



BABYLON INDUSTRIAL DEVELOPMENT AGENCY

Thomas E. Dolan
Chief Executive Officer

FORM APPLICATION FOR FINANCIAL ASSISTANCE

DATE: November 15, 2024 Updated December 23, 2024

JD

APPLICATION OF:

180 Deer Park Avenue LLC

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

CURRENT ADDRESS:

7100 New Horizons Blvd

Amityville, NY 11701

**ADDRESS OF PROPERTY
TO RECEIVE BENEFITS:**

180 Deer Park Avenue

Babylon, NY 11702

Tax Map # District 0102 **Section** 010.00 **Block** 01.00 **Lot (s)** 028.001

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Part I: User (Applicant) & Owner Data (if different)**1. User Data (Applicant):****A. User:** 180 Deer Park Avenue LLC**Address:** 7100 New Horizons Blvd

Amityville, NY 11701

Federal Employer ID #: [REDACTED] **Website:** NA**NAICS Code:** 531110

(The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. www.census.gov/cos/www/naics/)

Name of User Officer Certifying Application: [REDACTED]**Title of Officer:** Manager**Phone Number:** [REDACTED]**E-mail:** [REDACTED]**B. Business Type:****Sole Proprietorship** ☐ **Partnership** ☐ **Privately Held** ☒**Public Corporation** ☐ **Listed on** _____**State of Incorporation/Formation:** New York**C. Nature of Business:**

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

Developer of residential apartment and retail space

D. User Counsel:**Firm Name:** Gerard Glass & Associates, P.C.**Address:** 72 E Main Street

Babylon, NY 11702

Individual Attorney: Gerard Glass**Phone Number:** 631-321-1400**E-mail:** gg@gglasslaw.com

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

Name	Percent Owned
Giorgio Family Holdings, LLC	100%

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

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

No

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

No

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

See attached Addendum A

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

No

I. List parent corporation, sister corporations and subsidiaries:

NA

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

Yes. JCA Liberty Realty Corp., which owns the primary office for B&G Industries Ltd. There is a PILOT agreement

from 12/23/14 between the IDA and B&G Industries, Ltd. / J.C.A. Liberty Realty Corp. The members of Giorgio Fami Holdings, LLC are the same as the shareholders of JCA Liberty Realty Corp.

- K. List major bank references of the User:

TD Bank NA 324 South Service Road, 4th Floor, Melville, NY 11747

Relationship Manager

2. Owner Data

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

- A. Owner (together with the User, the "Applicant"):

Address:

Federal Employer ID #: Website:

NAICS Code:

Name of Owner Officer Certifying Application:

Title of Officer:

Phone Number: E-mail:

- B. Business Type:

Sole Proprietorship ☐ Partnership ☐ Privately Held ☐

Public Corporation ☐ Listed on

State of Incorporation/Formation:

- C. Nature of Business:

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

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

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

ii. If no, please complete all questions below.

E. Owner's Counsel:

Firm Name: _____

Address: _____

Individual Attorney: _____

Phone Number: _____ E-mail: _____

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

Name	Percent Owned
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

- L. List major bank references of the Owner:

Part II – Operation at Current Location

1. Current Location Address: 180 Deer Park Avenue Babylon 11702

2. Owned or Leased: owned

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

.988 acre vacant land; previously blighted two mixed use buildings and one multi-family residence,

approximately 10,000 square feet, that were taken down.

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

Prior to the buildings being taken down, the building's operations were as follows:

Twelve leased residential apartments and three leased retail spaces (Laundromat, Acupuncture, Home Health Care)

5. Are other facilities or related companies of the Applicant located within the State?

Yes ☐ No ☒

A. If yes, list the Address: _____

6. If yes to above ("5"), will the completion of the project result in the removal of such facility or facilities from one area of the state to another OR in the abandonment of such facility or facilities located within the State? Yes ☐ No ☐

A. If no, explain how current facilities will be utilized: _____

B. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full:

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

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

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

A. Please explain: The land, which we own, is located in NY State. Not having the requested assistance would

mean not developing the project.

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

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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: 180 Deer Park Avenue, Babylon, NY 11702

B. Tax Map: District 0102 Section 010.00 Block 01.00 Lot(s) 028.001

C. Municipal Jurisdiction:

- i. Village: Village of Babylon
 ii. School District: Babylon Union Free School District
 iii. Library: Babylon Public Library

D. Acreage: .988

3. Project Components (check all appropriate categories):

- A. Construction of a new building ☒ Yes ☐ No
 i. Square footage: 30,511
- B. Renovations of an existing building ☐ Yes ☒ No
 i. Square footage: _____
- C. Demolition of an existing building ☐ Yes ☒ No
 i. Square footage: _____
- D. Land to be cleared or disturbed ☒ Yes ☐ No
 i. Square footage/acreage: .988 acre
- E. Construction of addition to an existing building ☐ Yes ☒ No
 i. Square footage of addition: _____
 ii. Total square footage upon completion: _____
- F. Acquisition of an existing building ☐ Yes ☒ No
 i. Square footage of existing building: _____

- G. Installation of machinery and/or Equipment ☒ Yes ☐ No

i. List principal items or categories of equipment to be acquired: _____

HVAC, Plumbing, Electrical and miscellaneous construction materials.

