BABYLON INDUSTRIAL DEVELOPMENT AGENCY

MATTHEW T MCDONOUGH CHIEF EXECUTIVE OFFICER

FORM APPLICATION FOR FINANCIAL ASSISTANCE

DATE:	
APPLICATION OF:	A & D Entrances LLC Company Name of Beneficial User of Proposed Project (Not Realty or Special Purpose Entity (SPE) created for liability)
CURRENT ADDRESS:	110-90 Dunkirk Street Jamaica, NY 11412
ADDRESS OF PROPERTY TO RECEIVE BENEFITS:	105 Wyandanch Avenue Wyandanch, NY 11798
	Tax Map # District 100 Section 80 Block 2 Lot (s) 119,009

INDEX

PART I **USER DATA AND OWNER (IF DIFFERENT)**

PART II **OPERATION AT CURRENT LOCATION**

PART III **PROJECT DATA**

PART IV PROJECT COSTS AND FINANCING

PART V PROJECT BENEFITS

PART VI **EMPLOYMENT DATA**

PART VII REPRESENTATIONS, CERTIFICATIONS AND INDEMNIFICATION

PART VIII SUBMISSION OF MATERIALS

Proposed PILOT Schedule **EXHIBIT A** Agency's Fee Schedule **SCHEDULE A**

SCHEDULE B Recapture Policy*

Part I: User (Applicant) & Owner Data (if different)

1.	User Data (Applicant):
	A. User:A & D Entrances LLC
	Address: 110-90 Dunkirk Street Jamaica, NY 11412
	Federal Employer ID #: Website: www.ad-entrances.com
	NAICS Code:
	(The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy www.census.gov/eos/www/naics/)
	Name of User Officer Certifying Application:
	Title of Officer:
	Phone Number: E-mail:
	B. Business Type:
	Sole Proprietorship Partnership Privately Held
	Public Corporation Listed on LLC
	State of Incorporation/Formation: New Jersey
	C. Nature of Business: (e.g., "manufacturer of for industry"; "distributor of") Manufacturer of Elevator Entrances & Cabs, Installation of Such
	D. User Counsel:
	Firm Name:
	Address:
	Individual Attorney: Robert Altman Esq
	Phone Number: 212-232-8713 E-mail: rsalaw@nyctaxbreak.com

	Name	Percent Owned
	David Viteri	70%
	Kimberly C Viteri	30%
officer, di with:	rector or other entity with which any of the	se individuals is or has been associated d bankrupt or placed in receivership or
No	proceeding? (if yes, please explain)	•
ii.	been convicted of a felony, or misdemea motor vehicle violation)? (if yes, please ex	
interest in persons ha	the User, list all other organizations which aving more than a 50% interest in such organ	are related to the User by virtue of such
	(2)	
List naren	it corporation, sister corporations and subsidi	iaries:
	officer, diwith: i. No No If any of interest in persons ha	Has the User, or any subsidiary or affiliate of the Use officer, director or other entity with which any of the with: i. ever filed for bankruptcy, been adjudicate otherwise been or presently is the surproceeding? (if yes, please explain) No ii. been convicted of a felony, or misdemeas motor vehicle violation)? (if yes, please ex No If any of the above persons (see "E", above) or a interest in the User, list all other organizations which persons having more than a 50% interest in such organization by reason indicate name of related organization and relationship

J.	Has the User (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:
K.	List major bank references of the User:
	TD BANK- 216-10 Northern Blvd Bavside NY 11361
	Nicholas Pastoressa. Phone 718-428-5314
2. Owner **(for co- and the us	applicants for assistance or where a landlord/tenant relationship will exist between the owner
A.	Owner (together with the User, the "Applicant"):
	Address:
	Federal Employer ID #: Website:
	NAICS Code:
	Name of Owner Officer Certifying Application:
	Title of Officer:
	Phone Number: E-mail:
B.	Business Type:
	Sole Proprietorship Partnership Privately Held
	Public Corporation Listed on LLC
	State of Incorporation/Formation: New Jersev
C.	Nature of Business: (e.g., "manufacturer of for industry"; "distributor of"; or "real estate holding company")

D.	Are the U	ser and the Owner Ro	elated Entities?	Yes 🗆	No 🗆	
	i.	If yes, the remainde of "F" below) need				e exception
	ii.	If no, please comple	ete all questions belo	ow.		
E.	Owner's	Counsel:				
	Firm l	Name:				
	Addre	ess:				
	Indivi	dual Attorney:				
		Number:				
F.	Principal	Stockholders or Partr Name	ners, if any (5% or n	nore equity): Percent Ov	vned	
G.	officer, d with:	proceeding? (if yes,	with which any of ruptcy, been adjudic ruptcy, been adjudic ruptcy, been adjudic ruptcy, been adjudic ruptcy, please explain)	these individuals cated bankrupt of subject of an	any stockholo s is or has been r placed in rec y bankruptcy	ler, partner, n associated eivership or or similar
					11.275	

•	If any of the above persons (see "E", above) or a group of them, owns more than 50% interest in the Owner, list all other organizations which are related to the Owner by virtue of such persons having more than a 50% interest in such organizations.
I.	Is the Owner related to any other organization by reason of more than a 50% ownership? It so, indicate name of related organization and relationship:
J.	List parent corporation, sister corporations and subsidiaries:
K.	Has the Owner (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:
L.	List major bank references of the Owner:

Part II - Operation at Current Location

1.	Current Location Address: 110-90 Dunkirk Street, Jamaica, NY 11412
2.	Owned or Leased: Leased
3.	Describe your present location (acreage, square footage, number of buildings, number of floors, etc.): 12,000 Sq Ft, One Building, One Floor
4.	Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services: Manufacturing of Elevator Cabs and Entrances, repair products, and misc elevator parts
5.	Are other facilities or related companies of the Applicant located within the State? Yes No
6.	A. If yes, list the Address: If yes to above ("5"), will the completion of the project result in the removal of such facility or facilities from one area of the state to another OR in the abandonment of such facilities located within the State? Yes No A. If no, explain how current facilities will be utilized:
	B. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full: The project will allow the company to expand and feed their current growth which we can not at the moment, in the small facility we are currently located in We need a larger facility in order to expand our business and add additional manufacturing machinery as well as personnel

7.	Has the Applicant actively considered sites in another state? Yes ☒ No ☐
	A. If yes, please list states considered and explain: New Jersev
8.	Is the requested financial assistance reasonably necessary to prevent the Applicant from moving out of New York State? Yes ☒ No ☐
	A. Please explain: In order to be successful with the expansion and be competitive in the current market, we need to reduce occupancy expenses therefore the IDA benefit is needed.
9.	Number of full-time employees at current location and average salary: 37 full time employees average \$39K per year.

