

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

**FORM APPLICATION FOR FINANCIAL ASSISTANCE**

DATE: April 11, 2024

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

CURRENT ADDRESS: 100 Schoolhouse Rd, Levittown, NY 11756

ADDRESS OF PROPERTY TO RECEIVE BENEFITS: 23 N. 16th Street, Wheatley Heights, NY

309 Merritt Avenue, Wheatley Heights, NY

Tax Map # District 0100 Section 040.00 Block 01.00 Lot (s) 021.000 & 023.000

**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>                                   |



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

| Name               | Percent Owned |
|--------------------|---------------|
| Peter G. Florey    | 50%           |
| Leonard T. D'Amico | 50%           |
|                    |               |
|                    |               |

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

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

No

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

No

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**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.**

N/A

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**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:**

See Attachment Number 1

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

N/A

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

No

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

K. List major bank references of the User:

Erin Galligan, Bank of America Merrill Lynch [REDACTED]

\_\_\_\_\_

Frank Sabalja, Bridgehampton National Bank 631-537-1000 ext. [REDACTED]

\_\_\_\_\_

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"): N/A

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

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

NAICS Code: \_\_\_\_\_

Name of Owner Officer Certifying Application: \_\_\_\_\_

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

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

B. Business Type:

Sole Proprietorship  Partnership  Privately Held

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

State of Incorporation/Formation: \_\_\_\_\_

C. Nature of Business:

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

\_\_\_\_\_

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

- i. If yes, the remainder of the questions in this Part I, Section 2 (with the exception of "F" below) need not be answered if answered for the Owner.
- ii. If no, please complete all questions below.

E. Owner's Counsel:

Firm Name: \_\_\_\_\_

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

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

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

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

| Name  | Percent Owned |
|-------|---------------|
| _____ | _____         |
| _____ | _____         |
| _____ | _____         |

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

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

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

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

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

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

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

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

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

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- L. List major bank references of the Owner:

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**Part II – Operation at Current Location**

1. Current Location Address: N/A

2. Owned or Leased: N/A

3. Describe your present location (acreage, square footage, number of buildings, number of floors, etc.):  
N/A

4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services:  
N/A

5. Are other facilities or related companies of the Applicant located within the State?  
Yes  No

A. If yes, list the Address: See Attachment Number 1

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: No change to existing facilities is expected to result from the project.

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:

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

A. If yes, please list states considered and explain: \_\_\_\_\_  
\_\_\_\_\_

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

A. Please explain: The company has no intentions of moving out of New York State.  
\_\_\_\_\_

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

*(Remainder of Page Intentionally Left Blank)*

**Part III – Project Data**1. Project Type:

## A. What type of transaction are you seeking?: (Check one)

Straight Lease     Taxable Bonds     Tax-Exempt Bonds   
 Equipment Only Straight Lease

## B. Type of benefit(s) the Applicant is seeking: (Check all that apply)

Sales Tax Exemption     Mortgage Recording Tax Exemption   
 Real Property Tax Abatement:

2. Location of project:A. Street Address: 23 N. 16th Street and 309 Merritt Avenue, Wheatley Heights, NY 11798B. Tax Map: District 0100    Section 040.00    Block 01.00    Lot(s) 021.000 & 023.000

## C. Municipal Jurisdiction:

- i. Village: None  
 ii. School District: Wyandanch Union Free School District  
 iii. Library: Wyandanch Public Library

D. Acreage: .923. Project Components (check all appropriate categories):

- A. Construction of a new building  Yes     No  
 i. Square footage: Approx. 82,500 sf
- B. Renovations of an existing building  Yes     No  
 i. Square footage: \_\_\_\_\_
- C. Demolition of an existing building  Yes     No  
 i. Square footage: Approx. 8,000 sf
- D. Land to be cleared or disturbed  Yes     No  
 i. Square footage/acreage: 40,000 sf
- 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: Approx. 8,000 sf

G. Installation of machinery and/or Equipment  Yes  No

i. List principal items or categories of equipment to be acquired: HVAC equipment,  
boilers, water heaters, electrical panels, washer/dryers, stoves, refrigerators, and other construction materials  
and furnishings that would be used in constructing a residential apartment building.

4. Current Use at Proposed Location:

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

i. If no, please list the present owner of the site: No, James Demopoulos

B. Present use of the proposed location: Ice Cream Distributor

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

i. If yes, explain: \_\_\_\_\_

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

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

5. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: New construction of approximately 81 residential rental units of affordable workforce housing, comprised of

approximately 41 one-bedrooms, 36 two-bedrooms, 3 three-bedrooms and 1 two-bedroom super's unit.

Transit-oriented development will have on-site parking for residents, common laundry and an interior courtyard.

B. Proposed product lines and market demands: High demand on Long Island for transit-oriented affordable  
workforce housing developments

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:

Total Square Footage is 82,500 SF of Residential Space. 1 Bedroom unit -619SF-719SF,

2 Bedroom unit-834SF-905SF and 3 Bedroom unit-1,048SF.

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

There is a high demand and unmet need for rental affordable workforce housing in the Wyandanch area. Further, this project will contribute to the transformation of a targeted downtown revitalization site by promoting a walkable downtown and encouraging local economic growth.

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  No  % Complete \_\_\_\_\_
- ii. Foundation: Yes  No  % Complete \_\_\_\_\_
- iii. Footings: Yes  No  % Complete \_\_\_\_\_
- iv. Steel: Yes  No  % Complete \_\_\_\_\_
- v. Masonry: Yes  No  % Complete \_\_\_\_\_
- vi. Other: \_\_\_\_\_

B. What is the current zoning? Zone Code 1 "WC - Wyandanch & Straight Path Corridor"  
Zone Code 2 "T5 - Civic-Com./Off;Resid;Ret"

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

7. Project Completion Schedule:

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

i. Acquisition: March 2024

ii. Construction/Renovation/Equipping: May 2024

B. Provide an accurate estimate of the time schedule to complete the project and when the first use of the project is expected to occur: \_\_\_\_\_

24 Month construction timeline, with first use expected May of 2026

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

*(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  | \$ <u>3,740,000</u>         |
| Building(s) demolition/construction   | \$ <u>32,507,022</u>        |
| Building renovation   | \$ <u>N/A</u>               |
| Site Work   | \$ <u>1,400,000</u>         |
| Machinery and Equipment   | \$ <u>N/A</u>               |
| Legal Fees  | \$ <u>395,000</u>           |
| Architectural/Engineering Fees  | \$ <u>795,000</u>           |
| Financial Charges   | \$ <u>970,308</u>           |
| Other (Specify) <small>Developer Fee, Reserves<br/>and Initial Costs.</small> | \$ <u>10,933,204</u>        |
| <b>Total</b>  | <b>\$ <u>50,740,534</u></b> |

#### 2. Method of Financing:     Construction

|   | <u>Amount</u>               | <u>Term</u> |
|---|-----------------------------|-------------|
| A. Tax-exempt bond financing:   | \$ <u>N/A</u>               | _____ years |
| B. Taxable bond financing:  | \$ <u>N/A</u>               | _____ years |
| C. Conventional Mortgage:   | \$ <u>31,658,685</u>        | _____ years |
| D. SBA (504) or other governmental financing:                                       | \$ <u>N/A</u>               | _____ years |
| E. Public Sources (include sum of all<br>State and federal grants and tax credits): | \$ <u>11,980,098</u>        |             |
| F. Other loans: deferred costs  | \$ <u>3,524,269</u>         | _____ years |
| G. Owner/User equity contribution: deferred<br>developer fee                        | \$ <u>3,577,482</u>         | _____ years |
| <b>Total Project Costs</b>  | <b>\$ <u>50,740,534</u></b> |             |

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

24%

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

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

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

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

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

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

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**Part V – Project Benefits**

1. **Mortgage Recording Tax Benefit:**

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

\$ 31,658,685 \_\_\_\_\_

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

\$ 237,440.25 \_\_\_\_\_

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):

\$ 15,629,685 \_\_\_\_\_

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

\$ 1,348,060 \_\_\_\_\_

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

i. Owner: \$ N/A \_\_\_\_\_

ii. User: \$ N/A \_\_\_\_\_

3. **Real Property Tax Benefit:**

- A. Identify and describe if the project will utilize a real property tax exemption benefit other than the Agency's PILOT benefit:

None \_\_\_\_\_

- B. Agency PILOT Benefit:

i. Term of PILOT requested: 32 Years \_\_\_\_\_

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

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



**Part VI – Employment Data**

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

|             | <u>Present</u> | <u>First Year</u> | <u>Second Year</u> | <u>Residents of LMA</u> |
|-------------|----------------|-------------------|--------------------|-------------------------|
| Full-Time   | N/A            | 2                 | 2                  | 2                       |
| Part-Time** | N/A            | 1                 | 1                  | 1                       |

\* 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                                  | 1                   | \$40,000                          | \$7,333.33  |
| Professional                                |                     |                                   |   |
| Administrative                              |                     |                                   |   |
| Production                                  |                     |                                   |   |
| Supervisor                                  | 1                   | \$36,000                          | \$7,333.33  |
| Laborer                                     | 1                   | \$34,000                          | \$7,333.33  |
| Other                                       |                     |                                   |   |
|   |                     |                                   |   |
|   |                     |                                   |   |
|   |                     |                                   |   |

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

3. Annualized salary range of jobs to be created in the first two years (see question #1).

FROM \$ 34,000 TO \$ 40,000

4. List the number of \*Construction jobs (if applicable) to be created by the Applicants Project.

|              | <u>First Year</u> | <u>Second Year</u> | <u>Third Year</u> |
|--------------|-------------------|--------------------|-------------------|
| * Full-Time  | <u>40</u>         | <u>50</u>          | <u>N/A</u>        |
| ** Part-Time | <u>N/A</u>        | <u>N/A</u>         | <u>N/A</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

In order to make the project financially viable, we would need the requested assistance from the Agency.

