

BABYLON INDUSTRIAL DEVELOPMENT AGENCY

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MATTHEW T. MCDONOUGH  
CHIEF EXECUTIVE OFFICER

FORM APPLICATION FOR FINANCIAL ASSISTANCE

12/3/2018  
DATE: 7/10/18

APPLICATION OF: Ardmore Place LLC  
Company Name of Beneficial User of Proposed Project  
(Not Realty or Special Purpose Entity (SPE) created for liability)

CURRENT ADDRESS: PO Box 360  
Copiapue, NY 11726

ADDRESS OF PROPERTY  
TO RECEIVE BENEFITS: 1800 Great Neck Rd  
Copiapue, NY 11726  
Tax Map # District 100 Section 177 Block 03 Lot (s) 52

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**Part I: User (Applicant) & Owner Data (if different)****1. User Data (Applicant):**A. User: Ardmore Place LLCAddress: PO Box 360, Copiague, NY

Federal Employer ID #: \_\_\_\_\_ Website: \_\_\_\_\_

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: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

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

**B. Business Type:**Sole Proprietorship ☒ Partnership ☐ Privately Held ☐Public Corporation ☐ Listed on \_\_\_\_\_State of Incorporation/Formation: NY**C. Nature of Business:**

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

Real Estate**D. User Counsel:**Firm Name: Buzzell Blanda & Visconti, LLPAddress: 535 Broadhollow Rd, B4  
Melville, NYIndividual Attorney: Joseph BuzzellPhone Number: 631 492 1334 E-mail: jbuzzell@bbvlaw.com



- 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:

Marconi Villas LLC - Dariusz Mroczkowski  
See attached

- K. List major bank references of the User:

Empire National Bank

2. Owner Data

N/A

**\*\* (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")

N/A

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: 1800 Great Neck Rd, Copiague
2. Owned or Leased: Owned
3. Describe your present location (acreage, square footage, number of buildings, number of floors, etc.):  
Site has 36 acres & was approved by the Town of Babylon to be redveloped with a three-story bldg.
4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services:  
Previously was wholesale masonry product & retail
5. Are other facilities or related companies of the Applicant located within the State?  
 Yes ☒ No ☐
  - A. If yes, list the Address: 500 Marconi Blvd., Copiague
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: Retail store on first floor & apartments on 2<sup>nd</sup> & 3<sup>rd</sup> floors
  - 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:  
See Feasibility Report

Mixed Use Project

N/A

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: This is a mixed-use project pursuant to the Town of Babylon's rezoning of the property

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: 1800 Great Neck Rd Copiague

B. Tax Map: District D100 Section 177 Block 03 Lot(s) 52

**C. Municipal Jurisdiction:**

i. Village: Town of Babylon  
 ii. School District: Copiague  
 iii. Library: Copiague

D. Acreage: .36

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

- A. Construction of a new building (3 stories) ☒ Yes ☐ No  
 i. Square footage: 7,704 SF bldg footprint
- B. Renovations of an existing building ☐ Yes ☒ No  
 i. Square footage: \_\_\_\_\_
- C. Demolition of an existing building ☒ Yes ☐ No  
 i. Square footage: 4,159 SF
- D. Land to be cleared or disturbed ☒ Yes ☐ No  
 i. Square footage/acreage: .36 acres
- E. Construction of addition to an existing building ☐ Yes ☒ No  
 i. Square footage of addition: \_\_\_\_\_  
 ii. Total square footage upon completion: \_\_\_\_\_
- F. Acquisition of an existing building ☐ Yes ☒ 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: \_\_\_\_\_

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: Wholesale & office space  
for sale of masonry goodsC. 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: Retail user on first floor;2nd & 3rd floors to have 12 residential  
apartments (8 one BR & 4 2 BR)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:

Retail space on first floor - 7,704 SF  
Apartments will be leased to individual  
tenants

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

Due to the Town of Babylon's rezoning of the Applicant's property into the "Downtown Copiague Zoning District," the Applicant would like to redevelop the property to comply with the new Zone and expand its real estate business

