

BABYLON INDUSTRIAL DEVELOPMENT AGENCY

Thomas E. Dolan Chief Executive Officer

FORM APPLICATION FOR FINANCIAL ASSISTANCE

DATE: May 17, 2021	
APPLICATION OF:	D'Addario & Company, Inc. / XPND Realty, LLC Company Name of Beneficial User of Proposed Project (Not Realty or Special Purpose Entity (SPE) created for liability)
CURRENT ADDRESS:	595 Smith Street Farmingdale, New York 11735
ADDRESS OF PROPERTY TO RECEIVE BENEFITS:	160 Finn Court
	Farmingdale, New York 11735
	Tax Map # District 0100 Section 006.00 Block 01.00 Lot (s) 010.000

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SCHEDULE B Recapture Policy*

Part I: User (Applicant) & Owner Data (if different)

1. User Data (Applicant): A. User: D'Addario & Company, Inc. Address: 595 Smith Street Farmingdale, New York 11735 Website: www.daddario.com Federal Employer ID #: NAICS Code: 339992 (The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. www.census.gov/eos/www/naics() Name of User Officer Certifying Application: Title of Officer: Phone Number: E-mail: B. Business Type: Privately Held Sole Proprietorship Partnership 🗖 Listed on Public Corporation State of Incorporation/Formation: New York C. Nature of Business: (e.g., "manufacturer of for industry"; "distributor of ") Manufacturer of musical instrument accessories; strings for musical instruments, drumheads, drumsticks, reeds and D. User Counsel: Forchelli Deegan Terrana Firm Name: 333 Earle Covington Blvd, Suite 1010 Address: Uniondale, New York 11553 Individual Attorney: Brian R. Sahn, Esq. E-mail: bsahn@forchellilaw.com Phone Number: 516-248-1700

Name	Percent Owned						
James D'Addario & John D'Addario, Jr.	15.5% each						
John D'Addario, Jr. 2012 Family Trust	10%						
James D'Addario 2012 Family Trust	10%						
Has the User, or any subsidiary or affiliate of the officer, director or other entity with which any of with:	User, or any stockholder, partner, member, these individuals is or has been associated						
 i. ever filed for bankruptcy, been adjudice otherwise been or presently is the proceeding? (if yes, please explain) 	cated bankrupt or placed in receivership or subject of any bankruptcy or similar						
No							
 ii. been convicted of a felony, or misdemeanor, or criminal offense (other than a motor vehicle violation)? (if yes, please explain) 							
interest in the User, list all other organizations wh	ich are related to the User by virtue of such						
List parent corporation, sister corporations and sur	bsidiaries:						
	James D'Addario & John D'Addario, Jr. John D'Addario, Jr. 2012 Family Trust James D'Addario 2012 Family Trust Has the User, or any subsidiary or affiliate of the lofficer, director or other entity with which any of with: i. ever filed for bankruptcy, been adjudice otherwise been or presently is the proceeding? (if yes, please explain) No ii. been convicted of a felony, or misde motor vehicle violation)? (if yes, please explain) No List parent corporation, sister corporations and surface motor proceeding?						

J.	Has the User (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full: Yes, the User has been awarded real estate tax abatements and a sales tax exemption on the following properties: List major bank references of the User:							
K.								
	J.P. Morgan Chase, 395 North Service Road, Suite 302, Melville, NY 11747 Attn: Jason Hand							
2. Owne **(for co- and the u	applicants for assistance or where a landlord/tenant relationship will exist between the owner							
Α	Owner (together with the User, the "Applicant"): XPND Realty, LLC							
	Address: 595 Smith Street							
	Farmingdale, New York 11735							
	Federal Employer ID #: Website: Not applicable							
	NAICS Code: 531120							
	Name of Owner Officer Certifying Application:							
	Title of Officer:							
	Phone Number: E-mail							
В	. Business Type:							
	Sole Proprietorship □ Partnership □ Privately Held □							
	Public Corporation Listed on							
	State of Incorporation/Formation: New York							
C	. Nature of Business: (e.g., "manufacturer of for industry"; "distributor of "; or "real estate holding company")							
	Real estate holding company							

