



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

**FORM APPLICATION FOR FINANCIAL ASSISTANCE**

**DATE:** 5/10/19

**APPLICATION OF:** PARKWAY VILLAGE ESTATES, LLC  
**Company Name of Beneficial User of Proposed Project**  
**(Not Realty or Special Purpose Entity (SPE) created for liability)**

**CURRENT ADDRESS:** 400 FLURRY LANE  
WEST BABYLON, NY 11704

**ADDRESS OF PROPERTY TO RECEIVE BENEFITS:** 766-768 DEER PARK AVE  
N. BABYLON, NY 11703

**Tax Map # District** 0100 **Section** 147.00 **Block** 03.00 **Lot (s)** 015.001

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**Part I: User (Applicant) & Owner Data (if different)****I. User Data (Applicant):**A. User: PARKWAY VILLAGE ESTATES LLCAddress: 400 FLURRY LANEWEST BABYLON, NY 11704Federal Employer ID #: [REDACTED]Website: [REDACTED]NAICS Code: [REDACTED]

(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 ☐LLC  
Partnership ☒Privately Held ☐Public Corporation ☐Listed on [REDACTED]State of Incorporation/Formation: [REDACTED]**C. Nature of Business:**

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

DEVELOPMENT OF LAND FOR RESIDENTIAL APARTMENTS**D. User Counsel:**Firm Name: CERTILMAN BALIN ADLER & HYMAN LLPAddress: 90 MERRICK AVE., 9th FLOOREAST MEADOW, NY 11554Individual Attorney: DAN BAKER, ESQ.Phone Number: 516-296-7158 E-mail: DBAKER@CERTILMANBALIN.COM

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

Name	Percent Owned
THE ROBERT A CURCIO JR 2015 IRR TRUST	50%
THE MATTHEW CLASSI 2012 FAMILY TRUST	50%

**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:**

N/A

- 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:

BNB BANK - BRIDGEHAMPTON NATIONAL BANK

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"):

Address:

Federal Employer ID #: Website:

NAICS Code:

Name of Owner Officer Certifying Application:

Title of Officer:

Phone Number: E-mail:

- B. Business Type:

Sole Proprietorship ☐ Partnership ☐ Privately Held ☐

Public Corporation ☐ Listed on

State of Incorporation/Formation:

- C. Nature of Business:

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

Address: \_\_\_\_\_

Individual Attorney: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

Name	Percent Owned
_____	_____
_____	_____
_____	_____

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)

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

- 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.

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- 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:

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

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- 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:

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- L. List major bank references of the Owner:

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**Part II – Operation at Current Location**

1. Current Location Address: N/A
2. Owned or Leased: \_\_\_\_\_
3. Describe your present location (acreage, square footage, number of buildings, number of floors, etc.):  
\_\_\_\_\_  
\_\_\_\_\_
4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services:  
\_\_\_\_\_  
\_\_\_\_\_
5. Are other facilities or related companies of the Applicant located within the State?  
Yes ☐ No ☒
  - A. If yes, list the Address: \_\_\_\_\_
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: MULTI RESIDENCE 40 UNITS FOR RENT  
\_\_\_\_\_  
\_\_\_\_\_
  - 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: \_\_\_\_\_

\_\_\_\_\_

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

A. Please explain: \_\_\_\_\_ N/A

\_\_\_\_\_

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

\_\_\_\_\_ N/A

*(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: 766-768 DEER PARK AVE., N. BABYLON, NY 11703

B. Tax Map: District 0100 Section 147.00 Block 03.00 Lot(s) 015.001

**C. Municipal Jurisdiction:**

i. Village: \_\_\_\_\_  
 ii. School District: N. BABYLON  
 iii. Library: N. BABYLON

D. Acreage: 2.15

**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>48,000</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 checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| i. Square footage/acreage: <u>2.15 ACRES</u>        |   |  |
| 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: \_\_\_\_\_

SEE ATTACHED LIST  
\_\_\_\_\_4. Current Use at Proposed Location:A. Does the Applicant currently hold fee title to the proposed location? yes

i. If no, please list the present owner of the site: \_\_\_\_\_

B. Present use of the proposed location: VACANT LAND  
\_\_\_\_\_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 ☒ NoE. Is there an existing or proposed lease for the site? (if yes, attach): ☐ Yes ☒ No5. Proposed Use:A. Describe the specific operations of the Applicant or other users to be conducted at the project site: CONSTRUCT, MANAGE, AND LEASE RESIDENTIAL APARTMENTS  
\_\_\_\_\_  
\_\_\_\_\_B. Proposed product lines and market demands: N/A  
\_\_\_\_\_

