



AGENDA

January 8, 2025

1. Call to Order.

2. Roll Call

3. Pledge of Allegiance

4. Resolution # 1

Resolution to appoint a Secretary, Audit, Finance, and Governance Committees.

5. Resolution # 2

Resolution adopting the By Laws.

6. Resolution # 3

Resolution adopting the Investment Policy.

7. Resolution # 4

Resolution adopting the Property Disposition Policy.

8. Resolution # 5

Resolution adopting the Procurement Policy and Procedures.

9. Resolution # 6

Resolution adopting the Personnel Policy.

10. Resolution # 7

Resolution adopting Schedule A of the Personnel Policy.

11. Resolution # 8

Resolution adopting Schedule B of the Personnel Policy.

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12. Resolution # 9

Resolution adopting the Policy regarding Public Comments at the Agency Board meetings.

13. Resolution # 10

Resolution adopting the Real Property Acquisition Policy.

14. Resolution # 11

Resolution adopting the Code of Ethics.

15. Resolution # 12

Resolution adopting the Whistleblower Protection Policy.

16. Resolution # 13

Resolution adopting the Disaster Recovery Plan.

17. Resolution # 14

Resolution adopting the Fee Policy.

18. Resolution # 15

Resolution adopting the Mission Statement.

19. Resolution # 16

Resolution adopting Recapture of Financial Assistance.

20. Resolution # 17

Resolution adopting Uniform Tax Exemption Policy & Guidelines.

21. Resolution # 18

Accept the minutes from the IDA/IDC Board Meeting of December 18, 2024.

22. Resolution # 19

Accepting the minutes from the Gul M Corp., Shah's Halal Food and Products, Inc., Gulib M LLC and Gulib M II LLC public hearing on January 7, 2025.

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23. Resolution # 20

Accepting the minutes from the 180 Deer Park Avenue LLC public hearing on January 7, 2025.

24. Resolution # 21

Resolution of the Town of Babylon Industrial Development Agency determining that the acquisition, construction and equipping of a certain project will not have a significant adverse effect on the environment.

25. Resolution # 22

Resolution of the Town of Babylon Industrial Development Agency approving the acquisition, construction and equipping of a certain facility for 180 Deer Park Avenue LLC and approving the form, substance and execution of related documents and determining other matters in connection therewith.

26. Resolution # 23

Resolution granting approval of and authorizing the grant of certain financial assistance by the Town of Babylon Industrial Development Agency to Gul M Corp., Shah's Halal Food and Products, Inc., Gulib M LLC and Gulib M II LLC in connection with the acquisition, renovation and equipping of warehouse and distribution facilities.

27. Resolution # 24

Resolution authorizing an amendment to project documents relating to the Park Plaza Holdings LLC project to extend the New York State and local sales tax exemption for the project.

28. Chief Executive Officer's report

29. Old Business

30. New Business

31. Adjournment

January 8, 2025
Babylon Industrial Development Agency

RESOLUTION: To appoint the following Committees and Secretary:

Audit Committee

Justin Belkin, Chair
William Bogardt
Marcus Duffin
Paulette LaBorne (alt.)

Finance Committee

Paulette LaBorne, Chair
William Bogardt
William Celona
Justin Belkin (alt.)

Governance Committee

Paulette LaBorne, Chair
Marcus Duffin
William Celona
Rosemarie Dearing (alt.)

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Babylon Industrial Development IDA/IDC Board has appointed an Audit, Finance and Governance Committee.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<i>Yea</i>	<i>Nea</i>	<i>Absent</i>	<i>Abstain</i>
Thomas Gaulrapp	[]	[]	[]	[]
Justin Belkin	[]	[]	[]	[]
William Bogardt	[]	[]	[]	[]
Bill Celona	[]	[]	[]	[]
Rosemarie Dearing	[]	[]	[]	[]
Marcus Duffin	[]	[]	[]	[]
Paulette LaBorne	[]	[]	[]	[]
Carol Quirk	[]	[]	[]	[]
Vincent Piccoli	[]	[]	[]	[]

The Resolution was there upon declared adopted.

Dated: January 8, 2025

(SEAL)

Secretary

BY LAWS
OF
TOWN OF BABYLON
INDUSTRIAL DEVELOPMENT AGENCY

ARTICLE I
THE AGENCY

Section 1. Name. The name of the Agency shall be "Town of Babylon Industrial Development Agency."

Section 2. Seal of Agency. The Seal of the Agency shall be in the form of a circle and shall bear the name of the Agency and the year of its organization.

Section 3. Office of the Agency. The office of the Agency shall be at 47 West Main Street, Babylon, New York, but the agency may have other office at other such places as the Agency may from time to time designate by resolution.

ARTICLE II
OFFICERS

Section 1. Officers. The officers of the Agency shall be a Chairman, a Vice Chairman, a Secretary, a Chief Financial Officer, and a Chief Executive Officer. Any two or more offices, except the office of Chairman and Secretary may be held by the same person.

Section 2. Chairman. The Chairman shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman has the authority to execute all agreements, contracts, deeds, and any other instruments of the Agency, at each meeting the Chairman shall submit such recommendations and information as Chairman may consider proper concerning the business, affairs and policies of the Agency.

Section 3. Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence of In capacity of the Chairman; and in case of the resignation or death of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Town Board shall appoint a new Chairman.

Section 4. Secretary. The Secretary shall keep the records of the Agency, shall act as secretary of the meetings of the Agency and record all votes, and shall keep a record of the proceedings of the Agency in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his office. The Secretary shall keep in sage custody the seal of the Agency and shall have power to affix such seal to all contracts and other instruments authorized to be executed by the Agency. The Secretary has the authority to execute all agreements, contracts, deeds, and any other instruments of the Agency

Section 6. Additional Duties. The officers of the Agency shall perform such other duties and functions as may from time to time be authorized by resolution of the Agency or be required by the Agency, by the By-Laws of the Agency, or by the rules and regulations of the Agency, or by the Laws of the State of New York.

Section 7. Appointment of Officers. All officers of the Agency except the first Chairman shall be appointed at the annual meeting of the Agency from among the members of the agency, and shall hold office for one year or until the successors are appointed.

Section 8. Vacancies. Should any office become vacant, the Agency shall appoint a successor from among its membership at the next regular meeting, and such appointment shall be for the unexpired term of said office.

Section 9. Chief Executive Officer. A Chief Executive Director shall be appointed by the Agency, and shall have general supervision over the administration of the business and affairs of the Agency, subject to the direction of the Agency. The Chief Executive Officer shall be charged with the management of all project of the Agency. The Chief Executive Officer has the authority to execute all agreements, contracts, deeds, and any other instruments of the Agency.

Section 10. Chief Financial Officer. The Chief Financial Officer shall have the care and custody of all funds of the Agency and shall deposit the same in the name of the Agency in such bank or banks as the Agency may select. Except as otherwise authorized by resolution of the Agency, The Chief Financial Officer shall sign all instruments of indebtedness, all orders, and all checks for the payment of money; and shall pay out and disburse such moneys under the direction of the Agency. The Chief Financial Officer shall keep regular books of account of his transactions and also of the financial condition of the Agency. The Chief Financial Officer shall give such bond for the faithful performance of his duties as the Agency may determine. The Chief Financial Officer has the authority to execute all agreements, contracts, deeds, and any other instruments of the Agency.

Section 11. Additional Personnel. The Agency may from time to time employ such personnel and independent contractors as it deems necessary to exercise its powers, duties, and functions and prescribed by the New York State Industrial Development Agency Act, as amended, and all other laws of the State of New York applicable thereto. The selection and compensation of all personnel and independent contractors shall be determined by the Chief Executive Officer subject to the laws of the State of New York and notice to the board. The Chairman may call for a resolution, at the next scheduled regular or special meeting, if the Chairman deems it necessary. All employees of the Agency shall have benefits prescribed by the Agency's Personnel Policy. All independent contractors shall be subject to the Procurement Policy and any executed contract.

ARTICLE III MEETINGS

Section 1. Annual Meeting. The annual meeting of the Agency shall be held on the as soon as possible, after the first Town Board meeting at the regular meeting place of the Agency.

Section 2. Regular Meetings. Regular meetings shall be set for the next entire year at the agency's last meeting in December.

Section 3. Special Meetings. The Chairman of the Agency may, when the Chairman deems it desirable, call a special meeting of the Agency for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Agency or may be mailed to the business or home address of each member of the Agency at least two days prior to the date of such

special meeting. Waivers of notice may be signed by any members failing to receive proper notice. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Agency are present at the special meeting, with or without notice thereof, any and all business may be transacted at such special meeting.

Section 4. Quorum. At all meetings of the Agency, a majority of the members of the Agency shall constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until the quorum is obtained.

Section 5. Order of Business. At the regular meetings of the Agency, the following shall be the order of business:

1. Roll Call
2. Reading and approval of the minutes of the previous meeting.
3. The prepared agenda
4. New Business
5. Adjournment

All resolutions shall be writing and shall be copied or attached to a journal of the proceedings of the Agency.

Section 6. Manner of Voting. The voting on all questions coming before the Agency shall be by rising vote, and the yeas and nays shall be entered on the minutes of such meetings, except in the case of appointments when the vote may be by ballot.

ARTICLE IV AMENDMENTS

Section 1. Amendments to By-Laws. The by-laws of the Agency shall be amended only with the approval of at least a majority of all the members of the Agency at a regular or special meeting, but no such amendment shall be adopted unless at least seven days written notice there of has been previously given to all member of the Agency.

TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY

Investment Policy

This Investment Policy of the Town of Babylon Industrial Development Agency (the "Agency") shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the Agency. Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy. This Investment Policy is intended to comply with the General Municipal Law, the Public Authorities Law, and any other applicable laws of New York State.

Delegation of Authority

The responsibility for conducting investment transactions involving the Agency resides with the Chief Financial Officer of the Agency under the direction and oversight of the Chief Executive Officer of the Agency. Only the Chief Financial Officer and those authorized by resolution or the Agency's By-laws may invest public funds.

The Chief Financial Officer of the Agency under the direction and oversight of the Chief Executive Officer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the Agency responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statements and related reports on internal control structure of all outside persons performing any of the following for the Agency:

- (i) investing public funds of the Agency;
- (ii) advising on the investment of public funds of the Agency;
- (iii) directing the deposit or investment of public funds of the Agency; or
- (iv) acting in a fiduciary capacity for the Agency.

Any outside person listed above shall be required to notify the Agency, in writing, within thirty (30) days of receipt of all communication from its' auditor of the outside person or any regulatory authority, of the existence of material weakness in the internal control structure of the outside person or regulatory orders or sanctions

regarding the type of services being provided to the Agency by the outside person. The records of investment transaction made by or on behalf of the Agency are public records and are the property of the Agency whether in the custody of the Agency or in the custody of a fiduciary or other third party.

A bank, savings and loan association or credit union providing only depository services shall not be required to provide an audited financial statement and related report on its' internal control structure.

Objectives

The primary objectives, in order of priority, of all investment activities involving the financial assets of the Agency shall be the following:

(i) Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective;

(ii) Liquidity: Maintaining the necessary liquidity to match expected liabilities and expenses is the second investment objective;

(iii) Return: Obtaining a reasonable return is a third investment objective.

Operative Policy

The Agency shall conduct its' investment activities involving all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the Agency in a manner that complies with the General Municipal Law and the Public Authorities Law of New York State.

Prior to making an investment of any operating funds, bond proceeds and other funds of the Agency, other than those associated with a bank, savings and loan association or credit union involving a depository relationship only, the Agency shall obtain at least three (3) bids and award the contract to the most responsible bidder whose bid most closely meets the objective of this Investment Policy.

The Chief Financial Officer, the Chief Executive Officer and all officers and employees of the Agency involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the

investment program, or which could impair their ability to make impartial investment decisions.

The Chief Financial Officer shall submit to the Board an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with budgetary expectations, if any.

This Investment Policy shall be reviewed and approved annually.

TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY

Property Disposition Policy

In keeping with the policy of maintaining the highest standards of conduct and ethics and to operate in the most accountable and open manner, the Town of Babylon Industrial Development Agency (the "Agency") will maintain adequate inventory controls and accountability systems for all Property (as such term is defined below) under its control. Furthermore, the Agency will Dispose (as such term is defined below) of Property in compliance with any applicable Law, Rule or Regulation (as such term is defined below). Failure to follow the provisions of this Property Disposition Policy will result in disciplinary action including possible termination of employment, dismissal from one's board or agent duties and possible civil or criminal prosecution if warranted.