4. Current Use at Proposed Location:

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

i. If no, please list the present owner of the site: _____

B. Present use of the proposed location: vacant land

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

i. If yes, explain: _____

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

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

5. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: 3-story building: Twenty-seven (27) residential apartments(25 one-bedroom, 1 two-bedroom, one studio)

totaling 23,511 sq ft. and including a lobby with mailboxes and an elevator. 61 on-site parking spaces

Seven (7) 1,000 sq ft units to be leased as retail/office space on ground floor. Significant green space; full-time super

B. Proposed product lines and market demands: Please note feasibility study done by Kevin Gremse.

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:

The entire building will be Leased. Retail spaces are currently 1,000 sq ft each. The 27 residential apartments

average 650 sq ft each. We do not currently have tenants for any of the spaces. We anticipate the three (3) spaces that front Deer Park Avenue will be used for retail while the rear spaces will be office space.

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

The three buildings that were taken down were structurally and mechanically unsound and did not meet

current energy and safety codes and habitability standards. This is the sole business of applicant, who couldn't

sustain leasing existing buildings in their current conditions. If property can't be developed,

applicant will keep lot vacant. The Benefits from the IDA Pilot program will make the building financially feasible for

the applicant with current construction and labor costs, and allow applicant to provide reasonably priced affordable

apartments for the Babylon community.

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? 3,000 sq ft, or 10%

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

i.	Site Clearance:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	% Complete	<u>100</u>
ii.	Foundation:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	<u> </u>
iii.	Footings:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	<u> </u>
iv.	Steel:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	<u> </u>
v.	Masonry:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% Complete	<u> </u>
vi.	Other:	<u> </u>			

B. What is the current zoning? Retail Business District**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:

Approved for density

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: currently own

ii. Construction/Renovation/Equipping: 12/26/2024

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: Foundation & Footings 2 months

Structure and Mechanicals 6-8 months

Finishing 4 months

Winter 2025-26 occupancy

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Part IV – Project Costs and Financing

1. **Project Costs:**

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

<u>Description</u>	<u>Amount</u>
Land and/or building acquisition	\$ 4,000,000.00
Building(s) demolition/construction	\$ 6,100,000.00
Building renovation	\$ -
Site Work	\$ 704,700.00
Machinery and Equipment	\$ -
Legal Fees	\$ -
Architectural/Engineering Fees	\$ 230,000.00
Financial Charges	\$ 320,000.00
Other (Specify)	\$ -
Total	\$ 11,354,700.00

2. **Method of Financing:**

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	\$ -	_____ years
B. Taxable bond financing:	\$ -	_____ years
* C. Conventional Mortgage:	\$ 6,000,000.00	10 _____ years
D. SBA (504) or other governmental financing:	\$ -	_____ years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$ -	
F. Other loans:	\$ -	_____ years
G. Owner/User equity contribution:	\$ 5,354,700.00	_____ years

Total Project Costs \$ 11,354,700.00

* Owner is self-financing construction costs with the intent to secure a permanent mortgage at receipt of Certificate of Occupancy.

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

0

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

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

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

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

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

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

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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):

\$ 6,000,000.00 _____

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

\$ 45,000.00 _____

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):

\$ 3,000,000.00 _____

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

\$ 262,500 _____

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

i. Owner: \$ _____

ii. User: \$ _____

3. Real Property Tax Benefit:

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

No _____

- B. Agency PILOT Benefit:

i. Term of PILOT requested: 20 years _____

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

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

Part VI – Employment Data

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

	<u>Present</u>	<u>First Year</u>	<u>Second Year</u>	<u>Residents of LMA</u>
Full-Time	<u>0</u>	<u>1</u>	<u>2</u>	<u>2</u>
Part-Time**	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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

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

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

2. **Salary and Fringe Benefits:**

Category of Jobs to be Retained and Created	Number of Employees	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management	1	95,000	18,000
Professional			
Administrative			
Production			
Supervisor			
Laborer	1	60,000	12,000
Other			

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

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

FROM \$ 60,000 TO \$ 95,000

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>25</u>	<u>10</u>	<u> </u>
** Part-Time	<u> </u>	<u> </u>	<u> </u>

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

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

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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 ☐

Market rents would not support costs of construction without the property tax benefit and the sales tax savings benefit.

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?

Without the build, there would be a loss of increased property and school tax benefits over time, as well as

a loss of needed community housing. It would also create an incubator for future Village and Town residents.

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 JD

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 JD

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 JD

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 AD

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 JB

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 *SR*

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 *SR*

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 *SR*

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 *SR*

Part VIII – Submission of Materials

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

M. Melissa C. Bennett Esq.
Barclay Damon, LLP
80 State Street
Albany, New York 12207

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.