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? 33%

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

B. What is the current zoning? "DC" Zone Downtown Copiague

C. Will the project meet zoning requirements at the proposed location?

Yes ☒ No ☐

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

See Annexed Town Approvals

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: Purchased in 2014

ii. Construction/Renovation/Equipping: Fall 2018

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: \_\_\_\_\_

24 months of construction

Initial Occupancy - 9/2020

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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>577,509.46</u>
Building(s) demolition/construction	\$ <u>80,000.00</u>
Building renovation	\$ <u>2,337,765.25</u>
Site Work	\$ <u>135,513.00</u>
Machinery and Equipment	\$ _____
Legal Fees	\$ <u>34,039.00</u>
Architectural/Engineering Fees	\$ <u>77,128.00</u>
Financial Charges	\$ <u>6075.00</u>
Other (Specify)	\$ <u>13,500.00</u>
Total	\$ <u>3,258,529.71</u>

**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>2,430,000.00</u>	<u>5</u> years
D. SBA (504) or other governmental financing:	\$ _____	_____ years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$ _____	
F. Other loans:	\$ _____	_____ years
G. Owner/User equity contribution:	\$ _____	_____ years

Total Project Costs \$ 3,258,529.71

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

NA

N/A

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):

\$ 2,430,000

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

\$ 18,225 .75 / \$100

**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):

\$ 1,500,000

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

\$ 86,250.00

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

i. Owner:	\$	<u>N/A</u>
ii. User:	\$	<u>N/A</u>

**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: N6

**B. Agency PILOT Benefit:**

- i. Term of PILOT requested: 15 years.
- ii. Upon acceptance of this application, the Agency staff will create a PILOT schedule and indicate the estimated amount of PILOT Benefit based on anticipated tax rates and assessed valuation and attached such information to Exhibit A hereto. At such time, the Applicant will certify that it accepts the proposed PILOT schedule and requests such benefit to be granted by the Agency.

**\*\* This application will not be deemed complete and final until Exhibit A hereto has been completed and executed.\*\***

**Part VI – Employment Data**

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

	<u>Present</u>	<u>First Year</u>	<u>Second Year</u>	<u>Residents of LMA</u>
Full-Time	<u>NOT APPLICABLE - Construction Job</u>			
Part-Time**	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </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:

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 \$ N/A 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>15 FTE</u>	<u>15 FTE</u>	_____
** Part-Time	_____	_____	_____

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

\*\*A part-time or temporary job may be considered one job by other models, but would constitute only a fraction of a job. For example, if a laborer or craftsman worked only 3 months on a construction or renovation project (assuming no overtime), that would be considered one-quarter of a job.

*(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 ☐

Rise in costs; zoning process

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 Town of Babylon & the Copiague  
community would lose a pivotal project

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 du

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

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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.

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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.

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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.

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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.

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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.

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Initial after receipt and acceptance of Schedule A and Schedule B

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

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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.

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**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

Dariusz Mroczkowski (name of representative of company submitting application) deposes and says that he or she is the Managing Member (title) of Ardmore Place 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.

Dariusz Mroczkowski  
Representative of Applicant

Sworn to me before this 3  
Day of December, 2018  
Maureen Tulp  
(seal)

MAUREEN TULP  
Notary Public, State of New York  
Registration No. 01TO6075781  
Qualified in Nassau County  
Commission Expires June 10, 2022

## **EXHIBIT A**

### **Proposed PILOT Schedule**

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

## EXHIBIT A - ARDMORE

### PILOT Schedule

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

The Project facility constituting the facility realty and improvements constructed thereon (the "Facility") constitutes an affordable housing project under the Town of Babylon IDA's (the "Agency") Uniform Tax Exemption Policy and it will qualify for a partial abatement of real property taxes for a period not to exceed fifteen (15) years. The abatement provided will be broken into two parts. Part one of the partial abatement will be structured such that payments in lieu of real property taxes for the fifteen (15) years of the abatement will equal an amount equal to a "Stabilized Base Assessed Value" of 1,760, multiplied by the then applicable current tax rates for such year levied against land and improvements in the Town of Babylon (the "Base Pilot").

