



FORM APPLICATION FOR FINANCIAL ASSISTANCE

Abstract

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Part I: User (Applicant) & Owner Data (if different)**1. User Data (Applicant):****A. User:** Avalon Bay Communities Inc.**Address:** 58 South Service Rd.Melville, NY 11747**Federal Employer ID #** [REDACTED] **Website:** AvalonBay.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: [REDACTED]**Title of Officer:** [REDACTED]**Phone Number:** [REDACTED]**E-mail:** [REDACTED]**B. Business Type:****Sole Proprietorship** ☐**Partnership** ☐**Privately Held** ☐**Public Corporation** ☒**Listed on** NYSE**State of Incorporation/Formation:** Maryland**C. Nature of Business:**

(e.g., "manufacturer of _____ for _____ industry"; "distributor of _____")

Developer & Operator of Multifamily, Residential Apartment Buildings**D. User Counsel:****Firm Name:** Buzzell, Blanda, & Visconti LLP**Address:** 535 Broadhollow Rd. Suite B-4Melville, NY 11747**Individual Attorney:** Tara Visconti**Phone Number:** 631-492-1336**E-mail:** tvisconti@bbvlaw.com

E. Principal Stockholders, Members or Partners, if any, of the User (5% or more equity):

Name	Percent Owned
See Annual Report	

F. Has the User, or any subsidiary or affiliate of the User, or any stockholder, partner, member, officer, director or other entity with which any of these individuals is or has been associated with:

- i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

NO

- ii. been convicted of a felony, or misdemeanor, or criminal offense (other than a motor vehicle violation)? (if yes, please explain)

No

G. If any of the above persons (see "E", above) or a group of them, owns more than 50% interest in the User, list all other organizations which are related to the User by virtue of such persons having more than a 50% interest in such organizations.

No

H. Is the User related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:

No

I. List parent corporation, sister corporations and subsidiaries:

Avalon Amityville, LLC

- 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:

No

- K. List major bank references of the User:

Bank of America - (980) 683-7523

100 North Tryon St. Charlotte, NC 28202

2. Owner Data

**** (for co-applicants for assistance or where a landlord/tenant relationship will exist between the owner and the user) ****

- A. Owner (together with the User, the "Applicant"): Avalon Amityville, LLC

Address: 58 South Service Rd., Suite 303

Melville, N.Y. 11747

Federal Employer ID #: [REDACTED] Website: _____

NAICS Code: _____

Name of Owner Officer Certifying Application: [REDACTED]

Title of Officer: [REDACTED]

Phone Number: [REDACTED] E-mail: [REDACTED]

- B. Business Type:

Sole Proprietorship ☐ Partnership ☐ Privately Held ☒

Public Corporation ☐ Listed on _____

State of Incorporation/Formation: Delaware

- C. Nature of Business:

(e.g., "manufacturer of _____ for _____ industry"; "distributor of _____"; or "real estate holding company")

Real Estate Holding Company

D. Are the User and the Owner Related Entities? Yes ☒ No ☐

i. If yes, the remainder of the questions in this Part I, Section 2 (with the exception of "F" below) need not be answered if answered for the Owner.

ii. If no, please complete all questions below.

E. Owner's Counsel:

Firm Name: Buzzell, Blanda, & Visconti LLP

Address: 535 Broadhollow Rd. Suite B-4

Melville, NY 11747

Individual Attorney: Tara Visconti

Phone Number: 631-492-1336

E-mail: tvisconti@bbvlaw.com

F. Principal Stockholders or Partners, if any (5% or more equity):

Name	Percent Owned
<u>Avalon Bay Communities Inc.</u>	<u>100%</u>
<u></u>	<u></u>
<u></u>	<u></u>

G. Has the Owner, or any subsidiary or affiliate of the Owner, or any stockholder, partner, officer, director or other entity with which any of these individuals is or has been associated with:

i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

No

ii. been convicted of a felony or criminal offense (other than a motor vehicle violation)? (if yes, please explain)

No

- H. If any of the above persons (see "F", 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.

N/A

- I. Is the Owner related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:

No

- J. List parent corporation, sister corporations and subsidiaries:

Avalon Bay Communities Inc.