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Part IX – Certification

James T Giorgio (name of representative of company submitting application) deposes and says that he or she is the Manager (title) of 180 Deer Park Avenue LLC, the corporation (company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

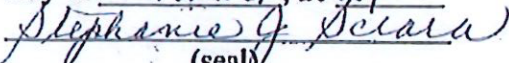
Deponent further says that s/he is duly authorized to make this certification on behalf of the entity named in the attached Application (the "Applicant") and to bind the Applicant. The grounds of deponent's belief relative to all matters in said Application which are not stated upon his/her personal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

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


Representative of Applicant

Sworn to me before this 15th

Day of November, 2024


(seal)

STEPHANIE J. SCIARA
Notary Public, State of New York
No. 01SC634478
Qualified in Suffolk County
Commission Expires July 5, 2028

Part IX – Certification

Property Owner (If different from Applicant)

deposes and says that he or she is the _____ (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.

EXHIBIT A
PILOT Schedule

Payments in Lieu of Village Real Property Taxes:

Payments Prior to Village Abatement Commencement Date

Until the Village Abatement Commencement Date, or such later date as the Facility Realty is determined to be exempt from real estate taxes, the Company shall pay to the Town or the Agency, as the case may be, the Village Base PILOT, as applicable, plus any special ad valorem levies, special assessments and service charges levied against real property located in the Town of Babylon.

Payments After Village Abatement Commencement Date

For the period commencing on the Village Abatement Commencement Date (hereinafter defined) until the Village Abatement Termination Date (hereinafter defined), the Company shall make payments in lieu of real property taxes to the Village ("Village PILOT Payments") as follows.

Definitions

- Village Abatement Commencement Date =** The Taxable Status Date of the Village (i.e., January 1) immediately following the issuance of one or more certificates of occupancy, certificates of completion or any other documents that attests to compliance with applicable building codes after substantial completion of the Facility ("Certificate of Occupancy").
- Village Abatement Termination Date =** The December 31 immediately preceding the twenty-first (21st) anniversary of the Village Abatement Commencement date or such earlier date on which the Lease Agreement (i) expires, (ii) is terminated or (iii) the date on which the Agency no longer maintaining a leasehold interest in the Facility Realty.
- Village Tax Year =** Each Tax Year of the Village currently commences June 1 and ends May 31. The first Tax Year below shall commence on the June 1 of the year immediately following the January 1 of such year immediately succeeding issuance of the Certificate of Occupancy, but in no event, later than the January 1 immediately succeeding the Required Completion Date.
- A = The "Village Full Assessed Value" of the Facility as determined by the Village Tax Assessor immediately after the issuance of the Certificate of Occupancy for the Facility and any modification of the assessed value as thereafter determined by the Village Tax Assessor.
- B = The "Village Base PILOT" which equals the Village Stabilized Assessed Value multiplied by the then current tax rate of the Village for such Tax Year.
- C = The current tax rate of the Village then in effect for such Tax Year.

JB
12/23/24

S = The "Village Stabilized Base Assessed Value" of \$36,000.

Tax Year

1	B	+	0			x	C
2	B	+	((A-S)	x	5.0%)	x	C
3	B	+	((A-S)	x	10.0%)	x	C
4	B	+	((A-S)	x	15.0%)	x	C
5	B	+	((A-S)	x	20.0%)	x	C
6	B	+	((A-S)	x	25.0%)	x	C
7	B	+	((A-S)	x	30.0%)	x	C
8	B	+	((A-S)	x	35.0%)	x	C
9	B	+	((A-S)	x	40.0%)	x	C
10	B	+	((A-S)	x	45.0%)	x	C
11	B	+	((A-S)	x	50.0%)	x	C
12	B	+	((A-S)	x	55.0%)	x	C
13	B	+	((A-S)	x	60.0%)	x	C
14	B	+	((A-S)	x	65.0%)	x	C
15	B	+	((A-S)	x	70.0%)	x	C
16	B	+	((A-S)	x	75.0%)	x	C
17	B	+	((A-S)	x	80.0%)	x	C
18	B	+	((A-S)	x	85.0%)	x	C
19	B	+	((A-S)	x	90.0%)	x	C
20	B	+	((A-S)	x	95.0%)	x	C

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

The tax benefits provided for in this schedule shall be deemed to commence on the Village Abatement Commencement Date. In no event shall the Company be entitled to receive Village real property tax benefits due to the Project under the Lease Agreement for a period longer than the period set forth in the formula immediately above. Notwithstanding the foregoing schedule, the Company further covenants and agrees that for any period that the Agency continues to hold a leasehold interest in the Facility after the Village Abatement Termination Date the Company shall pay 100% of the Village real property taxes due on the assessed value of the Facility in accordance with the then current tax rate of the Village and then current Village assessed value of the Facility together with any special assessment and services charges relating to the Facility whichever may be imposed for special district improvements in accordance with the provisions of the Lease Agreement.

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Payments in Lieu of Real Property Taxes (County, Town, School District and Library):

Payments Prior to Abatement Commencement Date

Until the Abatement Commencement Date, or such later date as the Facility Realty is determined to be exempt from real estate taxes, the Company shall pay to the Town or the Agency, as the case may be, the Town Base PILOT, as applicable, plus any special ad valorem levies, special assessments and service charges levied against real property located in the Town of Babylon.

