



**BABYLON INDUSTRIAL DEVELOPMENT AGENCY**

**Thomas E. Dolan**  
**Chief Executive Officer**

**FORM APPLICATION FOR FINANCIAL ASSISTANCE**

**DATE:** 11/19/2020

**APPLICATION OF:** L3Harris Technologies, Inc.  
**Company Name of Beneficial User of Proposed Project**  
**(Not Realty or Special Purpose Entity (SPE) created for liability)**

**CURRENT ADDRESS:** 1500 New Horizons Blvd.  
Amityville, NY 11701

**ADDRESS OF PROPERTY TO RECEIVE BENEFITS:** 2000 New Horizons Blvd.  
Amityville, NY 11701

**Tax Map # District** 0100 **Section** 126.01 **Block** 01.00 **Lot (s)** 004.037

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**Part I: User (Applicant) & Owner Data (if different)****1. User Data (Applicant):****A. User:** L3Harris Technologies, Inc.**Address:** 1500 New Horizons Blvd.Amityville, NY 11701**Federal Employer ID #:** [REDACTED]**Website:** www.L3Harris.com**NAICS Code:** 336411

(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/](http://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** New York Stock Exchange (NYSE) under symbol: LHX**State of Incorporation/Formation:** Delaware**C. Nature of Business:**

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

Manufacturer of military and commercial products**D. User Counsel:****Firm Name:** L3Harris (L3Harris Counsel) & Harris Beach (Outside Counsel)**Address:** 1025 W. Nasa Blvd., Melbourne, FL 32919 (L3Harris Counsel)99 Garnsey Road, Pittsford, NY 14534 (Outside Counsel)**Individual Attorney:** Jennifer Black (L3Harris Counsel) / Chip Russell (Outside Counsel)**Phone Number:** 321-724-3306 (L3Harris)  
585-419-8635 (Outside Counsel)**E-mail:** Jennifer.Black@L3Harris.com  
CRussell@HarrisBeach.com

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

Name	Percent Owned
N/A; Publicly owned company	N/A

**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, the company and its subsidiaries have not filed for bankruptcy. Company is publicly traded and its unknown

regarding individual stockholders.

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

No, the company and its subsidiaries have not been convicted of felony, misdemeanor, or criminal offense. Company

is publicly traded and its unknown regarding individuals.

**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, company is publicly traded.

**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:**

Please see company's annual report for list of related organizations.

**I. List parent corporation, sister corporations and subsidiaries:**

Please see company's annual report for list of related organizations.

- 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:

Yes, L3Harris Technologies, Inc. has an existing property tax abatement agreement with the IDA for buildings

located at 1250 New Horizons Blvd., & 1500 New Horizons Blvd., Amityville, New York, 11701.

K. List major bank references of the User:

Company is public traded with approx. \$18 billion in revenue.

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"): 2000 New Horizons Realty LLC

Address: 26 Winchester Drive

Muttontown, NY 11545

Federal Employer ID #: [REDACTED] Website: Not applicable

NAICS Code: 531120

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: New York

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: Law Offices of Andrew Presberg, P.C.

Address: 100 Corporate Plaza, Suite B102

Islandia, NY 11749

Individual Attorney: Andrew D. Presberg, Esq.

Phone Number: 631-232-4444

E-mail: APresberg@presberg.com

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

Name	Percent Owned
<u>Saiful Kibria</u>	<u>33.33%</u>
<u>Rozina Kabir</u>	<u>66.67%</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.

Bronson Nutritionals, LLC; Futurebiotics Laboratories, Inc.; FB Laboratories, Inc.; Kabco Pharmaceuticals, Inc.

(Kabo business closed)

- 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:

N/A

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

None

- 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:

TD Bank, N.A.

**Part II – Operation at Current Location**

1. Current Location Address: 1250 & 1500 New Horizons Blvd., Amityville, NY 11701
  
2. Owned or Leased: Leased
  
3. Describe your present location (acreage, square footage, number of buildings, number of floors, etc.):  
L3Harris currently leases approx. 100,000 SF at 1250 New Horizons Blvd., and 124,500 SF at 1500 New Horizons Blvd. Both buildings are adjacent from one another and located in Amityville, NY.
  
