

# NCIDA

## APPLICATION FOR ASSISTANCE

### NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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Each applicant seeking assistance must complete the accompanying application material which includes the Application for Assistance and Environmental Assessment form. A non-refundable application fee of \$1,000.00 must be included with this application, payable to the Niagara County Industrial Development Agency. Every project seeking NCIDA assistance must use best efforts to use local labor for the construction of new, expanded or renovated facilities.

Please answer all questions. Use "none" or "not applicable" where necessary. Information in this application may be subject to public review under New York State Law, except for information that is considered deniable by the Freedom of Information Law. This form is available online at our web page at [www.nccedev.com](http://www.nccedev.com).

#### I. APPLICANT DATA

A.

APPLICANT NAME Shree Ganpati, LLC

ADDRESS 6621 Niagara Falls Blvd.

CITY/STATE/ZIP Niagara Falls, NY 14304

B. **APPLICANT'S OFFICER RESPONSIBLE FOR COMPLETING THIS APPLICATION**

NAME Harshadkumar Shah

TITLE Managing Partner

MAILING ADDRESS 6621 Niagara Falls Blvd.

CITY/STATE/ZIP Niagara Falls, NY 14304

TELEPHONE 716-283-3839

FAX 716-236-0586

E-MAIL nybudgethost@yahoo.com

APPLICANT'S TAX ID NUMBER 74-3165741

- C. **BUSINESS TYPE**
- Sole Proprietorship
  - Partnership
  - Privately-held Corporation
  - Public Corporation
  - Not-for-Profit Corporation
  - LLC
  - Other

D. **STATE OF INCORPORATION:**

NY

- E. **IS APPLICANT AUTHORIZED TO DO BUSINESS IN NEW YORK STATE?**  Yes  No

F. **PRINCIPAL STOCKHOLDERS** (Owners of 20% or more of Stock Outstanding)

| <u>Name</u>       | <u>%</u> | <u>Corporate Title</u> |
|-------------------|----------|------------------------|
| Harshadkumar Shah | 50%      | Managing Partner       |
| Kaminiben Shah    | 50%      | Secretary Partner      |

G. **Has the Applicant (or any related entity) received previous NCIDA assistance?**

- Yes  No

If yes, please give year(s) and project location

H. **APPLICANT'S LEGAL COUNSEL**

FIRM NAME Giove Law Office, P.C.

ADDRESS 727 Main St. - Suite 200

CITY/STATE/ZIP Niagara Falls, NY 14301

TELEPHONE 716-298-9730

ATTORNEY'S NAME Rodney A. Giove

E-MAIL rag36@aol.com

## II. PROJECT & OCCUPANCY DATA

### A. LOCATION OF PROPOSED PROJECT FACILITY

ADDRESS 6621 Niagara Falls Blvd., Niagara Falls, New York

PRINCIPAL USE Motel (NACIS # 721110)

SBL # 160.11-2-3

ZONING C3 - Commercial

### B. INDICATE MUNICIPAL JURISDICTION

TOWN NA

VILLAGE NA

CITY Niagara Falls

SCHOOL DISTRICT Niagara Falls Central School District

### C. CURRENT OWNERSHIP OF PROPERTY

CURRENT OWNER Shree Ganpati, LLC

CURRENT ASSESSMENT \$433,200

CURRENT TAXES (ANNUAL) \$26,074 (2014-15)

CURRENT BUSINESS OPERATING AT LOCATION? Budget Host Motel

IF YES, EXPLAIN: The Company operates a Budget Host franchised motel.

D. **Who are the principal user(s) of the facility (the "Company")? If there are multiple users, please indicate on attached sheet. If same as Applicant indicate the "same" below.**

COMPANY NAME Shree Ganpati, LLC

ADDRESS 6621 Niagara Falls Blvd.

CITY/STATE/ZIP Niagara Falls, New York 14304

CONTACT Dharan Shah, General Manager

TELEPHONE 716-930-9399

TAX ID # 74-3165741

% OF FACILITY TO BE OCCUPIED BY COMPANY 100%

E. **Are other facilities or related companies located within New York State:**  Yes  No

LOCATION 9001 Niagara Falls Blvd., Niagara Falls, NY

**If there are other company facilities within the State, will any of these close or be subject to reduced activity?**

Yes  No

F. **Has the company actively sought sites and/or facilities in another country or state?**

Yes  No

If yes, please describe on separate sheet.