For the second part of the abatement, the Company will be required to pay the "Base Pilot" plus an "Incremental Pilot". The "Incremental Pilot" will be based upon the then current full assessed value of the completed Facility less the "Stabilized Base Assessed Value"; which will be multiplied by 0% in the initial year and increase proportionately to 100% by the 16<sup>th</sup> year; and then multiplied by the then applicable current tax rates for such year levied against land and improvements in the Town of Babylon. Commencing in year sixteen (16) the Pilot will terminate and the Company will be required to pay full unabated real property taxes. In accordance with the above the Pilot for the Facility will be calculated as follows:

For the period commencing on the PILOT Commencement Date (hereinafter defined) until the earlier of (i) the day immediately preceding the sixteenth (16<sup>th</sup>) anniversary of the Pilot Commencement Date (the "Expiration Date") or (ii) the date on which the Agency no longer maintains a leasehold interest in the Facility Realty, the Company shall make payment in lieu of real estate taxes (the "PILOT Payments"), as follows.

#### Definitions

PILOT Commencement Date = December 1 immediately following the issuance of a Certificate of Occupancy for the Facility

Stabilized Base Assessed Value = A stabilized assessed value equal to \$1,760.

A = The full assessed value of the Facility as determined by the Town Tax Assessor immediately after the issuance by the Town of a final Certificate of Occupancy for the Facility and any modification of the assessed value as thereafter determined by the Town Tax Assessor less the Stabilized Base Assessed Value.

B = Base PILOT payments equal to the Stabilized Base Assessed Value multiplied by the then current tax rate for real property at the Facility as determined by the Town.

C = The tax rate of the Town then in effect for such tax year.

Tax Year =

Each Tax Year of the Town currently commences December 1 and ends November 30. The first Tax Year for the Facility shall commence with the first December 1 immediately succeeding Taxable Status Date after the Town has issued a final Certificate of Occupancy for the Facility and each succeeding Tax Year shall commence on each December 1 and end on each November 30 thereafter.

Payment

Tax Year

1	B +	((A	X	0.000%))	X	C) =	Pilot Payment 1
2	B +	((A	X	6.667%))	X	C) =	Pilot Payment 2
3	B +	((A	X	13.334%))	X	C) =	Pilot Payment 3
4	B +	((A	X	20.000%))	X	C) =	Pilot Payment 4
5	B +	((A	X	26.667%))	X	C) =	Pilot Payment 5
6	B +	((A	X	33.334%))	X	C) =	Pilot Payment 6
7	B +	((A	X	40.000%))	X	C) =	Pilot Payment 7
8	B +	((A	X	46.667%))	X	C) =	Pilot Payment 8
9	B +	((A	X	53.334%))	X	C) =	Pilot Payment 9
10	B +	((A	X	60.000%))	X	C) =	Pilot Payment 10
11	B +	((A	X	66.667%))	X	C) =	Pilot Payment 11
12	B +	((A	X	73.334%))	X	C) =	Pilot Payment 12
13	B +	((A	X	80.000%))	X	C) =	Pilot Payment 13
14	B +	((A	X	86.667%))	X	C) =	Pilot Payment 14
15	B +	((A	X	93.334%))	X	C) =	Pilot Payment 15

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

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 under the Lease Agreement for a period longer than the period set forth in the formula 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 Facility after the Expiration Date the Company shall pay 100% of the taxes due on the assessed value of the Facility in accordance with the then current tax rate of the Town and then current assessed value of the Facility together with any special assessment and services charges relating to the Facility whichever may be imposed for special district improvements in accordance with the provisions of this Section 5.1.

**Tax Savings for property with physical address of:**

1800 Great Neck Rd  
Copiague, NY  
0100 177.00 03.00 052.000

**Assuming:**

Base AV: 1760  
Estimated Incremental AV: 27400

Estimated Assessed Value of: 29160

2017-2018 Tax without Exemption 89,983

2017-2018 Tax Rate of: 295.6409

PILOT number of years 15

Abatements on Incremental AV: -

Number of Years	Abatement %	PILOT %	Estimated Taxes To be Paid	Estimated Savings
1	100.000%	0.000%	\$ 9,289	\$ 85,866
2	93.333%	6.667%	15,250	81,733
3	86.666%	13.334%	21,412	77,435
4	80.000%	20.000%	27,851	72,898
5	73.333%	26.667%	34,540	68,148
6	66.666%	33.334%	41,453	63,213
7	60.000%	40.000%	48,665	58,019
8	53.333%	46.667%	56,151	52,592
9	46.666%	53.334%	63,880	46,962
10	40.000%	60.000%	71,937	41,046
11	33.333%	66.667%	80,290	34,877
12	26.666%	73.334%	88,912	28,483
13	20.000%	80.000%	97,888	21,780
14	13.333%	86.667%	107,189	14,797
15	6.666%	93.334%	116,783	7,567
Estimate Taxes to be paid			\$ 881,490	-
Estimated Savings			\$	755,416