4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services:  
L3Harris Technologies, Inc. manufacturers military and commercial products.
  
5. Are other facilities or related companies of the Applicant located within the State?  
Yes ☒ No ☐
  - A. If yes, list the Address: Please see supplemental attachment
  
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: This project is an expansion of L3Harris Technologies presence in New York and current NY State facilities will continue normal operations.
  
  - 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:  
N/A



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

A. If yes, please list states considered and explain: The company has considered Melbourne, Florida

where operations could consolidate with its corporate headquarters.

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

A. Please explain: L3Harris has facilities & operations across the globe. Due to a significant increase in customer

demand, the company has to expand and could do so at a number of existing L3Harris locations.

9. Number of full-time employees at current location and average salary: Under its existing IDA

agreements, the company is committed to maintaining at least 340 FTEs at its two existing locations at 1250 & 1500 New Horizons Boulevard, Amityville. The company currently has approx. 600 FTEs at the two locations and actual employment is subject to fluctuations as fluctuations in defense spending can often increase and decrease headcounts over a long duration. Average annual salary is \$90,870.

*(Remainder of Page Intentionally Left Blank)*

**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:** 2000 New Horizons Blvd., Amityville, NY 11701**B. Tax Map:** District 0100    Section 126.01    Block 01.00    Lot(s) 004.037**C. Municipal Jurisdiction:**

i. Village: NA  
 ii. School District: Copiague  
 iii. Library: Copiague

**D. Acreage:** 2.7**3. Project Components (check all appropriate categories):**

- |   |   |
|---|---|
| A. Construction of a new building                   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| i. Square footage: <u>NA</u>                        |   |
| B. Renovations of an existing building              | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| i. Square footage: <u>55,000</u>                    |   |
| C. Demolition of an existing building               | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| i. Square footage: <u>NA</u>                        |   |
| D. Land to be cleared or disturbed                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| i. Square footage/acreage: <u>NA</u>                |   |
| E. Construction of addition to an existing building | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| i. Square footage of addition: <u>NA</u>            |   |
| ii. Total square footage upon completion: <u>NA</u> |   |
| F. Acquisition of an existing building              | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| i. Square footage of existing building: <u>NA</u>   |   |

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

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

equipment, information technology (IT), network and office 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: No. Owner is 2000 New Horizons Realty LLC

B. Present use of the proposed location: Manufacturing facility

C. Is the proposed location currently subject to an IDA transaction (whether through this Agency or another?) ☐ Yes ☒ No

i. If yes, explain: Not to the company's knowledge

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: L3Harris Technologies, Inc. manufacturers military and commercial products. This facility would be an

expansion of the company's existing manufacturing operation in Amityville, New York and will also include office

and warehouse space.

B. Proposed product lines and market demands: Military and commercial products

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:

Not applicable

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

Due to an increase in demand, L3Harris needs to expand its manufacturing operations to meet the demands of its customers. The current two facilities at 1250 & 1500 New Horizons Blvd., do not have additional space available for the company to lease. However, an adjacent building at 2000 New Horizons Blvd. is available and L3Harris could lease the entire 55,000 SF building. One of the major considerations is that the building is contiguous to the existing Amityville campus which would allow for a 3-building campus with no separation. As business has doubled over the last few years, the company has outgrown existing space needed to operate efficiently.

**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? Not applicable

**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? Industrial****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:**

Not applicable

**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:** December 1, 2020 (approx.)

ii. **Construction/Renovation/Equipping:** December 1, 2020 - November 1, 2021 (approx.)

**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:** L3Harris Technologies, Inc. anticipates leasing the property

in December 2020. The facility will require additional tenant improvements as well as purchase and

installation of machinery and equipment before manufacturing operations may begin. It's estimated that

improvements would be complete & the company would begin production by November 1, 2021.