Definitions

Contracting Officer shall mean the Deputy Executive Director/Chief Financial Officer of the Agency.

Dispose, Disposed or Disposal shall mean the transfer of title or any other beneficial interest in personal or real property in accordance with Section 2897 of the New York Public Authorities Law.

Law, Rule or Regulation: Any duly enacted statute, or ordinance or any rule or regulation promulgated pursuant to any federal, state or local statute or ordinance.

Property shall mean (a) personal property in excess of five thousand dollars (\$5,000.00) in value, (b) real property, and (c) any inchoate or other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

Operative Policy

Inventory Controls and Accountability Systems

The Contracting Officer of the Agency shall be responsible for the Agency's compliance with this Property Disposition Policy and the supervision and control of all Property Disposed of by the Agency. In addition, the Contracting Officer shall have the responsibility to insure the Agency operates in compliance with Title 5-A of the New York Public Authorities Law, including creating and maintaining adequate inventory controls and accountability systems for all Property under the control of the Agency and periodically inventorying such property to determine which, if any, property should be Disposed by the Agency. The Contracting Officer shall recommend to the Board any Property he or she deems suitable for Disposal.

Disposition of Property

Unless otherwise authorized by this Policy, the Agency shall Dispose of Property for not less than fair market value ("FMV") by sale, exchange, or transfer, for cash, credit, or other property, with or without warranty, and upon such terms and conditions as the Contracting Officer deems proper. Provided, however, that no disposition of real property, any interest in real property, or any other Property which because of its unique nature is not subject to fair market pricing shall be made unless an appraisal of the value of such Property has been made by an independent appraiser and included in the record of the transaction. Unless otherwise authorized by this Policy, prior to disposing of Property or entering into a contract for the Disposal of Property, the Agency shall publicly advertise for bids for such Disposal or contract for Disposal. The advertisement for bids shall be made at such time prior to the Disposal or contract for Disposal, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the Property. Such advertisement shall include the date, time and place the bids will be publicly disclosed by the Agency. The Agency shall award the contract with reasonable promptness to the most responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to New York State (the "State"), price and other factors considered; provided, however, that Agency reserves the right to reject all such bids when it is in the public interest to do so.

The Agency may Dispose of Property or enter into contracts for the disposal of Property via negotiation or public auction without regard to the two (2) paragraphs immediately above, but subject to obtaining such competition as is feasible under the circumstances, if:

- (i) the personal property involved is of a nature and quantity which, if Disposed of under the first two (2) paragraphs of this section, would adversely affect the state or local market for such Property, and the estimated FMV of such Property and other satisfactory terms of the Disposal can be obtained by negotiation;
- (ii) the FMV of the Property does not exceed fifteen thousand dollars (\$15,000.00);
- (iii) bid prices after advertising, therefore, are not reasonable, either as to all or some part of the Property, or have not been independently arrived at in open competition;
- (iv) the Disposal is to the State or any political subdivision of the State, or a not for profit and the estimated FMV of the Property and other satisfactory terms of the Disposal are obtained by negotiation;
- (v) the Disposal is for an amount less than the estimated FMV of the Property, the terms of such Disposal are obtained by public auction or negotiation, the Disposal of the Property is intended to further the public health, safety or welfare or an economic development interest of the State or a political subdivision of the State, including but not limited to, the prevention or remediation of a substantial threat to public health or safety, the creation or retention of a substantial number of job opportunities, or the creation or retention of a substantial source of revenues, and the purpose and terms of the Disposal are documented in writing and approved by resolution of the Board; or
- (vi) such Disposal or related action is otherwise authorized by law.

The Agency shall file an explanatory statement with the comptroller, the director of the division of budget, the commissioner of general services and the legislature not less than ninety (90) days before the Agency Disposes the Property if the Property is personal property in excess of \$15,000, or real property that has a fair

market value in excess of \$100,000. When the Property is Disposed by lease (or exchange), then the Agency shall file an explanatory statement when the Property is real property leased for a term of five (5) years or less with an estimated fair annual rent exceeding one-hundred thousand (\$100,000.00) in any given year, real property leased for a term greater than five (5) years with an estimated fair annual rent exceeding one-hundred thousand (\$100,000.00) dollars for the entire lease term; or any real property or real and related personal property Disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.

Reporting Requirements

Annual Report

The Agency shall publish, at least annually, an Annual Report (the "Annual Report") listing all Property consisting of real property of the Agency. In addition, the Annual Report shall include a list and full description of all Property consisting of real and personal property Disposed of during such period covered by the Annual Report. The Annual Report shall included the price received by the Agency for the Property, in addition to the name of the purchaser for all such Property sold by the Agency during such period covered by the Annual Report.

The Agency shall deliver copies of the Annual Report with the comptroller, the director of the division of budget, the commissioner of general services and to the extent practicable, post such Annual Report on its' website.

Property Disposition Policy

The Agency shall review and approve this Property Disposition Policy annually by resolution of the Board. On or before March 31 of each year, the Agency shall file with the Comptroller a copy of its' Property Disposition Policy, including the name of the Contracting Officer appointed by the Agency. Upon such filing with the comptroller, the Agency shall post its' Property Disposition Policy on its' website.

TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY

Statement of Procurement Policy and Procedures

The primary objectives of this Statement of Procurement Policy and Procedures (this "Policy") is to assure the prudent and economical use of the Town of Babylon Industrial Development Agency (the "Agency") moneys, to facilitate the acquisition by the Agency of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

In accordance with Section 2824 of the Public Authorities Law and Section 104-b of the New York State General Municipal Law ("GML"), the Agency is required to adopt procurement policies with respect to the procurement of goods and services paid for by the Agency for its own use and account. Procurements for the benefit of a third party and for which payment is made from funds provided by such third party or any other person or entity other than the Agency, shall not be subject to the requirements of this Policy.

If the Agency proposes to enter into a contract or agreement for goods or services and will receive funds for this contract or agreement under or through a contract between the Agency and The Town of Babylon (the "Town") the contract or agreement shall be procured in accordance with the procurement provisions required by the Town in the applicable contract between the Agency and the Town. If the Agency procures goods or services using funds that are provided under or through a contract between the Agency and the federal, state or county government, it shall use such procurement method as is required by the source of funds. If the source of funds does not specify a procurement method, the Agency shall use this Policy.

Procurement Process Oversight

The CEO shall oversee any procurement process undertaken on behalf of the Agency. The CEO shall be the Contracting Officer of the Agency and any reference herein to the CEO shall also be deemed to mean the Contracting Officer. He may from time to time appoint a designee in writing to serve as the contracting officer.

Procedures

The Agency shall, unless the members of the Agency adopt a resolution providing otherwise, adhere to the following procedures:

I. Pre-Procurement Determination

Prior to the commencement of any procurement, the CEO shall prepare a written statement setting forth the basis for (a) any determination that a competitive

process is not required for such procurement, or (2) any determination that such procurement is not subject to one (1) or more other requirements of this Policy.

The CEO shall advise the Board of the initiation of any procurement process by the CEO on behalf of the Agency and his or her intended method of procuring the required goods or services. The CEO shall keep the Board advised as to the status of each procurement process.

II. Competitive Procurement

A. Rule: Except as otherwise set forth in this Policy, a competitive process is required for the procurement of the following contracts:

(i) a "public work contract" involving an expenditure of more than \$200,000. A "public work contract" means a contract between the Agency and a contractor pursuant to which the contractor provides services (including construction services) or labor to the Agency for the Agency's own use or account.

(ii) a "purchase contract" involving an expenditure of more than \$100,000. A "purchase contract" means a contract between the Agency and a contractor pursuant to which the Agency acquires commodities, materials, supplies or equipment from a contractor.

B. Competitive Process: The competitive process to be utilized shall, unless the members of the Agency adopt a resolution providing otherwise, be overseen by the CEO and comply with the following:

(i) All solicitations and requests for proposals should be in writing and should incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description should not contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, should set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors should be clearly stated and should identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(ii) Requests for bids/proposals should be publicly advertised by placing them on the Agency and/or the Town's website and/or by placing notice in either a newspaper of general circulation or a trade journal, if appropriate. The goal of this Policy is to seek the widest, cost-effective distribute of the request for bids/proposals.

(iii) Bids/proposals should be solicited from an adequate number of qualified sources.

(iv) The CEO should establish a method for conducting evaluations of the bids/proposals received and for selecting awardees for the procurement in accordance with this Policy.

C. Exceptions: Notwithstanding the provisions of Section II.A. above, a competitive process is not required:

(i) for certain purchases made through Suffolk County or other counties in New York State pursuant to Section 103(3) of the GML;

(ii) for certain purchase made through the State of New York pursuant to Section 104 of the GML;

(iii) for certain purchases made through the Town of Babylon or other Towns in New York State or Incorporated Villages within the Town of Babylon

(iv) for certain purchase made from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law;

(v) for certain purchases of articles manufactured in correctional institutions pursuant to Section 186 of the Correction Law;

(vi) in the event of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or life, health, safety or property of some or all of the inhabitants of the Town require immediate action which cannot await a competitive procurement;

(vii) for the purchase of surplus and second-hand supplies, material or equipment, which may be purchased from the federal government, the State of New York or from any political subdivision, district or public benefit corporation of the State of New York;

(viii) where the members of the Agency adopt a resolution waiving the competitive process because such process is deemed impracticable under the circumstances; and

(ix) where there is only one possible source from which to procure the required good or service and it is determined by resolution of the members of the Agency that the required good or service has unique benefits, the cost is reasonable for the good or service and there is no competition reasonably available.

III. Non-Competitive Procurement for Purchase Contracts Under \$100,000

A. Purchase Contracts Valued at \$1,500 and Under. All purchase contracts valued at \$1,500 and under shall be awarded by the CEO using his/her judgment as to the most appropriate vendor, without further documentation.

B. Purchase Contracts Valued at over \$1,500 but Not Exceeding \$75,000. The CEO shall use reasonable efforts to obtain at least three (3) verbal bids or price quotations for such procurement. The CEO shall document, in reasonable detail, such efforts and the result.

C. Purchase Contracts Valued at over \$75,000 but Not Exceeding \$100,000. The CEO shall use reasonable efforts to obtain at least three (3) written/fax bids or price quotations for such procurement. The CEO shall document, in reasonable detail, such efforts and the result.

IV. Non-Competitive Procurement for Public Work Contracts Under \$200,000

A. Public Work Contracts Valued at \$30,000 and Under. All public work contracts valued at \$30,000 and under shall be awarded by the Agency's CEO using his/her judgment as to the most appropriate vendor, without further documentation.

B. Public Work Contracts Valued at over \$30,000 but Not Exceeding \$150,000. The CEO shall use reasonable efforts to obtain at least three (3) verbal bids or price quotations for such procurement. The CEO shall document, in reasonable detail, such efforts and the result.

C. Public Work Contracts Value at Over \$150,000 but Not Exceeding \$200,000. The CEO shall use reasonable efforts to obtain at least three (3) written/fax bids or price quotations for such procurement. The CEO shall document, in reasonable detail, such efforts and the result.

D. Exceptions.

(i) Professional Services. Contracts for professional services involving application of specialized expertise, the use of professional judgment and/or a high degree of creativity shall not be subject to the competitive process above. Professional services include services which require special education and/or training, license to practice or are creative in nature. Furthermore, professional service contracts often involve a relationship of personal trust and confidence. Examples of professional and creative services are: (a) legal counseling and representation (including general and bond counsel); (ii) medical services; (iii) engineering and architectural services; (iv) lobbying, legislative and intergovernmental relations advice and representation; and (v) public relations services. All contracts for professional services shall be awarded by resolution of the members of the Agency based upon a consideration of cost, experience, expertise, reputation, location and suitability for the needs of the Agency.

(ii) Insurance. All insurance policies shall be procured in accordance with the following procedures:

(a) Premium not exceeding \$10,000. The CEO shall use reasonable efforts to obtain verbal quotations from at least three (3) agents or insurance companies. The CEO shall document, in reasonable detail, such efforts and the result.

(b) Premium exceeding \$10,000. The CEO shall use reasonable efforts to obtain written/fax quotations from at least three (3) agents or insurance companies. The CEO shall document, in reasonable detail, such efforts and the result.