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4. If the Applicant is unable to obtain financial assistance from the Agency for the project, what would be the impact on the Applicant and on the municipality?

The project would not be able to financially move forward and we would not be able to bring this to fruition

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and there would continue to be a shortage of quality affordable housing in the Town.

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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     *W*    

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     *W*    

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     *W*    

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     *W*    

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     *W*

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 

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Initial after receipt and acceptance of Schedule A and Schedule B

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

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  
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)*

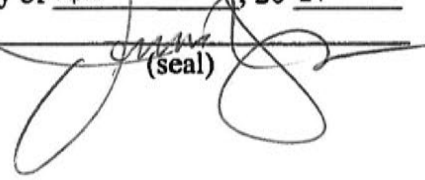
**Part IX – Certification**

Peter G. Florey (name of representative of company submitting application) deposes and says that he or she is the Manager (title) of Alegria North, 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 information acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.

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

  
\_\_\_\_\_  
Representative of Applicant  
Peter Florey, Manager

Sworn to me before this 12  
Day of April, 2024  
  
(seal)

Jonna Yule  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01YU6366412  
Qualified in Queens County  
Commission Expires October 30, 2025

**Part IX – Certification**

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

\_\_\_\_\_ (name of representative of owner submitting application) deposes and says that he or she is the \_\_\_\_\_ (title) of \_\_\_\_\_, the corporation (company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

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

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

\_\_\_\_\_  
Representative of Applicant

Sworn to me before this \_\_\_\_\_  
Day of \_\_\_\_\_, 20 \_\_\_\_\_

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



**EXHIBIT A**

**Proposed PILOT Schedule**

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




*April 12 2024*

EXHIBIT A

**PILOT Schedule**

The Applicant shall be obligated to make Payments in Lieu of Taxes (i) with respect to Wyandanch School District, Wyandanch Library, Suffolk County and the Town of Babylon taxes for each tax year (December 1 to and including November 30) starting with the tax year commencing December 1, 2025 (the “**PILOT Commencement Date**”) to and including the tax year December 1, 2056 in the estimated amounts set forth below and (ii) for each tax year commencing December 1, 2057 and thereafter, the Applicant shall pay the full real estate taxes levied for the Wyandanch School District, Wyandanch Library, Suffolk County and the Town of Babylon. The below PILOT Payment amounts are estimated. Actual PILOT Payments, in each year, will be determined by the Agency in accordance with the Lease and Project Agreement to be entered into between the Applicant and the Agency. Notwithstanding the above, the PILOT Commencement Date may be postponed due to a “force majeure” event, as such term defined in the straight lease documents; in such event, the subsequent dates referenced above would be postponed by the same amount of time.

 April 12, 2024

**Estimated PILOT Payment:**

| December<br>1st | Wyandanch<br>School District | Wyandanch<br>Library | Suffolk<br>County | Town of<br>Babylon | Total     |
|-----------------|------------------------------|----------------------|-------------------|--------------------|-----------|
| 2025            | \$14,520                     | \$1,277              | \$2,459           | \$3,870            | \$22,126  |
| 2026            | 14,520                       | 1,277                | 2,459             | 3,870              | 22,126    |
| 2027            | 96,392                       | 8,476                | 16,326            | 25,691             | 146,885   |
| 2028            | 98,320                       | 8,645                | 16,653            | 26,204             | 149,822   |
| 2029            | 100,287                      | 8,818                | 16,986            | 26,728             | 152,819   |
| 2030            | 102,292                      | 8,994                | 17,325            | 27,264             | 155,875   |
| 2031            | 104,338                      | 9,174                | 17,672            | 27,809             | 158,993   |
| 2032            | 106,425                      | 9,358                | 18,025            | 28,364             | 162,172   |
| 2033            | 108,553                      | 9,545                | 18,386            | 28,932             | 165,416   |
| 2034            | 110,724                      | 9,736                | 18,754            | 29,510             | 168,724   |
| 2035            | 112,939                      | 9,931                | 19,129            | 30,100             | 172,099   |
| 2036            | 115,198                      | 10,129               | 19,511            | 30,703             | 175,541   |
| 2037            | 117,502                      | 10,332               | 19,901            | 31,316             | 179,051   |
| 2038            | 119,852                      | 10,538               | 20,299            | 31,943             | 182,632   |
| 2039            | 122,249                      | 10,749               | 20,705            | 32,582             | 186,285   |
| 2040            | 124,694                      | 10,964               | 21,120            | 33,233             | 190,011   |
| 2041            | 127,188                      | 11,184               | 21,542            | 33,897             | 193,811   |
| 2042            | 129,731                      | 11,407               | 21,973            | 34,576             | 197,687   |
| 2043            | 132,326                      | 11,635               | 22,412            | 35,268             | 201,641   |
| 2044            | 134,972                      | 11,868               | 22,860            | 35,974             | 205,674   |
| 2045            | 137,672                      | 12,105               | 23,318            | 36,692             | 209,787   |
| 2046            | 140,425                      | 12,348               | 23,784            | 37,426             | 213,983   |
| 2047            | 143,234                      | 12,594               | 24,260            | 38,175             | 218,263   |
| 2048            | 146,099                      | 12,846               | 24,745            | 38,938             | 222,628   |
| 2049            | 149,021                      | 13,103               | 25,240            | 39,716             | 227,080   |
| 2050            | 152,001                      | 13,365               | 25,745            | 40,511             | 231,622   |
| 2051            | 155,041                      | 13,633               | 26,259            | 41,322             | 236,255   |
| 2052            | 158,142                      | 13,905               | 26,785            | 42,148             | 240,980   |
| 2053            | 161,305                      | 14,183               | 27,320            | 42,991             | 245,799   |
| 2054            | 164,531                      | 14,467               | 27,867            | 43,850             | 250,715   |
| 2055            | 167,821                      | 14,756               | 28,424            | 44,728             | 255,729   |
| 2056            | 171,178                      | 15,052               | 28,993            | 45,621             | 260,844   |
|                 | 3,939,492                    | 346,394              | 667,237           | 1,049,950          | 6,003,073 |

2057 and thereafter Full taxes due on the assessed value of the land and improvement constituting the Project in 2057 and accordance with the then current tax rate and then current thereafter assessed value of the thereafter land and improvements constituting the Project.

*April 12 2024* A-2

In addition to the PILOTs Payments described above, the Applicant will be required to pay with respect to the land and improvement constituting the Project any special ad valorem levies, special assessments and service charges levied against real property located in the Town of Baylon (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 Applicant will pay without exemption.

