



**BABYLON INDUSTRIAL DEVELOPMENT AGENCY**

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

**FORM APPLICATION FOR FINANCIAL ASSISTANCE**

**DATE:** June 29, 2022

**APPLICATION OF:**

EnCon Industries Corp.

Company Name of Beneficial User of Proposed Project  
(Not Realty or Special Purpose Entity (SPE) created for liability)

**CURRENT ADDRESS:**

173 School Street, Third Floor

Westbury, NY 11590

**ADDRESS OF PROPERTY  
TO RECEIVE BENEFITS:**

38-42 Wyandanch Avenue

Wyandanch, NY 11798

Tax Map # District 0100 Section 080.00 Block 02.00 Lot (s) 173.001

## **INDEX**

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

**Part I: User (Applicant) & Owner Data (if different)****I. User Data (Applicant):**A. User: EnCon Industries Corp.Address: 173 School Street, Third FloorWestbury, NY 11590Federal Employer ID #: 45-5155203Website: enconbabylon.comNAICS Code: 562111

(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: Anthony E. CoreTitle of Officer: PresidentPhone Number: 516-281-3592E-mail: acore@aeclaw.com**B. Business Type:**Sole Proprietorship ☐Partnership ☐Privately Held ☒Public Corporation ☐

Listed on \_\_\_\_\_

State of Incorporation/Formation: New York**C. Nature of Business:**

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

Solid waste, yard waste, recyclable material collection and hauling company**D. User Counsel:**Firm Name: Ruskin Moscou Faltischek, PCAddress: 1425 RXR Plaza, East Tower, 15th FloorUniondale, NY 11556Individual Attorney: Michael L. Faltischek, Esq.Phone Number: 516-663-6550E-mail: mfaltischek@rmfpc.com

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

Name	Percent Owned
Anthony E. Core	100%

## F. Has the User, or any subsidiary or affiliate of the User, or any stockholder, partner, member, officer, director or other entity with which any of these individuals is or has been associated with:

- i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

No

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

No

## G. If any of the above persons (see "E", above) or a group of them, owns more than 50% interest in the User, list all other organizations which are related to the User by virtue of such persons having more than a 50% interest in such organizations.

See Schedule Annexed hereto

## H. Is the User related to any other organization by reason of more than a 50% ownership? If so, indicate name of related organization and relationship:

N/A

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

N/A

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

2013 Town of Babylon IDA - EnCon Industries Corp./Rose Real Estate Holdings, LLC

1995 - Town of Babylon IDA - Omni Recycling of Babylon Inc.

- K. List major bank references of the User:

Signature Bank - Elizabeth Madigan (516) 535-2993

Dime Bank - Steve Frascatore (718) 969-9000

2. Owner Data

**\*\* (for co-applicants for assistance or where a landlord/tenant relationship will exist between the owner and the user) \*\***

A. Owner (together with the User, the "Applicant"): Rose Real Estate Holdings, LLC

Address: 173 School Street, Westbury, NY 11590

Federal Employer ID #: 46-2271382 Website: N/A

NAICS Code: 531390

Name of Owner Officer Certifying Application: Anthony E. Core

Title of Officer: Member

Phone Number: 516-281-3592

E-mail: acore@aeclaw.com

B. Business Type:

Sole Proprietorship ☐ Partnership ☐ Privately Held ☒

Public Corporation ☐ Listed on \_\_\_\_\_

State of Incorporation/Formation: New York

C. Nature of Business:

(e.g., "manufacturer of \_\_\_\_\_ for \_\_\_\_\_ industry"; "distributor of \_\_\_\_\_"; or "real estate holding company")

Real Estate Holding Company

D. Are the User and the Owner Related Entities? Yes ☐ No ☒

i. If yes, the remainder of the questions in this Part I, Section 2 (with the exception of "F" below) need not be answered if answered for the Owner.

ii. If no, please complete all questions below.

E. Owner's Counsel:

Firm Name: Anthony E. Core, PC

Address: 173 School Street, 3rd Floor

Westbury, NY 11590

Individual Attorney: Anthony E. Core, Esq.