(iii) Marketing. Contracts for marketing, promotional advertising and sponsorship of charitable and civic events and similar services shall not be subject to the competitive process set forth above, provided that the members of the Agency shall determine by resolution that such contract is in furtherance of the purposes of the Agency. Notwithstanding the foregoing, the award of contracts, of up to \$150,000 each, for marketing, promotional advertising, sponsorship and similar services may be awarded by the CEO using his/her judgment, in keeping with the best interests of the Agency.

(iv) Office supplies: orders of less than \$1,000 made through the Agency's Staples accounts, or its assigned successor, are not subject to this policy.

V. Award/Documentation of Contracts

A. Basis for Award of Contracts. Contracts will be awarded to the lowest cost responsible offeror/bidder who meets the specifications for the procurement, except in circumstances that the CEO determines justify an award to other than the lowest cost responsible offeror/bidder.

B. Justification of Award to Other Than Lowest Cost Offer/Bid. In making a determination to award a contract to other than the lowest cost responsible offeror/bidder, the CEO shall consider relevant factors, including, without limitation:

- (i) Delivery requirements;
- (ii) Quality requirements;
- (iii) Past vendor performance;
- (iv) Quality;
- (v) The unavailability of three (3) or more contractors/vendors who are able to quote/bid on the procurement; and
- (vi) That it may be in the best interest of the Agency to consider only one (1) contractor/vendor who has previous expertise with respect to a particular procurement.

C. Documentation.

- (i) A record of all solicitations for proposals or quotations, the response (if applicable), and any determinations pursuant thereto shall be maintained in the Agency's procurement file.
- (ii) For each procurement, the CEO shall set forth in writing the category of procurement being made and what method of procurement is being utilized.
- (iii) For procurements not subject to the competitive process, documentation should include a memo to the Agency's procurement file which details why the procurement is not subject to the competitive process and include, as applicable, a description of the facts and circumstances giving rise to the exception.
- (iv) Whenever a contract is awarded to other than the lowest cost responsible offeror/bidder, the reasons therefore shall be set forth in writing and maintained in the procurement file.

(v) Whenever the specified number of quotations/bids cannot or will not be obtained, the reasons therefore shall be set forth in writing and maintained in the procurement file.

VI. Miscellaneous Provisions

A. Minority and Women-Owned Business Enterprises. The Agency shall comply with all applicable legal requirements relating to the hiring of such businesses.

B. Procurement Lobbying Law. In accordance with Chapter 1 of the 2005 Laws of New York (the "Procurement Lobbying Law"), the Agency shall implement the provisions of such Procurement Lobbying Law for any contract or other agreement for any procurement involving an estimated annualized expenditure in excess of \$15,000.

The person authorized to be the contact for the Agency with respect to all procurements covered by the Procurement Lobbying Law (i.e., the Contracting Officer unless otherwise determined by the members of the Agency) shall be as set forth in Section 139-j(2)(a) of the Public Authorities Law and the activities of such contact person shall be reviewed at least annually by the Board to ensure that said person's activities with respect to Agency's procurements are in full compliance with applicable law.

Potential offerors/bidders shall be advised by the Contracting Officer that they are not permitted to contact any other Agency personnel in contravention of Section 139-j(10) of the Public Authorities Law. Each member, officer, director, agent and employee of the Agency shall report any such unauthorized contact to the general counsel to the Agency. General counsel to the Agency shall investigate any allegations of unauthorized contact and report in writing the findings of such investigation to the members of the Agency.

C. Comments concerning this Policy shall be solicited from the members of the Agency from time to time and the Agency should review this Policy annually.

D. The CEO shall present any legal issues regarding the applicability of the provisions of this Policy to the Agency's General Counsel.

E. Subject to the foregoing limitations on the awards of contracts for goods and services, the CEO and Chief Financial Officer (the "CFO") are authorized and empowered to request proposals and/or qualifications and otherwise obtain information regarding potential Agency contracts.

F. The foregoing procedures are in addition to and not in lieu of the safeguards and procedures adopted by the Agency from time to time regarding check writing authority an the Agency's budget process.

G. In the absence or unavailability of the Agency's CEO to act as aforesaid, the CFO is authorized to award any contracts with the same authority of the CEO as aforesaid.

H. The Agency may, from time to time, adopt different procedures, or deviate from any of the above procedures, on a case-by-case basis.

I. Pursuant to Section 104-b of the GML, the unintentional failure to fully comply with the provisions of this Policy shall not be grounds to void action taken or give rise to a cause of action against the Agency or any member, officer or employee thereof.

Town of Babylon Industrial Development Agency
Personnel Policy

Employment at Will

This description of policies should not be construed as a contract of employment or a statement that these policies will not change. Continued employment of an individual shall be at the will of the Agency, subject only to the applicable laws forbidding discrimination.

Work Day

Normal work hours are 9:00 a.m. to 4:30 p.m. Monday-Friday. Employees shall receive one break a day not to exceed fifteen (15) minutes in duration. A one-half (1/2) hour lunch will be provided to all employees of the Agency. Agency employees shall work a thirty five (35) hour workweek.

Holidays

The Agency observes the following as paid holidays. When they fall on Saturday, they will be taken on the preceding workday. When they fall on Sunday, they will be taken on the following workday.

New Year's Day
Martin Luther King Jr.'s Day
Abraham Lincoln's Birthday
George Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

If a holiday(s) falls within the vacation period of an employee, the employee will not be charged for a vacation day(s) within his/her vacation period.

Time Recording

All employees are responsible for the correct recording of time worked.

Each employee is responsible for the correct entry on his or her time sheet. Each employee will immediately record what time he or she arrived at work and when he or she left work. Failure to enter accurate work time, in and out, can lead to disciplinary action up to and including termination.

All employees shall submit their timesheets to the proper supervisor in a timely manner. After being reviewed and countersigned by the supervisor, the timesheet will be inserted into the employee's personnel folder. Timesheets found in Exhibit A shall be used to record time and accruals.

The Chief Executive Officer shall submit his or her timesheet to the Chief Financial Officer in a timely manner. The Chief Financial Officer shall countersign the timesheet and submit it to the Chairperson of the Board of Directors who shall also countersign at the next available meeting of the Board of Directors.

Any employee found guilty of falsifying time recording will be subject to disciplinary action, including termination of employment and claw back of pay.

Attendance & Work Schedule

The Town of Babylon Industrial Development Agency (the "Agency") establishes an alternative work schedule (an "AWS") program that allows employees to elect, by written request, into either the use of flexible schedules or compressed schedules. In both cases the employee is expected to work 70 hours during the biweekly pay period (basic work requirement).

I. In the case of flexible schedules set:

- (1) designated hours and days during which an employee on such a schedule must be present for work; and
- (2) designated hours during which an employee on such a schedule may elect the time of such employee's arrival at and departure from work, solely for such purpose or, if and to the extent permitted, for the purpose of accumulating 50 to reduce the length of the workweek or another workday.

- II. In the case of compressed schedules allow for programs which use a 4-day workweek or other compressed schedule.
- III. An election by an Agency employee into an AWS shall be subject to limitations generally prescribed to ensure that the duties and requirements of the employee's position are fulfilled.

If the Chief Executive Officer (the "CEO") of the Agency determines that any duties of an employee within the Agency who is participating in the program is being substantially disrupted in carrying out his/her functions or is incurring additional costs because of such participation, the CEO may—

- (1) restrict the employees' choice of arrival and departure time,
- (2) restrict the use of credit hours, or
- (3) exclude from such program any employee or group of employees.

IV. Special Procedures for Time Accounting

- 1. The Agency shall establish a time accounting method that provides the CEO with affirmative or personal knowledge of each employee's entitlement to pay by showing the number of hours of duty, attendance, and the nature and length of absences.
- 2. When the CEO cannot approve from personal knowledge the entitlement to pay for an employee on an alternative work schedule, the following shall ensure adequate controls
 - a. Sign-in/sign-out sheets. Each employee is required to enter his or her name, time of arrival and departure, and other exceptions to the normal workday.
 - b. Work output assessment. The CEO shall determine the reasonableness of the work output for the time spent.

V. Credit Hours

Those hours within an alternative work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday.

Credit hours can be applied to a future basic work requirement to meet the 70 hour bi-weekly requirement. Credit hours do not have to be

officially ordered an approved in advance by the CEO. Accumulated credit hours are to be recorded on the employee's time sheet

An employee may not be paid overtime, weekend, holiday, night, or other premium pay for credit hours. Credit hours may not be used in lieu of sick time, vacation time, or personal days, and vice versa.

The maximum number of yearly-accumulated credit hours will be capped at 35 hours. When an employee is no longer employed by the Agency, the employee will not be paid for accumulated credit hours. The accumulated credit hours will not be used in determining any benefit from the New York State Employee Retirement System.

VI. Telework

Employees with the express consent of the CEO shall be allowed to telework. In a written request employees shall list scheduled work times as well as the locations from which they will telework. The CEO has the authority to call or visit such locations during the employee's scheduled work time. The Agency shall not incur any cost for such telework.

If the CEO assigns an employee telework

- 1) In the case of special situations
- 2) To improve Continuity of Operations to help ensure that essential Agency functions continue during emergency situations;
- 3) To promote management effectiveness to target reductions in management costs and environmental impact and transit costs

The employee is responsible to account for his/her time as required in section IV and excess hours can be used as described in Section V.

VII. Miscellaneous

In the case of an Agency closure or dismissal the employee will be credited with the intended hours to be worked that day. AWS may necessitate changes in payroll procedures; the Chief Financial Officer (the "CFO") will address such changes as they may occur. Any questions regarding the AWS policy should be addressed to the CFO. The CEO may amend the AWS policy at anytime. A determination in

regard to this policy must be submitted to the CEO in writing. The CEO's decision may be appealed to the Board.

Sick Leave

Agency employees shall be granted twelve (12) days of sick leave at the beginning of the year. Employees who commence employment after the first shall receive pro-rated sick leave time for that year.

In order that absence, because of personal illness may be charged to accumulated sick leave, it must be reported by the employee, to the Chief Executive Officer, on the first working day of such absence. If the employee is absent for 7 consecutive calendar days, it will be the employee's responsibility to present prior to the next pay period, documentation from a physician of the employee's choice which certifies as to the employee's continued disability. Sick leave time may be rolled over until the employee has accrued twenty-five (25) days. Sick leave shall be for the employee's preventative care or for mental or physical illness, injury or health condition.

Sick leave may be taken in either a half or full work day increment.

Personal Leave

Agency employees shall receive five personal leave days per year. The five days shall be made available on January 1st of each year. Employees who commence employment after the first shall receive pro-rated personal leave time for that year. Personal leave time does not roll over.

Personal leave may be used for religious observances, extreme emergency, pressing personal obligations, and inclement weather conditions. Approval for personal leave must be requested in advance from the Chief Executive Officer, whenever possible.

Personal leave may be taken in either a half or full work day increment.

Vacation

Agency Employees will receive fifteen vacation days per year. Employees who commence employment after the first shall receive pro-rated vacation days for that year. Vacation time may be rolled over to the next calendar year not to exceed five (5) vacation days. Such rollover shall be at the sole discretion of the Chief Executive Officer. Roll over time must be used by May 31st of the following calendar year rollover over into it.

Requests for vacation leave in excess of three (3) working days shall be submitted to the Chief Executive Officer at least one calendar month prior to the beginning date of the vacation. Request will be approved according to the workload of the Agency. Conflicts in scheduling of annual leave will be resolved by the Chief Executive Officer.

Vacation leave may be taken in either a half or full work day increment.

Dental Insurance

Provided to Agency employees cost free.

Vision Insurance

Provided to Agency employees cost free.

Health Insurance

A. Eligibility

- 1) Agency employees who have five years of service with the Agency and retire shall have his or her health insurance premiums fully paid by the Agency covering eligible dependents as defined under the insurance policy in existence at the time of retirement. All Agency employees who commence employment with the Agency on or after January 1, 2009 and have 10 years of employment with the Agency and retire shall have his or her health insurance premiums fully paid by the Agency covering eligible dependents as defined under the insurance policy in existence at the time of retirement.
- 2) All Agency employees who commence employment with the Agency on or after January 1, 2009, shall be required to pay 25% of the premium of the plan they choose and continue to do so for a period of 10 years. At the completion of his or her 10th year, such employee's health insurance shall be fully paid by the Agency
- 3) All employees who were in continuous employment with the Agency prior to January 1, 2004, shall be provided health insurance, free of cost, from his or her date of hire with the Agency.