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:

ALL APARTMENTS TO BE RENTED TO 3RD PARTY TENANTS FOR RESIDENTIAL USE  
\_\_\_\_\_  
\_\_\_\_\_

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

WITHOUT THE BENEFITS OF THE IDA ASSISTANCE WE WOULD NOT BE ABLE TO COMPLETE THIS

PROJECT AND BRING THIS TYPE OF DEVELOPMENT TO THE TOWN

**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 checked="" type="checkbox"/>	No <input type="checkbox"/>	% Complete	100%
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? BUSINESS****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:**

CURRENTLY SUBMITTING DOCUMENTS FOR CHANGE OF ZONE HEARING

**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: COMPLETE

ii. Construction/Renovation/Equipping: JUNE 2019

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: \_\_\_\_\_

MAY 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	\$ <u>2,500,000</u> 11/30/18 Q.C.
Building(s) demolition/construction	\$ <u>8,360,000</u>
Building renovation	\$ <u>N/A</u>
Site Work	\$ <u>2,590,000</u>
Machinery and Equipment	\$ <u>SEE ATTACHED LIST</u>
Legal Fees	\$ <u>150,000</u>
Architectural/Engineering Fees	\$ <u>150,000</u>
Financial Charges	\$ <u>1,000,000</u>
Other (Specify)	\$ <u>150,000 &amp; 600,000</u>
Total	\$ <u>13,000,000</u> 15,500,000 11/30/18 Q.C.

**2. Method of Financing:**

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	\$ _____	_____ years
B. Taxable bond financing:	\$ _____	_____ years
C. Conventional Mortgage:	\$ <u>9,125,000</u> 11,425,000	25 years
D. SBA (504) or other governmental financing:	\$ _____	_____ years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$ _____	_____ years
F. Other loans:	\$ _____	_____ years
G. Owner/User equity contribution:	\$ <u>3,875,000</u>	_____ years

Total Project Costs

\$ 13,000,000

15,500,000

11/30/18 Q.C.

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

PROJECT : PARKWAY VILLAGE ESTATES		7/5/2018
APPLIANCES w/installation	SUBGRADING - RCA	
BACKSPLASH	TOPSOIL	
BATH VANITIES / VANITY TOPS	SANITARY SEWER	
CENTRAL STATION FIRE ALARM	PAVING / LINE STRIPPING	
CLOSETS / SHELVES / BATH ACCESSORIES	WATER	
COLUMNS MATERIAL	DRAINAGE	
COUNTER TOPS	CONCRETE FOUNDATIONS	
DRY WALL	SITE CONCRETE	
ELECTRICAL	CONCRETE PAVERS	
ELECTRICAL -DOOR BUZZERS	MISC SITE FURNISHINGS	
ELECTRICAL - FIRE RATED LIGHT COVERS	LIGHTING BASES INSTALL	
EXTERIOR DOORS	CONCRETE WATERPROOFING	
FIRE BLOCKING	DUMPSTER	
FIRE SPRINKLERS	ELECTRIC /SITE/ LIGHTING/FIXTURES	
FLOORING	ESTATE FENCING	
GUTTERS	IRRIGATION	
HARDWARE	LANDSCAPING	
H.V.A.C. DRYER VENTS-BATH EXHAUST	LIGHT FIXTURE BASE	
INSULATION / FIRE CAULKING	MAILBOXES	
INTERIOR DOOR	PERIMETER FENCING	
INTERIOR STAIR	PORTA LAVS	
INTERIOR RAIL	SECURITY-CAMERAS	
INTERIOR STAIR PULL DOWN	SIGNAGE / NUMBERS	
INTERIOR TRIM MATERIAL	STONE	
KITCHEN CABINETS	TEMPORARY ELECTRIC	
LOOSE-LUMBER	TEMPORARY FENCE	
MIRRORS / MEDICINE CABINETS	TRAILERS	
PAINTING	TREE REMOVAL	
POWERWASHING	HANDICAP SIGNS / BIKE RACKS	
PLUMBING		
ROOFING MATERIAL		
SIDING MATERIAL & SHUTTERS		
TRUSSES		
WINDOWS		
EROSION CONTROL / SWPP		