Phone Number: 516-997-2700 E-mail: info@aeclaw.com

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

Name	Percent Owned
<u>Encore Trust 2012</u>	<u>98%</u>
<u></u>	<u></u>
<u></u>	<u></u>

G. Has the Owner, or any subsidiary or affiliate of the Owner, or any stockholder, partner, officer, director or other entity with which any of these individuals is or has been associated with:

i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

No

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

No

- H. If any of the above persons (see "F", above) or a group of them, owns more than 50% interest in the Owner, list all other organizations which are related to the Owner by virtue of such persons having more than a 50% interest in such organizations.

N/A

- 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:

No

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

N/A

- 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:

Yes - EnCon Industries Corp. Project/ April 30, 2013 with the Town of Babylon IDA

Omni Recycling of Babylon, Inc. Project/ April 1995 with the Town of Babylon IDA

- L. List major bank references of the Owner:

Dime Bank - Steve Frascatore (718) 969-9000

**Part II – Operation at Current Location**

1. Current Location Address: 38-42 Wyandanch Avenue, Wyandanch, NY 11798
2. Owned or Leased: Leased
3. Describe your present location (acreage, square footage, number of buildings, number of floors, etc.):  
2.65 Acres; approximately 27,000 square foot building thereon with two floors (Offices and Truck Garage)
4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services:  
Solid waste, yard waste, recyclable material collection and hauling company under a service agreement with the Town of Babylon
5. Are other facilities or related companies of the Applicant located within the State?  
Yes ☒ No ☐  
A. If yes, list the Address: Westbury, NY and West Babylon, NY
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: N/A  
Current facilities will remain as currently operated  
B. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full:  
N/A



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

A. If yes, please list states considered and explain: N/A

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

A. Please explain: Purpose of application is to facilitate continued operations. If denied, Applicant  
may be required to cease operations.

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

68 Full time employees with average salary of approximately \$45,000

*(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: 38-42 Wyandanch Avenue, Wyandanch, NY 11798B. Tax Map: District 0100 Section 080.00 Block 02.00 Lot(s) 173.001

C. Municipal Jurisdiction:

i. Village: N/Aii. School District: SC009 - Wyandanchiii. Library: LD009 - WyandanchD. Acreage: Approx. 2.65**3. Project Components (check all appropriate categories):**

- A. Construction of a new building ☐ Yes ☒ No  
     i. Square footage: \_\_\_\_\_
- B. Renovations of an existing building ☐ Yes ☒ No  
     i. Square footage: \_\_\_\_\_
- C. Demolition of an existing building ☐ Yes ☒ No  
     i. Square footage: \_\_\_\_\_
- D. Land to be cleared or disturbed ☐ Yes ☒ No  
     i. Square footage/acreage: \_\_\_\_\_
- 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: \_\_\_\_\_  
Pursuant to a renewed Service Agreement being proposed with the Town of Babylon for waste collection, Applicant is required to acquire a fleet of new service vehicles and support equipment.

4. Current Use at Proposed Location:

A. Does the Applicant currently hold fee title to the proposed location?

i. If no, please list the present owner of the site: Town of Babylon IDA

B. Present use of the proposed location: Solid waste, yard waste, recyclable material collection and hauling company under a service agreement with the Town of Babylon - no change currently contemplated

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

i. If yes, explain: 2013 Town of Babylon IDA - EnCon Industries Corp./Rose Real Estate Holdings, LLC

D. Is there a purchase contract for the site? (if yes, attach): ☐ Yes ☒ No

E. Is there an existing or proposed lease for the site? (if yes, attach): ☒ Yes ☐ No

5. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: No change to current operations.  
Office, garage and maintenance facility for use of Applicant in its business of collection, disposal and recycling of Municipal Solid Waste and the acquisition of machinery, equipment and vehicles from time to time.

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:

N/A

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

Project is critical to the acquisition of equipment and machinery in furtherance of obligations under a proposed renewed service agreement between the Applicant and the Town of Babylon for residential solid waste and recyclables collection services, which requires the acquisition of a fleet of new vehicles and support equipment.