- 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:

No

- L. List major bank references of the Owner:

Bank of America - (980) 683-7523

100 North Tryon St. Charlotte, NC 28202

Part II – Operation at Current Location

1. Current Location Address: 366 Broadway, Amityville,

2. Owned or Leased: Contract Vendee

3. Describe your present location (acreage, square footage, number of buildings, number of floors, etc.):

Vacant. 7.68 acres

4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services:

Apartment & Townhome Rentals

5. Are other facilities or related companies of the Applicant located within the State?

Yes ☒ No ☐

A. If yes, list the Address: (Previously submitted)

6. 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 facility or facilities located within the State? Yes ☐ No ☒

A. If no, explain how current facilities will be utilized: rentals

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:

7. Has the Applicant actively considered sites in another state? Yes ☒ No ☐

A. If yes, please list states considered and explain: Avalon Bay is a national Multifamily real estate

investment trust that assesses development opportunities throughout the US

8. Is the requested financial assistance reasonably necessary to prevent the Applicant from moving out of New York State? Yes ☐ No ☒

A. Please explain: _____

9. Number of full-time employees at current location and average salary: 0

Vacant

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Part III – Project Data**1. Project Type:****A. What type of transaction are you seeking?: (Check one)**

Straight Lease ☒ Taxable Bonds ☐ Tax-Exempt Bonds ☐
 Equipment Only Straight Lease ☐

B. Type of benefit(s) the Applicant is seeking: (Check all that apply)

Sales Tax Exemption ☒ Mortgage Recording Tax Exemption ☐
 Real Property Tax Abatement: ☒

2. Location of project:

A. Street Address: 366 Broadway

B. Tax Map: District 101 Section 2 Block 2 Lot(s) 3

C. Municipal Jurisdiction:

i. Village: Amityville
 ii. School District: Amityville UFSD #6
 iii. Library: _____

D. Acreage: 7.68

3. Project Components (check all appropriate categories):

- | | |
|---|---|
| A. Construction of a new building | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| i. Square footage: <u>401,625</u> | |
| B. Renovations of an existing building | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| i. Square footage: _____ | |
| C. Demolition of an existing building | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| i. Square footage: _____ | |
| D. Land to be cleared or disturbed | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| i. Square footage/acreage: _____ | |
| E. Construction of addition to an existing building | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| i. Square footage of addition: _____ | |
| ii. Total square footage upon completion: _____ | |
| F. Acquisition of an existing building | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| i. Square footage of existing building: _____ | |

G. Installation of machinery and/or Equipment ☒ Yes ☐ No

i. List principal items or categories of equipment to be acquired: Condensers

Aquatherm Units, Generators, Maintenance Equipment

4. Current 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: BH Realty Group LLC

B. Present use of the proposed location: Vacant

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): ☒ Yes ☐ No

E. Is there an existing or proposed lease for the site? (if yes, attach): ☐ Yes ☒ No

5. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: Construct 323 Apartment Units and 15 Townhomes

B. Proposed product lines and market demands: LI Index Reports 2016 & 2018

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:

D. Need/purpose for project (e.g., why is it necessary, effect on Applicant's business):

Lack of housing options will significantly impact younger resident's decisions to stay on LI.

Vivacious Downtown Centers with multifamily housing options will fill the void.

E. Will any portion of the project be used for the making of retail sales to customers who personally visit the project location? Yes ☐ No ☒

- i. If yes, what percentage of the project location will be utilized in connection with the sale of retail goods and/or services to customers who personally visit the project location? _____

6. Project Work:**A. Has construction work on this project begun? If yes, complete the following:**

i.	Site Clearance:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	_____
ii.	Foundation:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	_____
iii.	Footings:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	_____
iv.	Steel:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	_____
v.	Masonry:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	_____
vi.	Other:	_____			

B. What is the current zoning? Planned Residential District, ("PRD")**C. Will the project meet zoning requirements at the proposed location?**

Yes ☐ No ☒

D. If a variance or change of zoning is required, please provide the details/status of the variance or change of zone request:

See Attached

E. Have site plans been submitted to the appropriate planning department? Yes ☒ No ☐

7. Project Completion Schedule:

A. What is the proposed commencement date for the acquisition and the construction/renovation/equipping of the project?

i. Acquisition: 3/21

ii. Construction/Renovation/Equipping: 9/21

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: 36 +/- month duration to completion 1st Apt. deliveries in

Month 18-20

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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>	<u>Amount</u>
Land and/or building acquisition	\$ <u>21,840,000</u>
Building(s) demolition/construction	\$ <u>73,904,275</u>
Building renovation	\$ <u> </u>
Site Work	\$ <u>7,173,187</u>
Machinery and Equipment	\$ <u> </u>
Legal Fees	\$ <u>1,000,000</u>
Architectural/Engineering Fees	\$ <u>2,200,000</u>
Financial Charges	\$ <u>5,588,492</u>
Other (Specify)	\$ <u>7,700,000 (other soft costs)</u>
Total	\$ <u>119,405,954</u>

2. Method of Financing:

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	\$ <u> </u>	<u> </u> years
B. Taxable bond financing:	\$ <u> </u>	<u> </u> years
C. Conventional Mortgage:	\$ <u> </u>	<u> </u> years
D. SBA (504) or other governmental financing:	\$ <u> </u>	<u> </u> years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$ <u> </u>	
F. Other loans:	\$ <u> </u>	<u> </u> years
G. Owner/User equity contribution:	\$ <u>119,405,954</u>	<u> </u> years

Total Project Costs \$ 119,405,954

- i. What percentage of the project costs will be financed from public sector sources?

