



**BABYLON INDUSTRIAL DEVELOPMENT AGENCY**

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

**FORM APPLICATION FOR FINANCIAL ASSISTANCE**

**DATE:** 11-20-2018  
(updated 02-11-2020)

**APPLICATION OF:** WR Communities - D LLC  
Company Name of Beneficial User of Proposed Project  
(Not Realty or Special Purpose Entity (SPE) created for liability)

**CURRENT ADDRESS:** c/o Albanese Development Corporation  
1050 Franklin Ave, Ste 200, Garden City, NY 11530

**ADDRESS OF PROPERTY  
TO RECEIVE BENEFITS:** 11 Park Drive  
Wyandanch, NY 11798

**Tax Map # District** 0100 **Section** 040.00 **Block** 02.00 **Lot (s)** 48.007

## **INDEX**

<b>PART I</b>	<b>USER DATA AND OWNER (IF DIFFERENT)</b>
<b>PART II</b>	<b>OPERATION AT CURRENT LOCATION</b>
<b>PART III</b>	<b>PROJECT DATA</b>
<b>PART IV</b>	<b>PROJECT COSTS AND FINANCING</b>
<b>PART V</b>	<b>PROJECT BENEFITS</b>
<b>PART VI</b>	<b>EMPLOYMENT DATA</b>
<b>PART VII</b>	<b>REPRESENTATIONS, CERTIFICATIONS AND INDEMNIFICATION</b>
<b>PART VIII</b>	<b>SUBMISSION OF MATERIALS</b>
<b>EXHIBIT A</b>	<b>Proposed PILOT Schedule</b>
<b>SCHEDULE A</b>	<b>Agency's Fee Schedule</b>
<b>SCHEDULE B</b>	<b>Recapture Policy*</b>

**Part I: User (Applicant) & Owner Data (if different)****I. User Data (Applicant):****A. User:** WR Communities - D LLC**Address:** c/o Albanese Development Corporation1050 Franklin Ave, Ste 200, Garden City, NY 11530**Federal Employer ID #:** [REDACTED] **Website:** N/A**NAICS Code:** 

(The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. [www.census.gov/eos/www/naics/](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** **State of Incorporation/Formation:** New York State**C. Nature of Business:**

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

Construction and operation of affordable residential rental housing project for seniors aged 62 and above.**D. User Counsel:****Firm Name:** Albanese & Albanese LLP**Address:** 1050 Franklin Ave, Ste 500Garden City, New York 11530**Individual Attorney:** Arthur L. Colozzi**Phone Number:** 516-248-7000**E-mail:** alcolozzi@albaneselegal.com

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

Name	Percent Owned
Limited & Special Investor Member Entities (to be determined)	99.99%
WRC-D Manager LLC*	0.01%
*Albanese WRC-D LLC / *Selfhelp Wyandanch LLC	70.00% / 30.00%

**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.**

WR Communities LLC (Master Developer); Albanese Development Corporation (Developer);

---

Albanese Organization, Inc. (Corp. Parent); A3 Construction LLC (Contractor); Albanese WRC-D LLC (Manager)

---

**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:**

WR Communities LLC (Master Developer); Albanese Development Corporation (Developer);

---

Albanese Organization, Inc. (Corp. Parent); A3 Construction LLC (Contractor); Albanese WRC-D LLC (Manager)

---

- 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:

Wyandanch Rising: Building A (a/k/a 40 Station Drive); Building B (a/k/a 10 Station Drive);

Building E1 (a/k/a 1 Washington Ave.)

- K. List major bank references of the User:

## 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.

---

---

- 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:

---

---

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

---

---

- K. Has the Owner (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:

---

---

---

---

- L. List major bank references of the Owner:

---

---

---



**Part II – Operation at Current Location**

1. Current Location Address: \_\_\_\_\_
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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - 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: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

*(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:** 11 Park Drive, Wyandanch, NY 11798**B. Tax Map:** District 0100 Section 040.00 Block 02.00 Lot(s) 48.007**C. Municipal Jurisdiction:**

- i. **Village:** Hamlet of Wyandanch
- ii. **School District:** Wyandanch Union Free School District
- iii. **Library:** Wyandanch Public Library

**D. Acreage:** 0.84 acres**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>82,091</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>0.84 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: Electrical, plumbing,

HVAC, bathroom fixtures, other mechanical and life safety equipment for operation of rental apartment building.

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: Town of Babylon

B. Present use of the proposed location: Vacant, cleared 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 ☒ No

E. Is there an existing or proposed lease for the site? (if yes, attach): ☒ Yes ☐ No  
(Expected Development Lease pursuant to terms of Master Developer Designation Agreement)

5. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: Own and operate a 94-unit 100% affordable rental apartment building for seniors aged 62 and above.