*APR 12 2024*

**Exhibit A  
Estimated PILOT Savings**

Alegria North, LLC  
309 Merritt Avenue  
23 North 16th Street  
Wheatley Heights, NY 11798

February 9, 2024

Referenced Tax Bill: 2023- 2024

**For PILOT Calculation**

Base Taxes: \$22,125.68  
Non-Abated Levies: \$800.00  
10% Shelter Rent: \$146,884.50  
Escalator: 2%

**Additionally for Est. Tax Bill Calculation**

Projected Assessed Value 80000  
Tax rate for items eligible for PILOT 369.9948  
% Change in Rate / yr: 2%

| <u>PILOT Year</u> | <u>Operating Year</u> | <u>Base Taxes</u> | <u>Non-Abated</u> | <u>PILOT</u> | <u>To be Paid</u> | <u>Est. Savings</u> |
|-------------------|-----------------------|-------------------|-------------------|--------------|-------------------|---------------------|
| 1                 | Construction          | \$ 22,126         | \$ 800            | \$ 22,126    | \$ 22,926         | \$ 285,700          |
| 2                 | Construction          | 22,126            | 800               | 22,126       | 22,926            | 291,850             |
| 3                 | 1                     | 22,126            | 800               | 146,885      | 147,685           | 173,400             |
| 4                 | 2                     | 22,126            | 800               | 149,822      | 150,622           | 176,850             |
| 5                 | 3                     | 22,126            | 800               | 152,819      | 153,619           | 180,400             |
| 6                 | 4                     | 22,126            | 800               | 155,875      | 156,675           | 184,000             |
| 7                 | 5                     | 22,126            | 800               | 158,993      | 159,793           | 187,700             |
| 8                 | 6                     | 22,126            | 800               | 162,172      | 162,972           | 191,450             |
| 9                 | 7                     | 22,126            | 800               | 165,416      | 166,216           | 195,250             |
| 10                | 8                     | 22,126            | 800               | 168,724      | 169,524           | 199,150             |
| 11                | 9                     | 22,126            | 800               | 172,099      | 172,899           | 203,150             |
| 12                | 10                    | 22,126            | 800               | 175,541      | 176,341           | 207,200             |
| 13                | 11                    | 22,126            | 800               | 179,051      | 179,851           | 211,350             |
| 14                | 12                    | 22,126            | 800               | 182,632      | 183,432           | 215,600             |
| 15                | 13                    | 22,126            | 800               | 186,285      | 187,085           | 219,900             |
| 16                | 14                    | 22,126            | 800               | 190,011      | 190,811           | 224,300             |
| 17                | 15                    | 22,126            | 800               | 193,811      | 194,611           | 228,800             |
| 18                | 16                    | 22,126            | 800               | 197,687      | 198,487           | 233,350             |
| 19                | 17                    | 22,126            | 800               | 201,641      | 202,441           | 238,000             |
| 20                | 18                    | 22,126            | 800               | 205,674      | 206,474           | 242,800             |
| 21                | 19                    | 22,126            | 800               | 209,787      | 210,587           | 247,650             |
| 22                | 20                    | 22,126            | 800               | 213,983      | 214,783           | 252,600             |
| 23                | 21                    | 22,126            | 800               | 218,263      | 219,063           | 257,650             |
| 24                | 22                    | 22,126            | 800               | 222,628      | 223,428           | 262,800             |
| 25                | 23                    | 22,126            | 800               | 227,080      | 227,880           | 268,050             |
| 26                | 24                    | 22,126            | 800               | 231,622      | 232,422           | 273,400             |
| 27                | 25                    | 22,126            | 800               | 236,255      | 237,055           | 278,900             |
| 28                | 26                    | 22,126            | 800               | 240,980      | 241,780           | 284,450             |
| 29                | 27                    | 22,126            | 800               | 245,799      | 246,599           | 290,150             |
| 30                | 28                    | 22,126            | 800               | 250,715      | 251,515           | 295,950             |
| 31                | 29                    | 22,126            | 800               | 255,729      | 256,529           | 301,850             |
| 32                | 30                    | 22,126            | 800               | 260,844      | 261,644           | 307,900             |

Total to be Paid: \$ 6,028,673  
Total Estimated Savings: \$ 7,611,550

*April 12 2024*

**SCHEDULE A**

**Agency's Fee Schedule**

*April 12 2024*

## Fee Policy

Application Fee:      Projects under \$10,000,000 - \$2,500  
                                 Projects over \$10,000,000 - \$5,000

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

¾ of 1% between 10 – 20

½ of 1% between 20 – 30

¼ of 1% over 30

Plus .75% of savings

Bond Schedule

¾ of 1% first \$15 million

½ of 1% between 15 – 25

¼ 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); and the cost of legal advertising in Newsday

 April 12 2024

Housing Projects Independent Study Fee: All potential housing projects are required to cover the entire cost of any independent third party studies commissioned in relation to the potential project.


#### 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.

Annual compliance: Projects over \$10,000,000 must pay an annual compliance fee of \$1,000 for the duration of the PILOT.

 April 12 2024



**SCHEDULE B**

**Agency's Recapture Policy**

*© April 12 2024*

## SCHEDULE B

### Recapture of Agency Benefits.

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

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

- (i) one hundred percent (100%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs within the first twenty (20) years after the Closing Date;
- (ii) eighty percent (80%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the twenty-first (21<sup>st</sup>) year after the Closing Date;
- (iii) sixty percent (60%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the period from the twenty-second (22<sup>nd</sup>) year through and including the twenty-third (23<sup>rd</sup>) year after the Closing Date;
- (iv) forty percent (40%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the twenty-fourth (24<sup>th</sup>) year after the Closing Date; or
- (v) twenty percent (20%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the twenty-fifth (25<sup>th</sup>) year after the Closing Date.

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

- (i) the Mortgage Recording Tax Exemption; and
- (ii) Sales Tax Exemption savings realized by or for the benefit of the Applicant, including any savings realized by any Agent pursuant to the Lease Agreement and each Sales Tax Agent Authorization Letter issued in connection with the Facility (the "**Company Sales Tax Savings**"); and

*April 12 2024*

- (iii) real property tax abatements granted pursuant to Section 5.1 of the Lease Agreement which shall be an amount equal to the difference between the amount of full real property taxes due and payable with respect to the Facility had the Agency not maintained a leasehold interest in the Facility and PILOT payments paid pursuant to Exhibit C of the Lease Agreement (the “**Real Property Tax Abatements**”);

which Recaptured Benefits from time to time shall upon the occurrence of a Recapture Event in accordance with the provisions 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.

- (c) The term “**Recapture Event**” shall mean any of the following events:
  - (1) sale or closure of the Facility, unless such sale is approved by the Agency;
  - (2) a material violation of the terms and conditions of the Transaction Documents, including failure to complete the Facility in accordance with Section 3.6 of the Lease Agreement;
  - (3) a material misrepresentation made by the Applicant and contained in the application for Financial Assistance, any Transaction Documents or any other materials delivered pursuant to the Transaction Documents;
  - (4) the Applicant shall have liquidated its operations and/or assets at the Facility (absent a showing of extreme hardship);
  - (5) the Applicant shall have ceased all or substantially all of its operations at the Facility (whether by relocation to another facility or otherwise, or whether to another facility either within or outside of the Town) through no force majeure event;
  - (6) (Reserved);
  - (7) the Applicant shall have subleased all or any portion of the Facility in violation of the limitations imposed by the Transaction Documents, without the prior written consent of the Agency;
  - (8) the Applicant shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Facility without the prior written consent of the Agency;
  - (9) the failure by the Applicant to complete the Project on or before the Completion Date substantially in accordance with the Plans and Specification and the Project Budget;
  - (10) the Applicant receives Company Sales Tax Savings in connection with the Project Work in excess of the Maximum Company Sales Tax Savings

*April 12 2024*

Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to such excess Company Sales Tax Savings only. It is further provided that failure to repay the excess Company Sales Tax Savings within sixty (60) days shall constitute a Recapture Event with respect to all Recaptured Benefits; and

- (11) the Applicant fails to use and maintain the Facility as an Affordable Housing Project.

(d) Furthermore, notwithstanding the foregoing, a Recapture Event shall not be deemed to have occurred if the Recapture Event shall have arisen as a result of (i) a “force majeure” event (as more particularly defined in Section 10.1(b) of the Lease Agreement), (ii) a taking or condemnation by governmental authority of all or part of the Facility, or (iii) the inability or failure of the Applicant after the Facility shall have been destroyed or damaged in whole or in part (such occurrence a “Loss Event”) to rebuild, repair, restore or replace the Facility to substantially its condition prior to such Loss Event, which inability or failure shall have arisen in good faith on the part of the Applicant or any of its affiliates so long as the Applicant or any of its affiliates have diligently and in good faith using commercially reasonable efforts pursued the rebuilding, repair, restoration or replacement of the Facility or part thereof.

(e) The Applicant will covenant and agree to furnish the Agency with written notification (i) within thirty (30) days of the end of each Tax Year the number of FTEs located at the Facility for such Tax Year, and (ii) within thirty (30) days of actual notice of any facts or circumstances which would likely lead to a Recapture Event or constitute a Recapture Event under the Lease Agreement. The Agency shall notify the Applicant of the occurrence of a Recapture Event under the Lease Agreement, which notification shall set forth the terms of such Recapture Event.

(f) In the event any payment owing by the Applicant under Section 5.4 of the Lease Agreement shall not be paid on demand by the Agency, such payment shall bear interest from the date of such demand at a rate equal to one percent (1%) plus the Prime Rate, but in no event at a rate higher than the maximum lawful prevailing rate, until the Applicant shall have made such payment in full, together with such accrued interest to the date of payment, to the Agency (except as otherwise specified above).