D.	Are the User and the Owner Related	Entities?	Yes 🖸	No □			
	i. If yes, the remainder of to of "F" below) need not b				e exception		
	ii. If no, please complete all	questions below.					
E.	Owner's Counsel:						
	Firm Name:	a galleria de la companya y pagangang y pagangang kamandan nga Panangahan an dananah da kamanda da da da da da		A	rrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrr		
	Address:		y amount as a security of the collection to a school of the dealers and the collection of the collecti		2 cm 1992 2 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2		
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	Individual Attorney:	N Solving I many to be some many construction and constru	, nggy gg	e sommender server er en server er en server er en	VARIE O' AARRINA AA ARRIZ AAR Z PRO A VIII O Z PRO		
	Phone Number:	E-mail:	n namele de Statistica de La Statistica de la Statistica de Astronocia de Statistica de Le constituido de Astro	NVIETO INCOMESTA PROPERTY AND	e distribution de la company de la compa		
E	Principal Stockholders or Partners, i	if any (5% or mor	e eauity):				
1.	Name	Percent Owned					
	D'Addario & Company, Inc.	10	mana manganika shara da karamilka kandar saya shara sh				
				este antica esta esta esta esta esta esta esta est			
				ત્ર કરિયાનાની જેવાં ((((((((((((((((((((((((((((((((((((
G.	 Has the Owner, or any subsidiary officer, director or other entity with 						
	with: i. ever filed for bankruptc	y, been adjudicate	ed bankrupt o	or placed in rec	eivership or		
	otherwise been or proceeding? (if yes, plea	esently is the s	ubject of a	ny bankruptcy	or similar		
			zzamodny konstruktura za konstruktura za konstruktura za konstruktura za konstruktura za konstruktura za konst Konstruktura za konstruktura za konstruktura za konstruktura za konstruktura za konstruktura za konstruktura z	Foreign-wind y beautiful profession and popular parts. Commission of the profession beautiful the comments	POSSERBANDA ANTONIO DE POSSERBANDO ANTONIO DE POSSERBANDO ANTONIO DE POSSERBANDO ANTONIO DE POSSERBANDO ANTONI		
				Habitat Habitat was engage algebraic and a man of the above of the city of the city of	arraniaris delimina artina de recommenda de parter se remanente.		
	ii. been convicted of a f violation)? (if yes, pleas	-	l offense (o	ther than a mo	otor vehicle		
	of the second contraction of the second of t						

	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.
ī.	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: 595 Smith Street Farmingdale, New York 11735
2.	Owned or Leased: Owned
3.	Describe your present location (acreage, square footage, number of buildings, number of floors, etc.): The location is a two-story building that sits on approximately four acres.
4.	Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services: The location houses our string manufacturing operation as well as our office personnel.
5.	Are other facilities or related companies of the Applicant located within the State? Yes ☑ No □
	A. If yes, list the Address: 590 Smith Street, 540 Smith Street, 535 Smith Street, 525 Smith Street and 99 Marcus
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 \(\Boxed{\sigma}\) No \(\Boxed{\sigma}\)
	A. If no, explain how current facilities will be utilized: D'Addario is contemplating various uses for this log
	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: D'Addario manufactures its ProMark drumsticks at its						
8.	Is the requested financial assistance reasonably necessary to prevent the Applicant from moving out of New York State? Yes 🖸 No 🗆 A. Please explain: We believe that enhancing our string manufacturing capacity will enable us to not only produce (a						
9.	Number of full-time employees at current location and average salary: D'Addario campus. Average salary is approximately \$48,518.						

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Part III - Project Data

1.	<u>Pro</u>	pject 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 Real Property Tax Abatement: ☑	ng Ta	х Ехетр	otion 🏻					
2.	2. Location of project:									
	A. Street Address: 160 Finn Court Farmingdale, New York 11735									
	B.	Tax Map: District 0100 Section 006.00 Block 01.0)	Lot(s)	010.000	enterview of the state of the s				
	C.	Municipal Jurisdiction:								
	i. Village: N/A ii. School District: Half Hollow Hills iii. Library: Half Hollow Hills									
	D.	Acreage: .94								
3.	Pr	oject Components (check all appropriate categories):								
Å	Α.	Construction of a new building i. Square footage:		Yes	Ø	No				
I	3.	Renovations of an existing building i. Square footage: 21,907	I	Yes		No				
(C.	Demolition of an existing building i. Square footage:		Yes	-	No				
I	Э.	Land to be cleared or disturbed i. Square footage/acreage:		Yes	7	No				
E.		Construction of addition to an existing building i. Square footage of addition:	lama a	Yes	7	No .				
		ii. Total square footage upon completion:								
	F.	Acquisition of an existing building i. Square footage of existing building: 21,907		Yes		No				

G.		Installation of machinery and/or Equipment	7	Yes		No
		i. List principal items or categories of equipment				
4.	<u>Cu</u>	urrent Use at Proposed Location:		tual en	a paga garan an a	and desired Advisory and an and desired and desired
	A.	Does the Applicant currently hold fee title to the proposed	d location	1?		
		i. If no, please list the present owner of the site:	Ambassad	or Real E	Estate, LLC	naakka kaa ka
	В.	Present use of the proposed location: Warehouse that stores b				aandidah ahiin dhaamaya Ariiyaayaya — aasaa ah aasaa qaarii ah
	C.	. Is the proposed location currently subject to an IDA Agency or another?) □ Yes □ No	. transact	ion (w	hether	through this
		i. If yes, explain:	•••••••••••••••••••••••••••••••••••••			
	D.	. Is there a purchase contract for the site? (if yes, attach):		☑ Y ₀	es Ll	No
	E.	. Is there an existing or proposed lease for the site? (if yes,	attach):	☑ Y	es 🛚	No
5.	<u>Pr</u>	roposed Use:				
	A.	Describe the specific operations of the Applicant or othe site: The current owner, Ambassador Real Estate, LLC, will lease the	e property f	or no mo	re than nir	ne months follo
	В.	B. Proposed product lines and market demands: Please see F	Response 5	A.		
	C	C. If any space is to be leased to third parties, indicate the project to be leased to each tenant, and the proposed use	tenant(s) by each	, total	square f	ootage of the
		As noted in Response 5A, Ambassador Real Estate will utilize the build	ding for app	roximate	ly nine mo	nths following
		storage of books.				