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:

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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:

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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:

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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):

\$ 11,625,000

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

\$ 87,187

**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):

\$ TBD 6,570,000

11/30/18  
A.C

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

\$ TBD 546,662.00

11/30/18  
A.C

- 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:

NO

- B. Agency PILOT Benefit:

i. Term of PILOT requested: 20 YEAR

- 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>0</u>	<u>*** 0</u>	<u>*** 0</u>	<u>0</u>
Part-Time**	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</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: n/A

Completed project will have shared employment within the mgmt company overseeing multiple properties

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			
Professional			
Administrative			
Production			
Supervisor			
Laborer			
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 \$ \_\_\_\_\_ TO \$ \_\_\_\_\_

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>30</u>	<u>20</u>	<u>          </u>
** Part-Time	<u>          </u>	<u>          </u>	<u>          </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.

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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 ☐

WITHOUT THE BENEFIT OF THE IDA ASSISTANCE WE WOULD NOT BE ABLE TO COMPLETE THIS PROJECT AND  
BRING THIS DEVELOPMENT TO THE TOWN

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?

WITHOUT ASSISTANCE FROM THE AGENCY WE WILL NOT BE ABLE TO COMPLETE THE PROJECT AND THE TOWN  
WOULD BE LEFT WITH AN UNFINISHED CONSTRUCTION SITE

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 MACJ

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 MACJ

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 MACJ

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 MACJ

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 MACJ

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 RACJ

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 PMQ

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 MCJ

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 RACJ

**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). *N/A*
2. Applicant's annual reports (or 10-K's if publicly held) for the two most recent fiscal years. *N/A*
3. Quarterly reports (form 10-Q's) and current reports (form 8-K's) since the most recent annual report, if any. *N/A*
4. In addition, please attach the financial information described in items A, B, and C of any expected guarantor of the proposed bond issue. *N/A*
5. Completed Long Environmental Assessment Form. *- in progress (Engineer)*
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. *N/A*

*(Remainder of Page Intentionally Left Blank)*

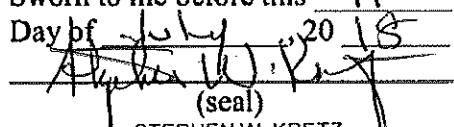
**Part IX – Certification**

ROBERT A. CURCIO, JR. (name of representative of company submitting application)  
deposes and says that he or she is the MANAGER (title) of PARKWAY VILLAGE ESTATES 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  
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 11  
Day of July, 2018  
  
(seal)  
STEPHEN W. KRETZ  
Notary Public, State of New York  
Registration No. 02KR4607148  
Qualified in Suffolk County  
Commission Expires May 31, 2019



**Part IX – Certification**

**Property Owner (if different from Applicant)**

\_\_\_\_\_ (name of representative of owner submitting application)  
deposes and says that he or she is the \_\_\_\_\_ (title) of \_\_\_\_\_,  
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  
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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 \_\_\_\_\_  
Day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(seal)

## **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.

766-768 Deer Park Avenue  
North Babylon, NY  
SCTM# 0100 147.00 03.00 015.001

April 16, 2019

Assuming Constants of:

2018-2019	Base AV = Current AV	15230	14,427
	Estimated Building	52180	180,933
	Estimated Assessed Value - 40 Unit Apt	67410	
	Tax rate for items eligible for PILOT	289.8082	195,360
	Other Non-Abated taxes		5,543
			200,903