(g) The Agency will be entitled to deduct all reasonable out of pocket expenses of the Agency, including without limitation, reasonable legal fees, incurred with the recovery of all amounts due under Section 5.4 of the Lease Agreement, from amounts received by the Agency pursuant to Section 5.4 of the Lease Agreement.

The obligations of the Applicant under Section 5.4 of the Lease Agreement will survive the termination or expiration of the Lease Agreement for any reason whatsoever. The Agency, in its sole discretion and in furtherance of the purposes of the Act, may waive the payment of Recaptured Benefits in whole or in part, for good cause shown.



**ATTACHMENT NUMBER 1  
ENTITY LISTING**

Printed on 2/7/2024

| ENTITY  | GENERAL PARTNER   | BUSINESS LOCATION                         | MAILING ADDRESS                           | DATE OF INC. |
|---|---|---|---|--------------|
| Bay Shore CIF Conduit, LLC (Bay Shore CIF Lender to LIGALLY)                  | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 6/28/2022    |
| Carlisle Hauppauge Prop Co.I, LLC   |   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 2/15/2017    |
| Carlisle Hauppauge Prop Co. II, LLC   |   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 2/15/2017    |
| Carlisle Patchogue Operator, Inc. (S Corporation)                             | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 7/19/2013    |
| Carlisle Senior Living Communities, Inc. (S. Corporation)                     | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 8/5/2013     |
| Carlisle Village Green Prop Co., LLC  | LTD & PGF   | 100 Schoolhouse Road Levittown, NY 11756  | 100 Schoolhouse Road, Levittown, NY 11756 | 2/9/2018     |
| D&F Bay Shore CIF Conduit, LLC  | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 7/11/2022    |
| D&F Construction Group Inc. (S Corporation)                                   | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 1/24/2005    |
| D&F Consultants, LLC  | Members: LTD & PGF  | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 11/2/2001    |
| D&F Dekalb, LLC   | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 9/23/2004    |
| D&F Development I, LLC - (Macedonia)  | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 5/25/2004    |
| D&F Development II, LLC - (Dekalb)  | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 5/25/2004    |
| D&F Development III, LLC - (Halletts Cove)                                    | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 5/10/2005    |
| D&F Development IV, LLC - (Lenape)  | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 11/21/2005   |
| D&F Development VI, LLC (Parkside)  | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 2/21/2006    |
| D&F Development VII, LLC (Linden)   | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 8/24/2006    |
| D&F Development VIII, LLC (D&F-SP)  | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 9/11/2006    |
| D&F Development XII, LLC (Terrace)  | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 10/20/2006   |
| D&F Development XIV, LLC (LMSR)   | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 4/17/2007    |
| D&F Development XV, LLC (Gateway)   | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 6/10/2011    |
| D&F Development XVI, LLC (Linden Knolls)                                      | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 6/15/2012    |
| D&F Development XVII, LLC (LMF)   | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 6/7/2013     |
| D&F Development XVIII, LLC (Calvary)  | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 7/17/2013    |
| D&F Development XIX, LLC (Brooke Pointe) - Formerly D&F Development XXIX, LLC | PGF & LTD (Lauren and Amanda class B Members)                           | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 10/11/2013   |
| D&F Development XX, LLC (Highland Green)                                      | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 9/26/2014    |
| D&F Development XXI, LLC (LMF II)   | PGF & LTD (Lauren and Amanda Class B Members)                           | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 7/11/2014    |
| D&F Development XXII, LLC (Pavilion at LM)                                    | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 2/11/2015    |
| D&F Development XXIII, LLC (Eclipse at LM)                                    | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 2/17/2017    |
| D&F Development XXIV, LLC (Meridian at LM)                                    | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 8/3/2018     |
| D&F Development XXV, LLC (Bay Shore)  | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 8/2/2018     |
| D&F Development XXVI, LLC (Gleneagle)   | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 6/20/2019    |
| D&F Development XXVII, LLC (Farmingdale) Holding Property Entity              | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 11/12/2019   |
| D&F Development XXVIII LLC (Matinecock Court) no space on D&F                 | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 1/25/2022    |
| D & F Development XXIX, LLC (Farmingdale MM)                                  | LTD & PGF (Lauren, Amanda, Bruce, Katrina, Vic, Nicole Class B Members) | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 2/10/2022    |
| D & F Development XXX, LLC (Alegria North)                                    | LTD & PGF (Lauren & Amanda Class B Members)                             | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 7/26/2023    |
| D&F Levittown A.L., LLC (Levittown)   | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 6/15/2016    |
| D&F Parkside, LLC (Levittown)   | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 12/11/2012   |
| D&F Patchogue A.L., LLC (Patchogue)   | LTD & PGF   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 2/25/2013    |
| D&F-SP DEVELOPMENT, LLC   |   | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 1/25/2006    |
| D & F Terrace, LLC  | LTD&PGF (Lauren, Amanda, Bruce, Katrina, Vic, Nicole Class B Members)   | 100 Schoolhouse Road Levittown, NY 11756  | 100 Schoolhouse Road, Levittown, NY 11756 | 7/13/2021    |
| Forest Lake Equities, LLC   | PGF ONLY  | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 6/9/2005     |
| Jericho Services Inc.   | LTD ONLY  | 100 Schoolhouse Road, Levittown, NY 11756 | 100 Schoolhouse Road, Levittown, NY 11756 | 12/24/1998   |

## ATTACHMENT NUMBER 1

Printed on 2/7/2024

## ENTITY LISTING

|  |   |   |   |            |
|--|---|---|---|------------|
| Lenape Vineyards, LLC                            | LTD & PGF (Lauren & Amanda Class B Members) | 100 Schoolhouse Road, Levittown, NY 11756     | 100 Schoolhouse Road, Levittown, NY 11756     | 5/26/2017  |
| Linden Blvd. Affordable Housing LLC              | LTD & PGF                                   | 100 Schoolhouse Road, Levittown, NY 11756     | 100 Schoolhouse Road, Levittown, NY 11756     | 7/12/2006  |
| Patchogue Legal 1031 Holdings, LLC               | LTD & PGF                                   | 445 Broad Hollow Road, Suite 25, Melville, NY | 445 Broad Hollow Road, Suite 25, Melville, NY | 7/25/2014  |
| PELEON Holding, LLC (S Corporation)              | LTD & PGF                                   | 100 Schoolhouse Road, Levittown, NY 11756     | 100 Schoolhouse Road, Levittown, NY 11756     | 1/19/2016  |
| Rockville Manor Developer, LLC                   | LTD & PGF                                   | 100 Schoolhouse Road Levittown, NY 11756      | 100 Schoolhouse Road, Levittown, NY 11756     | 3/23/2022  |
| Series IO of Oxford Insurance Company LLC        | LTD & PGF                                   | 100 Schoolhouse Road, Levittown, NY 11756     | 100 Schoolhouse Road, Levittown, NY 11756     | 12/31/2014 |
| Strathmore Commons I, LLC                        |   | 100 Schoolhouse Road, Levittown, NY 11756     | 100 Schoolhouse Road, Levittown, NY 11756     | 2/14/2017  |
| Strathmore Commons II, LLC                       |   | 100 Schoolhouse Road, Levittown, NY 11756     | 100 Schoolhouse Road, Levittown, NY 11756     | 2/15/2017  |
| Strathmore Communities, LLC                      | LTD & PGF                                   | 100 Schoolhouse Road, Levittown, NY 11756     | 100 Schoolhouse Road, Levittown, NY 11756     | 3/26/2014  |
| Strathmore Living, LLC                           | LTD & PGF                                   | 100 Schoolhouse Road, Levittown, NY 11756     | 100 Schoolhouse Road, Levittown, NY 11756     | 3/26/2014  |
| The D & F Development Group, LLC (S Corporation) | LTD & PGF                                   | 100 Schoolhouse Road, Levittown, NY 11756     | 100 Schoolhouse Road, Levittown, NY 11756     | 11/22/2004 |
| Triton Residential, LLC (S Coporation)           | LTD & PGF                                   | 100 Schoolhouse Road, Levittown, NY 11756     | 100 Schoolhouse Road, Levittown, NY 11756     | 2/4/2015   |
| Wizard Group, Inc.                               | LTD & PGF                                   | 100 Schoolhouse Road, Levittown, NY 11756     | 100 Schoolhouse Road, Levittown, NY 11756     | 5/16/1995  |

**ATTACHMENT NUMBER 2**

Contract of Sale

## SECOND CONTRACT OF SALE CLOSING AND EXTENSION AGREEMENT

AGREEMENT made as of October 12, 2023, among JAMES P. DEMOPOULOS, (“Seller”), TDG REALTY ACQUISITIONS, LLC (“Assignor”), and THE D & F DEVELOPMENT GROUP, LLC (“Assignee”) (Seller, Assignor and Assignee are collectively referred to as the “Parties”).