Payments After Abatement Commencement Date

For the period commencing on the Abatement Commencement Date (hereinafter defined) until the Abatement Termination Date (hereinafter defined), the Company shall make payments in lieu of County, Town, School District and Library real property taxes "**Non-Village PILOT Payments**" as follows:

Definitions

- Abatement Commencement Date =** The Taxable Status Date of the Town (i.e., March 1) immediately following the issuance of a Certificate of Occupancy for the substantial completion of the Facility.
- Abatement Termination Date =** The February 28 immediately preceding the twenty-first (21st) anniversary of the Abatement Commencement date or such earlier date on which the Lease Agreement (i) expires, (ii) is terminated or (iii) the date on which the IDA no longer maintains a leasehold interest in the Facility Realty.
- Tax Year =** Each Tax Year of the Town currently commences December 1 and ends November 30. The first Tax Year below shall commence on the December 1 of the year immediately following the March 1 of such year immediately succeeding issuance of the Certificate of Occupancy for Substantial Completion, but in no event later than the March 1 immediately succeeding the Required Completion Date.
- A = The "**Town Full Assessed Value**" of the Facility as determined by the Town Tax Assessor immediately after the issuance the Certificate of Occupancy for the Facility and any modification of the assessed value as thereafter determined by the Town Tax Assessor.
- B = The "**Town Base PILOT**" which equals the Stabilized Assessed Value multiplied by the then current tax rate of the Town for such Tax Year.
- C = The current tax rate of the Town then in effect for such Tax Year.
- S = The "**Town Stabilized Base Assessed Value**" of \$14,170.

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Payments After Abatement Commencement Date

Tax Year

1	B	+	0			x	C
2	B	+	((A-S)	x	5.0%)	x	C
3	B	+	((A-S)	x	10.0%)	x	C
4	B	+	((A-S)	x	15.0%)	x	C
5	B	+	((A-S)	x	20.0%)	x	C
6	B	+	((A-S)	x	25.0%)	x	C
7	B	+	((A-S)	x	30.0%)	x	C
8	B	+	((A-S)	x	35.0%)	x	C
9	B	+	((A-S)	x	40.0%)	x	C
10	B	+	((A-S)	x	45.0%)	x	C
11	B	+	((A-S)	x	50.0%)	x	C
12	B	+	((A-S)	x	55.0%)	x	C
13	B	+	((A-S)	x	60.0%)	x	C
14	B	+	((A-S)	x	65.0%)	x	C
15	B	+	((A-S)	x	70.0%)	x	C
16	B	+	((A-S)	x	75.0%)	x	C
17	B	+	((A-S)	x	80.0%)	x	C
18	B	+	((A-S)	x	85.0%)	x	C
19	B	+	((A-S)	x	90.0%)	x	C
20	B	+	((A-S)	x	95.0%)	x	C

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

The tax benefits provided for in this schedule shall be deemed to commence on the Abatement Commencement Date. In no event shall the Company be entitled to receive real property tax benefits due to the Project under the Lease Agreement for a period longer than the period set forth in the formula immediately above. Notwithstanding the foregoing schedule, the Company further covenants and agrees that for any period that the Agency continues to hold a leasehold interest in the Facility after the Abatement Termination Date the Company shall pay 100% of County, Town, School District and Library taxes due on the then current assessed value of the Facility in accordance with the then current tax rate of the Town and then current assessed value of the Facility together with any special assessment and services charges relating to the Facility whichever may be imposed for special district improvements in accordance with the provisions of the Lease Agreement.

JP
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Exhibit A Town PILOT Schedule

180 Deer Park Avenue LLC

12/18/2024

Tax Savings for the following property:	<u>Current</u> <u>Assessed Value</u>	<u>Projected</u> <u>Assessed Value</u>
180 Deer Park Avenue, Babylon 0102 010.00 01.00 028.001	14170	62000

PILOT Information

Assumptions

Projected Assessed Value	62000
Tax without Exemption	\$47,500
Eligible Tax Rate of	330.9231
Ineligible Taxes	\$3,339.76
Rate Increment of	2% / year
Referenced Tax Bill	2024 - 2025