**SCHEDULE A**

**Agency's Fee Schedule**

## Schedule A

### Agency's Fee Schedule

**Ardmore Place LLC**

1800 Great Neck Rd.  
Copiapue, NY 11726 (Cop SD)  
0100-177.00-03.00-052.000

Application Fee	\$	1,500
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Estimated Public Hearing Notice		800
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Estimated Feasibility Study		5,000
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**Project costs**

Acquisition	577,509	1.25%	7,220
Demo, Site work, Arch & Engineering	292,641	1.25%	3,660
Building Renovation	2,337,765	1.25%	29,220
Soft Costs	50,614		

pg 14    \$3,258,529.71

Estimated Savings		1%	8,600
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Estimated Closing Fee	\$	48,700
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Total Estimated Fees	\$	55,000
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**Estimated Savings**

Est PILOT		15 Yr	\$ 755,416
Est Mtg Rec	pg 16    \$2,430,000	0.75	18,225
Est Sales Tax	pg 16    \$1,000,000	0.08625	86,250
Estimated Savings			859,891
1% of Estimated Savings			8,600

**\*\* Legal Fees:** The Applicant/Owner is responsible for all legal fees at closing, which include both local and project counsel. For a project of this nature Legal fees can generally range from \$35,000 to \$45,000 depending upon the size and complexity of the project. These fees can be rolled into your financing.

**SCHEDULE B**

**Agency's Recapture Policy**

## SCHEDULE B

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

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

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

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

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

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

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 sixty (60) 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.

(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

**1800 Great Neck Rd Project**

<b>COSTS</b>	<b>AMOUNT</b>
<b>Original Site investment</b>	
Purchase price	\$550,000.00
Closing costs	\$27,509.00
<b>Total</b>	<b>\$577,509.00</b>

<b>New Office Investment</b>	
Purchase price	\$148,872.00
Closing costs	\$3,833.00
Renovations	\$200,000.00
New warehouse	\$350,000.00
New furniture/fixtures	\$120,000.00
<b>Total</b>	<b>\$822,705.00</b>

<b>Carry costs-24 months</b>	
Disconnects	\$14,000.00
Office Trailer	\$23,400.00
Utilities	\$9,000.00
Insurance	\$13,500.00
Est taxes	\$33,508.00
<b>Total</b>	<b>\$93,408.00</b>

<b>Estimated closing costs of Loan</b>	
Legal fees	\$72,000.00
Title charges	\$22,900.00
Town of Babylon IDA	\$45,900.00
Commitment Fee POC	\$24,000.00
Appraisal fees	\$3,150.00
Enironmental fee	\$1,700.00
Short term interest	\$5,375.00
Engineering fee	\$8,600.00
Bullders Risk Insurance	\$20,000.00
Copiague Facade Improvement Fund	\$10,000.00
<b>Total</b>	<b>\$213,625.00</b>

**\$1,707,247.00**

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: <b>Ardmore Place LLC</b>			
Project Location (describe, and attach a location map): <b>1800 Great Neck Rd, Copiague</b>			
Brief Description of Proposed Action: <b>Applicant is proposing to redevelop site with three story mixed use building with retail on first floor &amp; apartments on second &amp; third floor</b>			
Name of Applicant or Sponsor: <b>Rush Development LLC</b>		Telephone: <b>631 841 3234</b>	
		E-Mail:	
Address: <b>1800 Great Neck Rd</b>			
City/PO: <b>Copiague</b>		State: <b>NY</b>	Zip Code: <b>11726</b>
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 <b>X</b> 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: <b>Town Board, ZBA, SCOHs</b>			NO YES <b>X</b>
3.a. Total acreage of the site of the proposed action?		<b>0.036</b> acres	
b. Total acreage to be physically disturbed?		<b>0.036</b> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<b>0.036</b> acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): <b>Railroad</b> <input type="checkbox"/> Parkland			
<b>Downtown Copiague</b>			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
b. Consistent with the adopted comprehensive plan?		X	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		X	
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?	X		
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?		X	
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?	X		
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: _____	X		
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?	X		
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 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: _____ <input type="checkbox"/> NO <input type="checkbox"/> YES	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 X	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 X	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 X	YES
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: <u>Nicole Blanda Atty for Applicant</u> Date: <u>7/13/16</u> Signature: <u>Nicole Blanda</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)