(Remainder of Page Intentionally Left Blank)

Part III - Project Data

1.	Pro	piect Type:					
	A.	What type	of transaction are you seeking?: (Check one) Straight Lease	empt	Bonds □		
	В.	Type of be	nefit(s) the Applicant is seeking: (Check all that applicant is seekin	• • •	ıx Exempt	tion 🔀	!
2.	Lo	cation of pr	oject:				
	A.	Street Add	ress: 105 Wyandanch Ave, Wyandanch	ı.NY	11798		
	B.	Tax Map:	District Section Block		Lot(s)		
	C.	Municipal	Jurisdiction:				
		i. ii. iii.	Village: School District: Library:	228			
	D.	Acreage: _	2.64				
3.	Pro	ject Comp	onents (check all appropriate categories):				
Α	••	Constructi i.	on of a new building Square footage:		Yes	苡	No
В		Renovatio i.	ns of an existing building Square footage:	X	Yes		No
C	1 '•		of an existing building Square footage:		Yes	戉	No
D).	Land to be	cleared or disturbed Square footage/acreage:		Yes	CX	No
E	,	Constructi i.	on of addition to an existing building Square footage of addition:		Yes	CX	No 🚆
		ii.	Total square footage upon completion:	-			
F		Acquisitio i.	n of an existing building Square footage of existing building: _39,000 So		Yes		No

G.		Installation of machinery and/or Equipment 💢 Yes 🗆 No
		i. List principal items or categories of equipment to be acquired:
4.	<u>Cu</u>	Tent Use at Proposed Location:
	A.	Does the Applicant currently hold fee title to the proposed location?
		i. If no, please list the present owner of the site:
	B.	Present use of the proposed location: Property is Vacant now, was previously a Perfume Manufacturing Plant
	C.	Is the proposed location currently subject to an IDA transaction (whether through this Agency or another?) Yes No
		i. If yes, explain:
	D.	Is there a purchase contract for the site? (if yes, attach):
	Ē.	Is there an existing or proposed lease for the site? (if yes, attach): Yes No
5.	Pro	posed Use:
	A.	Describe the specific operations of the Applicant or other users to be conducted at the project site: Manufacture elevator entrances, cabs and related products. Office staff in engineering, purchasing, accounting, project management, etc.
	В.	Proposed product lines and market demands: <u>Elevator Parts</u> , <u>Architectural Metals</u> .
ř	C.	If any space is to be leased to third parties, indicate the tenant(s), total square footage of the project to be leased to each tenant, and the proposed use by each tenant:

	rec	eiving space and	space for add ation will enal	ditional de us to	equipment to remove the	entory space, ship hat the company e current deficient
E.	Will any personall	portion of the project loca	ct be used for th	e making	of retail sales	s to customers who
	i.		oods and/or serv	ices to c	istomers who	l in connection with personally visit the
<u>Pr</u>	oject Work	•				
	Has cons	truction work on this p	project begun? If	yes, comp	olete the follow	ing:
A.				NI. 101	% Complete	
A.	i.	Site Clearance:	Yes 🗆	No 🛛		
A.	i. ii.	Foundation:	Yes □	No 🔯	% Complete	:
A.	i. ii. iii.	Foundation: Footings:	Yes □ Yes □	No 🛭 No 🗷	% Complete % Complete	:
A.	i. ii. iii. iv.	Foundation: Footings: Steel:	Yes □ Yes □ Yes □	No 🗷 No 🗷 No 🛣	% Complete % Complete % Complete	
A.	i. ii. iii.	Foundation: Footings: Steel: Masonry:	Yes □ Yes □	No XI No XI No XI	% Complete % Complete % Complete % Complete	:
	i. ii. iii. iv. v. vi.	Foundation: Footings: Steel: Masonry:	Yes □ Yes □ Yes □ Yes □	No XI No XI No XI	% Complete % Complete % Complete % Complete	
В.	i. ii. iv. v. vi.	Foundation: Footings: Steel: Masonry: Other:	Yes □ Yes □ Yes □ Yes □	No XI No XI No XI	% Complete % Complete % Complete	
В.	i. ii. iv. v. vi.	Foundation: Footings: Steel: Masonry: Other: he current zoning? project meet zoning re	Yes □ Yes □ Yes □ Yes □	No XI No XI No XI	% Complete % Complete % Complete	

7. Project Completion Sche	edule:
----------------------------	--------

A.	What i			commencement pping of the project		for	the	acquisition	and	the
	i.	Acqui	sition: <u>Fel</u>	oruary 2017						
	ii.	Const	ruction/Reno	ovation/Equipping:						
B.	Provide an accurate estimate of the time schedule to complete the project and when the first use of the project is expected to occur:									
	After acquisition, we will renovated the office,									
	perform minor renovations to the facility									
	and	move	right into	the property.						
	-						-			

(Remainder of Page Intentionally Left Blank)

Part IV - Project Costs and Financing

1. Project Costs:

A. Give an accurate estimate of cost necessary for the acquisition, construction, renovation, improvement and/or equipping of the project location:

	<u>Description</u>	Amount
	Land and/or building acquisition	\$ \$4,350,000.00
	Building(s) demolition/construction	\$
	Building renovation	\$ \$150.000.00
	Site Work	\$
	Machinery and Equipment	\$ \$250.000.00
	Legal Fees	\$
	Architectural/Engineering Fees	\$
	Financial Charges	S
	Other (Specify)	S
	Total	\$_\$4,750,000.00
2.	Method of Financing:	
	A. Tax-exempt bond financing:	Amount Term \$ years
	B. Taxable bond financing:	\$ years
	C. Conventional Mortgagerefer to term	sheet \$_\$3,480,000.00 10 years
	D. SBA (504) or other governmental finance	cing: \$ years
	E. Public Sources (include sum of all State and federal grants and tax credit	its): \$
	F. Other loans:	\$ years
	G. Owner/User equity contribution:	\$ \$1.270.000.00 years
	Total Project	Costs \$ \$4,750,000.00
	i. What percentage of the proje	ect costs will be financed from public sector sources?

3.	<u>Project Financing</u> : (***Complete only if Bond Financing is being utilized***)						
	A.	Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? Yes No No No No No No No No No No					
		i. If yes, provide detail on a separate sheet.					
	B.	Are costs of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of bond proceeds? Give details:					
	C.	Will any of the funds borrowed through Agency Bonds be used to repay or refinance an existing mortgage or outstanding loan? Give details:					
	D.	Has the Applicant made any arrangements for the marketing or the purchase of the bond or bonds? If so, indicate with whom:					

(Remainder of Page Intentionally Left Blank)

Part V - Project Benefits

1.	<u>M</u>	ortgage Rec	Recording Tax Benefit:				
	A.	Mortgage financing)		exemption (include sum total of construction/permanent/bridge			
				\$ <u>\$3.480.000.00</u>			
	B.		Mortgage Re Recording Tax	cording Tax Exemption (product of Mortgage Amount and current Rate):			
				\$ <u>\$36.540.00</u>			
2.	Sal	es and Use	Tax Benefit:				
	A.			r goods and services that are subject to State and local Sales and Use efit from the Agency's exemption):			
				\$_\$400.000.00			
	В.	B. Estimated State and local Sales and Use Tax exemption (product of current State and Local Sales and Use Tax Rate and figure above):					
				\$_ \$35.000.00			
	C.	C. If your project has a landlord/tenant (owner/user) arrangement, please provide a breakdown of the number in "B" above: N/A					
		i.	Owner:	\$			
		ii.	User:	S			
3.	Re	al Property	Tax Benefit:				
A		A. Identify and describe if the project will utilize a real property tax exemption benefit other than the Agency's PILOT benefit: N/A					
	B.	B. Agency PILOT Benefit:					
		i.	Term of PILO	OT requested: 15 years			
		ii.	schedule and	ance of this application, the Agency staff will create a PILOT lindicate the estimated amount of PILOT Benefit based on			

<u>Exhibit A</u> hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and requests such benefit to be granted by the Agency.