PILOT Schedule

PILOT Length	20 years
Abatements start at	100%

PILOT Year	Base PILOT	Abatement %	PILOT %	Incremental PILOT	Non-abated	Estimated Taxes To be Paid	Estimated Savings
Construction	\$ 47,830	100%	0%	\$ -	\$ 3,340	\$ 51,170	\$ -
Construction	\$ 48,787	100%	0%	\$ -	\$ 3,340	\$ 52,127	\$ -
1	\$ 49,705	100%	0%	\$ -	\$ 3,340	\$ 53,045	\$ 167,800
2	\$ 50,699	95%	5%	\$ 8,551	\$ 3,340	\$ 62,590	\$ 162,600
3	\$ 51,713	90%	10%	\$ 17,445	\$ 3,340	\$ 72,498	\$ 157,100
4	\$ 52,748	85%	15%	\$ 26,690	\$ 3,340	\$ 82,778	\$ 151,350
5	\$ 53,803	80%	20%	\$ 36,337	\$ 3,340	\$ 93,480	\$ 145,250
6	\$ 54,879	75%	25%	\$ 46,320	\$ 3,340	\$ 104,539	\$ 138,900
7	\$ 55,976	70%	30%	\$ 56,687	\$ 3,340	\$ 116,003	\$ 132,250
8	\$ 57,096	65%	35%	\$ 67,451	\$ 3,340	\$ 127,887	\$ 125,250
9	\$ 58,238	60%	40%	\$ 78,623	\$ 3,340	\$ 140,201	\$ 117,950
10	\$ 59,402	55%	45%	\$ 90,215	\$ 3,340	\$ 152,957	\$ 110,300
11	\$ 60,591	50%	50%	\$ 102,281	\$ 3,340	\$ 166,212	\$ 102,250
12	\$ 61,802	45%	55%	\$ 114,751	\$ 3,340	\$ 179,893	\$ 93,850
13	\$ 63,038	40%	60%	\$ 127,678	\$ 3,340	\$ 194,056	\$ 85,100
14	\$ 64,299	35%	65%	\$ 141,077	\$ 3,340	\$ 208,716	\$ 75,950
15	\$ 65,585	30%	70%	\$ 154,961	\$ 3,340	\$ 223,886	\$ 66,400
16	\$ 66,897	25%	75%	\$ 169,343	\$ 3,340	\$ 239,580	\$ 56,450
17	\$ 68,235	20%	80%	\$ 184,239	\$ 3,340	\$ 255,814	\$ 46,100
18	\$ 69,599	15%	85%	\$ 199,712	\$ 3,340	\$ 272,651	\$ 35,200
19	\$ 70,991	10%	90%	\$ 215,680	\$ 3,340	\$ 290,011	\$ 23,950
20	\$ 72,411	5%	95%	\$ 232,207	\$ 3,340	\$ 307,958	\$ 12,200

Estimated Taxes to be paid: \$3,448,052
Estimated Savings: \$2,006,200

JR
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Exhibit A Village PILOT Schedule

180 Deer Park Avenue LLC

12/18/2024

Tax Savings for the following property:	<u>Current Assessed Value</u>	<u>Est. Projected Assessed Value</u>
180 Deer Park Avenue, Babylon 0102 010.00 01.00 028.001	36000	165642

PILOT Information

Assumptions

Projected Assessed Value	165642
Tax without Exemption	\$6,192
Eligible Tax Rate of	17.2
Ineligible Taxes	\$0.00
Rate Increment of	2% / year
Referenced Tax Bill	2024 - 2025

PILOT Schedule

PILOT Length	20 years
Abatements start at	100%

PILOT Year	Base PILOT	Abatement %	PILOT %	Incremental PILOT	Non-abated	Estimated Taxes To be Paid	Estimated Savings
Construction	\$ 6,316	100%	0%	\$ -	\$ -	\$ 6,316	\$ -
Construction	\$ 6,442	100%	0%	\$ -	\$ -	\$ 6,442	\$ -
1	\$ 6,564	100%	0%	\$ -	\$ -	\$ 6,564	\$ 23,640
2	\$ 6,695	95%	5%	\$ 1,205	\$ -	\$ 7,900	\$ 22,900
3	\$ 6,829	90%	10%	\$ 2,458	\$ -	\$ 9,287	\$ 22,130
4	\$ 6,965	85%	15%	\$ 3,763	\$ -	\$ 10,728	\$ 21,320
5	\$ 7,105	80%	20%	\$ 5,117	\$ -	\$ 12,222	\$ 20,470
6	\$ 7,247	75%	25%	\$ 6,524	\$ -	\$ 13,771	\$ 19,570
7	\$ 7,392	70%	30%	\$ 7,985	\$ -	\$ 15,377	\$ 18,630
8	\$ 7,539	65%	35%	\$ 9,502	\$ -	\$ 17,041	\$ 17,650
9	\$ 7,690	60%	40%	\$ 11,078	\$ -	\$ 18,768	\$ 16,620
10	\$ 7,844	55%	45%	\$ 12,712	\$ -	\$ 20,556	\$ 15,540
11	\$ 8,001	50%	50%	\$ 14,406	\$ -	\$ 22,407	\$ 14,410
12	\$ 8,161	45%	55%	\$ 16,163	\$ -	\$ 24,324	\$ 13,230
13	\$ 8,324	40%	60%	\$ 17,987	\$ -	\$ 26,311	\$ 11,990
14	\$ 8,491	35%	65%	\$ 19,875	\$ -	\$ 28,366	\$ 10,700
15	\$ 8,660	30%	70%	\$ 21,832	\$ -	\$ 30,492	\$ 9,360
16	\$ 8,834	25%	75%	\$ 23,858	\$ -	\$ 32,692	\$ 7,950
17	\$ 9,010	20%	80%	\$ 25,957	\$ -	\$ 34,967	\$ 6,490
18	\$ 9,191	15%	85%	\$ 28,133	\$ -	\$ 37,324	\$ 4,960
19	\$ 9,374	10%	90%	\$ 30,383	\$ -	\$ 39,757	\$ 3,380
20	\$ 9,562	5%	95%	\$ 32,712	\$ -	\$ 42,274	\$ 1,720

Estimated Taxes to be paid: \$463,886
Estimated Savings: \$282,660

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12/23/24

SCHEDULE A

Agency's Fee Schedule

Schedule A
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

$\frac{3}{4}$ of 1% between 10 – 20

$\frac{1}{2}$ of 1% between 20 – 30

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

Plus .75% of savings

Bond Schedule

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

$\frac{1}{2}$ of 1% between 15 – 25

$\frac{1}{4}$ of 1% between 25 – 35

1/10 of 1% over 35

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

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

Administrative Fee: \$2,500 everything else (termination of lease, mortgage modifications); \$5,000 – amendments to lease (sales tax extensions, PILOT schedule changes); and the cost of legal advertising in Newsday

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12/23/24

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.