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

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

6. Project Work:

## A. Has construction work on this project begun? If yes, complete the following:

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

B. What is the current zoning? GA - Industry (Light)

## 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:

N/A

E. Have site plans been submitted to the appropriate planning department? Yes ☐ No ☐  
N/A

7. Project Completion Schedule:

A. What is the proposed commencement date for the acquisition and the construction/renovation/equipping of the project?

i. Acquisition: Commencing September 2023 through on or about April 2024

ii. Construction/Renovation/Equipping: \_\_\_\_\_

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: \_\_\_\_\_

With the exception of a prototype vehicle, which is expected to be put in service in July 2022, the acquisition of  
all other vehicles and equipment will be staggered commencing in September 2023 and completed on or about  
April 2024

*(Remainder of Page Intentionally Left Blank)*

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

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

<u>Description</u>	<u>Amount</u>
Land and/or building acquisition	\$ _____
Building(s) demolition/construction	\$ _____
Building renovation	\$ _____
Site Work	\$ _____
Machinery and Equipment	\$ 13,400,000.00
Legal Fees	\$ _____
Architectural/Engineering Fees	\$ _____
Financial Charges	\$ _____
Other (Specify)	\$ 100,000.00
Total	\$ _____

**2. Method of Financing:**

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	\$ 13,500,000.00	5-10 years
B. Taxable bond financing:	\$ _____	_____ years
C. Conventional Mortgage:	\$ _____	_____ years
D. SBA (504) or other governmental financing:	\$ _____	_____ years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$ _____	
F. Other loans:	\$ _____	_____ years
G. Owner/User equity contribution:	\$ _____	_____ years

Total Project Costs \$ 13,500,000.00

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

90% of bond financing to be paid by Town of Babylon pursuant to the proposed renewed service agreement.

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.

\*Prototype vehicle to be delivered and put into service in July 2022, having a purchase price not to exceed \$365,000.00, to be paid from proceeds of bond financing

- 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:

N/A

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

Possible reimbursement for cost of prototype vehicle, if payment is required prior to closing; and

reimbursement for any downpayment required by the vehicle manufacturer.

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

Preliminary interest has been received from Signature Bank

*(Remainder of Page Intentionally Left Blank)*

**Part V – Project Benefits****1. Mortgage Recording Tax Benefit:**

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

\$ N/A

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

\$ N/A

**2. Sales and Use Tax Benefit:**

- A. Gross amount of costs for goods and services that are subject to State and local Sales and Use Tax (such amount to benefit from the Agency's exemption):

\$ 13,400,000.00

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

\$ 1,155,750.00

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

i. Owner: \$

ii. User: \$ 1,155,750.00

**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:

N/A

- B. Agency PILOT Benefit:

i. Term of PILOT requested: N/A

- 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>68</u>	<u>N/A</u>	<u>N/A</u>	<u>approx 65</u>
Part-Time**	<u>Approx 13</u>	<u>N/A</u>	<u>N/A</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	3	\$1,200/week	\$405.60/week
Professional			
Administrative	1	\$1,200/week	\$405.60/week
Production			
Supervisor			
Laborer			
Other			
Drivers	32	\$844/week	\$405.60/week
Helpers/Laborers	32	\$740/week	\$405.60/week
Part-time/Per diem	up to 13	\$30.76 per hour	

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>N/A</u>	<u></u>	<u></u>
** Part-Time	<u>N/A</u>	<u></u>	<u></u>

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

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

*(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 ☐

Existing vehicles and equipment are aged due to uncontrollable factors (i.e. excessive use during clean-up in connection with past hurricanes/super storms and ongoing pandemic. The current vehicles are no longer able to efficiently service the Town under the proposed renewed service agreement which requires a fleet of new vehicles and support equipment.

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?