0%

3. Project Financing: (**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 ☐

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:

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Part V – Project Benefits

1. Mortgage Recording Tax Benefit:

- A. Mortgage Amount for exemption (include sum total of construction/permanent/bridge financing):

\$ _____

- B. Estimated Mortgage Recording Tax Exemption (product of Mortgage Amount and current Mortgage Recording Tax Rate):

\$ _____

2. Sales and Use Tax Benefit:

- A. Gross amount of costs for goods and services that are subject to State and local Sales and Use Tax (such amount to benefit from the Agency's exemption):

\$ 28,388,812 _____

- B. Estimated State and local Sales and Use Tax exemption (product of current State and Local Sales and Use Tax Rate and figure above):

\$2,448,535 _____

- C. If your project has a landlord/tenant (owner/user) arrangement, please provide a breakdown of the number in "B" above:

i. Owner: \$ N/A _____

ii. User: \$ N/A _____

3. Real Property Tax Benefit:

- A. Identify and describe if the project will utilize a real property tax exemption benefit other than the Agency's PILOT benefit:

PILOT Only _____

- B. Agency PILOT Benefit:

i. Term of PILOT requested: 15 _____

- ii. Upon acceptance of this application, the Agency staff will create a PILOT schedule and indicate the estimated amount of PILOT Benefit based on anticipated tax rates and assessed valuation and attached such information to Exhibit A 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 Exhibit A 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:

	<u>Present</u>	<u>First Year</u>	<u>Second Year</u>	<u>Residents of LMA</u>
Full-Time	0	7	7	5-7
Part-Time**	0			

* 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	1	70K-120K	17,500-30,000
Professional	2	40K-50K	10,000-12,500
Administrative			
Production			
Supervisor			
Laborer	4	33k-65k	8,250-16,250
Other			

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

3. Annualized salary range of jobs to be created in the first two years (see question #1).

FROM \$33k _____ TO \$120k _____

4. List the number of *Construction jobs (if applicable) to be created by the Applicants Project.

	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
* Full-Time	<u>104</u>	<u>173</u>	<u>156</u>
** Part-Time	_____	_____	_____

*Construction jobs are defined as full-time equivalents (FTE), or 2,080-hour units of labor (one construction period job equates to one full-time job for 1 year).

**A part-time or temporary job may be considered one job 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.

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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 ☐

Applicant will not be able to proceed without assistance due to financial limitations

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?

Village will be unable to reposition hospital site and beautify and revitalize downtown area.

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 MF

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 MF

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 MF

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 MF

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 MF

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 MP

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 MP

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 Schedule A 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.

Initial MP

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 MP

Part VIII – Submission of Materials

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

William F. Dudine, Partner
Katten Muchin Rosenman LLP
575 Madison Avenue
New York, NY 10022-2585

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.
3. 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 guarantor 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.

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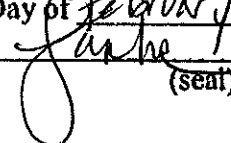
Part IX – Certification

Martin Piazzola (name of representative of company submitting application) deposes and says that he or she is the Senior Vice President (title) of Avalon Bay Communities Inc., the corporation (company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; 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 information 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.


Representative of Applicant

Sworn to me before this 24th
Day of February, 20 21

(seal)

TARA VISCONTI
Notary Public, State of New York
No. 02-V1800782
Qualified in Suffolk County
Commission Expires April 21, 2023

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.

EXHIBIT A

AvalonBay Communities, LLC

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

For Payments in Lieu of Village Real Property Taxes:

For the period commencing on the Abatement Commencement Date (hereinafter defined) until the earlier of the date on which the straight lease transaction (i) expires, (ii) is terminated or (iii) the date on which the IDA no longer maintains a leasehold interest in the Facility, the Company shall make PILOT payments with respect to Village real property taxes as follows:

Definitions

Abatement Commencement Date = the Taxable Status Date of the Village (i.e., January 1) immediately following the issuance of a certificate of occupancy (final or temporary), certificate of completion or any other document that attests to compliance with applicable building codes after substantial completion of construction of the Facility ("**Certificate of Occupancy**").

- A = The "**Village Full Assessed Value**" of the Facility as determined by the Village Tax Assessor immediately after the issuance of the Certificate of Occupancy for the Facility and any modification of the assessed value as thereafter determined by the Village Tax Assessor.
- B = the "**Village Base PILOT**" which equals the Village Stabilized Base Assessed Value multiplied by the then current tax rate of the Village for such Village Tax Year.
- C = The current tax rate of the Village then in effect for such Village Tax Year.
- S = The "**Village Stabilized Base Assessed Value**" \$217,360.