### RECITALS

WHEREAS, Seller and Assignor entered into a Contract of Sale dated January 22, 2020 (“Contract of Sale”) for the sale of the premises located at 309 Merritt Avenue and 23 N. 16<sup>th</sup> Street, Wheatley Heights, New York (the “Premises”) and Assignor and Assignee entered into an Agreement to Assign Contract of Sale dated April 22, 2020 (“Agreement to Assign”) for the assignment of the Contract of Sale to Assignee of all of Assignor’s rights as Purchaser thereunder; and

WHEREAS, in accordance with the terms of the Agreement to Assign, Assignor assigned to Assignee all of Assignor’s rights as Purchaser under the Contract of Sale pursuant to Assignment of Contract of Sale dated April 22, 2020 (the “Assignment Instrument”); and

WHEREAS, the Parties agreed pursuant to Contract of Sale Closing and Extension Agreement dated September 2022 (the “Extension Agreement”) to amend the terms of the Contract of Sale and Agreement to Assign to provide for the payment by Assignee of additional deposits on account of the Purchase Price and to extend the date of Closing; and

WHEREAS, in accordance with the terms of the Contract of Sale, Agreement to Assign and Assignment Instrument, the delivery of the deed for the Premises by Seller to Assignee is conditioned upon Assignee’s payment at Closing to (i) Seller of the balance of the Purchase Price in accordance with the terms of the Contract of Sale and (ii) Assignor of the Final Payment in accordance with the terms of the Agreement to Assign, both as modified pursuant to the provisions of this Agreement; and

WHEREAS, the Parties wish to further modify the Contract of Sale and Agreement to Assign to, among other things, increase the Purchase Price, reduce the Final Payment and



further extend the date of the Closing thereunder, as more particularly described in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. In consideration of the payments and modifications set forth herein, the date of the Closing shall be extended to on or before March 31, 2024, TIME BEING OF THE ESSENCE as to the Assignee's obligation to close title by said date.
2. Seller acknowledges receipt of an aggregate Deposit in the amount of \$575,000 as of the date hereof, and Assignee agrees to pay to Seller's attorney an additional Deposit in the amount of \$175,000 on or before December 1, 2023.
3. The Parties agree that all Deposits set forth in Paragraph 2 have been and will be released to the Seller upon receipt by Seller's attorney.
4. The aggregate amount of the Deposit set forth above in Paragraph 2 in the sum of \$750,000 shall be fully credited by Seller to Assignee in reduction of the amount of the Purchase Price payable by Assignee to Seller at the Closing.
5. In the event Assignee fails to make the additional Deposit in the amount of \$175,000 upon 5 days' written or email return receipt notice to cure to Assignee, Assignor and their attorneys via the email to the addresses previously described, the aggregate amount of the Deposit received shall be nonrefundable and forfeited, the Contract of Sale and Agreement to Assign shall be terminated, and none of the Parties will have any further obligation to the other under this Agreement, any previous extension agreements, the Contract of Sale and the Agreement to Assign.
6. The Contract of Sale, Agreement to Assign and Extension Agreement is amended to provide that (i) the Purchase Price payable by Assignee to the Seller for the Premises

shall be no less than \$3,097,000 (81 units at \$38,235 per unit), subject to the adjustments between Seller and Assignee for the apportionments described in paragraph 6 of the Contract of Sale and (ii) the Final Payment payable by Assignee to Assignor for the assignment of the Contract of Sale shall be no less than \$193,000 (81 units at \$2,383 per unit). In the event approval to construct more than 81 units is granted within 90 days post-Closing to Assignee, its successors or assigns, the Purchase Price payable to Seller shall increase by \$38,235 for each unit over 81 and the Final Payment payable to Assignor shall increase by \$2,383 for each unit over 81, which increased Purchase Price and Final Payment shall be paid by Assignee to Seller and Assignor within thirty (30) after the granting of such approval. The Purchase Price and Final Payment set forth above includes all sums due to Seller and Assignor from Assignee, subject to the adjustments between Seller and Assignee for the apportionments described in paragraph 6 of the Contract of Sale.

7. No further Deposits shall be due to the Seller other than as set forth in this Agreement.
8. In the event that Assignee fails to close title on or before March 31, 2024, TIME BEING OF THE ESSENCE AS TO ASSIGNEE'S OBLIGATION TO CLOSE, the Contract of Sale and Agreement to Assign shall be terminated without further obligation to any of the Parties and all Deposits theretofore paid by Assignor and Assignee shall be forfeited as liquidated damages and not as a penalty.
9. The Parties agree that the Memorandum of Contract previously recorded shall be terminated, discharged, and of no force or effect in the event title is not transferred to Assignee by March 31, 2024, due to the failure of Assignee to close title in accordance with this Agreement, the Contract of Sale and Agreement to Assign. In such event, the

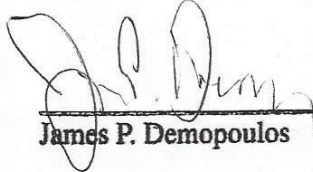
Parties will cooperate with each other to cause Assignee's attorney to release the Termination of Memorandum of Contract being held in escrow and to cause the same to be recorded with the Suffolk County Clerk, at Assignee's expense.

10. The Parties agree to sign any further documents reasonably necessary to record the Termination of Memorandum of Contract.
11. All capitalized terms used in this Agreement and not otherwise defined herein, shall have the meanings ascribed thereto in the Contract of Sale and Agreement to Assign.
12. Except to the extent herein modified, the Contract of Sale, Agreement to Assign and Extension Agreement shall remain in full force and effect.
13. This Agreement may be executed in counterparts by the parties hereto. It is not necessary that the signatures of the parties appear on the same counterpart or counterparts. All counterparts shall collectively constitute a single agreement. This Agreement may be executed by electronically transmitted signatures which shall be binding for all purposes on each party hereto and be deemed to be the equivalent of, and have the same force and effect as, an original ink signature for all purposes.

[SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE.]

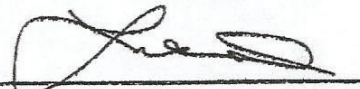
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first above written.

**Seller:**

  
James P. Demopoulos

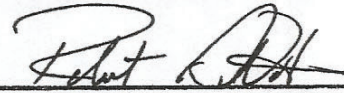
**Assignee:**

THE D & F DEVELOPMENT GROUP, LLC

By:   
Name: ~~Peter C. Blawie~~ Leonard T D'Amico  
Title: Member

**Assignor:**

TDG REALTY ACQUISITIONS, LLC

By:   
Name: Robert DiNoto  
Title: Managing Member

**CONTRACT OF SALE CLOSING AND EXTENSION AGREEMENT**

Contract dated January 22, 2020, between J. MES P. DEMOPOULOS, as Seller, and TDG REALTY ACQUISITIONS, LLC (“Assignor”), to purchase premises located at 309 Merritt Avenue, Wheatley Heights, New York, and 23 N. 16<sup>th</sup> Street, Wheatley Heights, New York, as assigned by the Assignor by Agreement to Assign made as of April 22, 2020 between the Assignor, and THE D&F DEVELOPMENT GROUP, LLC, as Assignee (“D&F”) (collectively “The Parties”).

**RECITALS**

**WHEREAS**, the Parties have executed the Contract of Sale and Agreement to Assign; and

**WHEREAS**, the Parties wish to modify the Contract of Sale and Agreement to Assign and Extend the time to Close thereunder; and

**WHEREAS**, the Parties wish to make other modifications to the Contract, as more particularly described below.

**NOW, THEREFORE**, the Parties agree as follows:

1. In consideration of the payments and modifications set forth herein, the date of the Closing shall be extended to December 31, 2023 TIME BEING OF THE ESSENCE.
2. D&F shall, upon the execution of the Agreement, deposit with Seller’s attorneys an additional \$225,000 making the total deposit held by Seller’s attorney \$275,000.