G. **Description of project (check one or more)**

- New Construction Sq. Footage \_\_\_\_\_
- Addition to existing facility Sq. Footage 25,000
- Renovation and modernization of existing facility
- Acquisition and modernization of existing facility
- New machinery and equipment Production  Non-Production
- Other (specify) \_\_\_\_\_

- H. **Provide a general narrative description of the project, including history and background on user(s) of the facility. Provide information on (Appendix A) for user(s) of the facility. Describe reasons why this project is necessary and its effect it will have on Applicant. Include site plans, renderings, photos, etc.**

See Attachment A.

### III. COMPANY EMPLOYMENT INFORMATION

- A. **Total current employment within Niagara County is**

FULL-TIME: 5  
(family)

PART-TIME: 3  
(payroll)

**Current Annual Payroll Including benefits**

\$ 14,103 (2014)

- B. **Projected Employment:**

Applicant or principal user(s) must complete Appendix A.

#### IV. EMPLOYMENT IMPACT

Every project seeking NCIDA assistance must use best efforts to use Niagara County labor for the construction of new, expanded or renovated facilities. This requirement includes all project employees of the General Contractor, Subcontractor or sub to a Subcontractor, working on the project. Applicant agrees and understands the obligations herein, and agrees to transmit and convey in a timely fashion this requirement to all applicable contractors, subcontractors, suppliers and materialmen.

A. Will Niagara County contractors and/or subcontractors be utilized for the construction project?

Yes       No

B. What is the estimated number of construction jobs to be created at the project site from

Niagara County: 75      Erie County: NA      Other Areas: NA

## V. APPLICANT PROJECT COSTS AND FINANCING

A. Estimate the costs necessary for the construction, acquisition, rehabilitation, improvement and/or equipping of the project by the applicant.

### Estimated Costs Eligible for Sales Tax Exemption Benefit

|  |                 |
|--|-----------------|
| a. Building Construction or Renovation Costs | a. \$ 1,068,740 |
| b. Sitework                                  | b. \$ 266,260   |
| c. Non-manufacturing Equipment               | c. \$ 0         |
| d. Furniture, Fixtures                       | d. \$ 320,000   |
| e. Other (specify)                           | e. \$ 0         |
| f. <b>Subtotal</b>                           | f. \$ 1,655,000 |

### Estimated Costs Not Subject to Sales Tax

|   |                 |
|---|-----------------|
| g. Land and/or building purchase                      | g. \$ 500,000   |
| h. Manufacturing Equipment                            | h. \$ 0         |
| i. Soft Costs (Legal, Architect, Engineering)         | i. \$ 282,335   |
| j. Other (specify) <i>REFINANCE EXISTING MORTGAGE</i> | j. \$ 400,000   |
| k. <b>Subtotal</b>                                    | k. \$ 1,182,335 |

**Total Project Costs** f & k \$ 2,837,335

B. Indicate how the project will be financed

|                     |                 |
|---------------------|-----------------|
| a. Tax-Exempt IRB   | a. \$           |
| b. Tax-Exempt Bond  | b. \$           |
| c. Taxable IRB      | c. \$           |
| d. Bank Financing   | d. \$ 1,350,000 |
| e. Public Financing | e. \$ 910,000   |
| f. Equity           | f. \$ 577,335   |

**TOTAL SOURCES** \$2,837,335

**Estimated Amount of Mortgage** \$2,160,000

- C. If applicant expects the Tax-Exempt IRB to exceed \$1,000,000, what is the dollar value of "capital expenditures" that the applicant and company, or any related company or person, has expended within the last three years in the municipality in which the proposed project is to be located and expects to expend in that municipality three years after the bond issue?

NA

- D. Has the applicant made any arrangements for the financing of the project?  Yes  No

If so, please specify bank, underwriter, etc.

## VI. PROJECT CONSTRUCTION INFORMATION

- A. What is the proposed commencement date of construction or acquisition of the project?

September 2015

- B. Outline the timetable for the project, indicating when project will be in full use.

April 2016



## VII. REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

- A. Job Listings. In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. First Consideration for Employment: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. Annual Sales Tax Filings: In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.
- D. Annual Employment Reports: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.
- E. Absence of Conflicts of Interest: The Applicant has received from the Agency a list of the members, officers and employees of the Agency. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described: NA.
- F. Local Labor: The Applicant understands that the residents of Niagara County will be providing assistance to the project. The Applicant further understands that every project seeking NCIDA assistance must use best efforts to use Niagara County labor for the construction of new, expanded or renovated facilities. This requirement includes all project employees of the General Contractor, Subcontractor or sub to a Subcontractor, working on the project. Applicant agrees and understands the obligations herein, and agrees to transmit and convey in a timely fashion this requirement to all applicable contractors, subcontractors, suppliers and materialmen.