In ability to acquire the new vehicles and equipment would have a negative impact on the municipal services calling for residential solid waste and recyclables collection for the Town of Babylon

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

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

Initial 

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

Initial 

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

Initial 

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

Initial 

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

Initial 



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

Initial ME

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 ME

---

Initial after receipt and acceptance of Schedule A and Schedule B

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

Initial ME

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 ME

**Part VIII – Submission of Materials**

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

William F. Dudine, Partner  
Katten Muchin Rosenman LLP  
50 Rockefeller Plaza  
New York, NY 10020-1605

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.**

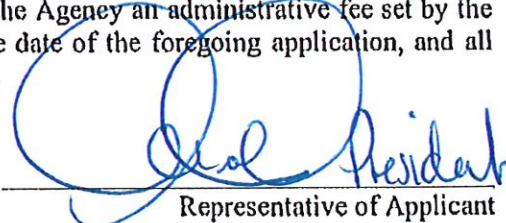
*(Remainder of Page Intentionally Left Blank)*

**Part IX – Certification**

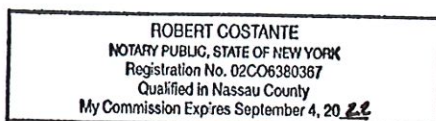
Anthony E. Core (name of representative of company submitting application) deposes and says that he or she is the President (title) of EnCon Industries Corp., the corporation (company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

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

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

  
Representative of Applicant

Sworn to me before this 29<sup>th</sup>  
Day of June, 20 22  
Robert Costante  
(seal)





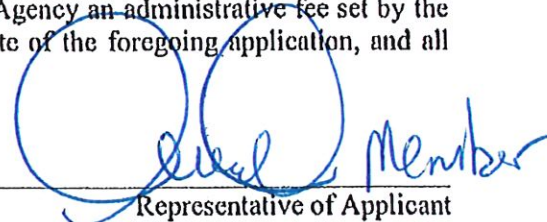
**Part IX – Certification**

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

Anthony E. Core (name of representative of owner submitting application)  
deposes and says that he or she is the Member (title) of Rose Real Estate Holdings, LLC,  
the corporation (company name) named in the attached application; that he or she has read the foregoing  
application and knows the contents thereof; and that the same is true to his or her knowledge.

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

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

  
Representative of Applicant

Sworn to me before this 29<sup>th</sup>  
Day of June, 20 22  
Robert Costante  
(seal)



Town of Babylon Industrial Development Agency



**EXHIBIT A**

**Proposed PILOT Schedule**

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

N/A

**SCHEDULE A**

**Agency's Fee Schedule**

### Fee Policy

Application Fee:      Projects under \$5,000,000 - \$1,500  
                             Projects over \$5,000,000 - \$3,000

Straight Lease Transaction: 1.25% of hard costs plus 1% of savings (PILOT, estimated sales tax, mortgage recording)

Unconnected Campus: All newly acquired buildings shall be subject to a 1.25% IDA transaction fee. Existing buildings shall be charged .75% of fair market value plus 1.25% on equipment and renovations plus 1% of combined savings (PILOT, estimated sales tax, mortgage recording)

Deals involving leases and reups: A list of six (6) recent deals similar in size will be created. The average fee of that list shall be divided by the average square footage of that list. The average per square foot calculation shall be multiplied by the building's square footage reups plus 1% of savings plus 1.25% on equipment and renovations.

Large developments over \$30 million:

1% first \$10 million

$\frac{3}{4}$  of 1% between 10 – 20

$\frac{1}{2}$  of 1% between 20 – 30

$\frac{1}{4}$  of 1% over 30

Plus .75% of savings

Bond Schedule

$\frac{3}{4}$  of 1% first \$15 million

$\frac{1}{2}$  of 1% between 15 – 25

$\frac{1}{4}$  of 1% between 25 – 35

1/10 of 1% over 35

Ability to negotiate: The CEO shall have the ability to negotiate the fee. The CEO may not extend greater than a 20% discount on the fee without Board consent.

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

Administrative Fee:

\$2,500 everything else (termination of lease, mortgage modifications)

\$5,000 – amendments to lease (sales tax extensions, PILOT schedule changes)

Plus cost of legal advertising in Newsday

#### CERTIFICATION FOR BOND

Upon successful conclusion and sale of the required bond issue, the applicant shall pay to the Agency an administrative fee set by the Agency not to exceed an amount equal to 1% of the total project cost financed by the bond issue, which amount is payable at closing. The Agency's Bond Counsel's fees, its general counsel's fees and the administrative fee may be considered as a cost of the project and included as party of any resultant bond issue.