3. D&F thereafter will deposit with Seller's attorney the following additional amounts:
  - i. \$75,000 on or before December 1, 2022;
  - ii. \$75,000 on or before March 1, 2023;
  - iii. \$75,000 on or before June 1, 2023; and
  - iv. \$75,000 on or before September 1, 2023.
4. The Parties agree that all additional deposits as set forth in Paragraphs 2 and 3 shall be upon receipt by Seller's attorney and confirmation by the Title Company of the receipt of the Memoranda of Contract be released to the Seller.
5. The total of the Contract Deposits set forth above in Paragraphs 2 and 3 in the aggregate sum of \$575,000 (the "Deposits") shall be fully credited to the Purchase Price.
6. In the event D&F fails to make any of the Deposits upon 5 days' written or email return receipt notice to cure to D&F, Assignor and their attorneys via the email to the addresses set forth in Schedule "A" all deposits received shall be non-refundable and forfeited, the Contract of Sale and Assignment Agreement terminated, and none of the Parties will have any further obligation to the other under this Agreement, the Contract of Sale and the Agreement to Assign.
7. Notwithstanding any language to the contrary in the Original Contract of Sale or Agreement to Assign the Purchase Price for the Premises shall be no less than \$3,240,000 (81 units at \$40,000 per unit). In the event permission to construct more than 81 units is granted within 90 days post-Closing to D&F, its successors or assigns, the Purchase Price shall increase by \$40,000 for each unit over 81.

The Purchase Price set forth above includes all sums due Seller and Assignor from D&F, except for adjustments per the original Contract of Sale.

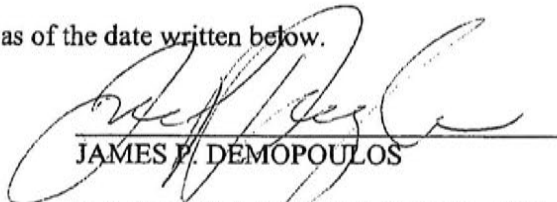
8. No other Contract Deposits shall be due to the Seller other than as set forth in this Closing and Extension Agreement.
9. In the event that D&F fails to Close by December 31, 2023, TIME BEING OF THE ESSENCE AS TO PURCHASER'S OBLIGATION TO CLOSE the Contract of Sale and Agreement to Assign shall be terminated without further obligation to any of the Parties and all Contract Deposits forfeited by Purchaser and Assignee as liquidated damages and not as a penalty.
10. The Seller and Assignor shall execute the Memorandum of Contract (the "Memorandum") and TP584 in the forms as annexed hereto as Exhibit "A". The Parties agree that the Memorandum shall be terminated, discharged, and of no force or effect in the event title is not transferred to Assignee by December 31, 2023.
11. Paragraph 11 of the Agreement to Assign is amended to:

White, Cirrito, Nally & Lynch, LLP  
64 Hilton Avenue  
Hempstead, New York 11550  
Attn.: Michael L. Cirrito, Esq.  
Email: [Info@whiteandcirrito.com](mailto:Info@whiteandcirrito.com)

12. The Assignee agrees that all due diligence items have been completed with the exceptions of Schedule "B-1" numbers 3, 4, 8, 10 and 11, and Schedule "B-2" number 1 in the Advantage Title title report, and any further items revealed in a continuation search prior to Closing which are Seller's obligation to omit.

13. The Parties agree to sign any further documents reasonably necessary to file the Memorandum and Seller will submit to the Title Company an unredacted Contract of Sale for review by the Suffolk County Clerk.
14. All capitalized terms, if not defined herein, shall have the same meaning as ascribed in the Contract.
15. Except as modified herein, the Contract and Agreement to Assign shall remain in full force and effect.
16. This Agreement may be signed in counterparts and facsimile signatures may be considered as originals.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Contract of Sale Closing Extension Agreement as of the date written below.

  
\_\_\_\_\_  
JAMES F. DEMOPOULOS  
D & F DEVELOPMENT GROUP, LLC

By: \_\_\_\_\_  
PETER FLOREY, Member

TDG REALTY ACQUISITIONS, LLC

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

Dated: September , 2022

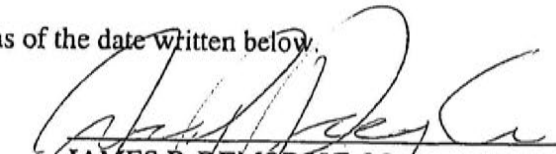


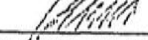
14. All capitalized terms, if not defined herein, shall have the same meaning as ascribed in the Contract.

15. Except as modified herein, the Contract and Agreement to Assign shall remain in full force and effect.

16. This Agreement may be signed in counterparts and facsimile signatures may be considered as originals.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Contract of Sale Closing Extension Agreement as of the date written below.

  
\_\_\_\_\_  
JAMES P. DEMOPOULOS  
D & F DEVELOPMENT GROUP, LLC

By:   
\_\_\_\_\_  
PETER FLOREY, Member

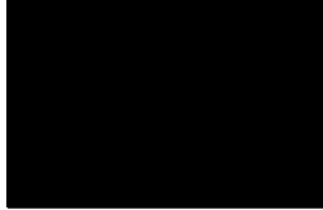
TDG REALTY ACQUISITIONS, LLC

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

Dated: September 14, 2022

SCHEDULE "A"

If to D&F:



with a "cc" to

If to Purchaser:



**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

|  |                    |                       |
|--|--------------------|-----------------------|
| Name of Action or Project:<br>Alegria at Wheatley Heights  |                    |                       |
| Project Location (describe, and attach a general location map):<br>North side of Merritt Avenue (#309)between N.15th and N.16th Streets, Wyandanch, NY (SCTM #: District 0100 Section 04000; Block 0100; Lots 21 & 23) |                    |                       |
| Brief Description of Proposed Action (include purpose or need):<br>Demolition of existing 1-story building for the construction of a 5-story, 81 unit Residential Building with associated site improvements.          |                    |                       |
| Name of Applicant/Sponsor:<br>Alegria North, LLC   |                    | Telephone: [REDACTED] |
|  |                    | E-Mail: [REDACTED]    |
| Address: 100 Schoolhouse Road  |                    |                       |
| City/PO: Levittown   | State: New York    | Zip Code: 11756       |
| Project Contact (if not same as sponsor; give name and title/role):<br>Nicole DeFreitas  |                    | Telephone: [REDACTED] |
|  |                    | E-Mail: [REDACTED]    |
| Address:<br>100 Schoolhouse Road   |                    |                       |
| City/PO:<br>Levittown  | State:<br>New York | Zip Code:<br>11756    |
| Property Owner (if not same as sponsor):<br>John Demopoulos  |                    | Telephone: unknown    |
|  |                    | E-Mail: unknown       |
| Address:<br>309 Merritt Avenue   |                    |                       |
| City/PO: Wyandanch   | State: New York    | Zip Code:11798        |

**B. Government Approvals**

| <b>B. Government Approvals, Funding, or Sponsorship.</b> (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.) |  |   |
|---|--|---|
| <b>Government Entity</b>  | <b>If Yes: Identify Agency and Approval(s) Required</b>              | <b>Application Date (Actual or projected)</b>                       |
| a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees                         | Town Board   | Pending   |
| b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                             | Planning Board   | Pending   |
| c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                  |  |   |
| d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   | Town of Babylon IDA<br>Suffolk County Department of Economic Develop | Pending   |
| e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  | SCDPW/Suffolk County Health Dept-Sewer/Water Workforce Housing Fund  | Pending   |
| f. Regional agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  | Suffolk County Planning Commission                                   | Pending   |
| g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   | New York State Homes & Community Renewal                             | 12/5/2022   |
| h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |   |
| i. Coastal Resources.   |  |   |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?   |  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?  |  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area?  |  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

**C. Planning and Zoning**

| <b>C.1. Planning and zoning actions.</b>   |   |
|--|---|
| Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?                                    | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <ul style="list-style-type: none"> <li>• <b>If Yes</b>, complete sections C, F and G.</li> <li>• <b>If No</b>, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>                            |   |
| <b>C.2. Adopted land use plans.</b>  |   |
| a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes, identify the plan(s):<br>Downtown Wyandanch and Straight Path Corridor<br>_____<br>_____<br>_____  |   |
| c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes, identify the plan(s):<br>_____<br>_____<br>_____   |   |

**C.3. Zoning**

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance.  Yes  No  
If Yes, what is the zoning classification(s) including any applicable overlay district?  
Downtown Wyandanch and Straight Path Corridor - T5 zoning district

b. Is the use permitted or allowed by a special or conditional use permit?  Yes  No

c. Is a zoning change requested as part of the proposed action?  Yes  No  
If Yes,  
i. What is the proposed new zoning for the site? \_\_\_\_\_