- B. In addition, an employee who is absent from work due to an extended illness shall have his/her health insurance paid for by the

Agency up to one year. Such coverage may be extended upon approval of the Agency's Board of Directors.

Longevity

Agency employees shall be eligible to receive longevity payments in the amounts prescribed below provided they have total service with the Agency from his or her date of hire for the following periods of time:

5 years.....	\$300.00
10 years.....	\$800.00
15 years.....	\$1,000.00
20 years.....	\$2,500.00

A break in service of more than one year shall require a new period for determining the date of hire. Longevity payments shall be made in the first week of December or nearest payroll to it and each year thereafter during the same period. In addition eligibility is predicated upon an employee reaching his or her anniversary date in the year that they reach his or her fifth, tenth, fifteenth and twentieth year of service.

Child Care Leave/Ordinary Leave of Absence

The Agency's CEO shall grant agency employees up to one year of childcare or ordinary leave of absence without pay upon approval of the Chief Executive Officer and adoption by the Board of Directors. Prior to an Agency employee being granted such leave, they must first use all accruals held in his or her accounts. That is vacation and personal leave must first be used prior to ordinary leave being taken and vacation, sick and personal leave must first be used prior to childcare leave being taken.

Funeral Leave

Agency employees shall be entitled to funeral leave with pay, not to exceed five workdays to arrange for and attend the funeral, or sit Shiva, of a member of his or her immediate family. Upon demonstration of need, an Agency employee may be granted four additional funeral days. The same number of days shall be granted to an Agency employee if he or she is the only living relative of the deceased.

Disability Plan

Agency employees will be provided with a long and short term disability plan which shall cover them for illness incurred that are not job related. There will be two types of coverage defined as follows

Short Term Disability: The interim period of time not covered by long term disability when the employees required accruals expire and for such time the employee would not otherwise derive income. The Agency will provide the same benefits (up to ninety (90) days) as the long term coverage for this interim period through its plan.

Long Term Disability: The coverage which the plan provides after an employee has been absent due to illness for a period of ninety (90) days from the time the employee's required accruals expire.

An employee becomes eligible to receive disability only after such employee utilizes all accruals in his or her account or fifteen (15) days of accrued leave, whichever is less.

Tuition Reimbursement

All Agency employees with at least six months of service shall be eligible for tuition reimbursement for a job-related course. Eligible employees shall submit their request for tuition reimbursement, prior to matriculation, to the CEO.

Tuition for job-related course shall be reimbursed to the eligible employee as follows:

- 1) One Hundred Percent (100%) for a grade of A
- 2) Eighty Percent (80%) for a grade of B
- 3) Sixty Percent (60%) for a grade of C
- 4) Fifty Percent (50%) for a grade of D
- 5) If a course is pass or fail, the employee shall receive reimbursement for seventy five percent (75%) upon passing or zero percent (0%) if the employee fails.

Attendance at Conventions

The CEO of the Agency has the power to approve attendance at conventions and conferences that further promote the mission of the Agency. Written authorization from the CEO shall be sufficient to authorize payment for expenses allowable under law upon presentation of proper claims to the Chief Financial Officer.

Mileage Reimbursement

The Agency shall provide mileage to Agency employee at the rate set by the Internal Revenue Service. Employees shall receive reimbursement under the following conditions:

- 1) Mileage will be granted from the Agency office to the work assignment location(s) the employee is traveling to and return mileage to the Agency Office
- 2) If an Agency employee is starting from their residence and directly traveling to the first work assignment on Agency business, mileage will be awarded from the residence. This is also the case in reverse at the end of workday.
- 3) In addition to a mileage allowance, the Agency will pay any tolls and parking of the employee while on official Agency business.

Gifts

No Agency employee shall accept gifts exceeding seventy five dollars (\$75) in value in a calendar year. No Agency employee shall accept any gifts from a bidder or proposer on an Agency Contract.

Any Agency employee, who receives a gift in excess of the limitations in this section, must either return the gift or donate it to a charity within thirty (30) days after receipt. Agency employees should keep a log of all gifts received and the value, source, and disposition of gifts.

Confidential Information

Agency employees shall maintain the confidentiality of any confidential information relating to contracts, procurement, litigation strategy, personnel files, employee medical information, or other proprietary information to which they have access through their employment with the Agency. Such confidentiality shall be maintained during and after such employment with the Agency. Agency employees shall not use confidential information for any purpose other than in the performance of their job for the benefit of the Agency. Confidential information shall only be disclosed to authorized persons.

Use of Agency Assets

Agency employees shall not use any Agency assets for personal gain or any other purpose other than Agency business. Agency assets include, but are

not limited to, time, facilities, equipment, stationary, records, mailing lists, supplies, prestige or influence.

Agency telephones, computers, e-mail and Internet access are provided for the purpose of conducting Agency business. Subject to the restrictions in this section and if permitted by the Chief Executive Officer, some occasional and limited personal use is allowed so long as it does not interfere with the performance of the employee's Agency duties and does not result in additional expense to the Agency. However, Agency telephones, computers, e-mail and Internet access shall not be used for chain emails, religious or political advocacy, excessive personal communication, personal financial gain, to seek outside employment, for any purpose that would reasonably be viewed as abusive, harassing, hostile or intimidating to Agency clients or employees, to access entertainment or sexually explicit sites, or for any use otherwise prohibited by law. The Agency reserves the right to monitor and review all records of usage by Agency employees of any Agency assets. No use of Agency telephones, computers, email or Internet access, or use of any other Agency asset, shall be private to the employee, and no Agency employee shall be given any basis for an expectation of privacy in any such use.

Political Activity

Members and employees of the Agency may be engaged as private individuals in political activity. However, they must be extremely cautious to keep those activities separate from the affairs of the Agency to avoid misrepresentation or public confusion between private behavior and public actions on the part of the Agency. Members and employees are advised to express such personal opinions with prudence as they may likely be afforded special significance in terms of public influence. When speaking in public, members and employees should strive to separate a discussion of issues from an assertion favoring or opposing candidates for office. Members and employees are not authorized to employ the name or image of the Agency for campaign purposes.

No member or employee may represent the opinion of the Agency or offer public comment on an issue that may be construed to represent the opinion of the Agency without the prior knowledge and consent of the Agency. Members and employees may make comments that represent personal opinions on public issues, but they must be qualified as personal comments and not representative of the viewpoint of the Agency.

Agency funds for advertising or promotional materials shall not depict elected government officials in either print or electronic media.

Equal Employment Opportunity

The Agency provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex national origin, age, disability or genetics. In addition to federal law requirements, the Agency complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Agency has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The Agency expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of the Agency's employees to perform their job duties may result in discipline up to and including discharge.

Any employee or potential employee who believes the Agency has not followed this policy should immediately report such to the Chairperson of the Board of Directors.

Sexual Harassment

See Schedule A.

Family and Medical Leave Act (FMLA)

See Schedule B.

Resignation

In the event of resignation an employee of the Agency shall give three weeks notice.

Termination

The Agency reserves the right to terminate employees immediately. Upon termination, the key to the office should be turned in to the Chief Executive

Officer along with a written status report on all current projects including present files and work material.

Any employee who is terminated, except those terminated due to gross malfeasance, may appeal the decision to the Board by writing a letter to the Chairperson. The Board's decision shall be final.

Amendments to Personnel Policy

The Agency's CEO shall have the power to amend this policy at any time.

Workplace Safety & Security

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at the Agency

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, periodic, post-accident and reasonable suspicion testing upon selection or request of management.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP), Barbiturates, Benzodiazepines, Methaqualone, Methadone and Propoxyphene.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine, blood, hair, saliva and sweat.

Any employee who tests positive will be immediately removed from duty, suspended without pay for a period of 30 days, referred to a substance abuse professional for assessment and recommendations, required to successfully

complete recommended rehabilitation including continuing care, required to pass a Return-to-Duty test and sign a Return-to-Work Agreement, subject to ongoing, unannounced, follow-up testing for a period of five years and terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

The Agency may conduct criminal record checks as part of the application or licensing process. This search may include appropriate court records relating to the applicant's county of residence for evidence of felony and/or misdemeanor convictions and potentially searches of the New York criminal offender record information (CORI) database, and/or other state-by-state or national criminal databases followed by verifying county searches. Where a criminal record check is part of a general background check for employment, volunteer work, or licensing purposes, the following practices and procedures will generally be followed.

- 1) Criminal record checks will be conducted in accordance with applicable law. Applicants or employees will be notified if a criminal record check will be conducted and will be asked to complete a Disclosure and Authorization form in accordance with the Fair Credit Reporting Act (FCRA) and/or CORI request form authorizing the Agency to conduct a criminal record search. If requested, the applicant or employee will be provided with a copy of this criminal background check policy.
- 2) Agency personnel with responsibility for reviewing CORI reports in the decision-making process will be familiar with the educational materials made available by the Department of Criminal Justice Information Services (DCJIS).
- 3) Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant or employee. Rather, determinations of suitability based on criminal record checks will be

made consistent with this policy and any applicable law or regulations.

- 4) If a criminal record is received, the authorized individual will closely compare the record provided with the information on the Disclosure and Authorization Form or CORI request form, and any other identifying information provided by the applicant or employee, to ensure the record relates to the applicant or employee.
- 5) If the Agency is inclined to make an adverse decision based on the results of the criminal background check, the applicant or employee will be notified immediately. The applicant or employee will be provided with a copy of the criminal record, the Agency's criminal background policy, and the FCRA Summary of Rights, and will be advised of the part(s) of the record that make the individual unsuitable for the position or license. The Agency will provide the applicant or employee with an opportunity to dispute the accuracy and relevance of the criminal record.
- 6) Applicants or employees challenging the accuracy of a criminal record shall be provided a copy of DCJIS' Information Concerning the Process in Correcting a Criminal Record. If the criminal record provided does not exactly match the identification information provided by the applicant or employee, the Agency will make a determination based on a comparison of the criminal record and documents provided by the applicant or employee. In the event that criminal record information is obtained through the CORI database, the Agency may contact DCJIS and request a detailed search consistent with DCJIS policy.
- 7) If the Agency reasonably believes the record belongs to the applicant or employee and is accurate, then the Agency will determine the applicant or employee's suitability for the position or license at issue. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - a) Relevance of the crime to the position sought;
 - b) The nature of the work to be performed;
 - c) Time since the conviction;
 - d) Age of the candidate at the time of the offense;
 - e) Seriousness and specific circumstances of the offense;

- f) The number of offenses;
 - g) Whether the applicant has pending charges;
 - h) Any relevant evidence of rehabilitation or lack thereof;
 - i) Any other relevant information, including information submitted by the candidate or requested by the hiring authority
- 1) The Agency will notify the applicant or employee of the decision and the basis of the decision in a timely manner.

Professional Conduct & Dress Code

It is the policy and expectation of the Agency that all employees and members will conduct themselves in a professional manner in all of their interactions with clients, members of the public, Town employees, and each other. The employee is expected to promote excellence, integrity and altruism in all of his or her activities; to assure that all persons are treated with respect, dignity and courtesy; and to promote constructive communication and collaborative teamwork.

The Agency permits a business casual dress code, except during specified and announced periods by the Chief Executive Officer. Employees who must leave work to change clothes for business reasons will use personal time or vacation time to do so. When meeting clients, business dress guidelines must be observed, unless the client has specifically requested otherwise.

Disabled Employees

The Agency is committed to complying with all provisions of the laws applicable to disabled employees. It is the Agency's policy to be non-discriminatory with any qualified employee with regard to any term, condition, or privilege of employment because of such individual's disability so long as the employee can perform the essential functions of the job with or without reasonable accommodation. Consistent with the policy of non-discrimination, the Agency will provide reasonable accommodation to a qualified individual with a disability, as defined by law, provided that such accommodation does not constitute an undue hardship on the Agency.

Residency Requirement

There shall be no residency requirements set by the Agency as a condition of employment. Employees are encouraged to maintain a commitment of

involvement with the community in which they work and with the government that employs them.

Personnel Records

Personnel files shall be maintained in the offices of the Agency for each employee. These records are considered highly confidential. Each current employee has a right to review his or her record in the presence of the Chief Financial Officer. The Chief Executive Officer and Board Members shall also have access to these records, when authorized by the Chief Financial Officer. Current employees have a right to attach a written statement disputing documents placed in their personnel file.