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12/25/24

SCHEDULE B

Agency's Recapture Policy

SCHEDULE B

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

(a)(i) If there shall occur a Recapture Event after the date hereof, the Lessee or the Sublessee shall pay to the Agency as a return of public benefits conferred by the Agency, the following amounts:

(A) one hundred percent (100%) of the Benefits (as defined below) if the Recapture Event occurs within the first five (5) years after the date hereof;

(B) fifty percent (50%) of the Benefits (as defined below) if the Recapture Event occurs during the sixth (6th) to tenth (10th) year after the date hereof;

(C) twenty-five percent (25%) of the Benefits (as defined below) if the Recapture Event occurs during the eleventh (11th) to fifteenth (15th) year after the date hereof.

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

(1) all real estate tax benefits which have accrued to the benefit of the Lessee or the Sublessee commencing from and after the "Commencement Date", and during the period of time that the Agency is the owner of the Facility, such tax benefits to be computed by subtracting the payments in lieu of taxes paid under Section 4.3 hereof from those payments which the Lessee or the Sublessee would have been required to pay during the term of this Agreement (within the meaning of Section 3.2 hereof) had the Town determined the amount of such real estate taxes as would be due if the Lessee had been the owner of the Facility Realty during such term; and

(2) all miscellaneous benefits derived from the Agency's participation in the straight-lease transaction contemplated by this Agreement, including, but not limited to, any exemption from any applicable state or local sales and use tax, mortgage recording tax and filing and recording fees accruing from and after the date hereof.

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12/23/24

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

- (1) The Lessee or the Sublessee shall have liquidated its operations and/or assets (absent a showing of extreme hardship);
- (2) The Lessee or the Sublessee shall have ceased all or substantially all of its operations at the Facility (whether by relocation to another facility or otherwise, or whether to another facility either within or outside of the Town) through no force majeure event;
- (3) The Lessee or the Sublessee shall have transferred all or substantially all of its employees within the Town to a location outside of the Town through no force majeure event;
- (4) The Lessee or the Sublessee shall have subleased all or any portion of the Facility in violation of the limitations imposed by Section 9.3 hereof, without the prior written consent of the Agency;
- (5) The Lessee or the Sublessee shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Facility; or
- (6) Base Employment Reduction Percentage shall be greater than fifteen percent (15%) due to a Relocation Reduction occurring with respect to an Annual Period.

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

(b) The Lessee covenants and agrees to furnish the Agency with written notification upon any Recapture Event or disposition of the Facility or any portion thereof made within twelve (12) years of the Commencement Date, which notification shall set forth the terms of such Recapture Event and/or disposition.

(c) In the event any payment owing by the Lessee or the Sublessee under this Section shall not be paid on demand by the Lessee or the Sublessee, such payment shall bear interest from the date of such demand at the then current interest rate imposed on delinquent payments of real property taxes until the Lessee or the Sublessee shall have paid such payment in full, together with such accrued interest to the date of payment, to the Agency.

(d) The Agency, in its sole discretion, may waive all or any portion of any payment owing by the Lessee or the Sublessee under this Section.

(e) The provisions of this Section shall survive the termination of this Agreement for any reason whatsoever, notwithstanding any provision of this Agreement to the contrary.

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Short Environmental Assessment Form