RESOLUTION NO. 2017-121  
APPROVAL OF SITE PLAN  
RUSH DEVELOPMENT, LLC  
P.B. JOB NO. 16-27A  
MONDAY, AUGUST 21, 2017

WHEREAS, pursuant to the Code of the Town of Babylon, Chapter 186, Sections 1-17, a formal application site plan review, Rush Development, LLC, was submitted to the Planning Board of the Town of Babylon, on July 14, 2016 and an application fee of \$1,300.00 was paid; and

WHEREAS, said proposed site development, more specifically, To demolish an existing commercial building to construct a three story mixed use building. The ground floor is 7,704sf and is proposed as retail, the 2<sup>nd</sup> floor is 7,755sf with three (3) two-bedroom apartments and four (4) one-bedroom apartments and the third floor is 7,755sf with five (5) two-bedroom apartments for a total of twelve (12) units, eight (8) two-bedroom and four (4) one-bedroom. The parcel is 15,515.46sf (.36 acre) with a proposed GFA of 23,214sf, 49.65% lot coverage, and will be developed as per Town Code Chapter 213, article XLIII is located southwest corner of Marconi Bl., & Great Neck Rd., in the hamlet of Copiague, and is identified by Suffolk County Tax Map No. 0100-177-03-052, and

WHEREAS, a public hearing was held on said site plan application at Babylon Town Hall in North Lindenhurst, New York on June 5, 2017; and

WHEREAS, upon the recommendation of the Department of Environmental Control, it has been determined that in accordance with the State Environmental Quality Review Act (SEQRA) and the Town of Babylon Environmental Quality Review Act (TOBEQRA), the proposed action is an Unlisted Action and a Coordinated review was conducted; and the Town Board acting as Lead Agency adopted a Negative Declaration on August 9, 2017 by Resolution No. 601 and

WHEREAS, the Planning Board has reviewed the site plan and requirements and recommendations of the Department of Public Works, Divisions of Engineering, Building, Environmental Control, Fire Prevention, Traffic Safety and the Department of Planning and Development at the meetings of June 5, 2017, and August 21, 2017; and

WHEREAS, the property must be maintained pursuant to Babylon Town Code Section 213-367, Property Maintenance, and Signs, Article XXXIII must be complied with;

NOW, THEREFORE, be it

RESOLVED that the application of Rush Development, LLC, for approval of the site plan prepared by Alfred M. Sutton, Registered Architect, License No.

016523-1 dated August 14, 2017, is hereby APPROVED and that the applicant be advised that a building permit must be obtained within one hundred and eighty (180) days of FINAL approval and that the Chairperson of the Planning Board be authorized to endorse approval on said site plan subject to the following conditions;

The following declaration of COVENANTS and RESTRICTIONS must be filed in the Suffolk County Clerk's Office:

1. The parking agreement with SCTM#'s 0100-177-03-054, 055, 057.001 & 058 must be maintained in association with the approved development of this application.
2. No further development of the site without Planning Board approval.
3. Owner/applicant shall comply with all NYS regulations for handicapped accessibility including but not limited to handicapped ramps and handicapped parking spaces.
4. The building shall have fully automatic fire sprinkler systems installed pursuant to NFPA 13 and Section 213-235 of the Town Zoning Code and as required by the Fire Marshal.
5. All site lighting to be contained on site must conform to dark-sky lighting regulations.
6. The owner/developer is responsible for maintaining all site development improvements including, but not limited to the following: fire and smoke detection system, automatic fire sprinkler system, building, drainage, curbs, sidewalks (including pavers), fencing, asphalt, landscaping, etc.
7. All buildings, structures, signs, fences and landscaping (including streetscape and pavers) shall be maintained in accordance with all applicable codes and ordinances of the Town of Babylon, and violations thereof may be prosecuted and enforced in the same manner as provided therein.
8. All units to have central air conditioning or through the wall air-conditioning units, no window units to be permitted.
9. The use of inorganic fertilizers, pesticides and herbicides shall be minimized as standard operating procedure for the landscape maintenance of the site.
10. There shall be no bars on the 1<sup>st</sup> floor windows as per Town Code Article XLIII §213-540 B.6.
11. Maintenance access shall be in accordance with Section 189-8 of the Code of the Town of Babylon. The Town of Babylon shall be provided with access to the stormwater infrastructure at reasonable times for periodic inspection by the Town of Babylon and its officers to ensure that the infrastructure is maintained in proper working condition to meet design standards and any other provisions established by Chapter 189. This agreement shall be binding on all subsequent landowners.
12. Maintenance after construction shall be in accordance with Section 189-8 of the Code of the Town of Babylon. Stormwater management practices