Dual Employment

An Agency employee may not engage in outside employment, including self employment, which conflicts with his or her duties or responsibilities of the Agency or which otherwise adversely affects his or her job performance. All Agency employees are prohibited from any pecuniary relationship with any clients of the Agency or any bidders or contract awardees of the Agency. All employees presently engaged in planning to engage in such outside employment must inform the Chief Executive Officer in writing. The Agency reserves the right in its sole discretion to determine whether dual employment is in violation of this policy.

Expenses

All requests for reimbursements for expenses incurred while on Agency business must be submitted to the Chief Financial Officer. All receipts for incurred expenses must be submitted with a single form stating the total. The Chief Financial Officer must approve all forms, for the exception of the expenses incurred by the Chief Executive Officer whose form must be countersigned by the Chairperson of the Board. Employees must submit expenses no later than two months following their incurring that expense to receive reimbursement.

Employees are not to utilize their personal funds to make significant purchases for the Agency without the approval of the CEO. In the case of minor purchase (under \$1,000), the employee, may with the approval of the Chief Executive, utilize their personal funds and receive reimbursement for same. Such situations include but are not limited to: 1)meals 2)parking 3)professional certification. Reimbursements for such expenses must be submitted in the same manner as described above.

Retirement Benefits

The Agency and all employees are members of the New York State and Local Retirement System (NYSLRS). Enrollment in the program is compulsory for full-time employees. Each individual employee's retirement benefit is based on factors such as tier, retirement plan, service credit, final average salary (FAS) and age at retirement as set by NYSLRS. The Agency shall meet all its retirement obligations.

In addition to NYSLRS the Agency and its employees are eligible for the New York State Deferred Compensation Plan (NYSDCP) a voluntary 457(b) retirement savings plan. Contributions and benefits are set by NYSDCP.

New York State Worker's Compensation

Agency employees are covered under New York State Worker's Compensation Insurance. Should an employee sustain a work-related injury, he or she must immediately notify the Chief Executive Officer and the Chief Financial Officer.

Jury Duty

The Agency will grant leave for permanent employees called for jury duty and will pay the employee his or her regular salary less any compensation received for the jury service. The maximum amount of leave to be granted for jury duty shall be five (5) days. If additional time is needed the Agency's Board of Directors must approve.

Unemployment Insurance

The Agency provides unemployment insurance coverage for its employees.

Salary Deductions

The Agency shall make the following automatic salary deductions as required by state and federal law:

- 1) Federal Income Tax
- 2) New York State Income Tax
- 3) FICA/Medicaid

The Agency shall make the employer contribution as required by state and federal law.

Voluntary deductions will be made with the employee's written consent. Court ordered garnishments will be made automatically.

Schedule A

Purpose and Goals

The Town of Babylon IDA is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the Town of Babylon IDA recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of The Town of Babylon IDA commitment to a discrimination-free work environment.

Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with The Town of Babylon IDA. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

Sexual Harassment and Discrimination Prevention Policy:

1. The Town of Babylon IDA policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with The Town of Babylon IDA. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the company.

2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of The Town of Babylon IDA who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform the Chief Executive Officer, Chairperson of the Board of Directors or Executive Assistant. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on Legal Protections.
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject to The Town of Babylon IDA to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.
5. The Town of Babylon IDA will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The Town of Babylon IDA will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, The Town of Babylon IDA will act as required. In addition to any required discipline, The Town of Babylon IDA will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.
6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Chief Executive Officer, Chairperson of the Board of Directors or Executive Assistant.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of The Town of Babylon IDA policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or

- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.

- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.

- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However,

the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to the Chief Executive Officer, Chairperson of the Board of Directors or Executive Assistant. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to the Chief Executive Officer, Chairperson of the Board of Directors or Executive Assistant. If the Chief Executive Officer is involved in the harassing activity, the violation should be reported to the Chairperson of the Board of Directors.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

Supervisors have a responsibility to prevent sexual harassment and discrimination. Supervisors who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the Chief Executive Officer, Chairperson of the Board of Directors or Executive Assistant should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors will also be subject to discipline for engaging in any retaliation.

While supervisors have a responsibility to report harassment and discrimination, supervisors must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Town of Babylon IDA will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

The Town of Babylon IDA recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the Chief Executive Officer, Chairperson of the Board of Directors or Executive Assistant.

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, [the Chief Executive Officer, Chairperson of the Board of Directors or Executive Assistant] will prepare a complaint form or equivalent documentation based on the verbal reporting;

2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. [the Chief Executive Officer, Chairperson of the Board of Directors or Executive Assistant] will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by The Town of Babylon IDA, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights:

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to The Town of Babylon IDA does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1(800) HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission:

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing employees at The Town of Babylon IDA and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

Schedule B

Family and Medical Leave Act (FMLA)

The Agency will comply with the Family and Medical Leave Act implementing Regulations as revised effective February 2013. The Agency posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact the Chief Executive Officer in writing.

A. General Provisions

Under this policy, The Agency will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the Agency for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

C. Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a **spouse, child or parent with a serious health condition (described below).
- 4) The serious health condition (described below) of the employee. An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the Agency's sick leave policy are encouraged to consult with the Human Resource Manager.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Agency may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- 5) Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- a. short-notice deployment.
- b. military events and activities, 3) child care and school activities,
- c. financial and legal arrangements, 5) counseling, 6) rest and recuperation, (7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered servicemember.

- a) A “son or daughter of a covered servicemember” means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- b) A “parent of a covered servicemember” means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in law.”
- c) Under the FMLA, a “spouse” means a husband or wife as defined under the law in the state where the employee resides.
- d) The “next of kin of a covered servicemember” is the nearest blood relative, other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(j).

“Covered active duty” means:

- (a) “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- (b) “Covered active duty” for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign

country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of title 10, United States Code. (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

- 6) Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran.
An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks in a single 12-month period to take care of leave to care for that servicemember.
Next of kin is defined as the closest blood relative of the injured or recovering servicemember.

The term "covered servicemember" means:

- (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term "serious injury or illness means:

- (a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

(b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

(c) Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

D. Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The Agency will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Agency will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the Agency will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the Agency and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the Agency and each wishes to take leave to care for a covered injured or ill servicemember, the husband and wife may only take a combined total of 26 weeks of leave.

E. Employee Status and Benefits During Leave

While an employee is on leave, the Agency will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Agency will require the employee to reimburse the Agency the amount it paid for the employee's health insurance premium during the leave period.

Under current Agency policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The Chief Financial Officer must receive the payment on the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

F. Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The Agency may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

G. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family, leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the Agency's sick leave policy) prior to being eligible for unpaid leave.

H. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The Agency may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Agency and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the Agency before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

I. Certification for the Employee's Serious Health Condition

The Agency will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

The Agency may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The Agency will not use the employee's direct supervisor for this contact. Before the Agency makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Agency will obtain the employee's permission for clarification of individually identifiable health information.

The Agency has the right to ask for a second opinion if it has reason to doubt the certification. The Agency will pay for the employee to get a certification from a second doctor, which the Agency will select. The Agency may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Agency will require the opinion of a third doctor. The Agency and the employee will mutually select the third doctor, and the Agency will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

J. Certification for the Family Member's Serious Health Condition

The Agency will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The Agency may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The Agency will not use the employee's direct supervisor for this contact. Before the Agency makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Agency will obtain the employee's family member's permission for clarification of individually identifiable health information.

The Agency has the right to ask for a second opinion if it has reason to doubt the certification. The Agency will pay for the employee's family member to get a certification from a second doctor, which the Agency will select. The Agency may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Agency will require the opinion of a third doctor. The Agency and the employee will mutually select the third doctor, and the Agency will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

K. Certification of Qualifying Exigency for Military Family Leave

The Agency will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

L. Certification for Serious Injury or Illness of Covered Servicemember for

Military Family Leave

The Agency will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember .

M. Recertification

The Agency may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Agency may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The Agency may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

N. Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR manager. Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Agency's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

O. Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

P. Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the Agency may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY

POLICY REGARDING PUBLIC COMMENTS AT TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY MEETINGS

The Town of Babylon Industrial Development Agency ("Agency") encourages public input and participation. Toward this end, the Agency has developed a set of rules that will allow for the efficient, effective and orderly receipt of public comments during its regularly scheduled meetings and public hearings. The following rules will apply to any individual except Board members, Agency staff, applicants and applicant representatives, that desire to provide comments to the Agency at such meetings of the Board of the Agency:

- At the end of each meeting of the Agency, a certain time will be set aside for the receipt of public comment.
- Those wishing to speak will be required to enter their name and relevant contact information on a card or sign-in sheet provided by the Agency.
- Each speaker will be limited to one three (3) minute period.
- Speakers may not question the members of the Agency or any Applicant; however, the members of the Agency may question speakers for the purpose of clarification.
- Upon a motion and majority vote of the members, the public comment period may be suspended and/or extended or the rules waived.
- The Agency will accept written comments at the meeting or within twenty four (24) hours prior to such meeting.
- The Agency will enter all written comments received within the time specified herein as part of the meeting record and will make reasonable efforts to document verbal comments.

SCHEDULE A

Babylon Industrial Development Agency

AQUISITON OF REAL PROPERTY POLICY

I. Introduction

The following policy sets forth for the Town of Babylon Industrial Development Agency (the "Agency") its operative policy and instruction regarding its acquisition of real property. This policy is not intended to be applicable to the Agency's acquisition of real property in conjunction with a straight-lease or bond financing transaction as defined under the New York State General Municipal Law.

II. Acquisitions

Real property may be purchased, leased, or otherwise acquired by the Agency for purposes of use, resale, lease, or otherwise as long as such acquisition and accompanying purpose shall be in furtherance of this Agency's purposes as set forth under Article 18-A of the New York State General Municipal Law, as may be amended from time to time, and the Agency's mission, policies, and goals. The Contracting Officer for all property acquisition shall be the Chief Executive Officer of the Agency or his designee.

III. Approvals

The Contracting Officer shall first make a determination that a particular real property acquisition is in furtherance of the Agency's purposes or is otherwise important and necessary to the Agency. The Contracting Officer shall approve the initial terms and conditions of the real property acquisition, which terms and conditions shall be expressly subject to the approval of the Members of the Agency and, if necessary, a satisfactory real property appraisal as set forth below. The Contracting Officer shall put forth the proposed real property acquisition, and the terms and conditions thereof to the Members of the Agency for their consideration and approval. All acquisition of real property must be approved by the Members.

IV. Appraisals

For all real property acquisition with a purchase price of \$100,000.00 or more, following the approval of the Members of the Agency to such real property acquisition as described herein, the Agency shall obtain an appraisal of the real property to be acquired from a real estate appraiser duly licensed in the State of New York and with experience appraising the particular type of real property being acquired by the Agency. In the event the purchase price for the real property exceeds the appraised value by more than 20% the Agency must either:

- a.) Not acquire the real property; or,
- b.) Renegotiate the purchase price to an amount within 20% of the appraised value and acquire the real property; or,
- c.) At the subsequent Member meeting make a determination that, notwithstanding the appraised value, the Agency will proceed with the real property acquisition at the stated price as such acquisition is vitally important to the Agency's purpose and is otherwise important and necessary.

SCHEDULE A

TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY

CODE OF ETHICS FOR THE TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY

Statement of Purpose:

The Code of Ethics (the "Code") is a public statement by the Town of Babylon Industrial Development Agency (the "Agency") that sets clear expectations and principles to guide practice and inspire professional excellence. The Agency believes a commonly held set of principles can assist in the individual exercise of professional judgment. This Code speaks to the core values of public accountability and transparency. The purpose of having a code of ethics and practices is to protect the credibility of the Agency by ensuring high standards of honesty, integrity, and conduct of staff. To that end, this Code of Ethics attempts to accomplish this by articulating the ethical standards observed by the Agency in pursuing and implementing economic development initiatives, and setting rules and policies that prevent conflicts of interest.

Rule with respect to conflicts of interest:

No officer, Member of the Board or employee of the Agency should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his or her duties in the public interest.

Standards:

- a. No officer, Member of the Board or employee of the Agency should accept other employment which will impair his or her independence of judgment in the exercise of his or her official duties.
- b. No officer, Member of the Board or employee of the Agency should accept employment or engage in any business or professional activity which will require him or her to disclose confidential information

which he or she has gained by reason of his or her official position or authority.