B. Proposed product lines and market demands: Affordable senior rental housing.

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:

Residential tenants to be selected pursuant to an affirmative fair housing marketing plan (AFHMP) approved by

NYS Homes & Community Renewal, and based on tenants' income which shall range from 30% to 70% of AMI.

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

The subject project will create new affordable rental housing for senior citizens aged 62 and above in Wyandanch

and thus advances the goals of the Town of Babylon's Wyandanch Rising community revitalization initiative.

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

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

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

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

**B. What is the current zoning? T-5 Urban (Subject to Straight Path Corridor Form-Based Code)****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:****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: March 2020

ii. Construction/Renovation/Equipping: April 2020

**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:** \_\_\_\_\_

Construction financing closing - March 2020

Construction completion / C of O - January 2022

Permanent financing closing - June 2022

*(Remainder of Page Intentionally Left Blank)*

**Part IV – Project Costs and Financing****1. Project Costs:**

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

<u>Description</u>	<u>Amount</u>
Land and/or building acquisition	\$ 219,458
Building(s) demolition/construction	\$ 26,236,526
Building renovation	\$
Site Work	\$ 1,159,800
Machinery and Equipment	\$
Legal Fees	\$ 700,000
Architectural/Engineering Fees	\$ 1,275,000
Financial Charges	\$ 3,724,610
Other (Specify)	\$ 7,184,606
(Other soft costs & project reserves)	
Total	\$ 40,500,000

**2. Method of Financing:**

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	\$ 7,900,000	30 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):	\$ 29,908,886	
F. Other loans:	\$	years
G. Owner/User equity contribution:	\$ 2,691,114	15 years

Total Project Costs \$ 40,500,000

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

93.4%

3. Project Financing: (\*\*Complete only if Bond Financing is being utilized\*\*)

A. Have any of the above costs been paid or incurred (including contracts of sale or purchase orders) as of the date of this application? Yes ☐ No ☐

i. If yes, provide detail on a separate sheet.

B. Are costs of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of bond proceeds? Give details:

---



---

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

---



---

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

---



---



---



---

*(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):

\$ N/A

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


\$ N/A

**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):

\$ 9,911,498 (\$22,025,550 x .45) 

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

\$ 854,867 (\$9,911,498 x 8.625%) 

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

i. Owner: \$ \_\_\_\_\_

ii. User: \$ \_\_\_\_\_

**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:

\_\_\_\_\_

- B. Agency PILOT Benefit:

i. Term of PILOT requested: 30 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	_____	3	3	3
Part-Time**	_____	_____	_____	_____

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

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

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

2. Salary and Fringe Benefits:

Category of Jobs to be Retained and Created	Number of Employees	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management			
Professional	1	55,000 - 70,000	10,000 - 20,000
Administrative			
Production			
Supervisor			
Laborer	2	40,000 - 50,000	10,000 - 20,000
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 \$ 40,000 TO \$ 70,000

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>90 45</u>	<u>90</u>	<u>80 45</u>
** Part-Time	<u>20 10</u>	<u>15</u>	<u>20 10</u>

five  
ten

\*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 ☐

The project would not be economically viable without the proposed PILOT benefits.

---

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?

The Applicant would have to abandon the project, which would jeopardize the future of the Wyandanch Rising

---

revitalization effort.

---



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 EW

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 EW

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 EW

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 EW

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 EW

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 GP

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 GP

---

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 GP

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 GP

**Part VIII – Submission of Materials**

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

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

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

*(Remainder of Page Intentionally Left Blank)*



**Part IX – Certification**

Ellen Kackmann (name of representative of company submitting application) deposes and says that he or she is the Vice President (title) of The Albanese Organization 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 22nd  
Day of August, 2019  
Mariann Baum  
(seal)

Mariann Baum  
Notary Public, State of New York  
No. 01BA6241911  
Qualified in Suffolk County  
Commission Expires 5/31/2023

ED

**Part IX – Certification**

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

Ellen Kackmann (name of representative of owner submitting application)  
deposes and says that he or she is the Vice President (title) of The Albanese Organization,  
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 22nd  
Day of August, 2019  
Mariann Baum  
(seal)

Mariann Baum  
Notary Public, State of New York  
No. 01BA6241911  
Qualified in Suffolk County  
Commission Expires 5/31/2023

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.