D.		ose for project (e.g					plicant's business); ts to Long Island, and later mo	oved (a
E.		portion of the pro visit the project lo			making s □	of r No	etail sales to customer	s who
	i.	If yes, what perce the sale of retail project location?	goods and/or s	ervi	es to cu	ston	be utilized in connectioners who personally vi	n with sit the
Pro	oject Work	;						
A.	Has const	ruction work on th	is project begun?	lfy	es, comp	lete	the following:	
	i. ii. iii. iv. v. vi.	Site Clearance: Foundation: Footings: Steel: Masonry: Other: N/A	Yes		No 🗹 No 🖸 No 🖸 No 🖸	% % %	Complete Complete Complete Complete Complete	
В.	What is t	he current zoning?	GA - Light		Graphe Malliant Marchine 111 Anni 112	angada sa	and of the second se	the a transport photograph or a transport of the same
C.	. Will the p	project meet zoning	g requirements at	the p	oroposed	loca	tion?	
		Yes 🖸	No □					
D		e of zone request:	oning is required,				e details/status of the va	riance
								, ,
E.							artment? Yes 🗆 No	Ø

6.

7.	Pro	oject Comp	oletion S	chedule:								
	A.			proposed vation/equip				for	the	acquisition	and	the
		i.	Acqui	sition: On or	about July 2	1, 2021.		on the second	nggani nagamaga na mma a nagama		gaga kananan ang kananan an ang ang anan an an	
		ii.	Const	uction/Rene	ovation/E	quipping:	Between	n Decer	nber 1,	2021 and May 1,	2022.	allatens of Printers had been
	В.									project and wi		
		Security of the security of th	dental and the second of the s			Martinia anno anno anno anno anno anno anno	ili yang sayaya ya ya sana an ya sa ya ya sana a ya ya sa sana ya ya sa sana sa sa ya sa sa sa sa sa sa sa sa	allebate and a second as a			er ett mærtt, tælle tyrrællætetet	mana a a a a mana a a
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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:

	Description		Amount				
	Land and/or building acquisition	\$ 3,500	0,000				
	Building(s) demolition/construction	on \$ 100,000					
	Building renovation	\$ 500,000 - 700,000					
	Site Work	\$ 50,000					
	Machinery and Equipment	\$ 3,50	0,000	Standard Market Gallery and accompany and a set of the second on the sec			
	Legal Fees	\$ 100,	000				
	Architectural/Engineering Fees	\$ 100,0	000				
	Financial Charges	\$ o					
	Other (Specify)	\$ 250,000 - Contingency					
	Total	\$ 8,10	0,000 - 8,300,000	and the second and th			
2.	Method of Financing:						
			Amount	Term			
	A. Tax-exempt bond financing:		\$ N/A	years			
	B. Taxable bond financing:		\$ N/A	years			
	C. Conventional Mortgage:		S N/A MATERIAL REPORT AND	years years			
	D. SBA (504) or other governmental finar	icing:	\$ NA	years			
	E. Public Sources (include sum of all	•. \	(P. 1174				
	State and federal grants and tax cred	its):	\$ N/A	*10040			
	F. Other loans:			years years			
	G. Owner/User equity contribution:			years years			
	Total Project	t Costs	\$ 8,100,000 - 8,300,000				
	i. What percentage of the proj	ect cost	s will be financed from p	oublic sector sources?			
	None						
			$s_{2} = \frac{1}{2} \left(\frac{1} \left(\frac{1}{2} \left(\frac{1}{2} \left(\frac{1}{2} \left(\frac{1}{2} \left(\frac{1}{2} \left(\frac{1}$	n en			

3.	Pro	ject 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 \Box No \Box
		i. If yes, provide detail on a separate sheet.
	В.	Are costs of working capital, moving expenses, work in progress, or stock in trade included in the proposed uses of bond proceeds? Give details:
	C.	Will any of the funds borrowed through Agency Bonds be used to repay or refinance an existing mortgage or outstanding loan? Give details:
	D.	Has the Applicant made any arrangements for the marketing or the purchase of the bond or bonds? If so, indicate with whom:

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Part V - Project Benefits

1.	Mo	rtgage Rec	cording Tax B	<u>enefit</u> :
	A.	Mortgage financing)		exemption (include sum total of construction/permanent/bridge
			•	\$ N/A
	B.		Mortgage Recording Ta	ecording Tax Exemption (product of Mortgage Amount and current ax Rate):
				\$ N/A
2.	Sal	les and Use	Tax Benefit:	
	A.			for goods and services that are subject to State and local Sales and Use mefit from the Agency's exemption):
				\$ 500,000-700,000
	В.			cal Sales and Use Tax exemption (product of current State and Local e and figure above):
				\$ 43,000-60,000
	C.		roject has a la nber in "B" a	andlord/tenant (owner/user) arrangement, please provide a breakdown bove:
		i.	Owner:	\$ N/A
		ii.	User:	\$ N/A
3.	Re	eal Property	y Tax Benefit	
	A.		and describe Agency's PIL	if the project will utilize a real property tax exemption benefit other OT benefit:
	В.	Agency I	PILOT Benefi	t:
		i.	Term of PI	LOT requested: 12 years
		ii.	schedule a anticipated <u>Exhibit A</u>	ptance of this application, the Agency staff will create a PILOT and indicate the estimated amount of PILOT Benefit based on tax rates and assessed valuation and attached such information to hereto. At such time, the Applicant will certify that it accepts the ILOT schedule and requests such benefit to be granted by the Agency.

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

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Of the aggregate 883 full time D'Addario employees within the Town of Babylon, approx. 90 will be moved from 595 Smith Street to the new

Part VI - Employment Data location at 160 Finn Court. These 90 employees will consist of both Direct and Indirect

Labor positions with salaries of approx. \$31,698.30 and \$39,433.83 respectively

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:

	Present	First Year	Second Year	Residents of LMA
Full-Time	883	N/A	N/A	
Part-Time**	37	P		

^{*} 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	62	195,049	58,514
Professional	74	91,116	27,350
Administrative	69	43,155	12,947
Production	694	33,867	10,160
Supervisor	11	87,325	26,197
Laborer		· · · · · · · · · · · · · · · · ·	
Other	10	38,554	11,566
		,	
		N	

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

FROM \$N/A	a processor o will enterly a will enter processor and a service of philadelecture of the service of the servic	TO \$ N/A	Teachers and the second and the seco
4. List the number of	of *Construction jo	bs (if applicable)	to be created by the Applicants Project.
	First Year	Second Year	Third Year
* Full-Time	N/A	\$\infty\chi\tau\chi\ta	was are assessed and the final distribution of the state
** Part-Time	N/A		

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^{*}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.

Part VII - Representations, Certifications and Indemnification

l.	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 \(\Boxed{\omega}\) No \(\Boxed{\omega}\) (If yes, furnish details on a separate sheet)
	c. other operating practices
	Yes \(\Boxed{\Omega}\) No \(\Omega\) (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 □
	As noted in our purchase contract, IDA benefits are essential to this purchase. The benefits previously received from the
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? As discussed throughout the application, awarded benefits will enable D'Addario to further expand its campus and manufacture.

5. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if financial assistance is provided for the proposed project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

Initial

6. The Applicant understands and agrees that in accordance with Section 858-b(2) of the General Municipal Law, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the project will be listed with the New York State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the project is located (collectively, the "Referral Agencies"). The Applicant also agrees, that it will, except as otherwise provided by collective bargaining contracts or agreements to which they are parties, first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the Referral Agencies

Initial (

7. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving financial assistance for the proposed project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

Initial

8. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.

Initial (

9. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

Initial

notice of the legentration of it thought present Actions is

10. In accordance with Section 862(1) of the New York General Municipal Law the Applicant understands and agrees that projects which result in the removal of an industrial or manufacturing plant of the project occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the project occupant within the State is ineligible for financial assistance from the Agency, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the project in its respective industry or to discourage the project occupant from removing such other plant or facility to a location outside the State.

Initial

11. The Applicant represents and warrants that to the Applicant's knowledge neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become a person or entity with who United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List or under any statute, executive order including the September 24, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or other governmental action and is not and will not assign or otherwise transfer this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

Initial 💭

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 <u>Schedule A</u> and agrees to pay such fees, together with any expenses incurred by the Agency, including those of Transaction Counsel, with respect to the Facility. The Applicant agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the project.

Initial

13. The Applicant hereby agrees to comply with Section 875 of the General Municipal Law. The Company further agrees that the financial assistance granted to the project by the Agency is subject to recapture pursuant to Section 875 of the Act and the Agency's Recapture Policy, attached hereto as Schedule B.