^{**} This application will not be deemed complete and final until <u>Exhibit A</u> hereto has been completed and executed.**

Part VI - Employment Data

1. List the Applicant's and each users present employment, and estimates of (i) employment at the proposed project location at the end of year one and year two following project completion and (ii) the number of residents of the Labor Market Area* ("LMA") that would fill the full-time and part-time jobs at the end of year second year following completion:

	Present	First Year	Second Year	Residents of LMA
Full-Time	37	45	55	10
Part-Time**				

^{*} The Labor Market Area includes the Town of Babylon, Nassau and Suffolk Counties.

Full-Time Employee shall mean, with respect to an Annual Period, an individual on the payroll of, receiving customary benefits from, and directly employed during such Annual Period by, any Company Group Entity (and excluding any individuals employed by temporary employment or similar agencies) and each of whom works within the Town for any Company Group Entity during such Annual Period on a "full-time basis" (i.e., working at least a 35-hour week, subject to customary vacation, holiday and sick leave).

**Agency converts Part-time staff to Full-Time Equivalent Employee as follows, with respect to an Annual Period, two (2) individuals on the payroll of, receiving customary benefits from, and directly employed during such Annual Period by, any Company Group Entity (and excluding any individuals employed by temporary employment or similar agencies) and each of whom works within the Town for any Company Group Entity during such Annual Period on a "part-time basis" (i.e., working at least a 20-hour week, subject to customary vacation, holiday and sick leave).

2. Salary and Fringe Benefits:

Category of Jobs to be Retained and Created	Number of Employees	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management	3	\$93.000	MEDICAL (70/30), 401K
Professional	7	\$41.700	MEDICAL (70/30), 401K
Administrative	_1	\$30.000	MEDICAL (70/30), 401K
Production	12	\$36,000	MEDCICAL (70/30), 401K
Supervisor	2	\$56,000	MEDICAL (70/30), 401K
Laborer	11	\$39.000	MEDICAL (70/30), 401K
Other DRIVER	1	\$35.000	MEDICAL (70/30), 401K
		7	

Note: The Agency reserves the right to visit the facility to confirm that job creation numbers are being met.

э.	Annuanzeu sa	nary range or jobs to	be created in the first two years (see question #1).			
	FROM \$	30,000	TO \$ 60,000			
4.	List the numb	List the number of *Construction jo		to be created by the Applicants Project.		
		First Year	Second Year	Third Year		
	* Full-Time			4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		
	** Part-Time					
	_	are defined as full- bb equates to one ful	-	(FTE), or 2,080-hour units of labor (one r).		
**A [part-time or tem	porary job may be o	onsidered one job l	by other models, but would constitute only a		

fraction of a job. For example, if a laborer or craftsman worked only 3 months on a construction or

renovation project (assuming no overtime), that would be considered one-quarter of a job.

(Remainder of Page Intentionally Left Blank)

Part VII - Representations, Certifications and Indemnification

1.	Is the Applicant in any litigation which would have a material adverse effect on the Applicant's financial condition? (if yes, furnish details on a separate sheet)			
	Yes 🗆 No 🗵			
2.	Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state or local laws or regulations with respect to:			
	a. Labor practices, (with respect to workers and/or their working conditions and/or their wages, including but not limited to pending or threatened labor strikes, hand billing, consumer boycotts, mass demonstrations or other similar incidents; unfair labor practices complaints; incurred, or potentially incurred, liability including withdrawal liability with respect to an employee benefit plan, including a pension plan; any complaints, claims, proceedings or litigation arising from alleged discrimination in the hiring, firing, promoting, compensating or general treatment of employees. Please consider "discrimination" to include sexual harassment.)			
	Yes □ No ☑ (If yes, furnish details on a separate sheet)			
	b. hazardous wastes, environmental pollution,			
	Yes □ No ☑ (If yes, furnish details on a separate sheet)			
	c. other operating practices			
	Yes □ No □ (If yes, furnish details on a separate sheet)			
3.	Is there a likelihood that the Applicant would not proceed with this project without the Agency's assistance? (If yes, please explain why; if no, please explain why the Agency should grant the benefits requested)			
	Yes 🗆 No 🗆			
4.	If the Applicant is unable to obtain financial assistance from the Agency for the project, what would be the impact on the Applicant and on the municipality?			

- 5. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if financial assistance is provided for the proposed project:
 - § 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

Initial __DV, KV

6. The Applicant understands and agrees that in accordance with Section 858-b(2) of the General Municipal Law, 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 and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the project is located (collectively, the "Referral Agencies"). The Applicant also agrees, that it will, except as otherwise provided by collective bargaining contracts or agreements to which they are parties, first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the Referral Agencies

Initial DV, KV

7. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving financial assistance for the proposed project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

Initial __DV, KV

8. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.

Initial __DV, KV

9. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

Initial DV. KV

10. In accordance with Section 862(1) of the New York General Municipal Law the Applicant understands and agrees that projects which result in the removal of an industrial or manufacturing plant of the project occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the project occupant within the State is ineligible for financial assistance from the Agency, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the project in its respective industry or to discourage the project occupant from removing such other plant or facility to a location outside the State.

Initial DV, KV

11. The Applicant represents and warrants that to the Applicant's knowledge neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become a person or entity with who United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List or under any statute, executive order including the September 24, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or other governmental action and is not and will not assign or otherwise transfer this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

Initial	DV,	K٧
minai	υ,	1/4

Initial after receipt and acceptance of Schedule A and Schedule B

12. The Applicant confirms and hereby acknowledges it has received the Agency's fee schedule attached hereto as <u>Schedule A</u> and agrees to pay such fees, together with any expenses incurred by the Agency, including those of Transaction Counsel, with respect to the Facility. The Applicant agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the project.

13. The Applicant hereby agrees to comply with Section 875 of the General Municipal Law. The Company further agrees that the financial assistance granted to the project by the Agency is subject to recapture pursuant to Section 875 of the Act and the Agency's Recapture Policy, attached hereto as Schedule B.