**C.4. Existing community services.**

a. In what school district is the project site located? Wyandanch Union Free School District

b. What police or other public protection forces serve the project site?  
Suffolk County Police

c. Which fire protection and emergency medical services serve the project site?  
Wyandanch Fire Company

d. What parks serve the project site?  
Geiger Memorial Park

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? 81 Unit Residential Building

b. a. Total acreage of the site of the proposed action? \_\_\_\_\_ 0.92 acres  
b. Total acreage to be physically disturbed? \_\_\_\_\_ 0.92 acres  
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? \_\_\_\_\_ 0.92 acres

c. Is the proposed action an expansion of an existing project or use?  Yes  No  
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % \_\_\_\_\_ Units: \_\_\_\_\_

d. Is the proposed action a subdivision, or does it include a subdivision?  Yes  No  
If Yes,  
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) \_\_\_\_\_

ii. Is a cluster/conservation layout proposed?  Yes  No  
iii. Number of lots proposed? \_\_\_\_\_  
iv. Minimum and maximum proposed lot sizes? Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

e. Will the proposed action be constructed in multiple phases?  Yes  No  
i. If No, anticipated period of construction: \_\_\_\_\_ 24 months  
ii. If Yes:  
• Total number of phases anticipated \_\_\_\_\_  
• Anticipated commencement date of phase 1 (including demolition) \_\_\_\_\_ month \_\_\_\_\_ year  
• Anticipated completion date of final phase \_\_\_\_\_ month \_\_\_\_\_ year  
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. Does the project include new residential uses?  Yes  No  
 If Yes, show numbers of units proposed.

|                                | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
|--------------------------------|-------------------|-------------------|---------------------|---------------------------------------|
| Initial Phase                  | _____             | _____             | _____               | 81                                    |
| At completion<br>of all phases | _____             | _____             | _____               | 81                                    |

g. Does the proposed action include new non-residential construction (including expansions)?  Yes  No  
 If Yes,

i. Total number of structures \_\_\_\_\_  
 ii. Dimensions (in feet) of largest proposed structure: \_\_\_\_\_ height; \_\_\_\_\_ width; and \_\_\_\_\_ length  
 iii. Approximate extent of building space to be heated or cooled: \_\_\_\_\_ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  Yes  No  
 If Yes,

i. Purpose of the impoundment: \_\_\_\_\_  
 ii. If a water impoundment, the principal source of the water:  Ground water  Surface water streams  Other specify: \_\_\_\_\_  
 iii. If other than water, identify the type of impounded/contained liquids and their source. \_\_\_\_\_  
 iv. Approximate size of the proposed impoundment. Volume: \_\_\_\_\_ million gallons; surface area: \_\_\_\_\_ acres  
 v. Dimensions of the proposed dam or impounding structure: \_\_\_\_\_ height; \_\_\_\_\_ length  
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): \_\_\_\_\_

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  Yes  No  
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)  
 If Yes:

i. What is the purpose of the excavation or dredging? \_\_\_\_\_  
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?  
 • Volume (specify tons or cubic yards): \_\_\_\_\_  
 • Over what duration of time? \_\_\_\_\_  
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will there be onsite dewatering or processing of excavated materials?  Yes  No  
 If yes, describe. \_\_\_\_\_  
 \_\_\_\_\_

v. What is the total area to be dredged or excavated? \_\_\_\_\_ acres  
 vi. What is the maximum area to be worked at any one time? \_\_\_\_\_ acres  
 vii. What would be the maximum depth of excavation or dredging? \_\_\_\_\_ feet  
 viii. Will the excavation require blasting?  Yes  No  
 ix. Summarize site reclamation goals and plan: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  Yes  No  
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): \_\_\_\_\_  
 \_\_\_\_\_

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

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

iii. Will the proposed action cause or result in disturbance to bottom sediments?  Yes  No  
If Yes, describe: \_\_\_\_\_

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?  Yes  No  
If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?  Yes  No  
If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ 18,450 (225 gpd / unit) gallons/day

ii. Will the proposed action obtain water from an existing public water supply?  Yes  No  
If Yes:

- Name of district or service area: Suffolk County Water Authority
- Does the existing public water supply have capacity to serve the proposal?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No
- Do existing lines serve the project site?  Yes  No

iii. Will line extension within an existing district be necessary to supply the project?  Yes  No  
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?  Yes  No  
If Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?  Yes  No  
If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ 18,450 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

Residential Sanitary Wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities?  Yes  No  
If Yes:

- Name of wastewater treatment plant to be used: Suffolk County DPW - Sewer District 3 (Southwest Sewer District)
- Name of district: Suffolk County DPW - Sewer District 3 (Southwest Sewer District)
- Does the existing wastewater treatment plant have capacity to serve the project?  Yes  No
- Is the project site in the existing district?  Yes  No
- Is expansion of the district needed?  Yes  No

• Do existing sewer lines serve the project site?  Yes  No  
 • Will a line extension within an existing district be necessary to serve the project?  Yes  No  
 If Yes:  
 • Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  Yes  No  
 If Yes:  
 • Applicant/sponsor for new district: \_\_\_\_\_  
 • Date application submitted or anticipated: \_\_\_\_\_  
 • What is the receiving water for the wastewater discharge? \_\_\_\_\_

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  Yes  No  
 If Yes:  
 i. How much impervious surface will the project create in relation to total size of project parcel?  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (impervious surface)  
 \_\_\_\_\_ Square feet or \_\_\_\_\_ acres (parcel size)  
 ii. Describe types of new point sources. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 • If to surface waters, identify receiving water bodies or wetlands: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

• Will stormwater runoff flow to adjacent properties?  Yes  No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  Yes  No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  Yes  No  
 If Yes, identify:  
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)  
 \_\_\_\_\_  
 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)  
 \_\_\_\_\_  
 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)  
 \_\_\_\_\_  
 \_\_\_\_\_

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  Yes  No  
 If Yes:  
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  Yes  No  
 ii. In addition to emissions as calculated in the application, the project will generate:  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)  
 • \_\_\_\_\_ Tons/year (short tons) of Perfluorocarbons (PFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)  
 • \_\_\_\_\_ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)  
 • \_\_\_\_\_ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)



h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)?  Yes  No

If Yes:

i. Estimate methane generation in tons/year (metric): \_\_\_\_\_

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): \_\_\_\_\_

---

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?  Yes  No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): \_\_\_\_\_

---

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?  Yes  No

If Yes:

i. When is the peak traffic expected (Check all that apply):  Morning  Evening  Weekend  
 Randomly between hours of \_\_\_\_\_ to \_\_\_\_\_.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): \_\_\_\_\_  
n/a

iii. Parking spaces: Existing 0 Proposed 70 Net increase/decrease 70

iv. Does the proposed action include any shared use parking?  Yes  No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: \_\_\_\_\_

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site?  Yes  No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles?  Yes  No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes?  Yes  No

---

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?  Yes  No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: \_\_\_\_\_

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): \_\_\_\_\_

iii. Will the proposed action require a new, or an upgrade, to an existing substation?  Yes  No

---

l. Hours of operation. Answer all items which apply.

|  |   |
|--|---|
| <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: <u>7 - 5</u></li> <li>• Saturday: <u>7 - 5</u></li> <li>• Sunday: <u>n/a</u></li> <li>• Holidays: <u>n/a</u></li> </ul> | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____</li> <li>• Saturday: _____</li> <li>• Sunday: _____</li> <li>• Holidays: _____</li> </ul> |
|--|---|

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?  Yes  No

If yes:

i. Provide details including sources, time of day and duration:  
Residential Construction Noises 7am to 5pm Monday to Friday

---

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes  No

Describe: \_\_\_\_\_

---

n. Will the proposed action have outdoor lighting?  Yes  No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:  
Parking lot lighting fixtures in parking garage and pole mounted lighting fixtures within the Town owned right of way to be installed per Town Code.

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ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes  No

Describe: \_\_\_\_\_

---

o. Does the proposed action have the potential to produce odors for more than one hour per day?  Yes  No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: \_\_\_\_\_

---

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?  Yes  No

If Yes:

i. Product(s) to be stored \_\_\_\_\_

ii. Volume(s) \_\_\_\_\_ per unit time \_\_\_\_\_ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: \_\_\_\_\_

---

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?  Yes  No

If Yes:

i. Describe proposed treatment(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ii. Will the proposed action use Integrated Pest Management Practices?  Yes  No

---

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?  Yes  No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)
- Operation : \_\_\_\_\_ tons per \_\_\_\_\_ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: \_\_\_\_\_
- Operation: \_\_\_\_\_

s. Does the proposed action include construction or modification of a solid waste management facility?  Yes  No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_

ii. Anticipated rate of disposal/processing:

- \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
- \_\_\_\_\_ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: \_\_\_\_\_ years

---

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste?  Yes  No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_

ii. Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_

iii. Specify amount to be handled or generated \_\_\_\_\_ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility?  Yes  No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

**E. Site and Setting of Proposed Action**

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban  Industrial  Commercial  Residential (suburban)  Rural (non-farm)

Forest  Agriculture  Aquatic  Other (specify): \_\_\_\_\_

ii. If mix of uses, generally describe: \_\_\_\_\_

---

b. Land uses and covertypes on the project site.