EW

Application: WR Communities – D, LLC

EXHIBIT A PILOT Schedule

The Company shall be obligated to make Payments in Lieu of Taxes (i) with respect to Wyandanch School District, Wyandanch Library, Suffolk County and the Town of Babylon taxes for each tax year (December 1 to and including November 30) starting with the tax year commencing December 1, 2022 (the "PILOT Commencement Date") to and including the tax year December 1, 2051 in the amounts set forth below and (ii) for each tax year commencing December 1, 2052 and thereafter, the Company shall pay the full real estate taxes levied for the Wyandanch School District, Wyandanch Library, Suffolk County and the Town of Babylon. Notwithstanding the above, the PILOT Commencement Date may be postponed due to a "force majeure" event, as such term defined in the straight lease documents; in such event, the subsequent dates referenced above would be postponed by the same amount of time.

Payment:

<u>December 1</u>	SCHOOL DIST. - WYANDANCH	LIBRARY TAX - WYANDANCH	County	Town	Total
2022	\$ 56,316	\$ 4,947	\$ 9,851	\$ 13,486	\$ 84,600
2023	58,006	5,095	10,146	13,891	87,138
2024	59,746	5,248	10,448	14,310	89,752
2025	61,538	5,406	10,763	14,738	92,445
2026	63,384	5,568	11,086	15,180	95,218
2027	65,286	5,735	11,419	15,635	98,075
2028	67,244	5,907	11,761	16,105	101,017
2029	69,262	6,084	12,113	16,589	104,048
2030	71,339	6,267	12,477	17,086	107,169
2031	73,480	6,455	12,852	17,597	110,384
2032	75,684	6,648	13,238	18,126	113,696
2033	77,955	6,848	13,635	18,669	117,107
2034	80,293	7,053	14,043	19,231	120,620
2035	82,702	7,265	14,466	19,806	124,239
2036	85,183	7,483	14,899	20,401	127,966
2037	87,739	7,707	15,347	21,012	131,805
2038	90,371	7,938	15,805	21,645	135,759
2039	93,082	8,176	16,281	22,293	139,832
2040	95,874	8,422	16,768	22,963	144,027
2041	98,751	8,674	17,271	23,652	148,348
2042	101,713	8,935	17,791	24,359	152,798
2043	104,764	9,203	18,323	25,092	157,382
2044	107,907	9,479	18,874	25,843	162,103
2045	111,145	9,763	19,440	26,618	166,966
2046	114,479	10,056	20,023	27,417	171,975
2047	117,913	10,358	20,624	28,239	177,134
2048	121,451	10,668	21,242	29,087	182,448
2049	125,094	10,988	21,880	29,959	187,921
2050	128,847	11,318	22,535	30,859	193,559
2051	132,712	11,658	23,211	31,785	199,366

2052 and  
thereafter

Full taxes due on the assessed value of the land and improvement constituting the Project in accordance with the then current tax rate and then current thereafter assessed value of the land and improvements constituting the Project.

EW

The tax benefits provided for in this schedule shall be deemed to commence on the PILOT Commencement Date. In no event shall the Company be entitled to receive real property tax benefits due to the Project for a period longer than the period set forth in the schedule immediately above. Notwithstanding the foregoing schedule, the Company further covenants and agrees that for any period that the Agency continues to hold a leasehold interest in the land and improvements constituting the Project after December 1, 2052, the Company shall pay 100% of the taxes due on the assessed value of the land and improvements constituting the Project in accordance with the then current tax rate of the Town and then current assessed value of the land and improvements constituting the Project.

In addition to the Payments in Lieu of Taxes specified above, the Company will be required to pay with respect to the land and improvement constituting the Project any special ad valorem levies, special assessments and service charges levied 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 Company will pay without exemption.

Tax Savings for property with physical address of:

September 4, 2019

WR Communitites- D LLC  
11 Park Drive  
Wyandanch, NY 11798  
0100 040.00 02.00 048.007

Assuming:

Estimated AV- 94 Unit Affordable Senior Housing 88480

2018-2019 Tax without Exemption \$330,221

Increment: 3.00%

Number of Years	PILOT	Non-Abated	Estimated Taxes To be Paid	Estimated Savings
1	\$ 84,600	\$ 26,616	\$ 111,216	\$ 237,274
2	87,138	26,616	113,754	244,392
3	89,752	26,616	116,368	251,724
4	92,445	26,616	119,061	259,275
5	95,218	26,616	121,834	267,054
6	98,075	26,616	124,691	275,065
7	101,017	26,616	127,633	283,317
8	104,048	26,616	130,664	291,816
9	107,169	26,616	133,785	300,571
10	110,384	26,616	137,000	309,589
11	113,696	26,616	140,312	318,876
12	117,107	26,616	143,723	328,442
13	120,620	26,616	147,236	338,295
14	124,239	26,616	150,855	348,444
15	127,966	26,616	154,582	358,897
16	131,805	26,616	158,421	369,664
17	135,759	26,616	162,375	380,754
18	139,832	26,616	166,448	392,177
19	144,027	26,616	170,643	403,942
20	148,348	26,616	174,964	416,060
21	152,798	26,616	179,414	428,542
22	157,382	26,616	183,998	441,399
23	162,103	26,616	188,719	454,641
24	166,966	26,616	193,582	468,280
25	171,975	26,616	198,591	482,329
26	177,134	26,616	203,750	496,799
27	182,448	26,616	209,064	511,703
28	187,921	26,616	214,537	527,054
29	193,559	26,616	220,175	542,866
30	199,366	26,616	225,982	559,151