Initial DV, KV

Part VIII - Submission of Materials

Please send under separate cover all information directly to Agency Counsel:

M. Cornelia Cahill, Esq. Barclay Damon, LLP 80 State Street Albany, New York 12207

- 1. Financial statements for the last two fiscal years (unless included in the Applicant's annual report).
- 2. Applicant's annual reports (or 10-K's if publicly held) for the two most recent fiscal years.
- Quarterly reports (form 10-Q's) and current reports (form 8-K's) since the most recent annual report, if any.
- 4. In addition, please attach the financial information described in items A, B, and C of any expected guaranter of the proposed bond issue.
- 5. Completed Long Environmental Assessment Form.
- 6. Most recent quarterly filing of NYS Department of Labor Form 45, as well as the most recent fourth quarter filing. Please remove or redact any employee Social Security numbers and note the full-time equivalency for part-time employees.

(Remainder of Page Intentionally Left Blank)

Representative of Applicant

Part IX - Certification

Kimberly VIteri	(name of re	presentative of	company submitting a	pplication)
deposes and says that he or she is the	Vice President	(title) of	A & D Entrances LLC	
the corporation (company name) named i	in the attached	application; that	he or she has read the	foregoing
application and knows the contents thereo	of; and that the	same is true to	his or her knowledge.	

Deponent further says that s/he is duly authorized to make this certification on behalf of the entity named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of deponent's belief relative to all matters in said Application which are not stated upon his/her personal knowledge are investigations which deponent has caused to be made concerning the subject matter this Application, as well as in formation acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the Town of Babylon Industrial Development Agency (hereinafter referred to as the "Agency") in connection with this Application, the attendant negotiations and all matters relating to the provision of financial assistance to which this Application relates, whether or not ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act 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 Applicant is unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees to bond or transaction counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the Agency in accordance with its fee schedule in effect on the date of the foregoing application, and all other appropriate fees, which amounts are payable at closing.

Sworn to me before this

· Va

(seal)

CATALINA MATOS
Notary Public, State of New York
No. 01MA6320520
Qualified in Queens County
Commission Expires March 9, 2019

Part IX - Certification

Property Owner (if different from Applicant)

	(name of representative of owner submitting application) sident (title) of A & D Entrances LLC, e attached application; that he or she has read the foregoing and that the same is true to his or her knowledge.
named in the attached Application (the "A deponent's belief relative to all matters in sa knowledge are investigations which deponen	horized to make this certification on behalf of the entity Applicant") and to bind the Applicant. The grounds of aid Application which are not stated upon his/her personal at has caused to be made concerning the subject matter this is by deponent in the course of his/her duties in connection papers of the Applicant.
responsible for all costs incurred by the Tow referred to as the "Agency") in connection matters relating to the provision of financial ever carried to successful conclusion. If, for consummate necessary negotiations or fails to reasonable, proper, or requested action or with Applicant is unable to find buyers will presentation of invoice, Applicant shall pay to with respect to the application, up to that date the Agency and fees of general counsel for transaction contemplated herein, the Applica	at acknowledges and agrees that Applicant shall be and is on of Babylon Industrial Development Agency (hereinafter with this Application, the attendant negotiations and all assistance to which this Application relates, whether or not any reason whatsoever, the Applicant fails to conclude or act within a reasonable or specified period of time to take thdraws, abandons, cancels or neglects the application or if ing to purchase the total bond issue required, then upon the Agency, its agents or assigns, all actual costs incurred and time, including fees to bond or transaction counsel for the Agency. Upon successful conclusion and sale of the nt shall pay to the Agency an administrative fee set by the in effect on the date of the foregoing application, and all yable at closing.
Sworn to me before this 11+4	

CATALINA MATOS
Notary Public, State of New York
No. 01MA6320520
Qualified in Queens County
Commission Expires March 9, 2019

DAY of NOTEMBER, 20 16

(seal)

Town of Babylon Industrial Development Agency

EXHIBIT A

Proposed PILOT Schedule

Upon acceptance of the Application and completion of the Cost Benefit Analysis, the Agency will attach the proposed PILOT Schedule, together with the estimates of net exemptions based on estimated tax rates and assessment values to this Exhibit.

See Attached

Payments in Lieu of Taxes on the Land and the Buildings:

For the period commencing on the PILOT Commencement Date (hereinafter defined) until the Abatement Termination Date or (ii) the date on which the Agency no longer owns the Facility Realty, the Lessee shall make payment in lieu of real estate taxes (the "PILOT Payments"), as follows:

Definitions

X =	the then current assessed value of Facility Realty from time to time
PILOT Commencement Date =	the Taxable Status Date of the Town immediately following the date hereof.
Normal Tax Due =	those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Babylon (including any existing incorporated village or any village which may be or may have been incorporated after the date hereof, within which the Project is wholly or partially located) which are or may be imposed for special improvements or special district improvements, which the Lessee would pay without exemption.
Tax Year =	the Tax Year of the Town commencing each December 1 and ending the following November 30.

Tax Year

1	40.0% Normal Tax Due on X
2	44.0% Normal Tax Due on X
3	48.0% Normal Tax Due on X
4	52.0% Normal Tax Due on X
5	56.0% Normal Tax Due on X
6	60.0% Normal Tax Due on X
7	64.0% Normal Tax Due on X
8	68.0% Normal Tax Due on X
9	72.0% Normal Tax Due on X
10	76.0% Normal Tax Due on X
H	80.0% Normal Tax Due on X
12	84.0% Normal Tax Due on X
13	88.0% Normal Tax Due on X
14	92.0% Normal Tax Duc on X
15	96.0% Normal Tax Due on X
16 and thereafter	100% Normal Tax Due on X

The tax benefits provided for in this subsection shall be deemed to commence on the PILOT Commencement Date. In no event shall the Lessee be entitled to receive real property tax benefits due to the Project under this agreement for a period longer than the period set forth in the formula immediately above. Notwithstanding the foregoing schedule, the Lessee further covenants and agrees that for any period that the Agency continues to hold title to the Facility after termination, the Lessee shall pay 100% of the Normal Tax Due on X together with any special assessment and services charges relating to the Facility whichever may be imposed for special district improvements in accordance with the provisions of this Section.