Village Tax Year = Each Tax Year of the Village currently commences June 1 and ends May 31. The first Tax Year below shall commence on the June 1 of the year immediately following the January 1 of such year immediately succeeding issuance of the Certificate of Occupancy.

Village Tax Year

1	B	+	0				
2	B	+	((A-S)	x	6.667%)	x	C
3	B	+	((A-S)	x	13.333%)	x	C
4	B	+	((A-S)	x	20.000%)	x	C
5	B	+	((A-S)	x	26.667%)	x	C
6	B	+	((A-S)	x	33.333%)	x	C
7	B	+	((A-S)	x	40.000%)	x	C
8	B	+	((A-S)	x	46.667%)	x	C
9	B	+	((A-S)	x	53.333%)	x	C
10	B	+	((A-S)	x	60.000%)	x	C
11	B	+	((A-S)	x	66.667%)	x	C
12	B	+	((A-S)	x	73.333%)	x	C
13	B	+	((A-S)	x	80.000%)	x	C
14	B	+	((A-S)	x	86.667%)	x	C
15	B	+	((A-S)	x	93.334%)	x	C
16 and thereafter							

Full Village taxes due on the assessed value of the Facility Realty in accordance with the then current tax rate of the Village and then current assessed value of the Facility Realty.

For Payments in Lieu of all other Real Property Taxes (County, Town, School District and Library):

For the period commencing on the Abatement Commencement Date (hereinafter defined) until the earlier of the date on which the straight lease transaction (i) expires, (ii) is terminated or (iii) the date on which the IDA no longer maintains a leasehold interest in the Facility, the Company shall make PILOT payments with respect to real property taxes other than Village real property taxes as follows:

Definitions

Abatement Commencement Date = the Taxable Status Date of the Town (i.e., March 1) immediately following the issuance of a Certificate of Occupancy.

A = The "Town Full Assessed Value" of the Facility as determined by the Town Tax Assessor immediately after the issuance of the Certificate of Occupancy for the Facility and any modification of the assessed value as thereafter determined by the Town Tax Assessor.

B = the "Town Base PILOT" which equals the Town Stabilized Base Assessed Value multiplied by the then current tax rate of the Town for such Town Tax Year.

C = The current tax rate of the Town then in effect for such Town Tax Year.

S = The "Town Stabilized Base Assessed Value" of \$32,790 for the Town.

Town Tax Year = Each Tax Year of the Town currently commences December 1 and ends November 30. The first Tax Year below shall commence on the December 1 of the year immediately following the March 1 of such year immediately succeeding issuance of the Certificate of Occupancy.

Town Tax Year

1	B	+	0					
2	B	+	((A-S)	x	6.667%)	x	C	
3	B	+	((A-S)	x	13.333%)	x	C	
4	B	+	((A-S)	x	20.000%)	x	C	
5	B	+	((A-S)	x	26.667%)	x	C	
6	B	+	((A-S)	x	33.333%)	x	C	
7	B	+	((A-S)	x	40.000%)	x	C	
8	B	+	((A-S)	x	46.667%)	x	C	
9	B	+	((A-S)	x	53.333%)	x	C	
10	B	+	((A-S)	x	60.000%)	x	C	
11	B	+	((A-S)	x	66.667%)	x	C	
12	B	+	((A-S)	x	73.333%)	x	C	
13	B	+	((A-S)	x	80.000%)	x	C	
14	B	+	((A-S)	x	86.667%)	x	C	
15	B	+	((A-S)	x	93.333%)	x	C	

16 and thereafter

Full taxes due on the assessed value of the Facility Realty (other than Village real property tax) in accordance with the then current tax rate of the Town and then current assessed value of the Facility Realty.

Exhibit A

January 8, 2020

Avalon Bay Communities, Inc.
Amityville, NY 11701
0101 002.00 02.00 003.000

Assuming Constants of:

Number of Years	Base PILOT	Incremental Abatement %	PILOT %	Current tax		Town	Village
				Base AV	Estimated Land		
				Estimated Incremental AV			
				2018-2019	Rate per \$100		
				2019-2020	Rate per \$100		
1	115,696	100.000%	0.000%			\$ 32,315	\$ 78,011
2	118,010	93.333%	6.667%				
3	120,370	86.667%	13.333%			32790	217360
4	122,778	80.000%	20.000%			575400	1550780
5	125,234	73.333%	26.667%				
6	127,738	66.667%	33.333%			608190	1768140
7	130,293	60.000%	40.000%			217,7389	
8	132,898	53.333%	46.667%				35.89
9	135,556	46.667%	53.333%				
10	138,268	40.000%	60.000%				
11	141,033	33.333%	66.667%				
12	143,853	26.667%	73.333%				
13	146,731	20.000%	80.000%				
14	149,665	13.333%	86.667%				
15	152,659	6.666%	93.334%				
	\$ 2,000,782					\$ 1,324,266	\$ 634,585
						\$ 1,363,159	\$ 634,585
							\$ 1,997,744

