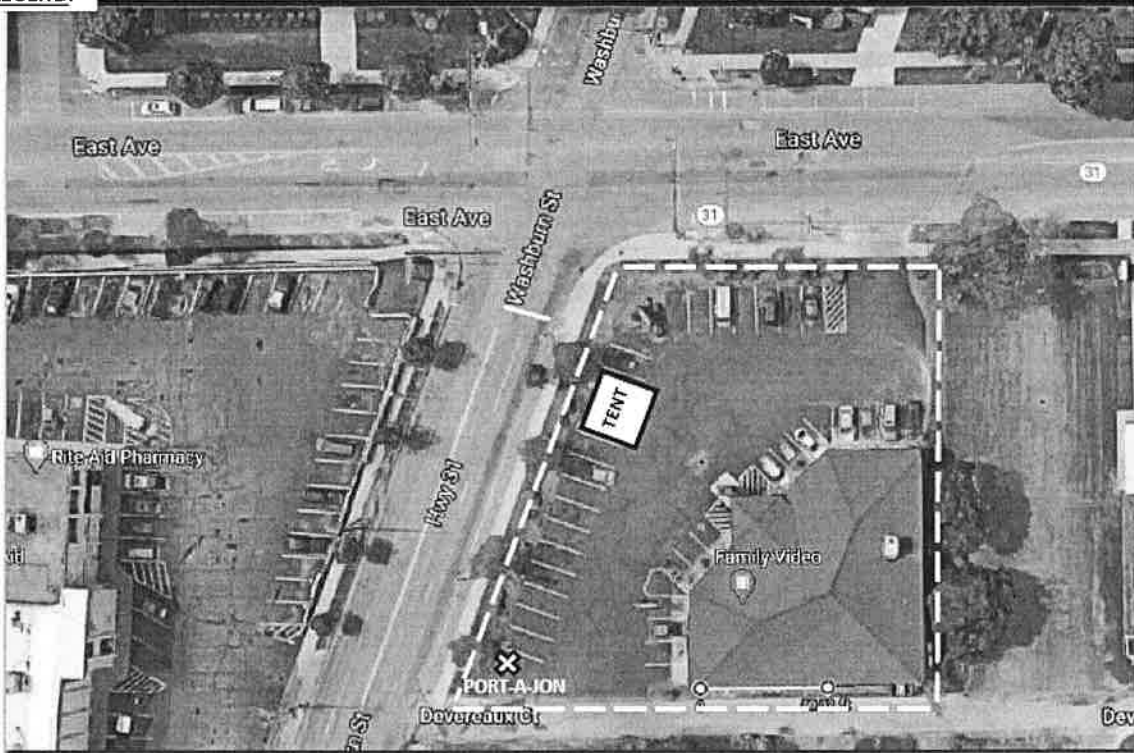
KEYSTONE NOVELTIES DISTRIBUTORS, LLC
Rick Seery
531 N 4th Street
Denver , PA 17517
RSeery@keystonenovelties.com
717-394-1078

LICENSOR

Legacy Commercial Property-
FAMILY VIDEO MOVIE CLUB, INC
c/o Legacy Commercial Property
2500 Lehigh Ave
Glenview, IL 60026-8027
847-904-9201

EXHIBIT A – SITE PLAN

LEGEND:



APPLICATION: APPROVED _____ DISAPPROVED _____

**CITY OF LOCKPORT
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: Lockport Town & Country Club PHONE: 716-433-5969

NAME OF APPLICANT: Jim Knapp (Mulvey Const.) PHONE: 716-434-1404

EMAIL ADDRESS: jknapp@mulveyconstruction.com

ADDRESS OR LOCATION OF PROPOSAL: 717 East Avenue

SIZE OF PARCEL OR STRUCTURE: 50acre/19,000sf

EXISTING ZONING: RA

PLEASE CHECK WHICH OF THE FOLLOWING IS BEING APPLIED FOR:

Site Plan Review _____ Special Use Permit _____ Home Occupation _____

Alteration to existing building X Rezoning _____ Other _____

PROPOSED REQUEST

Construct a new enclosed entryway for the Grill room portion of the club. This will be attached to the existing exterior entrance to the room. Exterior work will include a new handicap access ramp

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.
2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEORA:

This proposal constitutes a: () Type I, () Type II, () Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: () yes, no; a copy of this determination is attached () yes, no.