G. Hold Harmless. Applicant hereby releases Niagara County Industrial Development Agency and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that ~~any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the Applicant.~~ The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with the respect to the Project, then, an in the event, upon presentation of an invoice regarding the same, the Applicant shall pay to the Agency, its age or assigns, all incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

Name of Applicant's Officer Responsible for Completing Application:

(Please Print) HARSHAD KUMAR SHAH  
Signature Shah H S.  
Date of Application 05/08/15

### VIII. ENVIRONMENTAL ASSESSMENT

New York State law requires that an Environmental Assessment Form (EAF) must be completed and submitted along with this application. Attach the EAF which was submitted to the municipality.

## CERTIFICATION

Harshadkumar Shah

**Name of chief executive of the company submitting application**

Deposes and says that he/she is the Managing Partner\_of Shree Ganpati, LLC, the corporation named in the attached application; that he/she has read the foregoing application and knows the contents thereof; that the same is true to his/her knowledge. Deponent further says the reason this verification is made by the deponent and not by Shree Ganpati, LLC, (company name) is because the said company is a corporation. The grounds of deponent's belief relative to all matters in the said application which are not stated upon his/her own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his/her duties as an officer of and from the books and papers of said corporation.

As officer of said corporation (hereinafter referred to as the "applicant") deponent acknowledges and agrees that applicant shall be and is responsible for all costs incurred by the nonprofit Niagara County Industrial Development Agency (hereinafter referred to as the "Agency") acting on behalf of the attached application whether or not the application, the project it describes, the attendant negotiations and ultimately the necessary issue of bonds and/or completion of the lease/leaseback transaction are ever carried to successful conclusion. If, for any reason whatsoever, the applicant fails to act within a reasonable or specified period of time to take reasonable, proper, or requested actions or withdraws, abandons, cancels, or neglects the application or if the Agency or applicant are unable to identify buyers willing to purchase the total bond issue required or facilitate the lease/leaseback transaction, then upon presentation of invoice, applicant shall pay to the Agency, its agents, or assigns all actual costs involved in conduct of the application, up to that date and time, including but not necessarily limited to fees of bond counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the required bond issue or completion of the lease/leaseback transaction, the applicant shall pay to the Agency an administrative fee set by the Agency. The cost incurred by the Agency and paid by the applicant, including bond counsel and the Agency's general counsel's fees and the administrative fee, may be considered as a cost of the project and included as part of the resultant bond issue or lease/leaseback transaction.

Applicant hereby releases Niagara County Industrial Development Agency and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law, that any New York State and local sales and use tax exemption claimed by Applicant and approved by the Agency in connection with the Project may be subject to recapture by the Agency under such terms and conditions as will be set forth in the Agent Agreement to be entered into by and between the Agency and the applicant.

The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with the respect to the Project, then, in the event, upon presentation of an invoice regarding the same, the Applicant shall pay to the Agency, its agent or assigns, all incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

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**Print Name of Chief Executive**

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**Signature**

*Sam H. S.*

### NIAGARA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

#### PROJECTED EMPLOYMENT\*

|  | Full-Time | + | Part-Time | Total | Total Payroll* |
|--|-----------|---|-----------|-------|----------------|
| Total number of employees within Niagara County at the date of Application     | 5         |   | 3         | 8     | 14103          |
| Total number of employees to be directly <u>IMPACTED</u> by the project        | 0         |   | 0         | 0     | 0              |
| ADD: Number of new jobs to be created during the first year after completion:  | 3         |   | 4         | 7     | 68800          |
| <b>Total end of First Year:</b>  | 8         |   | 7         | 15    | 82903          |
| ADD: Number of new jobs to be created during the second year after completion: | 0         |   | 0         | 0     | 0              |
| <b>Total end of Second Year:</b>   | 8         |   | 7         | 15    | 85805          |
| ADD: Number of new jobs to be created during the third year after completion:  | 0         |   | 0         | 0     | 0              |
| <b>Total end of Third Year:</b>  | 8         |   | 7         | 15    | 88808          |
| Estimated Average annual salary of NEW jobs created:                           | 85839     |   |           |       |                |
| Expected high salary of NEW jobs created:                                      | 30000     |   |           |       |                |
| Expected low salary of NEW jobs created:                                       | 4700      |   |           |       |                |

List types of jobs (i.e. production, managerial, clinical, engineering, etc.) to be created.