Part 1 - Project Information

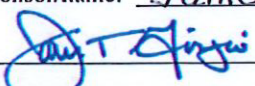
Instructions for Completing

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

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

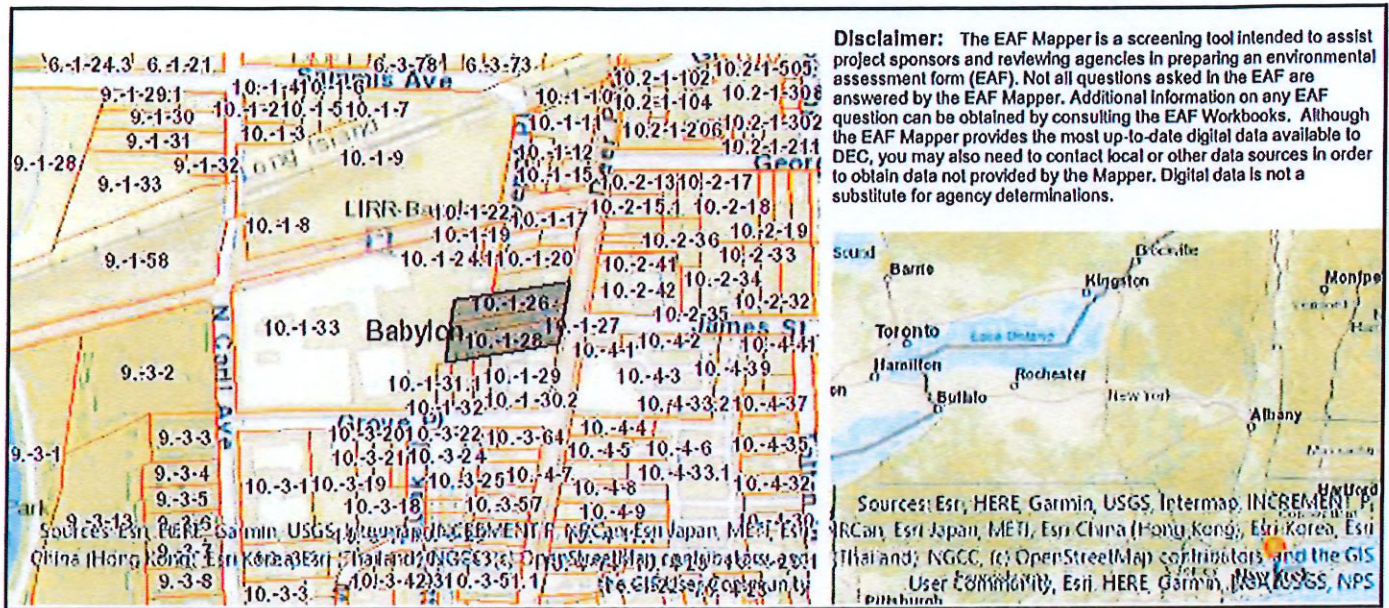
Part 1 – Project and Sponsor Information							
180 Deer Park Avenue LLC							
Name of Action or Project: Babylon Village Apartments							
Project Location (describe, and attach a location map): 180 Deer Park Avenue, Babylon NY 11702							
Brief Description of Proposed Action: Construct new 3-story building on site, Twenty-five (25) one-bedroom apartments, one (1) two-bedroom apartment, one (1) studio apartment, and seven (7) 1,000 sq ft retail spaces							
Name of Applicant or Sponsor: 180 Deer Park Avenue LLC		Telephone: [REDACTED]					
		E-Mail: [REDACTED]					
Address: 7100 New Horizons Blvd,							
City/PO: Amityville		State: NY	Zip Code: 11701				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Babylon Village			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3. a. Total acreage of the site of the proposed action?		.988 acres					
b. Total acreage to be physically disturbed?		.988 acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		.988 acres					
4. Check all land uses that occur on, are adjoining or near the proposed action:							
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)							
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):							
<input type="checkbox"/> Parkland							

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: <u>No. Please see Map on ADDENDUM C. The site is .17 miles away and not contiguous to the property.</u>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>James T Giorgio</u> Date: <u>11/15/2024</u> Signature: <u></u> Title: <u>Manager</u>		

EAF Mapper Summary Report

Thursday, November 14, 2024 2:31 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes No- the nearest site is .17 miles away. See ADDENDUM C

ADDENDUM A

Companies Owned by Giorgio Family Holdings, LLC

100% Interest

100 FIRE ISLAND AVENUE LLC

17 WEST 8TH REALTY LLC

192 E. MAIN STREET, HUNTINGTON LLC

271 MAIN STREET LLC

276 MAIN STREET HUNTINGTON LLC

279 MAIN STREET HUNTINGTON, LLC

338 NEW YORK AVE. LLC

44-46 EAST MAIN STREET, LLC

50 MORTON STREET PROPERTY MANAGEMENT LLC

180 DEER PARK AVENUE LLC

135 DEER PARK AVE BABYLON LLC

JTJ CAPITAL, LLC

MAIN STREET SAG HARBOR HOLDINGS, LLC

SAG HARBOR HOLDINGS, LLC

T.G. BOSCO REALTY, LLC

ADDENDUM B

Short Environmental Assessment Form Question 12- Answer Should be NO

There are no historic/archaeological sites impacted by this project.

Please note that a review of the site location for proximity to historical/archaeological sites was conducted and no sites contiguous with this property were found.

1. New York State Historic Sites:

<https://parks.ny.gov/historic-sites/historic-site-results.aspx?r=9&c=Suffolk&src=2>

In Suffolk County, the only designated property was in Huntington:

Walt Whitman Birthplace State Historic Site

246 Old Walt Whitman Road
Huntington Station, NY 11746

2. National Register and distances from 180 Deer Park Avenue property:

National Register of Historic Sites <https://www.nps.gov/subjects/nationalregister/index.htm>