installed in accordance with Chapter 189 shall be operated and maintained to ensure that the goals of Chapter 189 are fully achieved. Proper operation and maintenance includes, at minimum, the following:

- a. A preventive/corrective maintenance program for all critical facilities and systems of treatment and control (or related appurtenances) which are installed or used by the owner or operator to achieve the goals of Chapter 189. A written record of stormwater management system maintenance activities shall be established and maintained on site and be available for review by the Town of Babylon upon request.
  - b. Written procedures for operation and maintenance and training new maintenance personnel shall be prepared and maintained on site and will be available for review by the Town of Babylon upon request.
  - c. Discharges from the SMPs shall not exceed design criteria or contribute to water quality standard violations in accordance with § 189-8B of the Code of the Town of Babylon.
13. Upon completion of construction, any stormwater control structures impacted during construction shall be cleaned by the owner or operator. Routine maintenance of the storm water infrastructure on the site will include the following:
- a. Monitoring of the drainage inlets (catch basins) will be completed routinely, particularly after large storm events and must be kept free from obstruction by leaves trash and other debris.
  - b. Drainage grates must be kept free from obstruction by leaves, trash and other debris.
  - c. Drainage structures shall be inspected annually to determine if sediment removal is necessary to ensure that the drainage structures are properly functioning and that they permit adequate conveyance throughout the system. If applicable, the manufacturer's specifications for maintenance procedures and frequency must be strictly followed.
  - d. The drainage structures must be routinely monitored for the removal of surface sediment and trash.
  - e. Street sweeping of the parking areas shall be conducted at least four times annually to remove sediment that may impact the drainage infrastructure and additionally, as necessary due to storm events.
  - f. The grounds and parking area shall be inspected for litter monthly and any litter shall be removed as necessary.

RESOLVED, that the approval of this site plan is subject to the following conditions:

1. The addition of shared parking located on SCTM#'s 0100-177-03-054, 055, 057.001 & 058 requires the applicant submit a Modified Site Plan for Planning Board Job #09-50AE.
2. All truck delivery to 1800 Great Neck Road must be done on Great Neck Road.

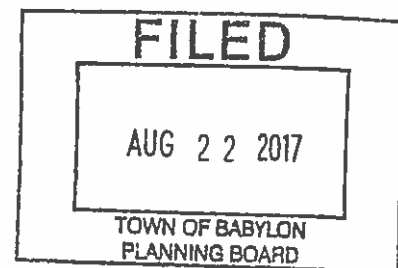
3. All truck delivery to 1800 Great Neck Road must take place between 9 AM and 3 PM.
4. Subject to SCDPW approval for any associated permits.
5. Owner/applicant shall comply with the Town of Babylon Stormwater Code (Chapter 189).
6. Mitigation measures required in connection with the site development are as follows:
  - a. Fugitive dust generation shall be controlled by appropriate means such as watering.
  - b. Erosion control shall be utilized during construction.
  - c. A rodent control plan will be implemented prior to construction in order to remove rodent populations from the site. Additionally, the adjacent landowners will be notified prior to the commencement of construction.
  - d. Construction will be conducted between the hours of 7am and 8pm on weekdays and between the hours of 9am and 4pm on Saturdays. No exterior construction will be permitted on Sundays, only interior construction. Construction activities on the site shall be in strict conformance with Chapter 156-9D of the Noise Code of the Town of Babylon.
  - e. During construction, owner/applicant is responsible to sweep access streets and keep the roadways free of dirt and mud.
7. Sewer district and water-saving plumbing fixtures must be utilized.
8. Fire and smoke detection system to be installed in accordance with NFPA 72.
9. Address number, building number or approved building identification to be placed in a position visible from the street.
10. Subject to Highway and Engineering requirements.
11. Owner to contribute to the fund for the installation and maintenance of emergency vehicle optical pre-emption equipment on traffic signals in the area. Estimated cost to be \$1,000.00.
12. All on site signage shall conform to the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) specifications for both highway and on-site traffic controls and must conform to the federal MUTCD and the NYS Supplement to the manual of Uniform Traffic Control Devices. All signs must be fabricated using high-intensity retro-reflective sheeting.
13. The location of all HVAC, air handlers transformers and RPZ shall be approved by the Town of Babylon Planning Department prior to installation.
14. Final landscaping plan is subject to approval of the Town of Babylon Planning Department.
15. Subject to the conditions and covenants and restrictions associated with the approved Incentive Application.
16. Subject to Compliance with Town Code Chapter 89, Article VI Energy Star Requirements.
17. Affordable housing to be provided as per §213-547 and as approved by the Office of Downtown Revitalization.