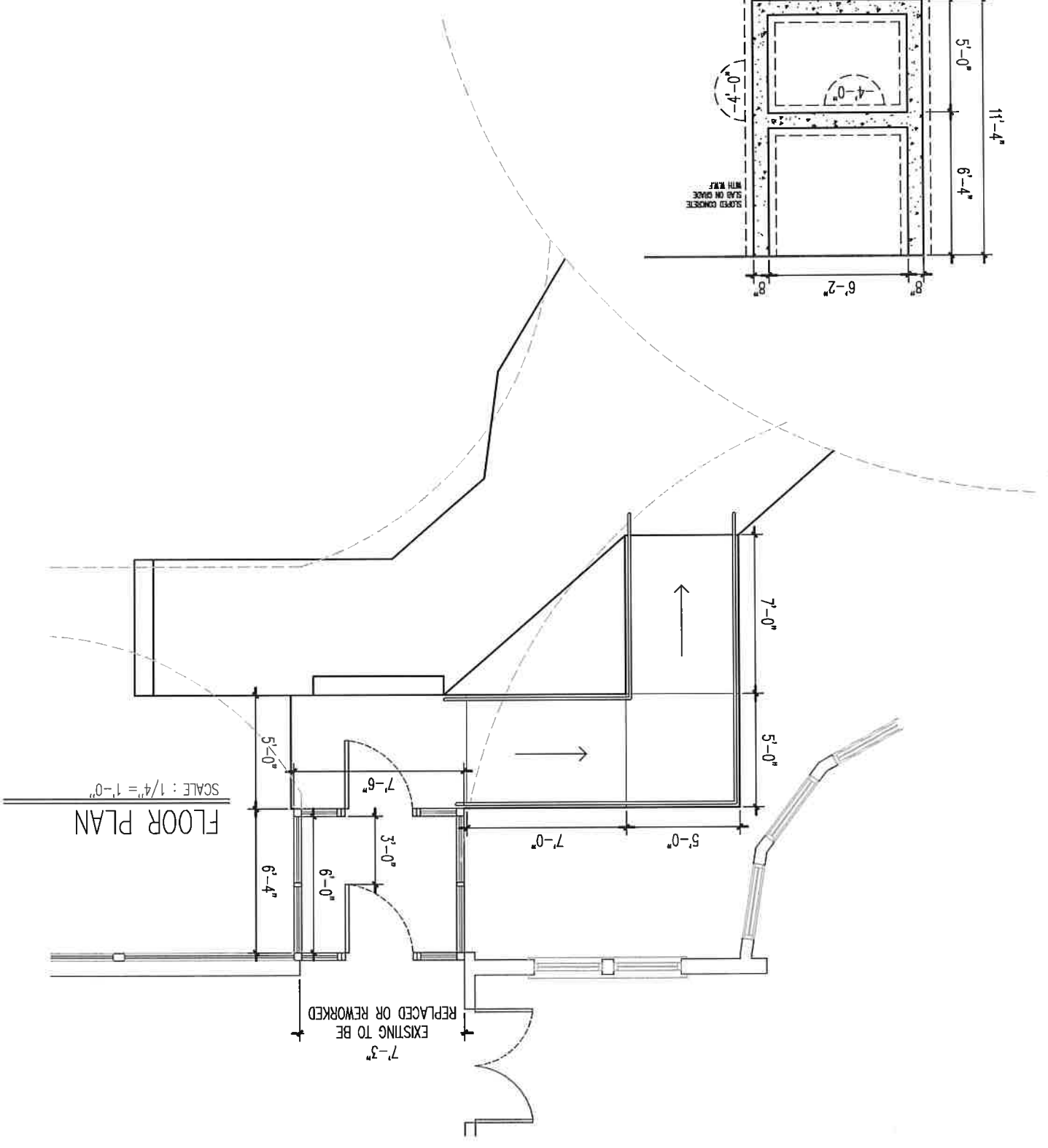
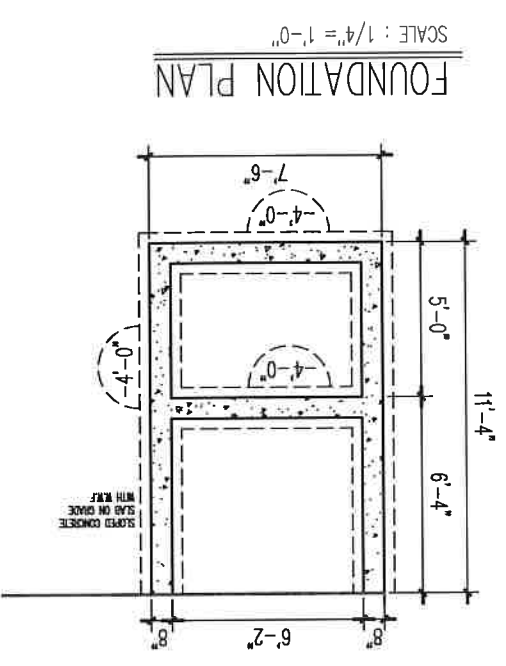