Assistant manager (1), clerical (2), housekeeper (seasonal part time - 4). Payroll is increased by 3.50% for years two and three

\*Applicant or principal user(s) as noted in Section III B of application (includes benefits)

HARSHADKUMAR SHAH  
Print Name

Harshad K. S.  
Signature

05/08/15  
Date

## **Attachment A: Project Description**

**Statement A: Project Description  
to the Application for Assistance of Shree Ganpati LLC**

**History**

On March 16th, 2006, Shree Ganpati, LLC, a New York limited liability company (the "Company"), acquired the property located at 6621 Niagara Falls Boulevard in the City of Niagara Falls, New York (the "Property"), in an arms length purchase from Osama Abdellatif, for a total purchase price of \$895,000. At the time of the purchase the Property was improved with a Budget Host franchised, 30 room, one story motel and attached 1,103 square foot apartment, a leased, free standing 2,449 square foot restaurant facility, and an elevated, steel pole, billboard sign. The purchase price consisted of \$145,000 in cash with the seller taking back a \$750,000 first mortgage to be repaid over a term of 15 years at an interest rate of 8.500%.

**Ownership**

Shree Ganpati, LLC is owned in equal amounts by Harshadkumar Shah and his wife, Kaminiben Shah. Mr. and Mrs. Shah, together with their family, have operated the facility since its purchase. with Dharan Shah, their son, acting as General Manager. Both Mr., and Mrs. Shah and their immediate family are experienced motel operators and have been active in motel management since 2002. Mrs. Shah holds a BS degree in Commerce from the MS University in India, Mrs. Shah holds an AS degree in Commerce from the KP Commerce College in India, and Dharan Shah holds a BS degree in Mechanical Engineering from the University of Buffalo.

**Proposed Development**

The Company has retained the firm of Jonathan E. Bennett Architecture, P.C. to design a second story addition to the existing facility that will include a closed corridor access to all rooms, indoor pool, lobby and breakfast area, and porte cochere. The Company has completed its application, and been approved, by the City Planning Board (the "Project"). During the Planning Board approval process the Company completed its short form SEQR form and the City has accepted its position as lead agency.

Construction of the Project is scheduled to commence during September 2015 with construction to be completed by April 2016. The Company is in the process of seeking bids from area contractors and expects to have preliminary responses by the end of May 2015.

The Company has discussed the Project financing under the U. S. Small Business Administration's 504 Loan Program with the New York Business Development Corporation ("NYBDC") and will make its determination within the next thirty days.

Answers to questions or additional information regarding the Project can be obtained from:

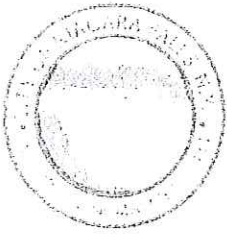
Dharan Shah, General Manager  
Budget Host Inn  
6621 Niagara Falls Blvd.  
Niagara Falls, NY 14304  
Telephone: 716-283-3839  
Fax: 716-236-0586  
E-mail: nybudgethost@yahoo.com