Projected Assessed Value

Estimated Current tax eligible for PILOT
Other Non-Abated taxes

Number of Years	Base PILOT	Incremental Abatement %	PILOT %	Combined		Estimated Savings Town	Estimated Savings Village
				Estimated to be Paid	Estimated Savings		
1	115,696	100.000%	0.000%	\$ 154,589	\$ 1,960,687	\$ 71,898	\$ 589,970
2	118,010	93.333%	6.667%	290,226	1,866,578	165,751	124,465
3	120,370	86.667%	13.333%	431,236	1,767,927	263,364	167,872
4	122,778	80.000%	20.000%	577,817	1,664,551	364,846	212,971
5	125,234	73.333%	26.667%	730,078	1,556,358	470,273	259,805
6	127,738	66.667%	33.333%	888,206	1,443,182	579,786	308,420
7	130,293	60.000%	40.000%	1,052,417	1,324,822	693,533	358,884
8	132,898	53.333%	46.667%	1,222,829	1,201,177	811,586	411,243
9	135,556	46.667%	53.333%	1,398,649	1,072,059	934,100	465,549
10	138,268	40.000%	60.000%	1,583,074	937,291	1,061,207	521,867
11	141,033	33.333%	66.667%	1,773,318	796,676	1,193,067	580,251
12	143,853	26.667%	73.333%	1,970,515	650,102	1,329,763	640,752
13	146,731	20.000%	80.000%	2,174,917	497,333	1,471,486	703,451
14	149,665	13.333%	86.667%	2,386,753	338,165	1,618,351	768,402
15	152,659	6.666%	93.334%	2,606,183	172,456	1,770,508	835,675
	\$ 2,000,782			\$ 19,241,807	\$ 17,249,364	\$ 12,799,509	\$ 5,190,319
						\$ 6,442,298	\$ 5,190,319



December 6, 2019

Estimate of Net PILOT Exemptions

Avalon Bay Communities, Inc.
Amityville, NY 11701
0101 002.00 02.00 003.000

Studio (11 Affordable) 49
1-Bdrm (11 Affordable) 184
2-Bdrm (11 Affordable) 69
3-Bdrm 15
2-Townhouse 10
3-Townhouse 11

Assuming Constants of:

Current AV 14300

Estimated Land
Estimated Incremental AV

32790
575400

Total Units

338

Projected Assessed Value

Estimated Current tax eligible for PILOT

Other Non-Abated taxes (Sewer)

2018-2019

608190
217,7389 \$ 1,324,266
\$ 38,893
1,363,159

Estimated Construction completion - February 2021

	3	2.00% Rate	15 BASE PILOT 14300	Estimated Increment w/o Exemption 593890	Estimated Eligible Tax w/o Exemption 608190	Year PILOT Abate	Tax	Estimated PILOT Savings	Incremental PILOT 593890	PILOT	Non-Abated 0%	To be Paid
2021	2022	230.8032	1	\$ 33,005	\$ 1,370,717	100.000%	0.000%	\$ (1,370,717)	\$ -	\$ 33,005	\$ 38,893	\$ 71,898
2022	2023	235.4193	2	33,665	1,398,132	93.333%	6.667%	(1,304,929)	93,203	126,868	38,893	165,761
2023	2024	240.1277	3	34,338	1,426,085	86.667%	13.333%	(1,235,962)	190,133	224,471	38,893	263,364
2024	2025	244.9303	4	35,025	1,454,517	80.000%	20.000%	(1,163,689)	290,928	325,953	38,893	364,846
2025	2026	249.8289	5	35,726	1,483,708	73.333%	26.67%	(1,088,064)	395,654	431,380	38,893	470,273
2026	2027	254.8255	6	36,440	1,513,383	66.667%	33.333%	(1,008,930)	504,453	540,893	38,893	579,786
2027	2028	259.9220	7	37,169	1,543,651	60.000%	40.00%	(926,180)	617,471	654,640	38,893	693,533
2028	2029	265.1204	8	37,912	1,574,524	53.333%	46.67%	(839,743)	734,781	772,693	38,893	811,586
2029	2030	270.4228	9	38,670	1,606,014	46.667%	53.33%	(749,477)	856,537	895,207	38,893	934,100
2030	2031	275.8313	10	39,444	1,638,134	40.000%	60.00%	(655,264)	982,870	1,022,314	38,893	1,061,207
2031	2032	281.3479	11	40,233	1,670,897	33.333%	66.67%	(556,956)	1,113,941	1,154,174	38,893	1,193,067
2032	2033	286.9749	12	41,037	1,704,316	26.667%	73.33%	(454,483)	1,249,893	1,290,870	38,893	1,329,763
2033	2034	292.7144	13	41,858	1,738,402	20.000%	80.00%	(347,687)	1,390,715	1,432,573	38,893	1,471,466
2034	2035	298.5687	14	42,695	1,773,170	13.333%	86.67%	(236,407)	1,536,763	1,579,458	38,893	1,618,351
2035	2036	304.5401	15	43,549	1,808,633	6.666%	93.33%	(120,567)	1,688,066	1,731,615	38,893	1,770,508
												\$583,395
												\$12,216,114
												\$12,799,509