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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	\$ 0
Building(s) demolition/construction	\$ 0
Building renovation	\$ 3,380,080
Site Work	\$ 0
Machinery and Equipment	\$ 3,200,000
Legal Fees	\$ 0
Architectural/Engineering Fees	\$ 0
Financial Charges	\$ 0
Other (Specify)	\$ 0
<b>Total</b>	<b>\$ 6,580,080</b>

**2. Method of Financing:**

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	\$	_____ years
B. Taxable bond financing:	\$	_____ years
C. Conventional Mortgage:	\$	_____ years
D. SBA (504) or other governmental financing:	\$	_____ years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$	
F. Other loans:	\$	_____ years
G. Owner/User equity contribution:	\$ 6,580,080	N/A _____ years

**Total Project Costs**    \$ 6,580,080

- 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:

Not applicable

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- C. Will any of the funds borrowed through Agency Bonds be used to repay or refinance an existing mortgage or outstanding loan? Give details:

Not applicable

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- D. Has the Applicant made any arrangements for the marketing or the purchase of the bond or bonds? If so, indicate with whom:

Not applicable

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*(Remainder of Page Intentionally Left Blank)*

### **Part V – Project Benefits**

**1. Mortgage Recording Tax Benefit:**

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

\$ Not applicable

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

\$ Not applicable

**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):

\$ 2,200,000

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

\$ 189,750

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

i. Owner: \$ 0

ii. User: \$ 189,750

**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:

No. \_\_\_\_\_

- B. Agency PILOT Benefit:

i. Term of PILOT requested: 15 years

- 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	<u>^600 apx.</u>	<u>^^110</u>	<u>^^110</u>	<u>approx. 95 jobs</u>	^, ^^See Supplemental Attachment
Part-Time**	<u>0</u>	<u>0</u>	<u>0</u>	<u>approx. 95 jobs</u>	

\* 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:**

<u>Category of Jobs to be Retained and Created</u>	<u>Number of Employees</u>	<u>Average Salary or Range of Salary</u>	<u>Average Fringe Benefits or Range of Fringe Benefits</u>
Management	1	\$200,000	79.98% of salary
Professional	48	\$115,000	79.98% of salary
Administrative	2	\$54,000	79.98% of salary
Production	59	\$64,000	79.98% of salary
Supervisor	0	N/A	N/A
Laborer	0	N/A	N/A
Other	0	N/A	N/A

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 \$ 54,000 ^ TO \$ 87,309 ^ ^Average salary range for 110 jobs referenced on prior page

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>0</u>	<u>0</u>	<u>0</u>
** Part-Time	<u>5</u>	<u>0</u>	<u>0</u>

\*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.

*(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 ☐

Yes, because of the significant capital investment required, the Company must identify ways to mitigate a portion of these costs. Receipt of the property tax abatement through the IDA will allow a reduction in ongoing operational costs that have a positive financial impact for this project to expand in Amityville/Babylon, New York.

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?

If the Applicant is unable to obtain financial assistance from the IDA, it would need to reevaluate an expansion in

Amityville/Babylon & look to other existing L3Harris facilities with capabilities to accomodate additional manufacturing operations needed.

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 

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 

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 

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 

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 



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           

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           

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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           

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

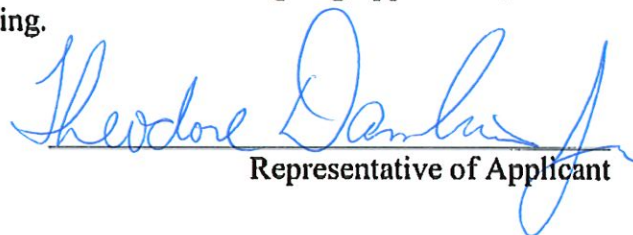


**Part IX – Certification**

Ted Damaskinos (name of representative of company submitting application)  
deposes and says that he or she is the General Manager (title) of L3Harris Technologies, 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 23  
Day of November, 20 20

(seal)

  
FRANK CAMARDA  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01CA6160749  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES FEB 12, 2023

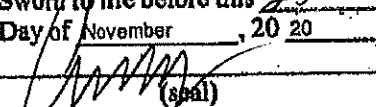
**Part IX – Certification****Property Owner (If different from Applicant)**

Saifu Kibria (name of representative of owner submitting application)  
deposes and says that he or she is the Member (title) of 2000 New Horizons Blvd. LLC,  
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 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  
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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  
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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 25  
Day of November, 20 20  
  
(seal)

ANDREW D. PRESBERG  
Notary Public, State of New York  
No. 4944884  
Qualified in Suffolk County  
Commission Expires Dec. 05, 20 22

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.