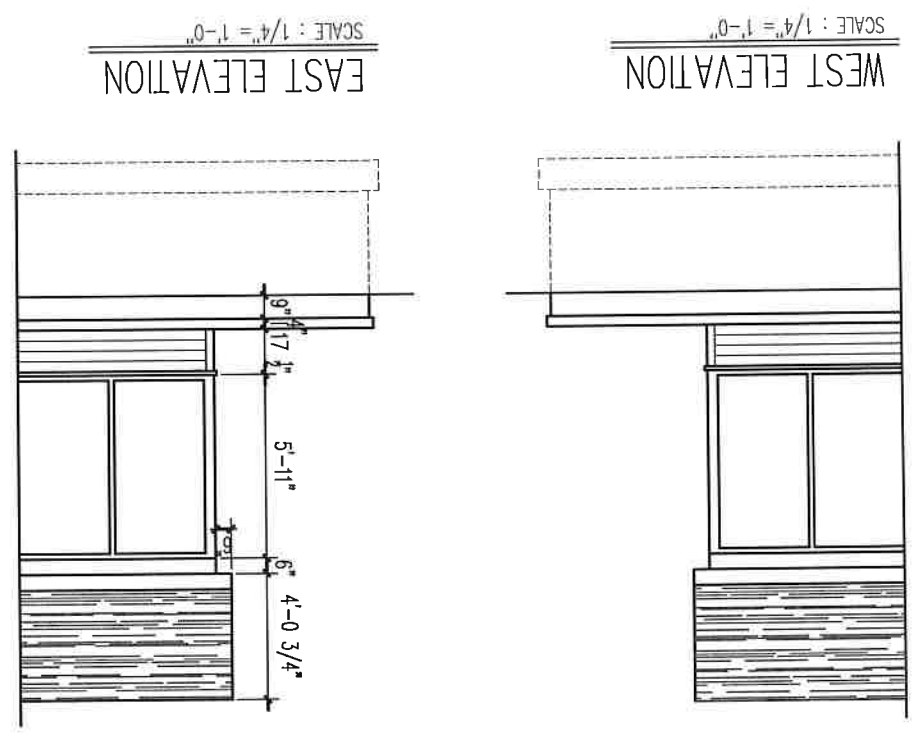
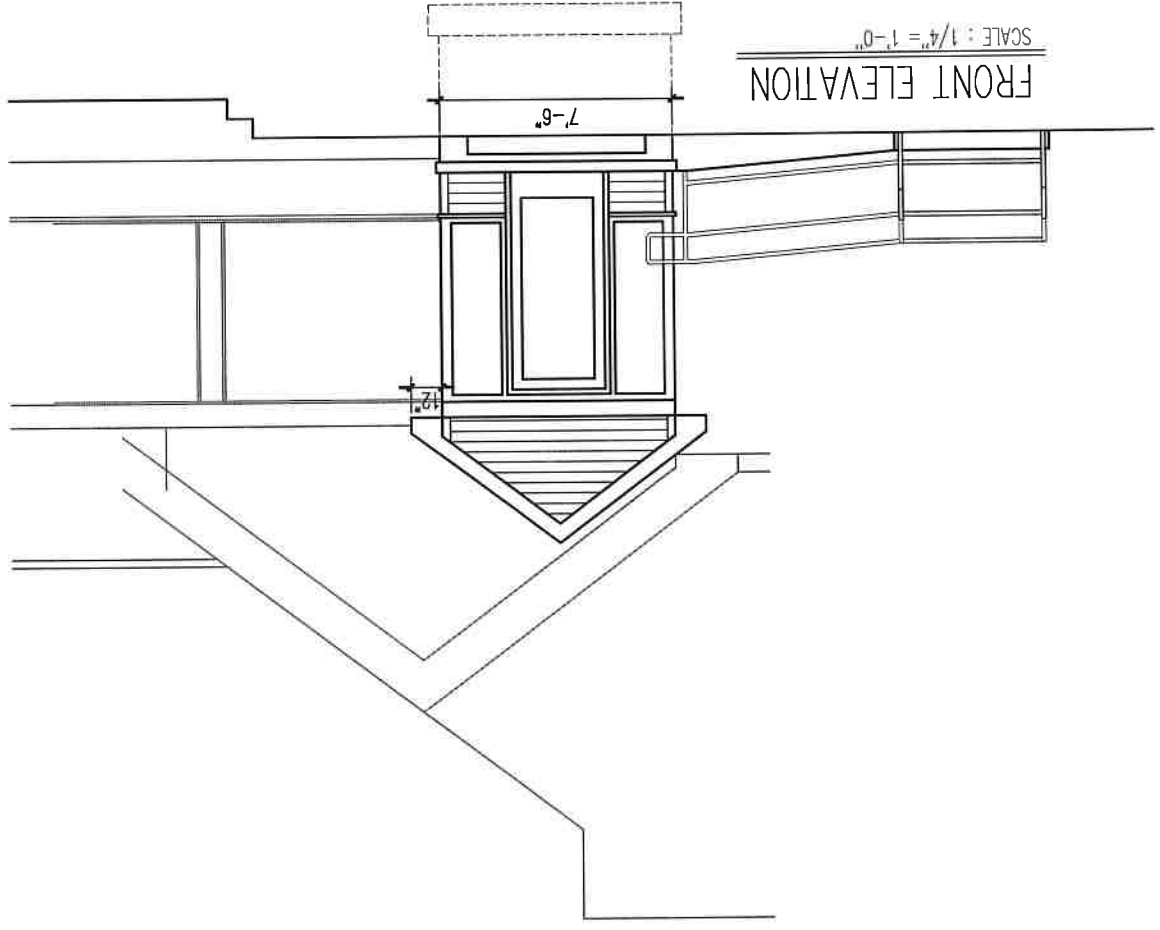
PROPERTY OWNER'S SIGNATURE _____