## **Attachment B: Source & Use of Funds**



**Statement B: Source and Use of Funds - SBA 504 Financing  
to the Application for Assistance of Shree Ganpati LLC**

| Project Funds Received                         | Eligible Received      |                | Ineligible/Deferred Received |                | Total Received      |                |
|--|------------------------|----------------|------------------------------|----------------|---------------------|----------------|
|  | Amount                 | % of Total     | Amount                       | % of Total     | Amount              | % of Total     |
| <b>Debt and Other Fund Requiring Repayment</b> |                        |                |                              |                |                     |                |
| First CREM                                     | \$1,350,000            | 50.00%         | \$0                          | 0.00%          | \$1,350,000         | 47.58%         |
| NYBDC  | 810,000                | 30.00%         | 0                            | 0.00%          | 810,000             | 28.55%         |
| NA   | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| NA   | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| NA   | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| NA   | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| Total debt and other                           | \$2,160,000            | 80.00%         | \$0                          | 0.00%          | \$2,160,000         | 76.13%         |
| <b>Grants and Other Funds Received</b>         |                        |                |                              |                |                     |                |
| NFC Development Corp.                          | \$0                    | 0.00%          | \$100,000                    | 72.81%         | \$100,000           | 3.52%          |
| Baymont Key Loan                               | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| NA   | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| NA   | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| NA   | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| Total Grants and Other                         | 0                      | 0.00%          | 100,000                      | 72.81%         | \$100,000           | 3.52%          |
| <b>Equity</b>                                  |                        |                |                              |                |                     |                |
| Cash   | \$40,000               | 1.48%          | \$37,335                     | 27.19%         | \$77,335            | 2.73%          |
| Property                                       | 500,000                | 18.52%         | 0                            | 0.00%          | 500,000             | 17.62%         |
| Total Equity                                   | \$540,000              | 20.00%         | \$37,335                     | 27.19%         | \$577,335           | 20.35%         |
| <b>Total Project Funds Received</b>            | <b>\$2,700,000</b>     | <b>100.00%</b> | <b>\$137,335</b>             | <b>100.00%</b> | <b>\$2,837,335</b>  | <b>100.00%</b> |
| Project Funds Used                             | Eligible Received/Used |                | Ineligible Received/Used     |                | Total Received/Used |                |
|  | Amount                 | % of Total     | Amount                       | % of Total     | Amount              | % of Total     |
| <b>Assets</b>                                  |                        |                |                              |                |                     |                |
| <b>Current Assets</b>                          |                        |                |                              |                |                     |                |
| Working capital                                | \$0                    | 0.00%          | \$35,000                     | 25.49%         | \$35,000            | 1.23%          |
| Inventories                                    | 0                      | 0.00%          | 2,500                        | 1.82%          | 2,500               | 0.09%          |
| Reserve Accounts                               | 96,750                 | 3.58%          | 0                            | 0.00%          | 96,750              | 3.41%          |
| Total Current Assets                           | \$96,750               | 3.58%          | \$37,500                     | 27.31%         | \$134,250           | 4.73%          |
| <b>Fixed Assets</b>                            |                        |                |                              |                |                     |                |
| Land and existing building, net                | \$500,000              | 18.52%         | \$0                          | 0.00%          | \$500,000           | 17.62%         |
| New construction                               | 1,335,000              | 49.44%         | 0                            | 0.00%          | 1,335,000           | 47.05%         |
| F F & E - all areas                            | 320,000                | 11.85%         | 0                            | 0.00%          | 320,000             | 11.28%         |
| Other fixed assets                             | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| Other fixed assets                             | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| Other fixed assets                             | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| Contingencies                                  | 40,150                 | 1.49%          | 0                            | 0.00%          | 40,150              | 1.42%          |
| Total Fixed Assets                             | \$2,195,150            | 81.30%         | \$0                          | 0.00%          | \$2,195,150         | 77.37%         |
| <b>Other Assets</b>                            |                        |                |                              |                |                     |                |
| Franchise costs                                | \$0                    | 0.00%          | \$35,000                     | 25.49%         | \$35,000            | 1.23%          |
| Financing costs                                | 8,100                  | 0.30%          | 64,835                       | 2.40%          | 72,935              | 2.70%          |
| Other assets                                   | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| Other Assets                                   | \$8,100                | 0.30%          | \$99,835                     | 3.70%          | \$107,935           | 4.00%          |
| Total Used for Assets                          | \$2,300,000            | 85.19%         | \$137,335                    | 100.00%        | \$2,437,335         | 85.90%         |
| <b>Debt and Other Uses</b>                     |                        |                |                              |                |                     |                |
| Accounts payable                               | \$0                    | 0.00%          | \$0                          | 0.00%          | \$0                 | 0.00%          |
| Short term debt                                | 0                      | 0.00%          | 0                            | 0.00%          | 0                   | 0.00%          |
| Long term debt                                 | 400,000                | 14.81%         | 0                            | 0.00%          | 400,000             | 14.10%         |
| Total Debt and Other Uses                      | \$400,000              | 14.81%         | \$0                          | 0.00%          | \$400,000           | 14.10%         |
| <b>Total Funds Used</b>                        | <b>\$2,700,000</b>     | <b>100.00%</b> | <b>\$137,335</b>             | <b>100.00%</b> | <b>\$2,837,335</b>  | <b>100.00%</b> |



# City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

December 17, 2014

## NIAGARA FALLS PLANNING BOARD

APPROVAL OF SITE PLAN

Pursuant to action taken by the Niagara Falls Planning Office on the 17<sup>th</sup> day of December 2014, your request is hereby granted.