## Exhibit A

### 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
11	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 Due 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.

# EXHIBIT A

## Proposed PILOT - Estimate of Net Exemption

2000 New Horizons Bl  
N. Amityville NY 11701  
0100 126.01 01.00 004.037

(COP SD)

November 10, 2020

Assuming:

Assessed Value of: 53830

2019 -2020 Tax without Exemption 173,778

Tax Rate of: 314.9558

Rate Increment of: 2.00%

PILOT number of years 15

Abatements starting at 60%

Number of Years	Abatement %	PILOT %	Estimated Taxes To be Paid	Estimated Savings
1	60.0%	40.0%	\$ 74,916	\$ 105,800
2	56.0%	44.0%	83,543	100,700
3	52.0%	48.0%	92,453	95,400
4	48.0%	52.0%	101,688	89,800
5	44.0%	56.0%	111,257	84,000
6	40.0%	60.0%	121,206	77,850
7	36.0%	64.0%	131,473	71,500
8	32.0%	68.0%	142,104	64,850
9	28.0%	72.0%	153,148	57,850
10	24.0%	76.0%	164,539	50,600
11	20.0%	80.0%	176,327	43,000
12	16.0%	84.0%	188,562	35,050
13	12.0%	88.0%	201,177	26,850
14	8.0%	92.0%	214,223	18,250
15	4.0%	96.0%	227,755	9,300
Estimate Taxes to be paid			\$ 2,184,371	
Estimated Savings				\$ 930,800

**SCHEDULE A**

**Agency's Fee Schedule**

# SCHEDULE A

## Agency's Fee Schedule

**L3 Harris Technologies**

2000 New Horizons Bl

N Amityville, NY 11701

(Cop SD)

0100 126.01 01.00 004.037

Application Fee \$ 1,500

Estimated Public Hearing Notice \$ 800

### Straight lease

1.25% of Hard costs + 1% of Est savings

Acquisition	pg 14		1.25%	\$ -
Renovation	pg 14	3,380,080	1.25%	42,251
Machinery & Equip	pg 14	3,200,000	1.25%	40,000
Soft Costs				
		6,580,080		
Estimated Savings			1%	11,210

Estimated Closing fee \$ 93,461 \$ 93,461

Total Estimated Fees \$ 95,761

### Estimated Savings

Est PILOT		15@60	930,800
Est Mtg Rec	pg 16	0 0.75	-
Est Sales Tax	pg 16	2,200,000 0.08625	189,750
Estimated Savings			1,120,550
1% of Estimated Savings			11210

Applicant is responsible for all legal fees at closing, which include both local and project counsel.

Legal fees can generally range from \$25,000 to \$45,000 depending upon the size and complexity of the project.

**SCHEDULE B**

**Agency's Recapture Policy**

## **SCHEDULE B**

**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 sixth (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);

(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.

(e) 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.

**Supplemental Attachment to:**

Babylon Industrial Development Agency Form Application for Financial Assistance ("Application")

**Applicant:** L3Harris Technologies, Inc.**Application page 8, Part II, Question 5(a): Other facilities or related companies of the Applicant located within the State of New York**

L3Harris Technologies, Inc.

Additional Locations in New York State

	<b>Address</b>	<b>City</b>	<b>State</b>
1	7649, 7583 and 7601 West Henrietta Road	Rush	New York
2	596 Fishers Station Drive	Victor	New York
3	7640 & 7650 Omnitech Place	Victor	New York
4	600 Third Avenue	New York	New York
7	400 Initiative Drive	Rochester	New York
8	999 Beahan Road	Chili	New York
9	1313 Scottsville Road	Rochester	New York
10	2696 Manitou Rd	Rochester	New York
11	523 Culver Road	Rochester	New York
12	332 Initiative Drive	Rochester	New York
13	1130 Lee Road	Rochester	New York
15	147 Industrial Park Drive	Kirkwood	New York
16	1500 New Horizons Boulevard	North Amityville	New York
17	1250 New Horizons Boulevard	Amityville	New York
18	435 Moreland Road	Hauppauge	New York
19	800 Lee Road - Kodak Park K.P.S.	Rochester	New York
20	800 Lee Rd.	Rochester	New York
21	2696 Manitou Rd.	Rochester	New York
22	1350 Jefferson Road	Henrietta	New York
23	1680 University Ave.	Rochester	New York
24	97 Humboldt Street	Rochester	New York