APPLICANT'S SIGNATURE _____

PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.

Fees:

- Site Plan review- \$25
- Special Use Permit- \$100 application, \$50 yearly renewal
- Home Occupation- \$100 application, \$50 yearly renewal
- Alteration to existing building- \$25
- Rezoning- \$100 or \$50 per half acre (whichever is greater)
- Subdivision request- \$200



SK-1
DRAWING NUMBER

DATE: 01/02/24
PROJECT NO.: XXX
DRAWN BY: G.A.V.

LOCKPORT TOWN & COUNTRY CLUB
GRILL ROOM ENCLOSED ENTRANCE

PLANS & ELEVATIONS

APPLICATION: APPROVED _____ DISAPPROVED _____

**CITY OF LOCKPORT
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: Zeton US Properties, Inc. (Zeton) PHONE: 905-632-3123

NAME OF APPLICANT: Nussbaumer & Clarke, Inc. PHONE: 716-827-8000

EMAIL ADDRESS: rpidanick@nussclarke.com

ADDRESS OR LOCATION OF PROPOSAL: 115 Oakhurst St., Lockport, NY

SIZE OF PARCEL OR STRUCTURE: 0.59 +/- acres

EXISTING ZONING: I-2 Light Industrial / I-3 Heavy Industrial

PLEASE CHECK WHICH OF THE FOLLOWING IS BEING APPLIED FOR:

Site Plan Review X Special Use Permit _____ Home Occupation _____

Alteration to existing building _____ Rezoning _____ Other _____

PROPOSED REQUEST

Zeton is seeking to amend their approved Site Plan to include a 0.59± ac parcel purchased from adjoining owner, Mason Miller, at 646 Niagara St. for the purpose of creating an additional driveway connection from their property at 115 Oakhurst St. Zeton will merge the acquired property into 115 Oakhurst St. as depicted on Exhibit DR-1. Zeton has received Site Plan approval and a Negative Declaration pursuant to SEQRA, to build a 16,000-sf industrial warehouse / office building on a 7.24± acre parcel. Site work is currently under construction.