January 8, 2020

49

Studio (11 Affordable)

Avalon Bay Communities, Inc.

184

1-Bdrm (11 Affordable)

Amityville, NY 11701

69

2-Bdrm (11 Affordable)

0101 002.00 02.00 003.000

15

3-Bdrm

10

2-Townhouse

Assuming Constants of:

11

3-Townhouse

Current AV no development

TOWN

14300

Village

231660

\$ 31,136 \$ 73,011 \$

1,179

109,147

\$ 32,315 \$ 73,011

\$

\$110,326

14300

217360

217360

593890

1550780

338

Total Units

606190

1766140

Projected Assessed Value

217,7389

35.89

Estimated Current tax eligible for PILOT

Estimated Taxes @ Current rates

1,958,851

38,893

Estimated Construction completion - February 2021

3	200% Rate	15 BASE PILOT 217360	Estimated Increment w/o 1550780	Estimated Eligible Tax w/o 1768140	Year PILOT Abate	Tax	Estimated PILOT Savings	Incremental PILOT 1550780	0%		To be Paid
									PILOT	Non-Abated	
2022	38.0434	1	\$ 82,691	\$ 589,970	\$ 672,661	100.000%	0.000%	\$ (589,970)	-	\$ 82,691	\$ 82,691
2023	38.8043	2	84,345	601,769	686,114	93.333%	6.867%	(561,649)	40,120	124,465	124,465
2024	39.5804	3	86,032	613,805	699,837	86.667%	13.333%	(531,965)	81,840	167,872	167,872
2025	40.3720	4	87,753	626,080	713,833	80.000%	20.000%	(500,862)	125,218	212,971	212,971
2026	41.1794	5	89,508	638,601	728,109	73.333%	26.667%	(468,304)	170,297	259,805	259,805
2027	42.0030	6	91,298	651,374	742,672	66.667%	33.333%	(434,252)	217,122	308,420	308,420
2028	42.8431	7	93,124	664,402	757,526	60.000%	40.000%	(398,642)	265,760	358,884	358,884
2029	43.7000	8	94,986	677,691	772,677	53.333%	46.667%	(361,434)	316,257	411,243	411,243
2030	44.5740	9	96,886	691,245	788,131	46.667%	53.333%	(322,582)	368,663	465,549	465,549
2031	45.4655	10	98,824	705,070	803,894	40.000%	60.000%	(282,027)	423,043	521,867	521,867
2032	46.3748	11	100,800	719,171	819,971	33.333%	66.667%	(239,720)	479,451	580,251	580,251
2033	47.3023	12	102,816	733,555	836,371	26.667%	73.333%	(195,619)	537,936	640,752	640,752
2034	48.2483	13	104,873	748,224	853,097	20.000%	80.000%	(149,646)	598,578	703,451	703,451
2035	49.2133	14	106,970	763,190	870,160	13.333%	86.667%	(101,758)	661,432	768,402	768,402
2036	50.1976	15	109,110	778,454	887,584	6.666%	93.334%	(51,889)	726,565	835,675	835,675
2037											
			\$1,430,016	\$10,202,601	\$11,632,617		\$	\$ (5,190,319)	\$5,012,282	\$6,442,298	\$6,442,298
											\$0



SCHEDULE A

Agency's Fee Schedule

Schedule A
Agency's Fee Schedule

Application Fee **\$ 1,500**

Estimated Public Hearing Notice & Deviation memo delivery **1,000**

Land &/or Bldg Acquistion	\$ 21,840,000
Bldg demo / construction	73,904,275
Site Work	7,173,187
Machinery & Equip	
Legal fees	1,000,000
Arch/Engineering fees	2,200,000
Financial Charges	5,588,492
Permits, Consultant, Inspection fee	-
Taxes & Insurance	
Other Soft Costs	7,700,000

Total Project Cost pg 14 **\$ 119,405,954**

Large Development

1-15 M	15,000,000	1.00%	150,000
15- 25 M	10,000,000	0.75%	75,000
25 - 35 M	10,000,000	0.50%	50,000
< 35 M	84,405,954	0.25%	211,015