**Supplemental Attachment to:**

Babylon Industrial Development Agency Form Application for Financial Assistance ("Application")

**Applicant:** L3Harris Technologies, Inc.

**Application page 17, Part VI – Employment Data, Question 1**

*^ Under its existing IDA agreements, the company is committed to maintaining at least 340 FTEs at its two existing locations at 1250 & 1500 New Horizons Boulevard, Amityville. The company current has approx. 600 FTEs at the two locations and actual employment is subject to fluctuations as fluctuations in defense spending can often increase and decrease headcounts over a long duration.*

*^^ The Company is committing to this job creation/retention as part of this proposed project, which will be in addition to its existing commitment of 340 jobs for 1250 & 1500 New Horizons Blvd. locations and that given the company's planned structure of the three locations, physical presence of the employees may vary, but the 110 FTE job creation/ retention will be tied to this project.*

**Supplemental Attachment to:**

Babylon Industrial Development Agency Form Application for Financial Assistance ("Application")

**Applicant:** L3Harris Technologies, Inc.

**Application page 19, Part VII – Representations, Certifications and Indemnifications**

**Question 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;
- (b) Hazardous wastes, environmental pollution;
- (c) Other operating practices.

***L3Harris Technologies, Inc. Response to questions 2(a), (b), and (c):***

*As an organization with a global footprint and 48,000 staff members worldwide, as a normal incident of the nature and kind of businesses in which we are or were engaged, various claims or charges are asserted and litigation or arbitration is commenced by or against us arising from or related to matters, including, but not limited to: product liability; personal injury; patents, trademarks, trade secrets or other intellectual property; labor and employee disputes; commercial or contractual disputes; strategic acquisitions or divestitures; the prior sale or use of former products allegedly containing asbestos or other restricted materials; breach of warranty; or environmental matters. Claimed amounts against us may be substantial but may not bear any reasonable relationship to the merits of the claim or the extent of any real risk of court or arbitral awards. Based on available information, in the opinion of management, settlements, arbitration awards and final judgments, if any, that are considered probable of being rendered against us in litigation or arbitration currently in existence are reserved against or would not have a material adverse effect on our financial condition, results of operations or cash flows.*

**Supplemental Attachment to:**

Babylon Industrial Development Agency Form Application for Financial Assistance ("Application")

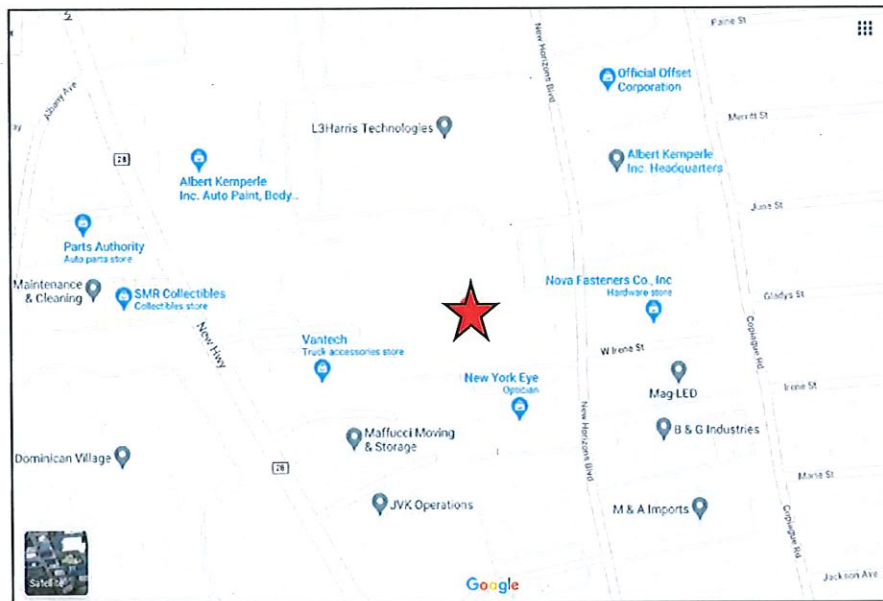
**Applicant:** L3Harris Technologies, Inc.