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.
2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEQRA:

This proposal constitutes a: () Type I, () Type II, (X) Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: (X) yes, () no; a copy of this determination is attached () yes, (X) no.

PROPERTY OWNER'S SIGNATURE

Leisl Outkedin-Faller

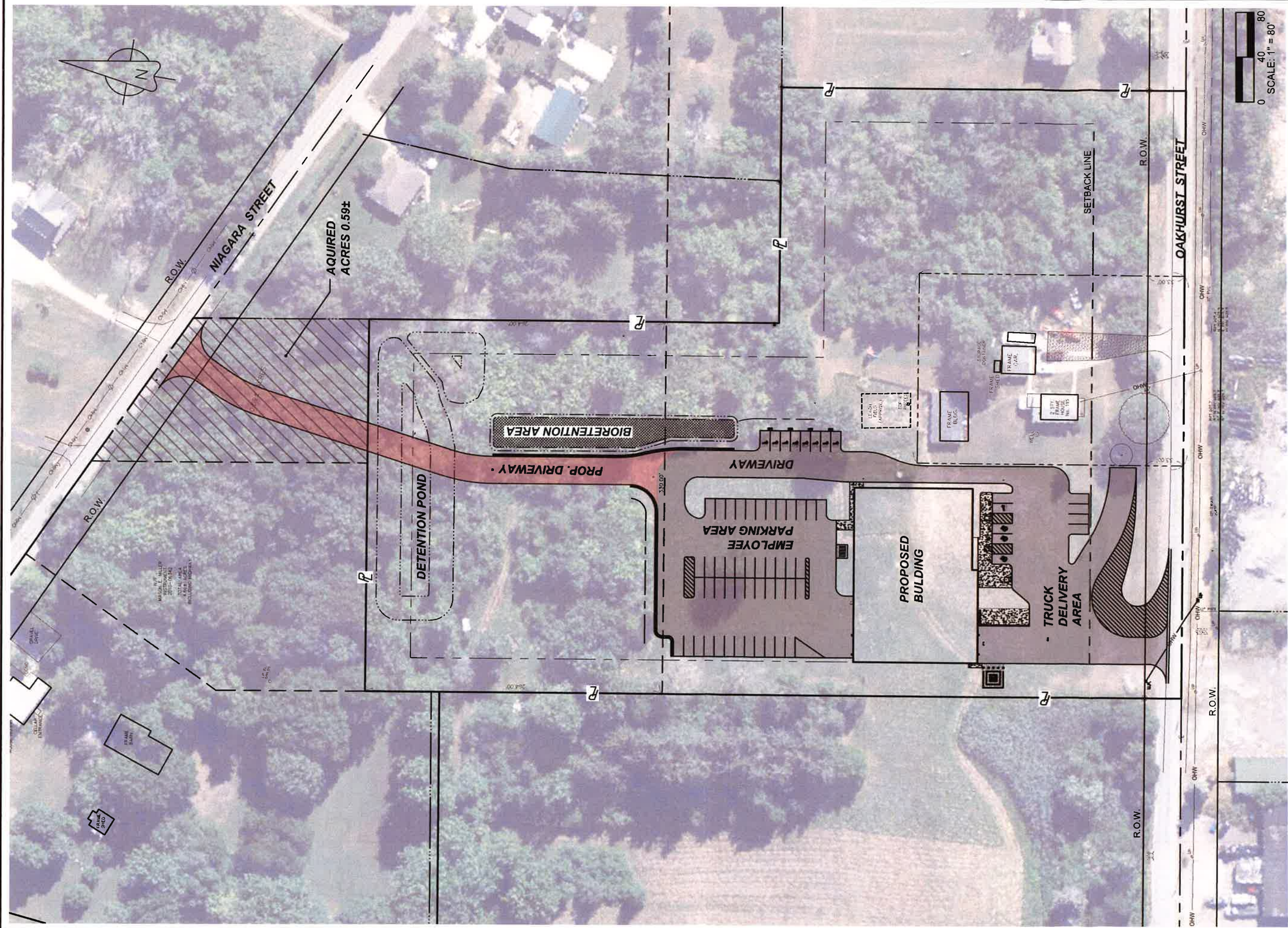
APPLICANT'S SIGNATURE

Robert J. Padanich

PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.