- c. No officer, Member of the Board or employee of the Agency should disclose confidential information acquired by him or her in the course of his or her official duties nor use such information to further his or her personal interests.
- d. No officer, Member of the Board or employee of the Agency should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself, herself or others.
- e. No officer, Member of the Board or employee of the Agency should engage in any transaction as representative or agent of the Agency with any business entity in which he or she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his or her official duties.
- f. An officer, Member of the Board or employee of the Agency should not by his or her conduct give reasonable basis for the impression that any person can improperly influence him or her, unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by the kinship, rank, position or influence of any party or person.
- g. An officer, Member of the Board or employee of the Agency should abstain from making personal investments in enterprises which he or she has reason to believe may be directly involved in decisions to be made by him or her, or which will otherwise create substantial conflict between his or her duty in the public interest and his or her private interest. Nothing contained within this Policy however, shall prohibit an officer, member of the board, or employee of the Agency from obtaining interests in mutual funds which may include within its investment portfolio, bonds, debentures, notes or other evidence of indebtedness of the Agency; provided however, that the Agency's bonds, debentures, notes or other evidence of indebtedness may not make up more than ten percent (10%) of the mutual fund's total portfolio and the officer, Member of the Board, or employee of the Agency may not exercise any discretion with respect to the investments made by the mutual fund company.
- h. An officer or employee of the Agency should endeavor to pursue a course of conduct which will not raise suspicion among the public that he or she is likely to be engaged in acts that are in violation of his or her trust.

- i. No officer or employee of the Agency employed on a full-time basis, nor any firm or association of which such an officer or employee is a member, nor any corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer, member of the board or employee, should sell goods or services to any person, firm, corporation or association which receive financial assistance from the Agency.
- j. If an officer, Member of the Board or employee of the Agency shall have a financial interest, direct or indirect, having a value of ten thousand dollars or more in any activity which is the subject of an Agency Project (as such term is defined in Article 18-A of the General Municipal Law, he or she must file with Agency a written statement that he or she has such a financial interest in such activity which statement shall be open to public inspection.
- k. No officer, Member of the Board or employee of the Agency shall accept or arrange for any loan or extension of credit from the Agency or any affiliate of the Agency.

Violations:

In addition to any penalty contained in any other provision of law any such officer, member of the board or employee who shall knowingly and intentionally violate any of the provisions of this Code of Ethics may be fined, suspended or removed from office or employment in the manner provided by law.

TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY

Whistle-Blower Protection/Code of Conduct Policy

In keeping with the policy of maintaining the highest standards of conduct and ethics the Town of Babylon Industrial Development Agency (the "Agency") will investigate any suspected Fraudulent or Dishonest Conduct by an employee, board member or agent of the Agency. The Agency is committed to maintaining the highest standards of conduct and ethical behavior and promotes a working environment that values respect, fairness and integrity. All employees, board members and agents shall act with honesty, integrity and openness in all their dealings as representatives for the organization. Failure to follow these standards will result in disciplinary action including possible termination of employment, dismissal from one's board or agent duties and possible civil or criminal prosecution if warranted.

Employees, board members, consultants and agents are encouraged to report suspected acts of Fraudulent or Dishonest Conduct by an employee, board member or agent of the Agency, (i.e. to act as "Whistle-Blower"), pursuant to the procedures set forth below.

Reporting

A person's concerns about suspected acts of Fraudulent or Dishonest Conduct by an employee, board member or agent of the Agency should be reported to the Chief Executive Officer of the Agency. If for any reason a person finds it difficult to report his or her concerns to the Chief Executive Officer, the person may report the concerns directly to any board member. Alternately, to facilitate reporting of suspected violations where the reporter wishes to remain anonymous, a written statement may be submitted to any one of the individuals listed above.

Definitions

Baseless Allegations: Allegations made with reckless disregard for their truth or falsity. People making such allegations may be subject to disciplinary action by the Agency, and/or legal claims by individuals accused of such conduct.

Fraudulent or Dishonest Conduct: The act of wrongdoing, misconduct, malfeasance or other inappropriate behavior by an employee, board member or agent of the Agency, including a deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Examples of such conduct include, but are not limited to:

- forgery or alteration of documents;
- unauthorized alteration or manipulation of computer files;
- fraudulent financial reporting;
- pursuit of a benefit or advantage in violation of the Agency's Conflict of Interest Policy;
- misappropriation or misuse of the Agency's resources, such as funds, supplies, or other assets;
- authorizing or receiving compensation for goods not received or services not performed;
- authorizing or receiving compensation for hours not worked; and
- the violation of any Law, Rule or Regulation.

Law, Rule or Regulation: Any duly enacted statute, or ordinance or any rule or regulation promulgated pursuant to any federal, state or local statute or ordinance.

Public Body: includes the following:

- The United States Congress, any state legislature, or any popularly-elected local governmental body, or any member or employee thereof;
- Any federal, state, or local judiciary, or any member or employee thereof, or any grand or petit jury; and
- Any federal, state, or local law enforcement agency, prosecutorial office, or police or peace office.

Retaliatory Personnel Action: The discharge, suspension or demotion of an employee, or other adverse employment action taken against the employee in the terms and conditions of employment, including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or fees.

Whistle-Blower: An employee, consultant or agent who informs the Chief Executive Officer, any board member, or Public Body pursuant to the provisions of this policy about an activity relating to the Agency which that person believes to be Fraudulent or Dishonest Conduct.

Rights and Responsibilities

Supervisors

The Chief Executive Officer is required to report suspected Fraudulent or Dishonest Conduct to the Chair of the Board.

Reasonable care should be taken in dealing with suspected Fraudulent or Dishonest Conduct to avoid:

- baseless Allegations;
- premature notice to persons suspected of Fraudulent or Dishonest Conduct and/or disclosure of suspected Fraudulent or Dishonest Conduct to others not involved with the investigation; and
- violations of a person's rights under law.

Due to the important yet sensitive nature of the suspected Fraudulent or Dishonest Conduct, effective professional follow-up is critical. The Chief Executive Officer, while appropriately concerned about "getting to the bottom" of such issues, should not in any circumstances perform any investigative or other follow up steps on his or her own. Accordingly, when the Chief Executive Officer becomes aware of suspected Fraudulent or Dishonest Conduct he or she:

- should not contact the person suspected of Fraudulent or Dishonest Conduct to further investigate the matter or demand restitution;
- should not discuss the case with attorneys, the media or anyone other than the members of the Board; and
- should not report the case to an authorized law enforcement officer without first discussing the case with the members of the Board.

Investigation

All relevant matters, including suspected but unproved allegations of Fraudulent or Dishonest Conduct, will be reviewed and analyzed, with documentation of the receipt, retention, investigation and treatment of the complaint. Appropriate corrective action will be taken, if necessary, and findings will be communicated back to the reporting person, if appropriate. Investigations may warrant investigation by an independent person such as auditors and/or attorneys.

Whistle-Blower Protection

The Agency will protect Whistle-Blowers pursuant to the guidelines set forth below.

- The Agency will use its best efforts to protect Whistle-Blowers against all Retaliatory Personnel Actions. Whistle-Blowing complaints will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that Whistle-Blower complaints will only be shared with those who have a need to know so that the Agency can conduct an effective investigation, determine what action to take based on the results of any such investigation, and in appropriate case, with law enforcement personnel. (Should disciplinary or legal action be taken against a person or persons as a result of a Whistle-Blower complaint, such persons may also have right to know the identity of the Whistle-Blower.);
- Employees, board members, consultants and agents of the Agency may not engage in any Retaliatory Personnel Action against a Whistle-Blower for (i) disclosing or threatening to disclose to the Chief Executive Officer or a board member, as applicable, any activity which that person believes to be Fraudulent or Dishonest Conduct; or (ii) objecting to or refusing to participate in any Fraudulent or Dishonest Conduct. Whistle-Blowers who believe that they have been the victim of a Retaliatory Personnel Action may file a written complaint with the Chief Executive Officer or board member, as applicable. Any complaint of a Retaliatory Personnel Action will be promptly investigated and appropriate corrective measures taken if such allegations are substantiated. This protection from Retaliatory

Personnel Action is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors;

- Employees, board members, consultants and agents of the Agency may not engage in any Retaliatory Personnel Action against a Whistle-Blower for (i) disclosing, or threatening to disclose to a Public Body any activity which that person believes to be Fraudulent or Dishonest Conduct, or (ii) providing information to, or testifying before, any Public Body conducting an investigation, hearing or inquiry into any such Fraudulent or Dishonest Conduct. Provided, however, that Whistle-Blowers who disclose or threaten to disclose any Fraudulent or Dishonest Conduct to a Public Body are not covered under this policy unless he or she first brings the allegation of Fraudulent or Dishonest Conduct to the attention of the Chief Executive Officer or board member, as applicable, and has afforded the Agency a reasonable opportunity to correct and or remedy such Fraudulent or Dishonest Conduct; and
- Whistle-Blowers must be cautious to avoid Baseless Allegations.

Disaster Plan for the Agency: Information Technology Response

1. Introduction This Disaster Plan outlines the Agency's response strategy to ensure continuity of operations and safeguard information technology (IT) assets during and after a disaster. The plan focuses on minimizing downtime, protecting sensitive data, and ensuring quick recovery.

2. Objectives

- Ensure the safety and security of IT systems and data.
- Minimize disruptions to Agency operations.
- Provide a clear roadmap for IT disaster recovery and continuity.
- Comply with regulatory and legal requirements.

3. Risk Assessment Identify potential threats to IT systems, such as:

- Natural disasters (e.g., floods, earthquakes, hurricanes).
- Cyberattacks (e.g., ransomware, data breaches).
- Equipment failure.
- Human error.

4. Roles and Responsibilities

- **Disaster Recovery Coordinator:** Oversees the IT disaster recovery process.
- **IT Team:** Implements recovery procedures and manages technical aspects.
- **Department Heads:** Communicate needs and updates to their teams.
- **Staff:** Follow procedures for system shutdowns, data protection, and communications.

5. Preparation and Prevention

- **Data Backup:**
 - Schedule regular, automated backups of all critical systems and data.
 - Maintain copies of backups both on-site and off-site (e.g., cloud storage).
 - Test backup integrity periodically.
- **System Maintenance:**
 - Update software and firmware regularly to address vulnerabilities.
 - Conduct routine hardware inspections and replace aging components.
- **Access Control:**
 - Implement multi-factor authentication (MFA) for all systems.

- Limit access to sensitive data based on roles and responsibilities.
- **Employee Training:**
 - Conduct regular training on disaster protocols, cybersecurity awareness, and phishing prevention.

6. Immediate Response

- **Incident Detection:**
 - Monitor systems using security tools to detect anomalies and breaches.
 - Use automated alerts to notify IT personnel of potential threats.
- **Incident Reporting:**
 - All staff must report observed IT issues immediately to the Disaster Recovery Coordinator or IT Team.
- **Initial Actions:**
 - Isolate affected systems to prevent the spread of malware or data loss.
 - Implement pre-established shutdown procedures for critical systems if necessary.

7. Recovery Steps

- **Damage Assessment:**
 - Evaluate the extent of the damage to IT infrastructure.
 - Prioritize systems and data recovery based on criticality.
- **Data Restoration:**
 - Retrieve data from backups in order of priority.
 - Validate the integrity of restored data before bringing systems back online.
- **System Repair and Reconfiguration:**
 - Replace or repair damaged hardware.
 - Reconfigure systems to pre-disaster specifications.
- **Testing:**
 - Test restored systems and applications to ensure functionality.
 - Conduct user acceptance testing before full-scale operations resume.

8. Communication Plan

- **Internal Communications:**

- Use email, messaging apps, or emergency contact lists to keep staff informed.
- Provide regular updates on the recovery process.
- **External Communications:**
 - Notify clients, stakeholders, and vendors about potential service disruptions.
 - Use predefined templates for communication to ensure consistency.

9. Post-Recovery Actions

- **Incident Review:**
 - Conduct a post-mortem analysis to identify weaknesses in the disaster response.
 - Document lessons learned and update the Disaster Plan accordingly.
- **Policy Updates:**
 - Review and revise IT policies to address identified gaps.
- **Ongoing Monitoring:**
 - Enhance monitoring tools and processes based on lessons learned.

10. Appendices

- **Contact List:**
 - Include emergency contact information for IT personnel, vendors, and key stakeholders.
- **Inventory:**
 - Maintain a detailed inventory of IT assets, including hardware, software, and licenses.
- **Recovery Checklist:**
 - Provide a step-by-step checklist for disaster response and recovery.
- **Backup Locations:**
 - Document physical and cloud-based backup storage locations.