| Land use or Covertypes   | Current Acreage | Acreage After Project Completion | Change (Acres +/-) |
|--|-----------------|----------------------------------|--------------------|
| • Roads, buildings, and other paved or impervious surfaces                               | 0.90            | 0.77                             | -0.13              |
| • Forested   |                 |                                  |                    |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | 0.02            | 0.15                             | +0.13              |
| • Agricultural (includes active orchards, field, greenhouse etc.)                        |                 |                                  |                    |
| • Surface water features (lakes, ponds, streams, rivers, etc.)                           |                 |                                  |                    |
| • Wetlands (freshwater or tidal)   |                 |                                  |                    |
| • Non-vegetated (bare rock, earth or fill)   |                 |                                  |                    |
| • Other Describe: _____  |                 |                                  |                    |

c. Is the project site presently used by members of the community for public recreation?  Yes  No  
i. If Yes: explain: \_\_\_\_\_

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site?  Yes  No  
If Yes,  
i. Identify Facilities:  
Wyandanch Day Care Center  
\_\_\_\_\_

e. Does the project site contain an existing dam?  Yes  No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection:  
\_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility?  Yes  No  
If Yes:  
i. Has the facility been formally closed?  Yes  No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:  
\_\_\_\_\_  
\_\_\_\_\_  
iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste?  Yes  No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:  
\_\_\_\_\_  
\_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site?  Yes  No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:  Yes  No  
 Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
 Yes – Environmental Site Remediation database Provide DEC ID number(s): \_\_\_\_\_  
 Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
\_\_\_\_\_  
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?  Yes  No  
If yes, provide DEC ID number(s): <sup>E152195</sup> \_\_\_\_\_  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):  
\_\_\_\_\_  
\_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses?  Yes  No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place?  Yes  No
- Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ 1,300 feet

b. Are there bedrock outcroppings on the project site?  Yes  No  
 If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ %

c. Predominant soil type(s) present on project site:

|                                 |       |         |
|---------------------------------|-------|---------|
| Ur - Urban Land                 | _____ | 70 %    |
| RhB - Riverhead and Haven Soils | _____ | 30 %    |
| _____                           | _____ | _____ % |

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ 50 feet

e. Drainage status of project site soils:  Well Drained: \_\_\_\_\_ % of site  
 Moderately Well Drained: \_\_\_\_\_ % of site  
 Poorly Drained \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes:  0-10%: \_\_\_\_\_ 100 % of site  
 10-15%: \_\_\_\_\_ % of site  
 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site?  Yes  No  
 If Yes, describe: \_\_\_\_\_  
 \_\_\_\_\_

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)?  Yes  No

ii. Do any wetlands or other waterbodies adjoin the project site?  Yes  No  
 If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency?  Yes  No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Lakes or Ponds: Name \_\_\_\_\_ Classification \_\_\_\_\_
- Wetlands: Name \_\_\_\_\_ Approximate Size \_\_\_\_\_
- Wetland No. (if regulated by DEC) \_\_\_\_\_

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies?  Yes  No  
 If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_  
 \_\_\_\_\_

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i. Is the project site in a designated Floodway?  Yes  No

j. Is the project site in the 100-year Floodplain?  Yes  No

k. Is the project site in the 500-year Floodplain?  Yes  No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer?  Yes  No  
 If Yes:

i. Name of aquifer: Sole Source Aquifer Names: Nassau-Suffolk SSA \_\_\_\_\_

|   |  |
|---|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>raccoons _____ opossums _____</p> <p>small birds _____</p> <p>squirrels _____</p>   |  |
| <p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: _____ acres</li> <li>• Following completion of project as proposed: _____ acres</li> <li>• Gain or loss (indicate + or -): _____ acres</li> </ul> |  |
| <p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p>_____</p> <p>_____</p>  |  |
| <p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p> <p>_____</p>  |  |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>   |  |
| <b>E.3. Designated Public Resources On or Near Project Site</b>   |  |
| <p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: _____</p>   |  |
| <p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? 0.3 acres</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): USDA Soil Survey</p>   |  |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>  |  |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>  |  |

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|--|---|
| e. 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? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes:  |   |
| i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District   |   |
| ii. Name: _____  |   |
| iii. Brief description of attributes on which listing is based: _____  |   |
| f. 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"/> Yes <input type="checkbox"/> No |
| g. Have additional archaeological or historic site(s) or resources been identified on the project site?  |   |
| If Yes:  |   |
| i. Describe possible resource(s): _____  |   |
| ii. Basis for identification: _____  |   |
| h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes:  |   |
| i. Identify resource: <u>Robert Moses Causeway</u>   |   |
| ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>Scenic Byway</u>  |   |
| iii. Distance between project and resource: _____ <u>4.25+/-</u> miles.  |   |
| i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes:  |   |
| i. Identify the name of the river and its designation: _____   |   |
| ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?   |   |
| <input type="checkbox"/> Yes <input type="checkbox"/> No   |   |

**F. Additional Information**

Attach any additional information which may be needed to clarify your project.

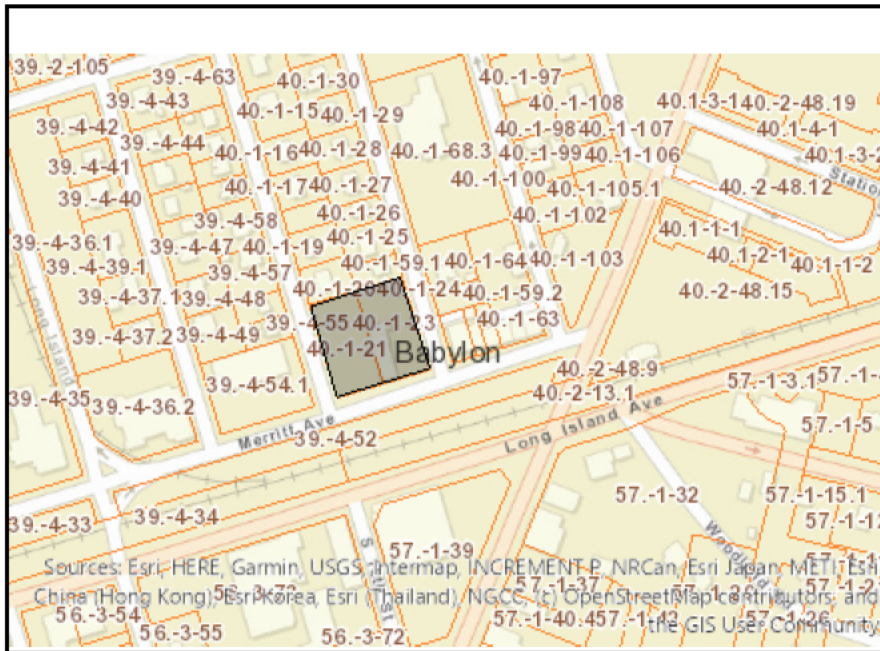
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

**G. Verification**

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Peter G. Florey Date 4/12/2024

Signature [Signature] Title Manager



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



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| B.i.i [Coastal or Waterfront Area]   | No   |
| B.i.ii [Local Waterfront Revitalization Area]                                      | No   |
| C.2.b. [Special Planning District]   | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h [DEC Spills or Remediation Site - Potential Contamination History]           | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Listed]                                  | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.1.h.iii [Within 2,000' of DEC Remediation Site]                                  | Yes  |
| E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]                         | E152195  |
| E.2.g [Unique Geologic Features]   | No   |
| E.2.h.i [Surface Water Features]   | No   |
| E.2.h.ii [Surface Water Features]  | No   |
| E.2.h.iii [Surface Water Features]   | No   |
| E.2.h.v [Impaired Water Bodies]  | No   |
| E.2.i. [Floodway]  | No   |
| E.2.j. [100 Year Floodplain]   | No   |
| E.2.k. [500 Year Floodplain]   | No   |
| E.2.l. [Aquifers]  | Yes  |
| E.2.l. [Aquifer Names]   | Sole Source Aquifer Names:Nassau-Suffolk SSA                                     |
| E.2.n. [Natural Communities]   | No   |



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|--|--|
| E.2.o. [Endangered or Threatened Species]                                      | No   |
| E.2.p. [Rare Plants or Animals]  | No   |
| E.3.a. [Agricultural District]   | No   |
| E.3.c. [National Natural Landmark]   | No   |
| E.3.d [Critical Environmental Area]  | No   |
| E.3.e. [National or State Register of Historic Places or State Eligible Sites] | Digital mapping data are not available or are incomplete. Refer to EAF Workbook. |
| E.3.f. [Archeological Sites]   | Yes  |
| E.3.i. [Designated River Corridor]   | No   |