DY

11/15/16

Tax Savings for property with physical address of:

105 Wyandanch Avanue
Wyandanch, NY 11798
0100 080,00 02.00 119.009

Assuming:

Assessed Value of:
23370

2015-2016 Tax without Exemption
78,258

2015-2016 Tax Rate of:
326.0177

Rate Increment of:
2,00%

Rate Increment of: 2.00%

PILOT number of years 15

Abatements starting at 60%

Number			Estin	nated Taxes		
of Years	Abatement %	PILOT %	Te	be Pald	Esilma	sted Savings
1	60,0%	40.0%	s	33,495	s	47,850
2	55.0%	44.0%	•	37,370		45,550
3	52.0%	48.0%		41,422		43,100
4	48.0%	52.0%		45,585		40,600
5	44.0%	56.0%		49,936		37,950
6	40.0%	60.0%		54,408		35,200
7	35.0%	64.0%		59,073		32,300
8	32.0%	68.0%		63,867		29,300
9	28.0%	72.0%		68,859		28,150
10	24.0%	76.0%		74,006		22,850
11	20.0%	80.0%		79,363		19,400
12	16.0%	84.0%		84,863		15,850
13	12.0%	88.0%		90,595		12,100
14	8.0%	92.0%		96,479		8,250
15	4.0%	¥0.50		102,608		4,200
	Estimato Taxe	s to be paid	\$	981,938		
		_		- ,	W. S. Street and other	CHARLES TO STORY
	Estimated Sav	ings			Samo	420,650

DV

गोडाध

SCHEDULE A

Agency's Fee Schedule

Schedule A - Agency's Fee Schedule

A & D Entrances LLC 105 Wyandanch Ave Wyandanch, NY1179 (Wyandanch SD) 0100 097.00 01.00 019.000

1% of Estimated Savings

11/14/2016

Application Fee					\$	1,500	
Estimated Public Hearing Notice					\$	800	
Straight lease - Estimated Closing Cost							
1.25% of Hard costs + 1% of E	st savings						
Acquisition	\$	4,350,000	1.25%	\$ 54,375			
Renovation		150,000	1.25%	\$ 1,875			
Machinery & Equipment		250,000	1.25%	\$ 3,125			
Estimated Savings			1%	4,910			
		4,750,000					
Estimated Fee			1	\$ 64,285			
			0.0%				
Estimated Closing Fee				\$ 64,285	\$	64,285	
Estimated Total Fees					\$	66,585	
							6.9
Estimated Savings							
Est PILOT			15 @ 60	420,650			
Est Mtg Rec* (adj for MTA)	100%	3,480,000	1.025	35,670			
Est Sales Tax	100%	400,000	0.08625	34,500			
Estimated Savings				490,820			

DV RV

4910

गाशिक

SCHEDULE B

Agency's Recapture Policy

Recapture of Agency Benefits. It is understood and agreed by the parties to this Agreement that the Agency is entering into this Agreement in order to provide financial assistance to the Lessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, the Lessee hereby agrees as follows:

- (a)(i) If there shall occur a Recapture Event after the date hereof, the Lessee or the Sublessee shall pay to the Agency as a return of public benefits conferred by the Agency, the following amounts:
 - (A) one hundred per cent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first five (5) years after the date hereof;
 - (B) eighty per cent (80%) of the Benefits if the Recapture Event occurs during the period from the sixty (6th) year through and including the eighth (8th) year after the date hereof;
 - (C) sixty per cent (60%) of the Benefits if the Recapture Event occurs during the ninth (9th) year after the date hereof;
 - (D) forty per cent (40%) of the Benefits if the Recapture Event occurs during the tenth (10th) year after the date hereof; or
 - (E) twenty per cent (20%) of the Benefits if the Recapture Event occurs during the eleventh (11th) year after the date hereof.

As used in this Section, the term "Benefits" shall mean, collectively:

- (1) all real estate tax benefits which have accrued to the benefit of the Lessee or the Sublessee commencing from and after the "Commencement Date", and during the period of time that the Agency is the owner of the Facility, such tax benefits to be computed by subtracting the payments in lieu of taxes paid under Section 4.3 hereof from those payments which the Lessee or the Sublessee would have been required to pay during the term of this Agreement (within the meaning of Section 3.2 hereof) had the Town determined the amount of such real estate taxes as would be due if the Lessee had been the owner of the Facility Realty during such term; and
- (2) all miscellaneous benefits derived from the Agency's participation in the straight-lease transaction contemplated by this Agreement, including, but not limited to, any exemption from any applicable state or local sales and use tax, mortgage recording tax and filing and recording fees accruing from and after the date hereof.

As used in this Section, the term "Recapture Event" shall mean any of the following events:

(1) The Lessee or the Sublessee shall have liquidated its operations and/or assets (absent a showing of extreme hardship);

BV 11/15/16

- (2) The Lessee or the Sublessee shall have ceased all or substantially all of its operations at the Facility (whether by relocation to another facility or otherwise, or whether to another facility either within or outside of the Town) through no force majeure event;
- (3) The Lessee or the Sublessee shall have transferred all or substantially all of its employees within the Town to a location outside of the Town through no force majeure event;
- (4) The Lessee or the Sublessee shall have subleased all or any portion of the Facility in violation of the limitations imposed by Section 9.3 hereof, without the prior written consent of the Agency;
- (5) The Lessee or the Sublessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Facility; or
- (6) Base Employment Reduction Percentage shall be greater than fifteen percent (15%) due to a Relocation Reduction occurring with respect to an Annual Period.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Facility, or (ii) the inability at law of the Lessee to rebuild, repair, restore or replace the Facility after the occurrence of a Loss Event to substantially its condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of the Lessee or any Affiliate.

- (b) The Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Facility or any portion thereof made within twelve (12) years of the Commencement Date, which notification shall set forth the terms of such Recapture Event and/or disposition.
- (c) In the event any payment owing by the Lessee or the Sublessee under this Section shall not be paid on demand by the Lessee or the Sublessee, such payment shall bear interest from the date of such demand at the then current interest rate imposed on delinquent payments of real property taxes until the Lessee or the Sublessee shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.
- (d) The Agency, in its sole discretion, may waive all or any portion of any payment owing by the Lessee or the Sublessee under this Section.
- (c) The provisions of this Section shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

DV IIIISING

617.20 Appendix B Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part I based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