Estimate Taxes to be paid \$ 4,024,897 \$ 798,480 \$ 4,823,377

Estimated Savings \$ 11,288,392



**SCHEDULE A**

**Agency's Fee Schedule**

EV

## Schedule A

### Agency's Fee Schedule

WR-Communities-D, LLC

11 Park Drive  
Wyandanch, NY 11798

0100-040.00-02.00-048.007

Application Fee \$ 1,500

Estimated Public Hearing Notice 800

#### Large Development

1-15 M	15,000,000	1.00%	150,000
15- 25 M	10,000,000	0.75%	75,000
25 - 35 M	10,000,000	0.50%	50,000
< 35 M	5,500,000	0.25%	13,750

Estimated Project Cost      Pg 14      \$40,500,000      \$ 288,750

Estimated Savings 0.75%      91,075

Estimated Closing Fee \$ 379,825

\$ 379,825      \$ 379,825

Total Estimated Fees \$ 382,125

#### Estimated Savings

Est PILOT		30 Yr	\$ 11,288,392
Est Mtg Rec (Through HFA)	Pg 16	0      0.75	-
Est Sales Tax	Pg 16	9,911,498      0.08625	854,867
Estimated Savings			12,143,259
0.75% of Estimated Savings			91,075

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

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

**SCHEDULE B**

**Agency's Recapture Policy**

Application: WR Communities-D LLC

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 thereof, the Lessee hereby agrees that if the Lessee shall fail to cause substantial completion of the Facility on or prior to the Substantial Completion Date, the Lessee shall pay to the Agency as a return of public benefits conferred by the Agency one hundred percent (100%) of the Benefits (as defined below).

As used in this Section 8.5, the term "Benefits" shall mean, collectively:

(1) all real estate tax benefits which have accrued to the benefit of the Lessee commencing from and after the "Commencement Date", and during the period of time that the Agency had a leasehold or controlling interest in the Facility Realty, such tax benefits to be computed by subtracting the payments in lieu of taxes paid under Section 4.3 hereof, if any, (which amount may be zero) from those payments which the Lessee 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 Agency had not had a leasehold or controlling interest in 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, and filing and recording fees accruing from and after the date hereof.

Notwithstanding the foregoing, no recapture payment will be due this under Section 8.5 if the failure to substantially complete the Project has arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Facility Realty, (ii) the inability at law of the Lessee to substantially complete the Project which inability shall have arisen in good faith through no fault on the part of the Lessee or any Affiliate or (iii) a Force Majeure event pursuant to Section 9.1 hereof.

**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: Wyandanch Rising - 11 Park Drive			
Project Location (describe, and attach a location map): 11 Park Drive, Wyandanch, NY 11798			
Brief Description of Proposed Action:  Construction of 94 new residential rental apartments affordable for seniors aged 62 and above.			
Name of Applicant or Sponsor: WR Communities - D LLC		Telephone: 516-746-6000 E-Mail: ekackmann@albaneseorg.com	
Address: c/o Albanese Development Corp, 1050 Franklin Ave, Ste 200			
City/PO: Garden City		State: NY	Zip Code: 11530
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  YES ✓
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: NYSHFA (Project Financing); Town of Babylon Department of Planning & Development (Building Permit)			NO  YES ✓
3. a. Total acreage of the site of the proposed action? <u>0.84</u> acres			
b. Total acreage to be physically disturbed? <u>0.84</u> acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <u>3.483</u> acres			
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <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?	NO	YES	
	✓		
b. Is the proposed action located in an archeological sensitive area?		✓	
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	
	✓		
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: _____		✓	
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 checked="" 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: _____	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>WR Communities - D LLC</u>	Date: <u>February 3, 2020</u>	
Signature: <u>[Signature]</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.

<input type="checkbox"/> 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.	
<input type="checkbox"/> 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.	
<hr/> Name of Lead Agency	<hr/> Date
<hr/> Print or Type Name of Responsible Officer in Lead Agency	<hr/> Title of Responsible Officer
<hr/> Signature of Responsible Officer in Lead Agency	<hr/> Signature of Preparer (if different from Responsible Officer)