Fees:

- Site Plan review- \$25
- Special Use Permit- \$100 application, \$50 yearly renewal
- Home Occupation- \$100 application, \$50 yearly renewal
- Alteration to existing building- \$25
- Rezoning- \$100 or \$50 per half acre (whichever is greater)
- Subdivision request- \$200



1556 Lake Shore Road, Suite 500
 Buffalo, NY 14219
 (716) 827-8000 | (716) 826-7058 fax
 www.nussbaumer.com

ZETON US PROPERTIES, INC.
DRIVEWAY EXTENSION TO NIAGARA STREET
 115 OAKHURST STREET
 CITY OF LOCKPORT
 NIAGARA COUNTY, NEW YORK

EXHIBIT
DR-1
 APRIL 24, 2024
 PROJECT NO. 22J1-0106

APPLICATION: APPROVED _____ DISAPPROVED _____

**CITY OF LOCKPORT
PLANNING BOARD APPLICATION**

DESCRIPTION OF PROPOSED REQUEST:

NAME OF PROPERTY: 646 Niagara St. PHONE: _____

NAME OF APPLICANT: Nussbaumer & Clarke, Inc. PHONE: 716-827-8000

EMAIL ADDRESS: rpidanick@nussclarke.com

ADDRESS OR LOCATION OF PROPOSAL: 646 Niagara St., Lockport, NY 14094

SIZE OF PARCEL OR STRUCTURE: 4.66 +/- acres

EXISTING ZONING: Residential

PLEASE CHECK WHICH OF THE FOLLOWING IS BEING APPLIED FOR:

Site Plan Review Special Use Permit _____ Home Occupation _____

Alteration to existing building _____ Rezoning _____ Other _____

PROPOSED REQUEST

Mason E. Miller, record owner of a 4.66 ± acre parcel at 646 Niagara St., City of Lockport, is under contract to sell a 0.59± acre parcel of his land to adjoining owner Zeton US Properties, Inc. for their private use. The 0.59± acre parcel is depicted on the attached survey map prepared by Nussbaumer & Clarke, Inc., Project No. 22J2-1432B, dated April 16, 2024. The newly formed 0.59± acre parcel will be merged with 115 Oakhurst St.

REQUIRED ENCLOSURES:

In order to provide the City Planning Board with adequate information on which to base its decision, this application will not be heard unless the following information is submitted ten (10) days prior to the meeting by no later than 1 p.m.

1. Adequate description of proposal.
2. Survey of property affected, together with a Plot Plan which shows the distance to nearest intersection, proposed physical layout of the property including any existing or proposed structures, traffic access patterns, parking arrangements, walls, fences or other buffers and signs.

SEQRA:

This proposal constitutes a: () Type I, (X) Type II, () Unlisted action as per the provisions of the State Environmental Quality Review Act. A determination of environmental significance has been made: () yes, (X) no; a copy of this determination is attached () yes, (X) no.

PROPERTY OWNER'S SIGNATURE

Robert J. Tidonick (As Agent for Owner)

APPLICANT'S SIGNATURE

Robert J. Tidonick

PLEASE NOTE YOU OR A REPRESENTATIVE ARE TO BE PRESENT AT THE MEETING TO PRESENT YOUR PROJECT TO THE BOARD.

Fees:

- Site Plan review- \$25
- Special Use Permit- \$100 application, \$50 yearly renewal
- Home Occupation- \$100 application, \$50 yearly renewal
- Alteration to existing building- \$25
- Rezoning- \$100 or \$50 per half acre (whichever is greater)
- Subdivision request- \$200

MASON E. MILLER
646 Niagara Street
Lockport, New York 14094

April 9, 2024

 *Mason Miller* Megan Brewer

Inspection Data Coordinator / Zoning Officer
City of Lockport
Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094

Re: **Letter of Authorization**
Land subdivision
Mason Miller
646 Niagara Street
City of Lockport, New York, 14094

Dear Ms. Brewer:

Mason Miller, as the record owner of property located at 646 Niagara Street, City of Lockport, hereby authorizes Robert Pidanick of Nussbaumer & Clarke, Inc., to seek all required approvals regarding the portion of the property that I am requesting be subdivided is +/- .59 acres and is depicted on the attached property survey prepared by Nussbaumer & Clarke, Inc. dated February 12, 2024, Project 22J2-1432B.

This subdivided parcel would subsequently be merged with the adjacent parcel owned by ZETON US PROPERTIES INC. as soon as possible.

Sincerely,

 *Mason Miller*

Mason Miller,