18. Subject to approval of a parking agreement with SCTM#'s 0100-177-03-054, 055, 057.001 & 058 which shall be approved by the Office of Downtown Revitalization.

VOTES: (7)      AYES: (7)    NAYS: (0)    ABSTAINED (0)

Lev Brickman	X
Edward Wynn	X
Tracey Groomes	X
Michael Cafaro	X
Gerald O'Neill	X
Nathan King	X
Daniel Truchan	X

The resolution was thereupon declared duly adopted.  
Dated August 21, 2017 Town of Babylon New York.



RESOLUTION NO. 2017-144  
APPROVING MODIFICATION OF APPROVED SITE PLAN  
DARIUS MROCKOWSKI  
JOB # 09-50AE  
MONDAY OCTOBER 2, 2017

WHEREAS, pursuant to the Code of the Town of Babylon, Chapter 186, Sections 1-17 a formal application for a site plan review entitled Darius Mrockowski was submitted to the Planning Board of the Town of Babylon on December 4, 2009 and an application fee of \$1,550.00 was paid; and

WHEREAS, said site development, more specifically, a change of zone to MR and to construct 20 (twenty) one bedroom condominiums, for premises located on the south side of Marconi Boulevard, west of Great Neck Road in the hamlet of Copiague, and identified by Suffolk County Tax Map No. 0100-177-03-054, 055, 057.001 and 058; and

WHEREAS, a public hearing was held on said application at the Town Hall in North Lindenhurst, New York on June 4, 2012; and

WHEREAS, the site plan review was approved by the Planning Board on December 10, 2012 by Resolution No.2012-110; and

WHEREAS, the applicant has submitted a revised site plan prepared by Alfred M. Sutton, Registered Architect, License No. 016523-1, dated September 19, 2017 (revised) which reflect the following changes to the approved site plan:

The modified site plan reflected a new shared parking agreement between this project and 1800 Great Neck Road for 27 spaces. The modified plan also includes new bike parking, bike parking signs, parking aisle markings and "one-way-signs" posted at the eastern access point on the site.

WHEREAS, the Commissioner of Planning and Development has reviewed said submission and has found it to be acceptable;

NOW, THEREFORE, be it

RESOLVED, that the application of Darius Mrockowski for approval of said revised site plan prepared by Alfred M. Sutton, Registered Architect, License No. 016523-1, dated September 29, 2017 (revised) be approved.

RESOLVED, that the approval of this site plan is subject to the following conditions:

1. Posting two back to back bike parking signs at the bicycle parking area facing north and south as per Traffic Engineering comments dated 9/27/17.
2. The reserved parking sign for 1800 Great Neck Road should not have the wording "NO PARKING" as per Traffic Engineering comments dated 9/27/17.
3. Parking stalls reserved for 1800 Great Neck Road should be striped in green paint and the word "Reserved" should be stenciled in front of each space in green paint as per Traffic Engineering comments dated 9/27/17.

VOTES: (7)

AYES: (7)

NAYS: (0)

ABSTAINED (0)

Lev Brickman	X
Edward Wynn	X
Tracey Groomes	X
Michael Cafaro	X
Gerald O'Neill	X
Daniel Truchan	X
Nathan King	X

The resolution was thereupon declared duly adopted.  
Dated October 2, 2017 Town of Babylon New York.