**Short Environmental Assessment Form**

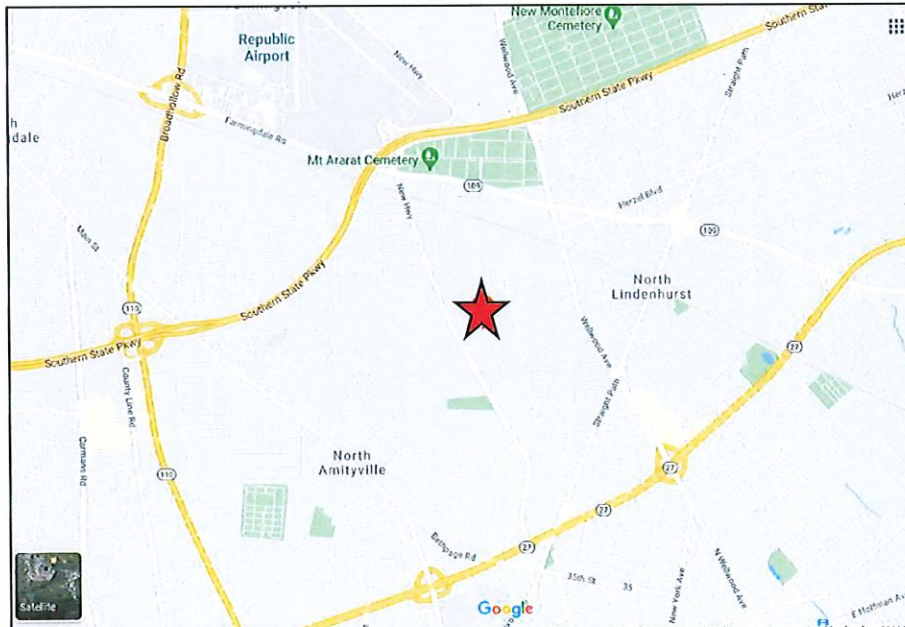
**Part I: Project Location – Location Map**

**Project Location:** 2000 New Horizons Blvd., Amityville, NY 11701

*View #1 (Zoomed In) – Project Location identified by red star*



*View #2 (Zoomed Out) – Project Location identified by red star*



# Short Environmental Assessment Form

## Part 1 - Project Information

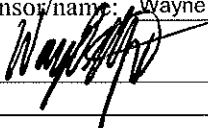
### Instructions for Completing

**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.

<b>Part 1 – Project and Sponsor Information</b>			
L3Harris Technologies, Inc.			
Name of Action or Project:			
L3Harris Technologies, Inc. Proposed Expansion			
Project Location (describe, and attach a location map):			
2000 New Horizons Blvd., Amityville, NY 11701 (See Supplemental Attachment for location map)			
Brief Description of Proposed Action:			
L3Harris Technologies, Inc. ("L3Harris") proposes to lease additional space at 2000 New Horizons Blvd., Amityville, NY 11701. This site will include manufacturing operations and an office.			
Name of Applicant or Sponsor:		Telephone: 631-630-5100	
L3Harris Technologies, Inc.		E-Mail: Wayne.Oettinger@L3Harris.com	
Address:			
1500 New Horizons Blvd.			
City/PO:		State:	Zip Code:
Amityville		NY	11701
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
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.			YES
			<input checked="" type="checkbox"/>
			<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval: Building permit from Town of Babylon			YES
			<input type="checkbox"/>
			<input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		2.7 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		2.7 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services 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 the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:			
Proposed action will meet state energy code requirements. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<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	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
_____			
_____			

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 plan?	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,	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/>		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
<hr/> <hr/>		
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 <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
<hr/> <hr/>		
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 <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
<hr/> <hr/>		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Wayne Oettinger (Applicant: L3Harris Technologies, Inc.)</u> Date: <u>11/17/2020</u>		
Signature: <u></u> Title: <u>Director of Operations</u>		