#### CERTIFICATION (Straight Lease)

The applicant shall pay to the Agency an administrative fee set by the Agency not to exceed an amount equal to 1 % of the total project cost, which amount is payable at closing.

**SCHEDULE B**

**Agency's Recapture Policy**

## Schedule B

**Recapture of Agency Benefits.** It is understood and agreed by the Applicant that the Agency intends to enter into an Equipment Lease and Project Agreement (the "Agreement") with the Applicant in order to provide financial assistance to the Applicant for the Equipment Project and to accomplish the public purposes of the Act. In consideration therefor, the Applicant will agree to the following:

If there shall occur a Recapture Event at any time after the execution of the Agreement, the Applicant will pay to the Agency, or to the State of New York, if so directed by the Agency 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 second (2nd) anniversary of the execution date of the Agreement;
- (ii) fifty percent (50%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs after the second (2nd) anniversary but prior to the fourth (4<sup>th</sup>) anniversary of the execution date of the Agreement;
- (iii) twenty-five percent (25%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs on or after the fourth (4<sup>th</sup>) anniversary but prior to the sixth (6<sup>th</sup>) anniversary of the execution date of the Agreement;
- (iv) zero percent (0%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs on or after the sixth (6th) anniversary of the execution date of the Agreement.

The term "**Recaptured Benefits**" shall mean one hundred percent (100%) of the Sales Tax Exemption savings realized by or for the benefit of the Applicant, including any savings realized by the Applicant or any affiliate or agent of the Applicant pursuant to the Agreement and each Sales Tax Agent Authorization Letter, if any, issued in connection with the foregoing (the "**Sales Tax Savings**") which Recaptured Benefits from time to time shall upon the occurrence of a Recapture Event in accordance with the provisions described below and the declaration of a Recapture Event by notice from the Agency to the Applicant 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:

The term "**Recapture Event**" shall mean any of the following events:

- (i) a material violation of the terms and conditions of the Agreement and other transaction documents;
- (ii) a material misrepresentation made by the Applicant and contained in the application for Financial Assistance, or in the Agreement or any transaction documents or any other materials delivered by the Applicant pursuant to the transaction documents;

By: \_\_\_\_\_

EnCon Industries Corp

Anthony E. Core, President

(iii) the Applicant and/or affiliates of the foregoing shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Facility Equipment (as defined in the Agreement) without the prior written consent of the Agency;

(iv) the failure by the Applicant to utilize the Facility Equipment in accordance with the Residential Solid Waste and Recyclables Service Agreement, dated October 12, 2012, as amended, between Encon Industries Corp. and the Town of Babylon (the "**Service Agreement**");

(v) the occurrence and continuance of an Event of Default under the Service Agreement or the Lease and Sublease Agreement, among Encon Industries Corp., the Town of Babylon L.D. Corporation II and Flagstar Public Funding Corp.; or

(vi) the Applicant receives Sales Tax Savings in connection with the Equipment Project 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 Sales Tax Savings only. It is further provided that failure to repay the Sales Tax Savings within thirty (30) days shall constitute a Recapture Event with respect to all Recaptured Benefits.

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 Equipment, or (ii) the inability at law of the Applicant to replace the Facility Equipment after the occurrence of a loss event, which inability shall have arisen in good faith through no fault on the part of the Applicant or any of its affiliates.

The Applicant will covenant and agree in the Agreement to furnish the Agency with written notification upon any Recapture Event or disposition of the Facility Equipment or any portion thereof made within six (6) years of the commencement date of the Agreement, which notification shall set forth the terms of such Recapture Event and/or disposition.

In the event any payment owing by the Applicant with respect to a Recapture Event shall not be paid on demand by the Applicant, 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 Applicant shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.

The Agency, in its sole discretion, may waive all or any portion of any payment owing by the Applicant with respect to recapture.