Estimated Project costs **\$ 119,405,954** **\$486,015**

Estimated Savings

Est PILOT savings	15 year	\$ 17,249,364
0.75 Est Mtg Rec	page 16	-
0.0863 Sales Tax - Reno & Equip	page 16	28,388,812
		2,448,535

Estimated Savings 0.75% 19,697,899 **\$ 147,735**

Estimated Closing Fee **633,750**

Total Estimnted Fee **\$ 636,250**

Plus an Annual Reporting / Compliance fee of \$1,000 per year for the duration of the PILOT

**** Legal Fees:** The Applicant/Owner is responsible for all legal fees at closing, which include both local and project counsel. Legal fees can generally range from \$90,000 to \$145,000 depending upon the size and complexity of the project. These fees can be rolled into your financing.



SCHEDULE B

Agency's Recapture Policy

SCHEDULE B

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

(a) If there shall occur a Recapture Event after the date hereof, the Company shall pay to the Agency, or to the State of New York, if so directed by the Agency (except as otherwise specified below) as a return of public benefits conferred by the Agency, the following amounts:

- (i) one hundred percent (100%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs within the first five (5) years after the date hereof;
- (ii) eighty percent (80%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the period from the sixth (6th) year through and including the eighth (8th) year after the date hereof;
- (iii) sixty percent (60%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the ninth (9th) year after the date hereof;
- (iv) forty percent (40%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the tenth (10th) year after the date hereof; or
- (v) twenty percent (20%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the eleventh (11th) year after the date hereof.

(b) The term "**Recaptured Benefits**" shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency's participation in the transaction contemplated by the Lease Agreement including, but not limited to, the amount equal to 100% of:

- (i) the Mortgage Recording Tax Exemption; and
- (ii) Sales Tax Exemption savings realized by or for the benefit of the Company, including any savings realized by any Agent pursuant to the Lease Agreement and each Sales Tax Agent Authorization Letter issued in connection with the Facility (the "**Company Sales Tax Savings**"); and
- (iii) real property tax abatements granted pursuant to Section 5.1 hereof (the "**Real Property Tax Abatements**");

which Recaptured Benefits from time to time shall upon the occurrence of a Recapture Event in accordance with the provisions of subsection (c) below and the declaration of a Recapture Event by notice from the Agency to the Company be payable directly to the Agency or the State of New York if so directed by the Agency within ten (10) days after such notice.



(c) The term "**Recapture Event**" shall mean any of the following events:

- (1) sale or closure of the Facility;
- (2) a material violation of the terms and conditions of the Transaction Documents, including failure to complete the Facility in accordance with Section 3.6 hereof;
- (3) a material misrepresentation made by the Company and contained in the application for Financial Assistance, any Transaction Documents or any other materials delivered pursuant to the Transaction Documents;
- (4) the Company shall have liquidated its operations and/or assets at the Facility (absent a showing of extreme hardship);
- (5) the Company 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;
- (6) (Reserved);
- (7) the Company shall have subleased all or any portion of the Facility in violation of the limitations imposed by the Transaction Documents, without the prior written consent of the Agency;
- (8) the Company shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Facility without the prior written consent of the Agency;
- (9) the failure by the Company to complete the Project on or before the Completion Date substantially in accordance with the Plans and Specification and the Project Budget;
- (10) the Company receives Company Sales Tax Savings in connection with the Project Work in excess of the Maximum Company Sales Tax Savings Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to such excess Company Sales Tax Savings only. It is further provided that failure to repay the Company Sales Tax Savings within thirty (30) days shall constitute a Recapture Event with respect to all Recaptured Benefits; and
- (11) The Company fails to use and maintain the Facility as an Affordable Housing Project for the term of this Lease Agreement.

(d) Furthermore, notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a result of (i) a "force majeure" event (as more particularly defined in Section 10.1(b) hereof), (ii) a taking or condemnation by



governmental authority of all or part of the Facility, or (iii) the inability or failure of the Company after the Facility shall have been destroyed or damaged in whole or in part (such occurrence a "Loss Event") to rebuild, repair, restore or replace the Facility to substantially its condition prior to such Loss Event, which inability or failure shall have arisen in good faith on the part of the Company or any of its affiliates so long as the Company or any of its affiliates have diligently and in good faith using commercially reasonable efforts pursued the rebuilding, repair, restoration or replacement of the Facility or part thereof.

(e) The Company covenants and agrees to furnish the Agency with written notification (i) within thirty (30) days of the end of each Tax Year the number of FTEs located at the Facility for such Tax Year, and (ii) within thirty (30) days of actual notice of any facts or circumstances which would likely lead to a Recapture Event or constitute a Recapture Event hereunder. The Agency shall notify the Company of the occurrence of a Recapture Event hereunder, which notification shall set forth the terms of such Recapture Event.