PILOT begins 2 years out yrs 1-8 @ 100%, 7 -30 declining increments of 4%

				BASE PILOT 15230		Incremental PILOT 52180		Increment 0%			
2		2.00%	30	Year PILOT							
		Rate		Abate	Tax		PILOT	Non-Abated	To be Paid	Savings	
2020	2021	301.4005	1	45,903	100.0%	0.0%	-	45,903	5,543	51,446	157,250
2021	2022	307.4285	2	46,821	100.0%	0.0%	-	46,821	5,543	52,364	160,400
2022	2023	313.5771	3	47,758	100.0%	0.0%	-	47,758	5,543	53,301	163,600
2023	2024	319.8486	4	48,713	100.0%	0.0%	-	48,713	5,543	54,256	166,900
2024	2025	326.2456	5	49,687	100.0%	0.0%	-	49,687	5,543	55,230	170,250
2025	2026	332.7705	6	50,681	100.0%	0.0%	-	50,681	5,543	56,224	173,650
2026	2027	339.4259	7	51,695	96.00%	4.0%	7,094	58,789	5,543	64,332	170,000
2027	2028	346.2144	8	52,728	92.00%	8.0%	14,437	67,165	5,543	72,708	166,200
2028	2029	353.1387	9	53,783	88.00%	12.0%	22,106	75,889	5,543	81,432	162,150
2029	2030	360.2015	10	54,859	84.00%	16.0%	30,077	84,936	5,543	90,479	157,900
2030	2031	367.4055	11	55,956	80.00%	20.0%	38,357	94,313	5,543	99,856	153,350
2031	2032	374.7536	12	57,075	76.00%	24.0%	46,919	103,994	5,543	109,537	148,650
2032	2033	382.2487	13	58,216	72.00%	28.0%	55,847	114,063	5,543	119,606	143,600
2033	2034	389.8937	14	59,381	68.00%	32.0%	65,112	124,493	5,543	130,036	138,350
2034	2035	397.6916	15	60,568	64.00%	36.0%	74,886	135,254	5,543	140,797	132,850
2035	2036	405.6454	16	61,780	60.00%	40.0%	84,658	146,438	5,543	151,981	127,000
2036	2037	413.7583	17	63,015	56.00%	44.0%	94,999	158,014	5,543	163,557	120,900
2037	2038	422.0335	18	64,276	52.00%	48.0%	105,719	169,995	5,543	175,538	114,500
2038	2039	430.4742	19	65,561	48.00%	52.0%	116,788	182,349	5,543	187,892	107,850
2039	2040	439.0837	20	66,872	44.00%	56.0%	128,300	195,172	5,543	200,715	100,800
2040	2041	447.8654	21	68,210	40.00%	60.0%	140,227	208,437	5,543	213,980	93,450
2041	2042	456.8227	22	69,574	36.00%	64.0%	152,579	222,153	5,543	227,696	85,800
2042	2043	465.9592	23	70,966	32.00%	68.0%	165,322	236,288	5,543	241,831	77,800
2043	2044	475.2784	24	72,385	28.00%	72.0%	178,562	250,947	5,543	256,490	69,450
2044	2045	484.7840	25	73,833	24.00%	76.0%	192,265	266,098	5,543	271,641	60,700
2045	2046	494.4797	26	75,309	20.00%	80.0%	206,396	281,705	5,543	287,248	51,600
2046	2047	504.3693	27	76,815	16.00%	84.0%	221,065	297,880	5,543	303,423	42,100
2047	2048	514.4567	28	78,352	12.00%	88.0%	236,239	314,591	5,543	320,134	32,200
2048	2049	524.7458	29	79,919	8.00%	92.0%	251,930	331,849	5,543	337,392	21,900
2049	2050	535.2407	30	81,517	4.00%	96.0%	268,102	349,619	5,543	355,162	11,200
				\$1,862,208			\$2,897,786	\$4,759,994	\$166,290	\$4,926,284	\$3,482,350
								58%			42%

RAC Jr.  
5-10-19

Application: Parkway Village Estates, LLC

## EXHIBIT A

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

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 Agency no longer maintains a leasehold interest in the Facility, the Company shall make PILOT payments 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 (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 "**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 "**Base PILOT**" which equals the Stabilized Assessed Value multiplied by the then current tax rate of the Town for such Tax Year.

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

S = The "**Stabilized Base Assessed Value**" of \$15,230.

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.

Tax Year

1 through 6, inclusive

	B	+	0			
7	B	+	((A-S)	x	4%)	x C
8	B	+	((A-S)	x	8%)	x C
9	B	+	((A-S)	x	12%)	x C
10	B	+	((A-S)	x	16%)	x C
11	B	+	((A-S)	x	20%)	x C
12	B	+	((A-S)	x	24%)	x C
13	B	+	((A-S)	x	28%)	x C
14	B	+	((A-S)	x	32%)	x C
15	B	+	((A-S)	x	36%)	x C
16	B	+	((A-S)	x	40%)	x C
17	B	+	((A-S)	x	44%)	x C
18	B	+	((A-S)	x	48%)	x C
19	B	+	((A-S)	x	52%)	x C
20	B	+	((A-S)	x	56%)	x C
21	B	+	((A-S)	x	60%)	x C
22	B	+	((A-S)	x	64%)	x C
23	B	+	((A-S)	x	68%)	x C
24	B	+	((A-S)	x	72%)	x C
25	B	+	((A-S)	x	76%)	x C
26	B	+	((A-S)	x	80%)	x C
27	B	+	((A-S)	x	84%)	x C
28	B	+	((A-S)	x	88%)	x C
29	B	+	((A-S)	x	92%)	x C
30	B	+	((A-S)	x	96%)	x C