EnCon Industries Corp.

By:  (s)

Anthony E. Core, President

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

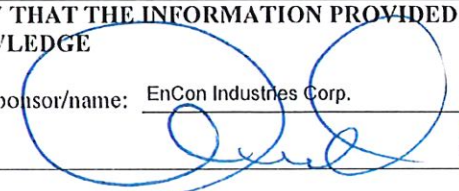
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: Encon/Town of Babylon IDA - Tax Exempt Bond Financing			
Project Location (describe, and attach a location map): 38-42 Wyandanch Avenue, Wyandanch, NY 11798			
Brief Description of Proposed Action: Tax-exempt bond financing and sales taxes exemption from Town of Babylon IDA in connection with acquisition of vehicles and equipment to continue residential solid waste and recyclables collection services for the Town of Babylon.			
Name of Applicant or Sponsor: EnCon Industries Corp.		Telephone: 516-997-2700 E-Mail: <a href="mailto:acore@aeclaw.com">acore@aeclaw.com</a>	
Address: 173 School Street			
City/PO: Westbury		State: NY	Zip Code: 11590
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Approval from Town of Babylon Industrial Development Agency			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? <span style="float: right;">2.65 acres</span> b. Total acreage to be physically disturbed? <span style="float: right;">0.00 acres</span> c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <span style="float: right;">2.65 acres</span>			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

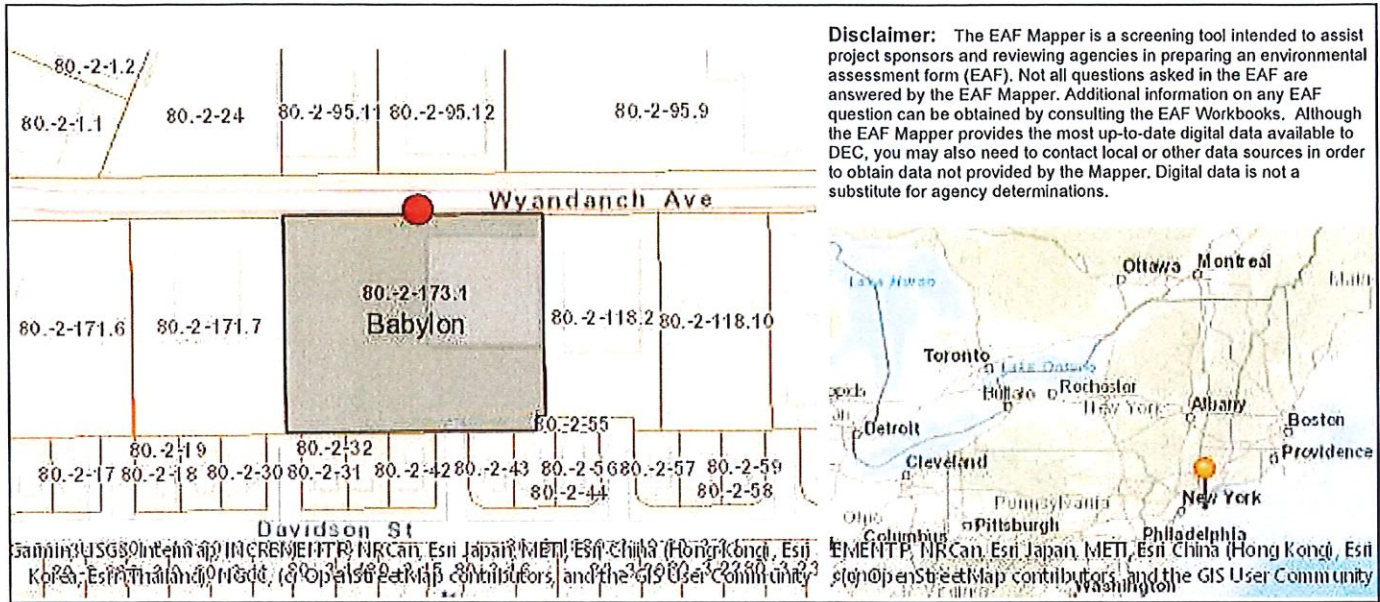


5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<hr/> <hr/>		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
<hr/> <hr/>		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
<hr/> <hr/>		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
<hr/> <hr/>		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>EnCon Industries Corp.</u> Date: <u>6/29/22</u>		
Signature: <u></u> Title: <u>President</u>		