A & D Entrances LLC			
Name of Action or Project: Purchase manufacturing facility			
Project Location (describe, and attach a location map):			
105 Wvandanch Ave. Wvandanch. NY 11798			
Brief Description of Proposed Action: Purchase manufacturing facility located at address above for main use by A & D Entrances for the purpoexpanding our business.	ose of		
.a			
Name of Applicant or Sponsor: Telephone: 347-886-9240			
David L Viteri E-Mail: dviteri@ad-entrances.com	m		
Address: 36-19 203rd Street			
City/PO: State: Zip C			
Bayside NY 113			
	NO YES		
administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			
	NO YES		
If Yes, list agency(s) name and permit or approval: SBA Financing			
3.a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.64 acres 2.64 acres			
4. Check all land uses that occur on, adjoining and near the proposed action. □ Urban □ Rural (non-agriculture) □ Industrial □ Commercial □ Residential (suburban)			
□ Forest □ Agriculture □ Aquatic □ Other (specify): □ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?		х	
b. Consistent with the adopted comprehensive plan?			Х
6. Is the proposed action consistent with the predominant character of the existing built or natural		NO	YES
landscape?			Х
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Ar	ea?	NO	YES
If Yes, identify:		х	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO	YES
		Х	
b. Are public transportation service(s) available at or near the site of the proposed action?			Х
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed act	ion?	Х	
Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies:		NO	YES
it die proposed action win exceed requirements, describe design teathes and teamhologies.		х	
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? ☐ NO 【I YES】		NO	YES
If No, describe method for providing potable water:			Х
11. Will the proposed action connect to existing wastewater utilities?		NO	YES
[If Yes, does the existing system have capacity to provide service? No 🗷 YES] If No, describe method for providing wastewater treatment:			x
			^
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic		NO	YES
Places?		Х	_
b. Is the proposed action located in an archeological sensitive area?		_ X	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain	n.	NO	YES
wetlands or other waterbodies regulated by a federal, state or local agency?		Х	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:		Х	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check a		pply:	
☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-succession ☐ Wetland ☐ Urban ☐ Suburban	onai		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed		NO	YES
by the State or Federal government as threatened or endangered?			1 200
16. Is the project site located in the 100 year flood plain?		NO	YES
10. Is the project site located in the 100 year flood plant?		X	1 63
17. Will the proposed action create storm water discharge, either from point or non-point sources?		NO	YES
If Yes, a. Will storm water discharges flow to adjacent properties? □ NO □ YES		х	
	.) [
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drain If Yes, briefly describe: ☐ NO ☐ YES	IS)?		
		X	

18. Does the proposed action include construction or other activities that result in the impoundment of	NO	YES
water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size:	x	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed	NO	YES
solid waste management facility? If Yes, describe:	x	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	x	
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE KNOWLEDGE Applicant/sponsor name: Signature: Date:		FMY

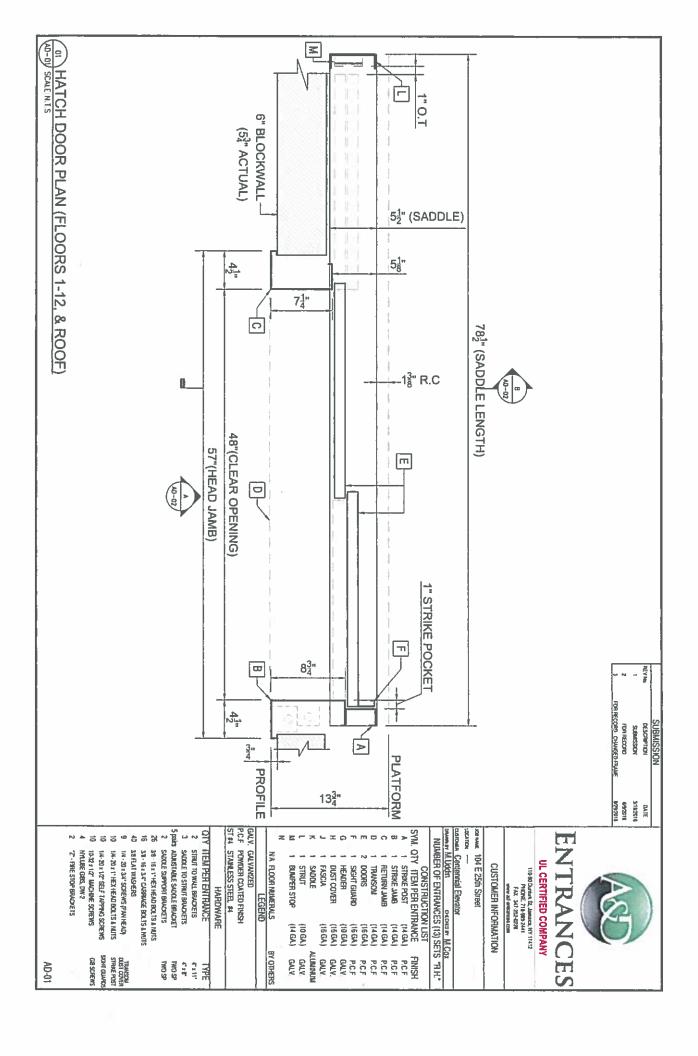
Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

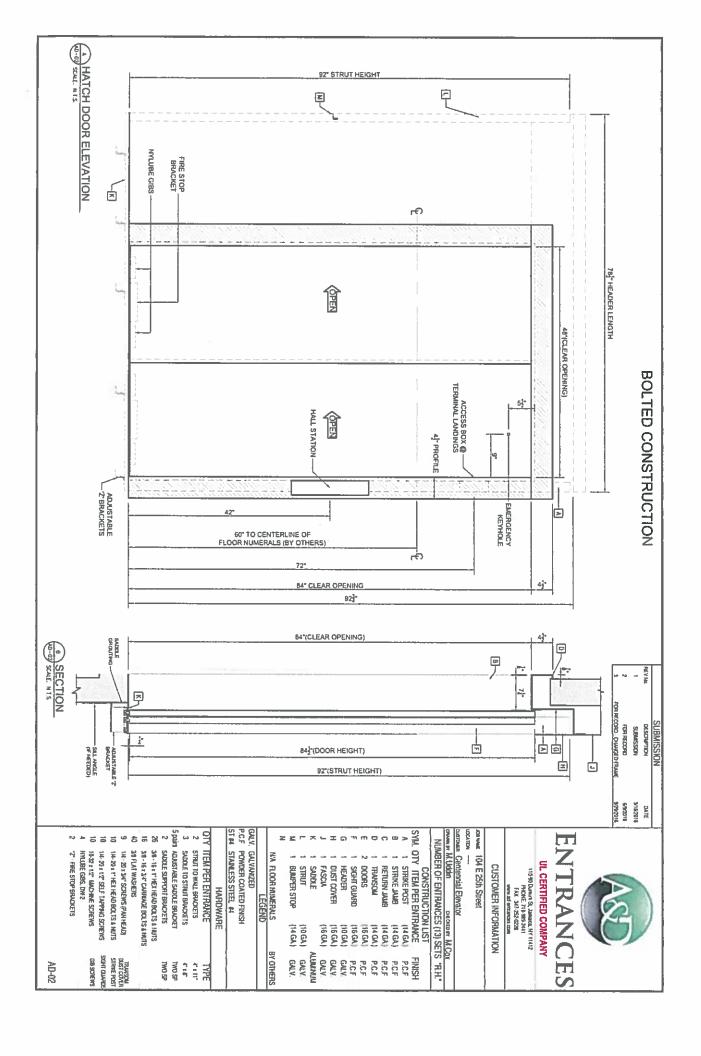
		No, or small impact may occur	Moderate to large impact may occur
1.	Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2.	Will the proposed action result in a change in the use or intensity of use of land?		
3.	Will the proposed action impair the character or quality of the existing community?		
4.	Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5.	Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6.	Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7.	Will the proposed action impact existing: a. public / private water supplies?		
	b. public / private wastewater treatment utilities?		
8.	Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9.	Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