Initial

Part 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

Tobo D'Aldano, III (name of representative of company submitting application) deposes and says that he or she is the Chaffen that the Office (title) of D'Adders to Company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

Deponent further says that s/he is duly authorized to make this certification on behalf of the entity named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of deponent's belief relative to all matters in said Application which are not stated upon his/her personal knowledge are investigations which deponent has caused to be made concerning the subject matter this Application, as well as in formation acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the Town of Babylon Industrial Development Agency (hereinafter referred to as the "Agency") in connection with this Application, the attendant negotiations and all matters relating to the provision of financial assistance to which this Application relates, whether or not ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified period of time to take reasonable, proper, or requested action or withdraws, abandons, cancels or neglects the application or if the Applicant is unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees to bond or transaction counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion and sale of the transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the Agency in accordance with its fee schedule in effect on the date of the foregoing application, and all other appropriate fees, which amounts are payable at closing.

Representative of Applicant

Sworn to me before this

Day of June 15th, 20 21

(seal)

JOANN SPINNIOCHIA NOTARY PUBLIC - STATE OF NEW YORK

NO. 01SP6152748 QUALIFIED IN SUFFOLK COUNTY

MY COMMISSION EXPIRES SEPT. 18, 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

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

For the period commencing on the PILOT Commencement Date (hereinafter defined) until the **Abatement Termination Date** or (ii) the date on which the Agency no longer owns the Facility Realty, the Lessee shall make payment in lieu of real estate taxes (the "PILOT Payments"), as follows:

Definitions

X 🕶	the then current assessed value of Facility Realty from time to time
PILOT Commencement Date =	the Taxable Status Date of the Town immediately following the date hereof.
Normal Tax Due ==	those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Babylon (including any existing incorporated village or any village which may be or may have been incorporated after the date hereof, within which the Project is wholly or partially located) which are or may be imposed for special improvements or special district improvements, which the Lessee would pay without exemption.

the following November 30.

the Tax Year of the Town commencing each December 1 and ending

Payment

Tax Year =

Tax Year

1	40.0% Normal Tax Due on X
2	45.0% Normal Tax Due on X
3	50.0% Normal Tax Due on X
4	55.0% Normal Tax Due on X
5	60.0% Normal Tax Due on X
6	65.0% Normal Tax Due on X
7	70.0% Normal Tax Due on X
8	75.0% Normal Tax Due on X
9	80.0% Normal Tax Due on X
10	85.0% Normal Tax Due on X
11	90.0% Normal Tax Due on X
12	95.0% Normal Tax Due on X
13 and thereafter	100% Normal Tax Due on X

The tax benefits provided for in this subsection shall be deemed to commence on the PILOT Commencement Date. In no event shall the Lessee be entitled to receive real property tax benefits due to the Project under this agreement for a period longer than the period set forth in the formula immediately above. Notwithstanding the foregoing schedule, the Lessee further covenants and agrees that for any period that the Agency continues to hold title to the Facility after termination, the Lessee shall pay 100% of the Normal Tax Due on X together with any special assessment and services charges relating to the Facility whichever may be imposed for special district improvements in accordance with the provisions of this Section.

Tax Savings for property with physical address of:

160 Finn Court Farmingdale, NY 11735 0100-006.00-01.00-010.000 (HHH SD)

June 8, 2021

Assuming:

Assessed Value of:

33310

2020 - 2021

Tax without Exemption

97,880

Tax Rate of:

286.2213

Rate Increment of:

2.00%

PILOT number of years

12

Abatements starting at

60%

Number of Years	Abatement %	PILOT %	 nated Taxes o be Paid	Estima	ated Savings
1	60.0%	40.0%	\$ 42,190	\$	59,500
2	55.0%	45.0%	48,053		55,600
3	50.0%	50.0%	54,135		51,550
4	45.0%	55.0%	60,411		47,350
5	40.0%	60.0%	66,949		42,900
е	35.0%	65.0%	73,693		38,300
7	30.0%	70.0%	80,714		33,500
8	25.0%	75.0%	87,954		28,500
9	20.0%	80.0%	95,487		23,250
10	15.0%	85.0%	103,251		17,800
11	10.0%	90.0%	111,325		12,100
12	2 5.0%	95.0%	119,645		6,200
	Estimate Taxe	es to be paid	\$ 943,807		
	Estimated Sa	vings	-	\$	416,550

SCHEDULE A

Agency's Fee Schedule

SCHEDULE A

Agency's Fee Schedule

	D'Addario & Company, Ind 160 Finn Court Farmingdale, NY 11735 0100-006.00-01.00-010.000	.	(ННН SD)			
Applicatio	n Fee					\$ 1,500
Estimated	Public Hearing Notice					\$ 1,000
Straight le	ase 1.25% of Hard costs + 1%	of Est sav	rings			
	Acquisition Demolition / Construction Renovation Site Work Machinery & Equip Soft Costs Estimated Savings Estimated Fee	pg 14 pg 14 pg 14 pg 14 pg 14	3,500,000 100,000 700,000 50,000 3,500,000 350,000 8,200,000		\$ 1,250 \$ 8,750 \$ 625 \$ 43,750 4,770 \$ 102,895	
Estimated	Closing fee				\$ 102,895	\$ 102,895
Total Esti	mated Fees					\$ 105,395
Estimated	d Savings Est PILOT Est Mtg Rec Est Sales Tax Estimated Savings 1% of Estimated Savings	pg 16 pg 16	700,000	@60 0.75 8.625%	416,550 60,375 476,925 4770	

Application

6/8/2021

Applicant is responsible for all legal fees at closing, which include both local and project counsel. Legal fees can generally range from \$25,000 to \$45,000 depending upon the size and complexity of the project.