31 and thereafter

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

**SCHEDULE A**

**Agency's Fee Schedule**

# SCHEDULE A

## Agency's Fee Schedule

Parkway Village Estates, LLC  
 766-768 Deer Park Avenue  
 North Babylon, NY (NB SD)  
 SCTM# 0100 147.00 03.00 015.001

Application Fee \$ 1,500

Estimated Public Hearing Notice 800

### Straight lease

1.25% of Hard costs + 1% of Est savings

Acquisition	pg 14	2,500,000	1.25%	\$ 31,250
Construction	pg 14	8,360,000	1.25%	\$ 104,500
Sitework	pg 14	2,590,000	1.25%	\$ 32,375
Arch/ Engineering	pg 14	150,000	1.25%	\$ 1,875
Soft Costs	pg 14	1,900,000		

15,500,000

Estimated Savings	1%	41,360
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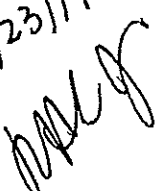
\$ 211,360

Estimated Closing Fee	Discount:	20%	\$ 42,272	\$ 169,088
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Total Estimated Fees \$ 171,388

### Estimated Savings

Est PILOT	30 Yr. Incremental PILOT		
	1-6@ 100, 7-30 4.00% declining		\$3,482,350
Est Mtg Rec	pg 16	11,625,000	0.75 87,188
Est Sales Tax	pg 16	6,570,000	0.08625 566,663
Estimated Savings			4,136,201
1% of Estimated Savings			41,360

10/23/19  


**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 twenty (20) years after the date hereof;
- (ii) eighty percent (80%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the twenty-first (21st) years after the date hereof;
- (iii) sixty percent (60%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the twenty-second (22nd) to twenty-third (23rd) year after the date hereof;
- (iv) forty percent (40%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the twenty-fourth (24th) year after the date hereof; or
- (v) twenty percent (20%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the twenty-fifth (25th) 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**”);

*RAVCF.*  
5-10-19

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.

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.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: PARKWAY VILLAGE ESTATES LLC			
Project Location (describe, and attach a location map): 766-768 DEER PARK AVE., N. BABYLON, NY 11703			
Brief Description of Proposed Action:  40 APARTMENTS PLUS 1 COMMUNITY ROOM, BLDG 1 16 UNITS, BLDG 2 16 UNITS, BLDG 3 8 UNITS & COMMUNITY I			
Name of Applicant or Sponsor: PARKWAY VILLAGE ESTATES LLC		Telephone: 631-422-5164 E-Mail: TONYCURCIO@OPTONLINE.NET	
Address: 400 FLURRY LANE			
City/PO: WEST BABYLON		State: NY	Zip Code: 11704
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.			NO <input checked="" 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: TOWN OF BABYLON/SUFFOLK COUNTY BOARD OF HEALTH			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		2.15 acres	
b. Total acreage to be physically disturbed?		2.15 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		2.15 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 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 checked="" type="checkbox"/> Other (specify): RESIDENTIAL APTS <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO ✓	YES	N/A
b. Consistent with the adopted comprehensive plan?		✓	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		NO ✓	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____		NO ✓	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO ✓	YES
b. Are public transportation service(s) available at or near the site of the proposed action?		✓	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?		✓	
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 ✓	YES
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES] If No, describe method for providing potable water: _____		NO ✓	YES
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES] If No, describe method for providing wastewater treatment: _____		NO ✓	YES
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?		NO ✓	YES
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? 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: _____		NO ✓	YES
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 ✓	YES
16. Is the project site located in the 100 year flood plain?		NO ✓	YES
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 b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ WILL BE CONTAINED WITHIN PROPERTY LINES		NO ✓	YES

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
	✓	
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
	✓	
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
	✓	
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: <u>PARKWAY VILLAGE ESTATES LLC</u> Date: <u>6/22/19</u> Signature: <u><i>[Signature]</i></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?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may 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?		
11. Will the proposed action create a hazard to environmental resources or human health?		

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

- ☐ 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)