**NAME OF OWNER:** Shree Ganpati LLC

**ADDRESS OF ACTION:** 6621 Niagara Falls Blvd. Blvd.

**PURPOSE:** Construct second floor on existing Budget Host hotel

This application is hereby granted subject to the attached conditions. Failure to comply with these conditions will result in immediate revocation of any approval associated herein.

DATE: December 17, 2014

  
Richard D. Smith, Chairman  
Niagara Falls Planning Board

**CITY OF NIAGARA FALLS  
NEW YORK**

DATE: December 17, 2014  
TO: FILE  
FROM: Thomas J. DeSantis, Senior Planner  
Planning, Development & Environmental  
RE: **Site Plan Review: 6621 Niagara Falls Blvd**  
**Proposed: Budget Host Inn Addition (Plans dated 6/04/2013)**

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Pursuant to action taken by the Niagara Falls Planning Board on the 17<sup>th</sup> day of December 2014, your request is hereby granted.

- 1) **Environmental Assessment (SEQR):** The Planning Board hereby accepts and adopts the findings of the SEQRA review, finalized and dated 10/09/2014
- 2) **Compliance:** Comply with all applicable State and local building, safety, and health codes. Deviation from or non-compliance with any conditions of this Site Plan approval, shall render this approval null and void
- 3) **Expiry Date:** Applicant shall act to implement and substantially complete the proposed action, as approved, within 18 months from the date of approval. Failure to substantially complete the proposed action shall render this Site Plan Approval null and void unless an extension is granted.
- 4) **Signage:** Signage shall comply with Chapter 1121 of the Codified Ordinances.
- 5) **Storage:** Outside storage of materials shall be screened from view. Proposed dumpster and enclosure shall comply with Section 738.08 of the Codified Ordinances.
- 6) **Landscaping:** Requirement is for nine (9) trees, (1 per 50' frontage plus 1 per 10 parking spaces or part thereof) and a 5' wide landscaped between Niagara Falls Boulevard and any such parking area. The landscaping plan dated 6/04/2013 contains 9 trees shall be accepted as fulfilling the landscaping requirements of Zoning Chapter 1322. Proposed trees shall have a minimum 2" caliper. Planting areas contiguous to the parking lot should be delineated by a "raised-curb" or similar.
- 7) **Parking:** Parking area and associated driveways and access aisles shall be paved and drained to the City sewer system as per City Engineering Department standards and approvals. Minimum parking space dimensions are 9' x 18' per space. Handicapped parking spaces shall be marked and signed in accordance with NYS requirements.
- 8) **Screening:** Site shall be screened with a solid privacy decorative wood (board on board) or a similar "opaque" fencing material. This fence shall be constructed and maintained along those property lines that are contiguous with the residential districts. Such fence shall be reduced to a four-foot height where the fence is aligned with the front yard setback of adjacent residential properties.
- 9) **Lighting:** All exterior site lighting, including wall packs, shall be angled downward only and away from adjacent properties. All fixtures and luminaries shall be of a full cut design and shall be of a type that does not exceed a 90° cutoff angle. Any light standard shall not exceed 25' in height. Lighting details shall be provided as part of construction drawings.

- 10) **Right-of-Way:** Sidewalks shall be maintained (or re-constructed) along Niagara Falls Blvd, 67<sup>th</sup> Street and Pine Court. Improvements undertaken by the developer/applicant shall be at their own expense and in accordance with all NYS DOT and City Engineering requirements and approvals. Any existing driveway or dropped-curb that is removed shall be replaced with new curbs, sidewalks and grass margin. Where any new sidewalk/dropped-curb is installed, such sidewalk/dropped-curb will be ADA compliant specifically with cast-in-place detectable warning strips. All such improvements in the right-of-way shall be inspected and verified by City Engineering Department. Evidence of such shall be provided to Code Enforcement Department prior to the issuance of any Certificate of Occupancy.
- 11) **Bond:** Prior to the issuance of any building permit or certificate of occupancy, a performance bond (or equivalent) in the amount of ~~\$6,230~~ shall be submitted to the Legal Department in accordance with Section 1301.10 and 1324.7 1 of the Zoning Ordinance. Release of the bond shall be upon verification of compliance.