SCHEDULE B

Agency's Recapture Policy

SCHEDULE B

<u>Recapture of Agency Benefits</u>. It is understood and agreed by the parties to this Agreement that the Agency is entering into this Agreement in order to provide financial assistance to the Lessee for the Project and to accomplish the public purposes of the Act. In consideration therefor, the Lessee hereby agrees as follows:

- (a)(i) If there shall occur a Recapture Event after the date hereof, the Lessee or the Sublessee shall pay to the Agency as a return of public benefits conferred by the Agency, the following amounts:
 - (A) one hundred per cent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first (4) years after the date hereof;
 - (B) eighty per cent (80%) of the Benefits if the Recapture Event occurs during the fifth (5th) year after the date hereof;
 - (C) sixty per cent (60%) of the Benefits if the Recapture Event occurs during the sixth (6th) year after the date hereof;
 - (D) forty per cent (40%) of the Benefits if the Recapture Event occurs during the seventh (7th) year after the date hereof; or
 - (E) twenty per cent (20%) of the Benefits if the Recapture Event occurs during the eighth (8th) year after the date hereof.

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

- (1) all real estate tax benefits which have accrued to the benefit of the Lessee or the Sublessee commencing from and after the "Commencement Date", and during the period of time that the Agency is the owner of the Facility, such tax benefits to be computed by subtracting the payments in lieu of taxes paid hereof from those payments which the Lessee or the Sublessee would have been required to pay during the term of this Agreement had the Town determined the amount of such real estate taxes as would be due if the Lessee had been the owner of the Facility Realty during such term; and
- (2) all miscellaneous benefits derived from the Agency's participation in the straight-lease transaction contemplated by this Agreement, including, but not limited to, any exemption from any applicable state or local sales and use tax, mortgage recording tax and filing and recording fees accruing from and after the date hereof.

As used in this Section, the term "Recapture Event" shall mean any of the following events:

- (1) The Lessee or the Sublessee shall have liquidated its operations and/or assets (absent a showing of extreme hardship);
- (2) The Lessee or the Sublessee shall have ceased all or substantially all of its operations at the Facility (whether by relocation to another facility or otherwise, or whether to another facility either within or outside of the Town) through no force majeure event;
- (3) The Lessee or the Sublessee shall have transferred all or substantially all of its employees within the Town to a location outside of the Town through no force majeure event;
- (4) The Lessee or the Sublessee shall have subleased all or any portion of the Facility in violation of the limitations imposed hereof, without the prior written consent of the Agency;
- (5) The Lessee or the Sublessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Facility; or
- (6) Base Employment Reduction Percentage shall be greater than fifteen percent (15%) due to a Relocation Reduction occurring with respect to an Annual Period.

Notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a direct, immediate result of (i) a taking or condemnation by governmental authority of all or substantially all of the Facility, or (ii) the inability at law of the Lessee to rebuild, repair, restore or replace the Facility after the occurrence of a Loss Event to substantially its condition prior to such Loss Event, which inability shall have arisen in good faith through no fault on the part of the Lessee or any Affiliate.

- (b) The Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Facility or any portion thereof made within twelve (12) years of the Commencement Date, which notification shall set forth the terms of such Recapture Event and/or disposition.
- (c) In the event any payment owing by the Lessee or the Sublessee under this Section shall not be paid on demand by the Lessee or the Sublessee, such payment shall bear interest from the date of such demand at the then current interest rate imposed on delinquent payments of real property taxes until the Lessee or the Sublessee shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.
- (d) The Agency, in its sole discretion, may waive all or any portion of any payment owing by the Lessee or the Sublessee under this Section.
- (e) The provisions of this Section shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

617.20 Appendix B Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

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

Part 1 - Project and Sponsor Information		
Name of Action or Project:		
160 Finn Court Acquisition and Rebuild		
Project Location (describe, and attach a location map):	MARKATAN MAR	
160 Finn Court, Farmingdale, New York 11735		
Brief Description of Proposed Action:		TALLER AND THE STREET AND THE STREET
D'Addario is contemplating various uses for this location. Those uses include,	but are not limited to, expandir	
Name of Applicant or Sponsor:	Telephone: 631-439-3296	
D'Addario & Company, Inc.	E-Mail: john.daddario3@dad	dario com
Address: 595 Smith Street	#N-55@medicheterminish.hollsdumsh.man.nd.	SSENAME: THE CONTROL OF THE PROPERTY OF THE PR
City/PO: Farmingdale	I NV I	Zip Code: 11735
 Does the proposed action only involve the legislative adoption of a plan, le administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and may be affected in the municipality and proceed to Part 2. If no, continue to 	the environmental resources th	at NO YES
2. Does the proposed action require a permit, approval or funding from any If Yes, list agency(s) name and permit or approval:	other governmental Agency?	NO YES
3.a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 6.7	acres	
4. Check all land uses that occur on, adjoining and near the proposed action. ☐ Urban ☐ Rural (non-agriculture) ❷ Industrial ☐ Comm ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (☐ Parkland		an)