(f) In the event any payment owing by the Company under this Section shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at a rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Company shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(g) The Agency shall be entitled to deduct all reasonable out of pocket expenses of the Agency, including without limitation, reasonable legal fees, incurred with the recovery of all amounts due under this Section 5.4, from amounts received by the Agency pursuant to this Section 5.4.

The obligations of the Company under this Section 5.4 shall survive the termination or expiration of this Lease Agreement for any reason whatsoever. The Agency, in its sole discretion and in furtherance of the purposes of the Act, may waive, the payment of Recaptured Benefits in whole or in part, for good cause shown.



AvalonBay Communities - NYS

Name	Address	City	
AVA DoBro	100 Willoughby Street	Brooklyn	11201
AVA High Line	525 West 28th Street	New York	10001
Avalon at Glen Cove	1100 Avalon Square	Glen Cove	11542
Avalon Bowery Place	11 East First Street	New York	10003
Avalon Bronxville	125 Parkway Road	Bronxville	10708
Avalon Brooklyn Bay	1501 Voorhies Avenue	Brooklyn	11235
Avalon Clinton	515 West 52nd Street	New York	10019
Avalon Commons	313 Avalon Circle	Smithtown	11787
Avalon Court	100 Court North Drive	Melville	11747
Avalon Fort Greene	343 Gold Street	Brooklyn	11201
Avalon Garden City	998 Stewart Avenue	Garden City	11530
Avalon Glen Cove North	100 Glen Street	Glen Cove	11542
Avalon Great Neck	240 East Shore Road	Great Neck	11023
Avalon Green	500 Town Green Drive	Elmsford	10523
Avalon Huntington Station	1700 East 5th Street	Huntington Station	11746
Avalon Mamaroneck	746 Mamaroneck Avenue	Mamaroneck	10543
Avalon Midtown West	250 W. 50th Street	New York	10019
Avalon Morningside Park	1 Morningside Drive	New York	10025
Avalon Ossining	217 North Highland Avenue	Ossining	10562
Avalon Riverview	4-75 48th Avenue	Long Island City	11101
Avalon Rockville Centre	80 North Centre Avenue	Rockville Centre	11570
Avalon Somers	49 Clayton Blvd	Baldwin Place	10505
Avalon Towers	10 West Broadway	Long Beach	11561
Avalon West Chelsea	282 11th Avenue	New York	10001
Avalon Westbury	1299 Corporate Drive	Westbury	11590
Avalon White Plains	27 Barker Avenue	White Plains	10601
Avalon Willoughby Square	214 Duffield Street	Brooklyn	11201
Avalon Yonkers	79 Alexander Street	Yonkers	10701

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 1 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.

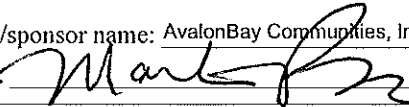
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Name of Action or Project: Proposed Zoning Code and Map Amendments for Multifamily Residential Development							
Project Location (describe, and attach a location map): 366 Broadway, Incorporated Village of Amityville, Suffolk County, New York (SCTM District 0101 - Section 002.00 - Block 02.00 - Lot 003.000)							
Brief Description of Proposed Action: The proposed action involves a change of zone from the B-1 Retail Business, B-2 General Business, and B Residence Districts to a newly created Planned Residential District, to allow for the construction of a 338-unit multifamily residential development. In accordance with the State Environmental Quality Review Act (SEQRA), the Village of Amityville Board of Trustees has previously conducted a coordinated environmental review of the proposed action and, as Lead Agency, issued a Negative Declaration on November 25, 2019.							
Name of Applicant or Sponsor: AvalonBay Communities, Inc.		Telephone: 516-501-6000 E-Mail: Martin_Piazzola@avalonbay.com					
Address: 58 South Service Road							
City/PO: Melville		State: New York	Zip Code: 11747				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? 7.68± acres b. Total acreage to be physically disturbed? 7.68± acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 7.68± acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): Institutional (Brunswick Hospital Center, South Oaks Hospital, Massapequa Center Rehabilitation & Nursing) <input type="checkbox"/> Parkland							

*See Attachment.

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
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: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES The proposed action would involve the installation of a new stormwater management system which would contain and recharge stormwater on-site via a system of underground leachign structures (i.e., leaching pools and galleys).			

*The proposed action is permitted within the Planned Residential District, to which the subject property was re-zoned by the Village Board of Trustees on November 25, 2019.

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: AvalonBay Communities, Inc. Date: <u>2-27-2020</u> Signature: <u></u>		

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?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

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

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.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an 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

Print 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)

PRINT