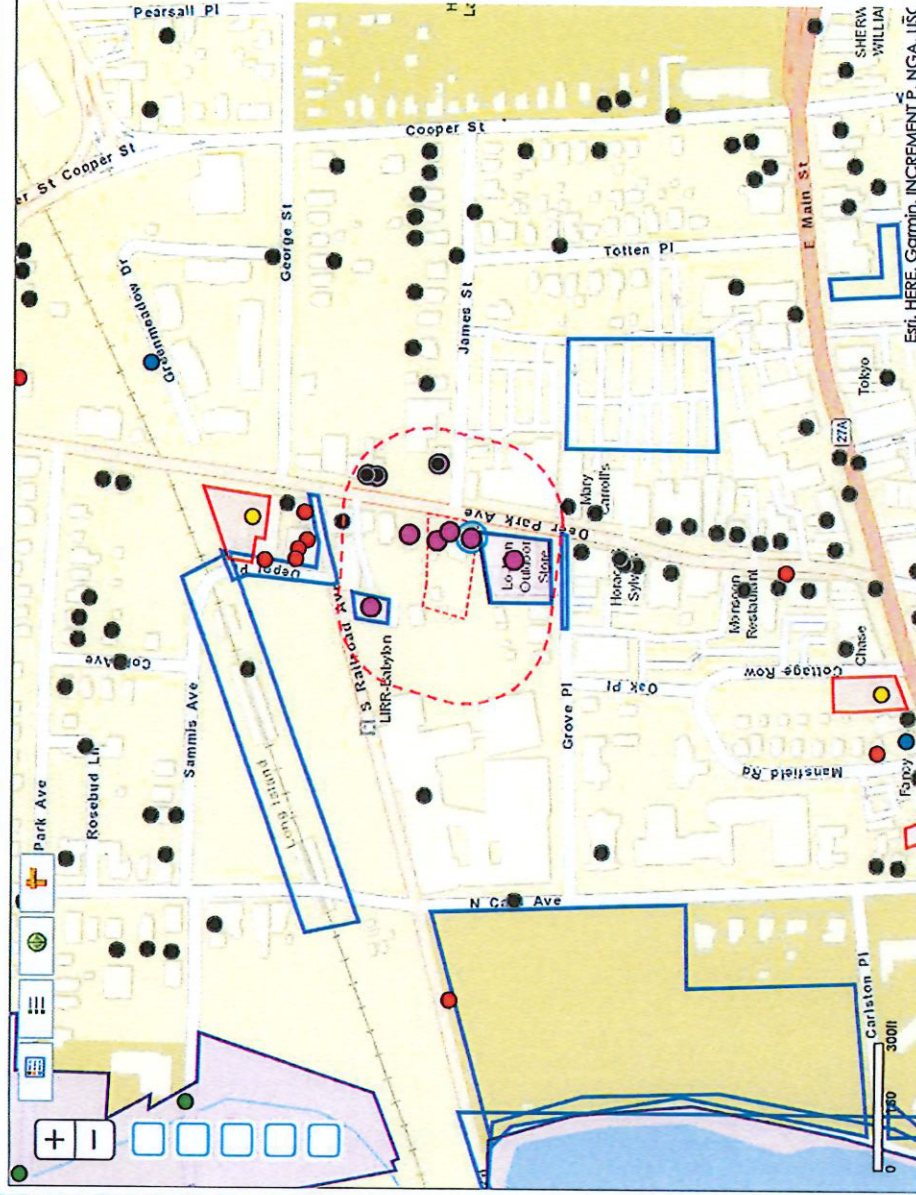
Nathanial Conklin House	280 Deer Park Avenue	.7 mile
The Babylon Library	117 W Main Street	.3 mile
Old Town Hall	47 West Main Street	.6 mile

3. CRIS- Cultural Resource Information System- on-line tool of NYS Parks

<https://cris.parks.ny.gov/>

Please refer to the Cris Map to note location of these properties (yellow circles), which are not contiguous with the 180 Deer Park Avenue parcel. The CRIS Map does not include the library.

Criteria	Spatial	Results	Download Results		
Building USNs (9)					
View	Zoom	USN	Name	Status	
<input type="checkbox"/>	<input type="checkbox"/>	10344.000083	RESIDE / COMM - 180 DEER PARK ...	Undetermined	
<input type="checkbox"/>	<input type="checkbox"/>	10344.000084	COMMERCIAL - 192-194 DEER PAR...	Undetermined	
<input type="checkbox"/>	<input type="checkbox"/>	10344.000085	GANGI RESIDENCE - 198 DEER PAR...	Undetermined	
<input type="checkbox"/>	<input type="checkbox"/>	10344.000086	RESIDE / COMM - 210 DEER PARK ...	Undetermined	
<input type="checkbox"/>	<input type="checkbox"/>	10344.000087	CHURCH - DEER PARK AVE	Undetermined	
<input type="checkbox"/>	<input type="checkbox"/>	10344.000088	HALCYON HALL MASONIC LODGE ...	Undetermined	
<input type="checkbox"/>	<input type="checkbox"/>	10344.000089	RESID / COMM - 223 DEER PARK AVE	Undetermined	
<input type="checkbox"/>	<input type="checkbox"/>	10344.000557	Lomans Plaza - 160 Deer Park Ave ...	Not Eligible	
<input type="checkbox"/>	<input type="checkbox"/>	10344.000558	Brick building; Retail stores and apa...	Not Eligible	
Projects (3)					
Zoom	Project Number	Project Name	Status	Download Results	
<input type="checkbox"/>	23PR08158	Village of Babylon Side...	Closed		
<input type="checkbox"/>	24PR01787	Commercial Renovation	Closed		
<input type="checkbox"/>	24PR08982	Railroad Avenue Mixed ...	Closed		



ADDENDUM C

The answer to Question 20 regarding remediation sites should be NO.

The nearest remediation site was Eugene's Cleaners, which is .17 miles away and not contiguous with the property.

Please see map below.

0.17 miles away. See the map below.