7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: 8. a. Will the proposed action result in a substantial increase in traffic above present levels? 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?	ES ES ES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? NO YI YES, identify: 8. a. Will the proposed action result in a substantial increase in traffic above present levels? 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: 10. Will the proposed action connect to an existing public/private water supply? NO YI NO Y	ES
landscape? 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? NO YI If Yes, identify: 8. a. Will the proposed action result in a substantial increase in traffic above present levels? 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: 10. Will the proposed action connect to an existing public/private water supply? NO YI NO Y	ES /
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If the proposed action will exceed requirements, describe design features and technologies: 10. Will the proposed action connect to an existing public/private water supply? NO Y	es /
10. Will the proposed action connect to an existing public/private water supply? NO Y	
	,
	re
	<u>.</u>
If No, describe method for providing potable water:	
	ma
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? NO YES]	ES
If No, describe method for providing wastewater treatment:	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic NO Y	ES
Places?	
b. Is the proposed action located in an archeological sensitive area?	
13. tt. Doc's titly boutout of the site of the brokes deticn) of things and some brokes are brokes.	ES.
wetlands or other waterbodies regulated by a federal, state or local agency?	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:	
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:	_
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:	W-111
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: Shoreline Forest Agricultural/grasslands Early mid-successional	105.
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: Shoreline	
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: Shoreline	'ES
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: □ Shoreline □ Forest □ Agricultural/grasslands □ Early mid-successional □ Wetland □ Urban □ 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?	
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: □ Shoreline □ Forest □ Agricultural/grasslands □ Early mid-successional □ Wetland □ Urban □ 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? 16. Is the project site located in the 100 year flood plain? NO Y	ES ZES
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: □ Shoreline □ Forest □ Agricultural/grasslands □ Early mid-successional □ Wetland □ Urban □ 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? 16. Is the project site located in the 100 year flood plain? NO Y	/ES
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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: □ Shoreline □ Forest □ Agricultural/grasslands □ Early mid-successional □ Wetland □ Urban □ 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? 16. Is the project site located in the 100 year flood plain? NO Y ✓ 17. Will the proposed action create storm water discharge, either from point or non-point sources? NO Y	/ES
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: □ Shoreline □ Forest □ Agricultural/grasslands □ Early mid-successional □ Wetland □ Urban □ 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? 16. Is the project site located in the 100 year flood plain? NO Y 17. Will the proposed action create storm water discharge, either from point or non-point sources? NO Y If Yes,	/ES

18. Does the proposed action include construction or other activities that result in the impoundment of	NO	YES
water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size:		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	\	
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
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE KNOWLEDGE Applicant/spon or names, John D'Addario, III Date; May 20, 2021	BEST C)F MY
Signature:		

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.

		and the second s			
c c	that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.				
	Name of Lead Agency	Date			
Print or Type Name of Responsible Officer in Lead Agency		Title of Responsible Officer			
Links	Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)			

D'Addario & Company, Inc./XPND Realty, LLC - Application - Attachments

Part I - User Data

Question 1 C – Nature of Business

Manufacturer of musical instrument accessories; strings for musical instruments, drumsticks, drumheads, reeds and mouthpieces for clarinets and saxophones as well as other accessory products.

Question 1 J - Real Estate Abatements and Sales Tax Exemptions

Yes, the User has been awarded real estate tax abatements and a sales tax exemption on the following properties: 595 Smith Street, 590 Smith Street, 540 Smith Street, 535 Smith Street and 525 Smith Street from the Town of Babylon IDA as well as from the Suffolk County IDA for 99 Marcus Drive.

Part II - Operations at Current Location

Question 5 A

590 Smith Street, 540 Smith Street, 535 Smith Street, 525 Smith Street and 99 Marcus Drive.

Question 6 A

D'Addario is contemplating various uses for this location. Those uses include, but are not limited to, expanding our guitar and orchestral string manufacturing capabilities and capacity. As a result of the Covid-19 pandemic, we have seen increased demand for musical instrument strings and, as a result, need this building to augment and enhance our ability to manufacture a greater quantity of strings to satisfy consumer demand.

Question 7 A

D'Addario manufactures its ProMark drumsticks at its Houston, Texas, facility and reeds and mouthpieces at our California manufacturing plant. Besides being approached by representatives from those areas, we have had discussions with representatives from Virginia, North Carolina, South Carolina and Tennessee to relocate and/or consolidate our operations and corporate offices in their respective jurisdictions.