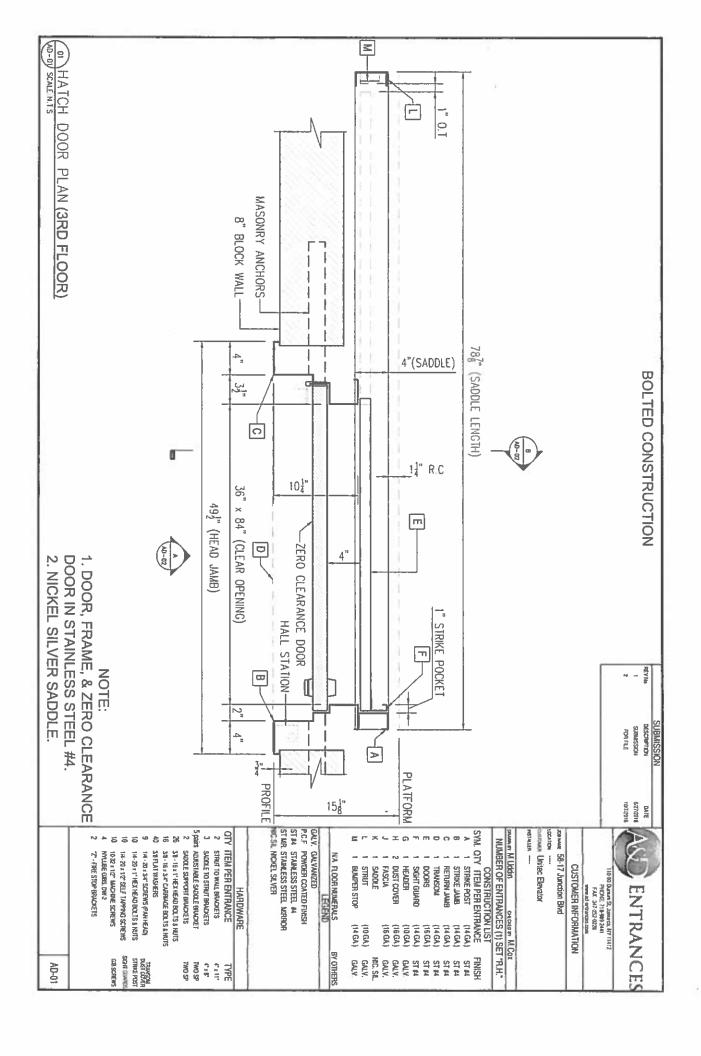
	No, or small impact may	Moderate to large impact may
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	occur	occur
11. Will the proposed action create a hazard to environmental resources or human health?		

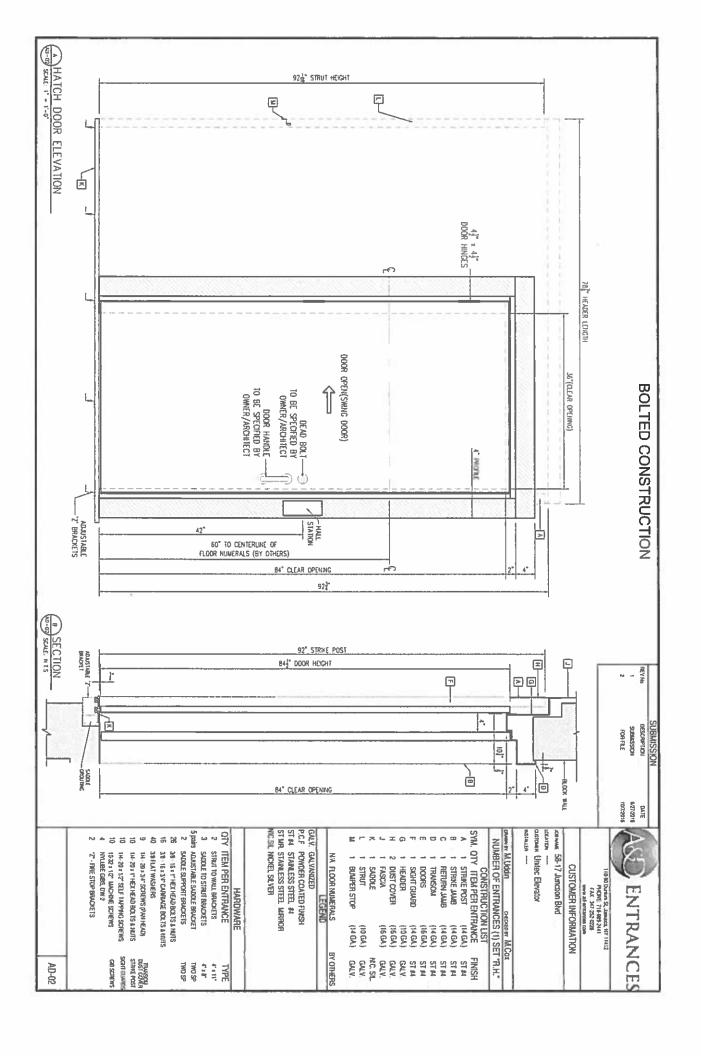
Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

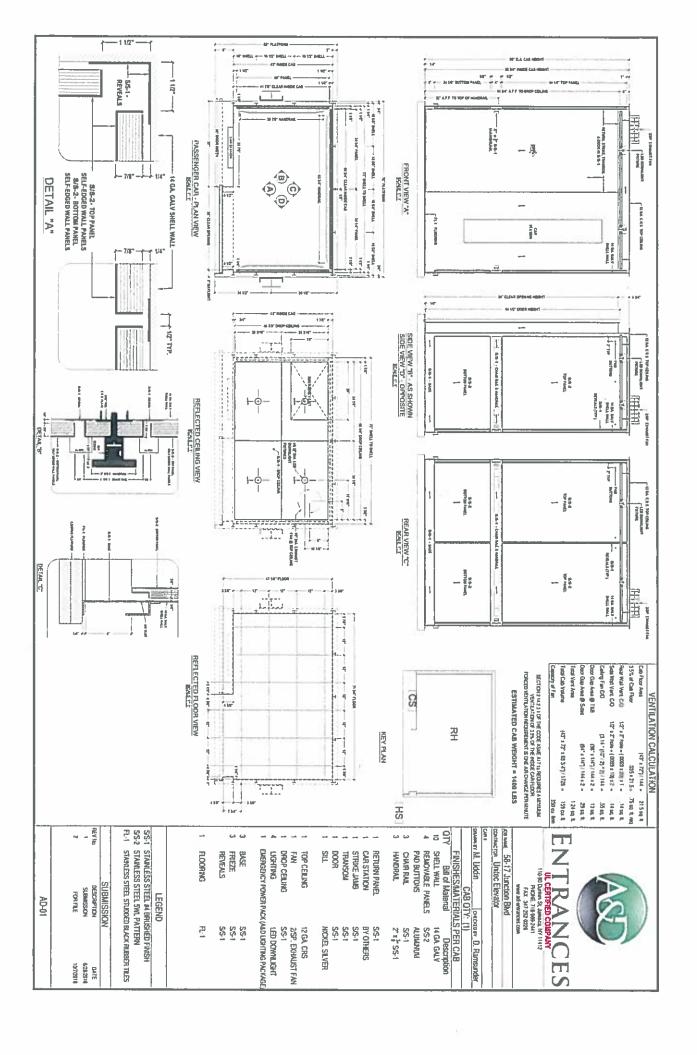
0	that the proposed action may result in one or more pote environmental impact statement is required.	,		
_	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.			
	Name of Lead Agency	Date		
Pri	nt or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer		
_	Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)		