By following this Disaster Plan, the Agency will be better equipped to respond effectively to IT-related disruptions, ensuring the continuity of operations and the security of critical data.

Fee Policy

1. Application Fee:
 - a. Projects under \$10,000,000.00 - \$2,500.00
 - b. Projects \$10,000,000.00 and over - \$5,000.00
2. Straight Lease Transaction:
 - a. 1.25% of hard costs plus 1% of savings which shall include the PILOT, estimated sales and mortgage recording tax savings
 - b. Campus: All newly acquired building shall be subject to a 1.25% of acquisition fee. In addition existing buildings shall be charged .75% of fair market value as set by the Assessor for that tax year, plus 1.25% of other hard costs including equipment purchases and construction costs. Plus 1% of savings which shall include the PILOT, estimated sales and mortgage recording tax savings for the entire campus.
 - c. Leases and Renewal: 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 and shall be added to 1.25% of other hard costs including equipment purchases and construction costs and 1% of savings which shall include the PILOT, estimated sales and mortgage recording tax savings.
 - d. Equipment or Capital Investment: For projects solely involving equipment investment and availing the sales tax break, the fee will be 1% of the cost of the equipment purchase or construction costs plus 1% of savings.
 - e. Industrial Construction: IDA will collect a fee equivalent to 1.25% of acquisition and hard costs at the time of construction financing. When the tenant begins to occupy the space the tenant fee shall be 1% of savings which shall include the PILOT and estimated sales tax savings plus \$0.35 per square foot of the leasable area.
3. Bond Schedule:
 - 1% first \$10,000,000.00
 - ¾ of 1% between \$10mm-\$25mm
 - ½ of 1% between \$25mm-\$35mm
 - ¼ of 1% over \$35mm
4. Publication:
 - a. The applicant is responsible for the cost of any publication. The amount will be invoiced at the time of closing.
5. Independent Study:
 - a. The applicant is responsible for the cost of any independent third-party studies commissioned by the Agency in relation to the project. The amount will be invoiced at the time of closing.
6. Administrative:
 - a. Amendments to the lease, sales tax extensions, PILOT schedule changes - \$5,000.00
 - b. Termination of lease, mortgage modifications - \$2,500.00

7. Annual Compliance:
 - a. Projects \$10,000,000.00 and over must pay an annual compliance fee of \$1,000.00 for the duration of the PILOT
8. Legal
 - a. Applicants are responsible for all legal fees at closing, which include both local and project counsel.
9. Non-Contingency
 - a. All fees associated with this policy are not contingent upon any outcomes or external conditions.

The Mission of the Babylon Industrial Development Agency

The Town of Babylon Industrial Development Agency (the 'Agency') is the economic, community, and workforce development arm of the Town, our mission is to catalyze growth, enhance community well-being, cultivate a skilled workforce, and facilitate the creation of housing and transit-oriented developments.

BACKGROUND

The Agency is dedicated to fostering a vibrant and sustainable economic landscape within the dynamic and diverse municipality of the Town of Babylon, positioned as a prominent hub of business activity in the Long Island Region.

Our commitment is to strategically propel economic prosperity by attracting and supporting businesses that contribute to the Town's economic vitality. We aim to fortify the community fabric by actively engaging with residents, businesses, and stakeholders to address their needs, promote inclusivity, and champion initiatives that enhance overall quality of life.

The Agency is dedicated to empowering the workforce through targeted programs and partnerships that foster education, skills development, and job opportunities. By collaborating with educational institutions, businesses, and community organizations, we seek to create a resilient and adaptable workforce that aligns with the evolving demands of the local economy.

Recognizing the importance of housing and transit-oriented developments, the Agency is committed to facilitating the construction of sustainable, well-designed communities that integrate seamlessly with existing infrastructure. By promoting responsible development practices, we aim to enhance accessibility, reduce environmental impact, and contribute to the overall livability of the Town.

In carrying out our mission, the Town of Babylon Industrial Development Agency remains steadfast in its dedication to transparency, integrity, and accountability. We strive to be a catalyst for positive change, working collaboratively to shape a thriving and inclusive community that serves as a model for economic development in the Long Island Region.

Recapture of Financial Assistance

The Agency, in its own sole discretion and on a case-by-case basis, may determine (but shall not be required to do so) to recapture all or part of the Financial Assistance provided to a project upon the occurrence of a Recapture Event, as such term is defined and described in the Project Documents. Such recapture events may include, but shall not be limited to the following:

- (1) sale or closure of the Facility (as such term is defined in the Project Documents);
- (2) a material violation of the terms and conditions of the Project Agreements;
- (3) a material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements;
- (4) the Applicant or Obligor under the Project Documents shall have liquidated its operation and/or assets at the Facility;
- (5) the Applicant or Obligor under the Project Documents 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 forced majeure event;
- (6) the Applicant or Obligor under the Project Documents 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;
- (7) the Applicant or Obligor under the Project Documents shall have subleased all or any portion of the Facility in violation of the limitations imposed by the Project Documents, without the prior written consent of the Agency;
- (8) the Applicant or Obligor under the Project Documents 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; and
- (9) the Applicant, affiliates of the Applicant or Obligors under the Project documents shall have failed to maintain levels of employment at or above specific thresholds as described in the Project Documents absent a showing of hardship.

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 Applicant or Obligor 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 Applicant or Obligor.

The timing of the recapture of the Financial Assistance shall be determined by the Agency, in its sole discretion, on a case-by-case basis, and is subject to the notice and cure periods provided for the Project Documents. The percentage of such Financial Assistance to be recaptured shall be determined by the provisions of the Project Documents.

All recaptured amounts of Financial Assistance shall be redistributed to the appropriate affected taxing jurisdiction, unless agreed to otherwise by any local taxing jurisdiction.

For the avoidance of doubt, the Agency may determine (but shall not be required) to terminate, suspend and/or recapture Financial Assistance in its sole discretion. Such actions may be exercised simultaneously or separately and are not mutually exclusive of one another.

**Town of Babylon Industrial Agency
Uniform Tax Exemption
Policy & Guidelines**

It is recognized that under the provisions of Article 18-A of the General Municipal Law the (the "Act") Town of Babylon Industrial Development Agency (the "Agency") is required to pay no real estate taxes or assessments upon any of the property acquired by it or under its jurisdiction, control or supervision or upon its activities.

The Agency shall review each application for financial assistance of the Agency and shall determine on a case by case basis whether the Agency's general policy should apply or whether a deviation from such general policy is warranted. In reviewing each application and determining the applicability of the Agency's general policy the Agency shall apply the following guidelines.

These guidelines are to assist the Agency in its determination as to the granting of tax exemptions. It is the general policy of the Agency, that an agreement providing for a project (as that term is defined under the Act) qualifying for financial assistance (as that term is defined under the Act) be treated as exempt from real property, mortgage recording and sales and use taxes in accordance with Section 874 of the Act.

Real Property Taxes

In the event that a project shall be deemed exempt from real property taxation solely by reason of Section 874 of the General Municipal Law, the project applicant shall generally be required to enter into an agreement providing for payments in lieu of taxes to the Agency. The provisions of such agreement shall be in accordance with the provisions of the Act and such agreement shall provide that the project applicant or designee shall make or cause to be made payments in lieu of real estate taxes to the Agency as if the project were privately owned by the applicant and not deemed owned by or under the jurisdiction or control or supervision of the Agency in an amount equal to real estate taxes otherwise due less an abatement described below. Such abatement shall become effective upon the taxable status date of the Town of Babylon, New York immediately following the date the Agency shall acquire fee title to or take a leasehold interest in such project or such later date approved by the Agency.

- A. For projects resulting in job growth or retention of less than 50 full time employees in the Town in the first year of operation as an Agency project, the Agency in its discretion may grant abatements from real property taxation in accordance with the following alternatives and in accordance with the following limitations:
 1. The duration of the abatements shall be effective over and shall not exceed twelve (12) consecutive years, the amount of the abatement shall not in the first or any subsequent year of such abatement exceed 60% of real estate taxes otherwise due and payable, the abatement shall decline in each year after the first year of the tax abatement in equal or approximately equal increments until the last year of the abatement such that the abatement shall be reduced to zero upon the 13th anniversary of the effectiveness of the abatement.
 2. The period of abatement shall not exceed twelve (12) years, shall not in the first four years exceed 50% of the real estate taxes otherwise due and payable and shall decline in accordance with the following schedule:

Year From Commencement of Abatement	Percentage of Abatement from Real Estate Taxes otherwise due and payable
--	--

1	50%
2	50%
3	50%
4	50%
5	30%
6	30%
7	30%
8	30%
9	10%
10	10%
11	10%
12	10%
13	0%

B. For projects resulting in job growth or retention in excess of 50 or more full time employees in the Town of Babylon, in the first year of operation as an Agency project, the Agency in its discretion may grant abatements from real property taxation in accordance with the following alternatives and in accordance with the following limitations:

1. The duration of the abatements shall be effective over and shall not exceed fifteen (15) consecutive years, the amount of the abatement shall not in the first or any subsequent year of such abatement exceed 60% of real estate taxes otherwise due and payable, the abatement shall decline in each year after the first year of the tax abatement in equal or approximately equal increments until the sixteenth (16th) year after the abatement first becomes effective such that the abatement shall be reduced to zero upon the 16th anniversary of the effectiveness of the abatement.
2. The period of abatement up to fifteen (15) years, shall not in the first five years exceed 50% of the real estate taxes otherwise due and payable and shall decline in accordance with the following schedule:

Year From Commencement of Abatement	Percentage of Abatement from Real Estate Taxes otherwise due and payable
--	--

1	50%
2	50%
3	50%
4	50%
5	50%
6	30%
7	30%
8	30%

9	30%
10	30%
11	10%
12	10%
13	10%
14	10%
15	10%
16	0%

C. Notwithstanding the foregoing abatement alternatives, the Agency may in its discretion on a case by case basis grant a 100% or partial abatement for a period up to fifteen years, with equal declining abatements with regard to (A) affordable housing, health care/assisted living facilities; (B) vacant property, or abandoned or dilapidated facilities for which payments for real property taxes are currently delinquent; (C) for facilities located in an area of the Town affiliated with blight, experiencing economic distress or having higher than average unemployment or similar characteristics; (D) Class A office space of at least 50,000 square feet and non pirating issue; or (E) facilities that will result in substantial job growth or job retention in the Town in excess of 200 full time employees. Any abatement granted pursuant to this provision shall not be considered a deviation from this Uniform Tax-Exemption Policy. In determining abatements with respect to the foregoing provision the Agency will consult with the Town of Babylon Assessor's Office, the Town of Babylon Receiver of Taxes and the Town of Babylon Comptroller's office.

In addition to the foregoing, in the event that an existing project receiving any abatement described above shall be significantly improved or the project applicant for such project plans to significantly increase employment at such project, the Agency may treat such improvement or increased employment as a new project and may provide for a renewal of any abatement permitted to be granted under the provisions of this Uniform Tax-Exemption Policy. Any abatement granted pursuant to this provision shall not be considered a deviation from this Uniform Tax-Exemption Policy.

The abatements granted by the Agency shall apply only to those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Babylon (including any existing incorporated village or any village which may be incorporated after the date hereof, within which a project is wholly or partially located) which are or may be imposed for special improvements or special district improvements, which the project applicant shall be required to pay without exemption.

Sales Tax

With respect to the sales and use tax exemptions, it is the general policy of this Agency to grant exemptions from sales and use taxes with respect to any project qualifying for financial assistance under the Act. The duration of such sales tax exemption shall not exceed three years measured from the date of delivery by the Agency of a sales tax letter with respect to a particular project. In the event a particular project will create or cause the retention of significant numbers of employees within the Town of Babylon and provided the project applicant covenants to maintain certain employment levels within the Town of Babylon for the duration of the term of the project, the Agency may extend the duration of the sales and use tax exemption to a period that shall not exceed twenty years.

Mortgage Recording Tax

With respect to mortgage recording taxes, it is the general policy of this Agency to grant exemptions from mortgage recording taxes with respect to any project qualifying for financial assistance under the Act.