D'Addario has remained on Long Island due to the strong working relationship and benefits previously received from the Town of Babylon IDA (as well as the Suffolk County IDA and NYS Empire State Development Corporation).

Question 8 A

We believe that enhancing our string manufacturing capacity will enable us to not only produce (and sell) more strings but allow us to continue to research and develop new string products. Several years ago, D'Addario received a sixty percent real estate tax abatement and sales tax exemption for our 535 and 525 Smith Street properties. Since receiving that award, we have not only expanded our wire mill but used the facilities to develop and launch our XT (coated) and XS (covered) guitar strings. The IDA benefits related to these two buildings not only enabled us to grow our footprint in the Town of Babylon, and increase our headcount, but also allowed us to generate additional revenue and gain market share in this string category. Securing benefits here will allow us to construct new string winding machines for our Fretted (Guitar) and Orchestral Business Units, grow our business, keep ahead of our domestic and international competitors, enhance our footprint in the Town of Babylon and continue our track record of putting these benefits to good use. Plus, the benefits sought from the IDA will ensure that a currently occupied building will not become vacant and shall remain occupied by D'Addario for at least the next 12 years. This alone, together with the improvements made to the facility, along with the capital investment in new string winding equipment, will facilitate D'Addario's continued role as a major employer in the Town of Babylon. If D'Addario is not able to obtain the financial assistance from the IDA, it will not proceed with the purchase of this property.

Part III - Project Data

Question 3 G

While we have not decided which string winding machines will be placed into this building, we will spend approximately \$3.75 million dollars building various string winding equipment to meet the increased demand for our string products. The foregoing items are not exhaustive and we are still evaluating our whether we need to purchase or construct additional equipment.

Question 5 - Proposed Use - A

The current owner, Ambassador Real Estate, LLC, will lease the property for no more than nine months following the closing on the purchase. Thereafter, the site will house string winding equipment used to manufacture strings, which will augment D'Addario's string manufacturing capacity and also allow for D'Addario to market and sell more strings to its customers.

Question 5 - Need/Purpose of Project - D

As we discovered when we moved our wire drawing business from Massachusetts to Long Island, and later moved (and expanded) the operation into 535 Smith Street, the investment and expansion of the division allowed for research and development that resulted in the creation of our premium electric guitar string, NYXL, and, subsequently the creation of our new dispersion coated string, XT, and our recently launched coated string, XS, all of which have help catapult our market share. By purchasing this building, and constructing new string winding equipment, we will further augment our manufacturing capabilities. Finally, we believe that the further expansion will also lend itself to additional research and development opportunities that will lead to the launch of new products.

Question 7 – Project Completion Schedule - B

The commencement of construction is dependent upon when the Seller, who will be leasing the building for no more than nine months following the closing, vacates the premises. We believe that the earliest construction can be completed is June 2022 with D'Addario commencing operation in the building on or about September 1, 2022. If the Seller remains for the entire nine month term of its lease, construction will be completed on or about January 1, 2023 and D'Addario will begin manufacturing strings at the facility on approximately March 1, 2023. Part

VII – Representations, Certifications and Indemnifications

Question 2

On July 24, 2017, an employee, who was standing next to a straightening machine, carelessly placed his gloved left hand into a rotating wheel on the device and incurred several cuts on portions of his left hand. As a result, OSHA reviewed the situation and assessed what was classified as a "serious" violation. The Company subsequently agreed to pay a nominal fine of \$6652 and immediately installed additional safety guarding on all of such machines. This matter has been closed out with OSHA.

Question 3

As noted in our purchase contract, IDA benefits are essential to this purchase. The benefits previously received from the IDA have enabled D'Addario to not only grow our business but, more importantly, retain our footprint here on Long Island. In order to remain globally competitive in our industry, help manage costs and grow our business to meet market demand, these benefits are essential aspect of our expansion plans.

Question 4

As discussed throughout the application, awarded benefits will enable D'Addario to further expand its campus and manufacturing capacity to meet market demands. With respect to the sales tax exemption, the savings achieved on construction and equipment can be re-purposed for other legitimate business purposes. Finally, and as most people understand, it is a challenge to run a business here on Long Island. The savings achieved through the real estate tax abatements assist D'Addario by reducing our expenses and, as previously noted, allowing us to take these funds and further grow our business which, of course, keeps us as a viable business and employer here in the Town of Babylon, which takes on added significance due to the fact that a majority of our factory personnel are Town of Babylon residents.

Appendix B

Short Form Environmental Assessment

Brief Description of Proposed Action

D'Addario is contemplating various uses for this location. Those uses include, but are not limited to, expanding our guitar and orchestral string manufacturing capabilities and capacity. As a result of the Covid-19 pandemic, we have seen increased demand for musical instrument strings and, as a result, need this building to augment and enhance our ability to manufacture a greater quantity of strings to satisfy consumer demand.