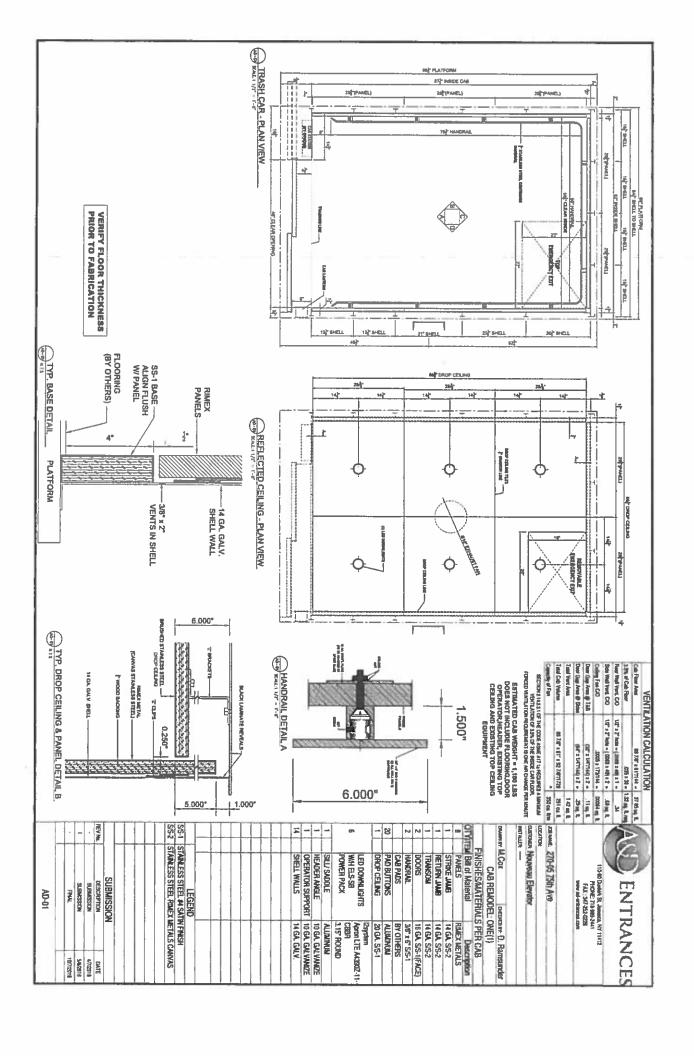


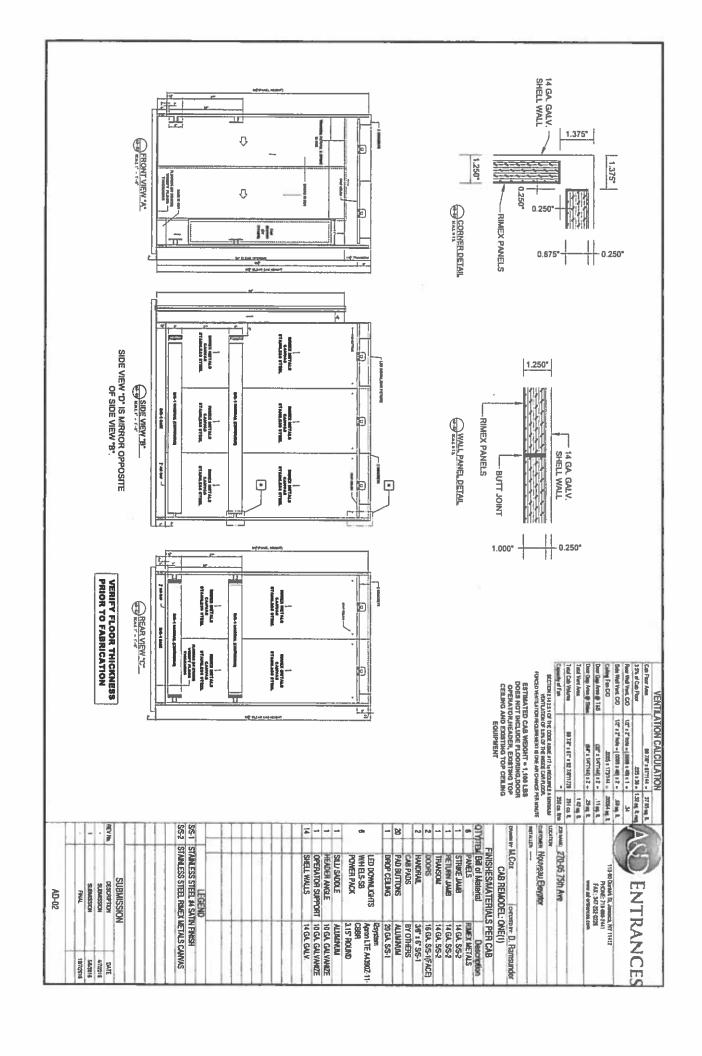














DOORS FRAMES CABS



ENTRANCES

A & D ENTRANCES LLC IS A MANUFACTURING AND INSTALLATION COMPANY OF ELEVATOR FRAMES, DOORS, AND CABS IN THE NEW YORK CITY METROPOLITAN AREA

A & D ENTRANCES HAS BEEN IN BUSINESS SINCE 2007.
AND ARE GROWING RAPIDLY

A & D ENTRANCES HAS INSTALLED, TO PERFECTION.
A RANGE OF PROJECTS FROM YOUR FIVE STOP
RESIDENTIAL BUILDINGS TO 400 PLUS FRAMES FOR
NEW YORK HOUSING AUTHORITY

SERVICES

- MANUFACTURE AND HISTALL
- ELEVATOR DOORS, FRAME
- HARDWARE
- MIANUFACTURE AND INSTALL
- MOTOR ROOM & PIT ACCESS DOORS
- MANUFACTURE AND INSTALL
- GW NG DOORS
- -MANUFACTURE AND REMODEL
- ELEVATOR CARS
- MANUFACTURE ALL RELATED
- PARINVAPE & PARTS

CALL US TODAY TO QUOTE YOUR NEXT PROJECT

110-90 DUNKIRK STREET JAMAICA, NY 11412 PHONE: 718-989-2441

www.ad-entrances.com