# EAF Mapper Summary Report

Thursday, June 9, 2022 6:11 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b> Applicant/sponsor name: _____ Date: _____ 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, archeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

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

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
_____ 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)

**Supplement to Part I, Paragraph 1(G)**

Anthony E. Core, P.C.  
Langeman Realty Management, Ltd.  
Omni-Babylon realty, LLC  
Industrial Construction Management Corp.  
Bayberry Hill Development Corp.  
J.A. Container Repair Corp.  
Island Alternatives, Inc.  
Refuse & Environmental Waste Management, Inc.  
Omni Recycling of Westbury, Inc.  
Omni Recycling of Babylon, Inc.  
Green Stream Recycling LLC  
GSR holdings LLC  
Environmental Project Funding LLC  
Grand Real Property LLC  
West End Waste Reduction LLC

**COMMERCIAL LEASE**

This AGREEMENT OF LEASE ("Agreement"), made between **ROSE REAL ESTATE HOLDINGS, LLC**, of 38-42 Wyandanch Ave., Wyandanch, NY 11798, party of the first part hereinafter referred to as "Owner", and **ENCON INDUSTRIES CORP.**, of 38-42 Wyandanch Ave., Wyandanch, NY 11798, party of the second part hereinafter referred to as "Tenant".

**WITNESSETH:** Owner hereby leases to Tenant and Tenant hereby hires from Owner the premises known as 38-42 Wyandanch Ave., Wyandanch, NY 11798, more particularly described in Article I hereof, for the term of Nine (9) years, to commence on April 1, 2013 and terminating on December 31, 2022, at the rate of \$24,726.42 per month, which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in advance of the first day of each month, at the office of Owner or such other place as Owner may designate, without any setoff or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof.

- I. DEMISED PREMISES:** The demised premises shall include the two-story building located at 38-42 Wyandanch Ave., Wyandanch, NY 11798, Section 80, Block 2, Lot 173.1 of Suffolk County, and the space and fence lines contained therein (collectively and hereinafter referred to as the "Premises").
- II. USE AND OCCUPANCY:** Tenant shall use and occupy the Premises as a residential waste collection company and place for vehicle storage at the facility and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner and shall keep the Premises in good condition.
- III. CARE AND MAINTENANCE:** Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at their own expense and at all times, maintain the Premises in good and safe condition, normal wear and tear excepted.
- IV. UTILITIES:** All utility charges shall be initially paid for by Owner.
- V. TERM:** This Agreement shall be effective as of April 1, 2013, and shall terminate on and not extend beyond December 31, 2022. Tenant shall quit and surrender to Owner the Premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all its property on December 31, 2022.
- VI. ADDITIONAL RENTS:** Reimbursement for real estate taxes or PILOTs, insurance costs, utilities, and other maintenance costs and expenses, as assessed by the Owner shall be the responsibility of Tenant and shall be known as "Additional Rent".
- VII. PAYMENT OF RENT:** Tenant shall pay all rent due in advance of the first day of each month for that month's rental, during the term of this Lease, in the amount of \$24,726.42 per month. All rental payments shall be made to Owner.
- VIII. WAIVER:** No failure of Owner to enforce any term hereof shall be deemed to be a waiver.

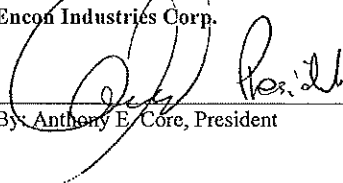
**IN WITNESS WHEREOF,** Owner and Tenant have respectively signed and sealed this lease below:

Owner:

**Rose Real Estate Holdings, LLC**

  
By: Gina Core, Member

Tenant:

**Encon Industries Corp.**  
  
By: Anthony E. Core, President