Recapture

Agreements entered into by the Agency and a project applicant pursuant to which financial assistance is granted by the Agency to a project applicant shall include provisions for recapture by the Agency of financial assistance granted by the Agency as the Agency shall deem necessary. Such agreements shall require recapture and/or suspension of real property tax, sales and use tax and mortgage recording tax abatements granted by the Agency for among others in the discretion of the Agency, the project applicant's (i) liquidation of operations and assets in the Town, (ii) cessation of operations in the Town, (iii) the relocation of its employees to facilities outside of the Town, (iv) the sublease of its facilities, (v) the sale or transfer of its facilities in the Town and (vi) failure to satisfy minimum employment levels within the Town.

Deviation

In addition to applying the above tax abatement policy guidelines to a proposed project, the Agency may deviate from such abatement policy. In deviating from such policy the Agency shall also consider the following in determining whether any deviation from the above guidelines should be made and the length and value of any tax exemption granted with respect to such deviation:

- i. the extent to which a project will create or retain private sector employment in the Town of Babylon.
- ii. the impact of a proposed project on existing and proposed business and economic development projects in the Town of Babylon,
- iii. the amount of private sector investment likely to be generated by the proposed project;
- iv. public support for the project
- v. the likelihood of timely completion of the project;
- vi. the environmental impact of the project;
- vii. the need for additional municipal and educational services resulting from the proposed project; and
- viii. the extent to which the proposed project will provide additional sources of revenue for the affected taxing jurisdictions.

If after consideration of the above-stated issues the Agency determines that a deviation from its general guidelines is warranted, it shall call a public hearing regarding the deviation in accordance with the notice procedure adopted pursuant to this UTEP. Subsequent to such public hearing, the Agency may adopt a resolution stating, 1) that with respect to the specified project, the Agency determines that a deviation from its uniform policy is warranted and; 2) the reasons for which the Agency determines that such a deviation is warranted.

Projects

Any facility, improvement, equipment, furnishing or other item or activity constituting a project (as that term is defined under the Act) shall be eligible in the discretion of the Agency for financial assistance (as that term is defined in the Act) in accordance with the Act and the provisions of this Uniform Tax Exemption Policy.

Notices

For pre-inducement resolutions, within 30 days of said resolution being adopted, the Agency shall deliver a copy of the resolution adopted by the Board by certified mail, return receipt requested or an electronic correspondence with a read-receipt, to the chief executive officer of each affected local taxing jurisdiction. When the affected local taxing jurisdiction is a school district, the agency shall deliver a copy of such resolution by certified mail, return receipt requested or an electronic correspondence with a read-receipt, to the school board president, district clerk and district superintendent of each affected school district.

For deviations the Agency shall the Agency shall set forth in writing the reasons for deviation from such policy, and shall further notify by certified mail, return receipt requested, postmarked 10 days before the deviation public hearing, or an electronic correspondence with a read-receipt, the affected local taxing jurisdictions of the proposed deviation from such policy and the reasons therefor. When the affected tax jurisdiction is a school district, the authority shall notify by certified mail, return receipt requested or an electronic correspondence with a read-receipt, to the school board president, district clerk and district superintendent of each affected school district.

For public hearings the Agency shall notify by certified mail, return receipt requested, postmarked 10 days before the public hearing, or an electronic correspondence with a read-receipt, the affected local taxing jurisdictions of the proposed deviation from such policy and the reasons therefor. When the affected tax jurisdiction is a school district, the authority shall notify by certified mail, return receipt requested or an electronic correspondence with a read-receipt, to the school board president, district clerk and district superintendent of each affected school district.

BABYLON INDUSTRIAL DEVELOPMENT AGENCY

IDA/IDC MEETING MINUTES

December 18, 2024

Present: Tom Gaulrapp, Chairman
Justin Belkin, Vice Chairman
Paulette LaBorne, Secretary
Rosemarie Dearing
Carol Quirk

Present Virtual:
(Non-Voting) Marcus Duffin

Absent: William Bogardt
William Celona
Vincent Piccoli

Also Present: Thomas Dolan, TOBIDA Chief Executive Officer
Susan Hatalski, TOBIDA Chief Financial Officer
Frank Dolan, TOBIDA Chief Operations Officer
Gregory Heilbrunn, Special Projects Manager
Alyson McDonough, Executive Assistant
Andrew Berger, Special Projects Advisor
William Lindsay, Business Outreach Manager
William Wexler, Agency Counsel

A quorum being present, the meeting was called to order at 8:10 A.M.

A motion was made by Paulette LaBorne and seconded by Carol Quirk in favor of a resolution to accept the minutes from the November 20, 2024 IDA/IDC Board meeting. All in favor, motion carries.

A motion was made by Rosemarie Dearing and seconded by Justin Belkin in favor of a resolution consenting to transfer of ownership interests relating to the Pinelawn Power LLC Project. All in favor, motion carries.

CEO Report

Mr. Dolan began by summarizing recent events attended by the Agency. First, Mr. Dolan spoke about the 3rd Annual Access to Capital Event hosted by the Agency and Town Councilman Anthony Manetta at Root + Branch Brewing in Copiague, NY. He thanked the panelists: Kevin Gremse, Managing Director at Grow America; Luis E. Montes, Principal of Long Island Government Relations (LIGR); Angeli O'Connell, Project Associate at Empire State Development; and Leo Zhang, Vice President at Pursuit. Information from the panel can be found on the Agency's website.

The second event Mr. Dolan attended was the 2024 Smart Growth Summit hosted by Vision Long Island at Crescent Hollow Country Club in Woodbury, NY. The Agency was a sponsor of the event, and Mr. Dolan participated in a panel discussion with fellow IDA officials. That panel discussed the role IDAs play on Long Island and clarified the myths surrounding IDAs' work.

Mr. Dolan also announced that the IDA had partnered with Cops N' Kids Long Island for their 6th annual "Operation Give Back" toy drive. He commended staff members, particularly William Lindsay, for their efforts in collecting toys and thanked everyone who contributed. Mr. Dolan encouraged board members to donate unwrapped toys, which can be dropped off at either the IDA office or Old Town Hall.

As the year comes to a close, Mr. Dolan expressed his appreciation for the board members' support and service to the Agency and the Babylon business community. He wished everyone a happy holiday season and reminded them to grab breakfast before they leave. He looks forward to 2025.

Old Business

No old business

New Business

No new business.

A motion was made by Paulette LaBorne and seconded by Carol Quirk to adjourn the meeting. All in favor, motion carries.

Town of Babylon Industrial Development Agency
Shah's Halal Food and Products, Inc. / Gul M Corp.
January 7, 2025

Present: Thomas Dolan, Chief Executive Officer
Gregory Heilbrunn, Special Projects Manager

No one from the public was in attendance.

Public hearing called to order at 2:00 P.M.

Thomas Dolan read a summary of the public hearing legal notice that was published in the Nassau and Suffolk Editions of Newsday on Saturday, December 28, 2024.

With no members of the public in attendance, there were no requests to speak.

The public hearing was closed by Thomas Dolan at 2:04 P.M.

Town of Babylon Industrial Development Agency
180 Deer Park Avenue LLC
January 7, 2025

Present: Thomas Dolan, Chief Executive Officer
Gregory Heilbrunn, Special Projects Manager

No one from the public was in attendance.

Public hearing called to order at 3:01 P.M.

Thomas Dolan read a summary of the public hearing legal notice that was published in the Nassau and Suffolk Editions of Newsday on Saturday, December 28, 2024.

At 3:05 P.M., Mr. Dolan opened the meeting to public comment for fifteen (15) minutes. With no members of the public in attendance, there were no requests to speak.

The public hearing was closed by Thomas Dolan at 3:20 P.M.

**RESOLUTION OF THE TOWN OF BABYLON
INDUSTRIAL DEVELOPMENT AGENCY DETERMINING
THAT THE ACQUISITION, CONSTRUCTION AND
EQUIPPING OF A CERTAIN PROJECT WILL NOT HAVE
A SIGNIFICANT ADVERSE EFFECT ON THE
ENVIRONMENT.**

WHEREAS, the Town of Babylon Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 177 of the Laws of 1973 of New York, as amended, constituting Section 907-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of, among others, manufacturing, warehousing, research, commercial or industrial facilities, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, 180 Deer Park Avenue LLC, on behalf of itself and/or entities formed or to be formed by it or on its behalf (the "Company"), submitted an application (the "Application") to the Agency, a copy of which was presented at this meeting and copies of which are on file at the office of the Agency, requesting that the Agency consider undertaking a project (the "Project") on behalf of the Company consisting of the following: (A)(1) the acquisition of an interest in approximately 1.0 acre of real estate located at 180 Deer Park Avenue, Babylon (Tax Map #0102-010.00-01.00-028.001) in the Village of Babylon, Town of Babylon, Suffolk County, New York (the "Land"); (2) the construction, equipping and furnishing of an approximately 30,511 square foot, three-story mixed use building on the Land, including approximately 27 residential units on the second and third floors with associated common spaces including lobby/mailboxes, and seven retail/office units each being approximately 1,000 square feet and located on the first floor, and related amenities for the building, including parking and green space (the "Improvements"); and (3) the acquisition and installation therein and thereon of various machinery, equipment and other personal property (the "Equipment" and, together with the Land and the Improvements, the "Facility"), which Facility is to be leased and subleased by the Agency to the Company and further subleased by the Company to residential tenants for housing and to commercial tenants for retail services and/or office space, and related uses permitted under the Act; (B) the granting of certain "financial assistance" (within the meaning of section 854(14) of the Act) with respect to the foregoing limited to potential exemptions from certain sales and use taxes, mortgage recording taxes (except as limited by Section 874 of the Act), transfer taxes and real property taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale

of the Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "SEQRA"), the Agency is required to make a determination whether the "action" (as said quoted term is defined in SEQRA) to be taken by the Agency may have a "significant impact on the environment" (as said quoted term is utilized in SEQRA), and the Agency undertaking the Project constitutes such an action; and

WHEREAS, to aid the Agency in determining whether undertaking the Project may have a significant impact upon the environment, the Company has prepared and submitted to the Agency a Short Environmental Assessment Form (the "SEAF") with respect to the Project, a copy of which is on file in the office of the Agency and is readily accessible to the public; and

WHEREAS, the Zoning Board of Appeals of the Incorporated Village of Babylon (the "Village ZBA") previously classified the Project as an Unlisted action under SEQRA and declared its intent to act as lead agency for the purpose of conducting a coordinated environmental review of the Project; and

WHEREAS, after conducting a thorough review of the Project and its potential effects, the Village ZBA determined that the Project would not result in any significant adverse environmental impacts and issued a negative declaration for the Project on April 17, 2024; and

WHEREAS, the Agency's involvement in the Project was not contemplated when the Village ZBA performed the coordinated SEQRA review and issued the negative declaration for the Project; and

WHEREAS, had the Agency's involvement been known at the time the Village ZBA declared its intent to act as lead agency for the coordinated review of the Project, the Agency would have, as an involved agency, consented to the lead agency designation by the Village ZBA and been bound by the negative declaration that was issued for the Project;

NOW, THEREFORE, be it resolved by the members of the Town of Babylon Industrial Development Agency, as follows:

Section 1. Based upon an examination of the SEAF prepared by the Company, the criteria contained in 6 NYCRR §617.7(c), and based further upon the Agency's knowledge of the area surrounding the Facility, all the representations made by the Company in connection with the Project, the environmental review by the Village ZBA, and such further investigation of the Project and its environmental impacts as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Project pursuant to SEQRA:

(a) the Project consists of the components described above in the third WHEREAS clause of this resolution; and

(b) the Project constitutes an “Unlisted Action” (as said quoted term is defined in SEQRA); and

(c) The Agency, in recognition of the fact that it would have been an involved agency and consented to the Village ZBA’s lead agency status, hereby reaffirms, accepts and adopts the negative declaration that was issued by the Village ZBA for the Project, attached hereto as Exhibit “A”, which shall be filed in the office of the Agency in a file that is readily accessible to the public.

Section 2. A copy of this Resolution, together with the attachments hereto, shall be placed on file in the office of the Agency where the same shall be available for public inspection during business hours.

Section 3. The Secretary of the Agency is hereby authorized and directed to distribute copies of this Resolution and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Exhibit A

-See attached-

STATE ENVIRONMENTAL QUALITY REVIEW
 NEGATIVE DECLARATION
 NOTICE OF DETERMINATION OF NON-SIGNIFICANCE
 PROPOSED RETAIL BUSINESS AND RESIDENTIAL
 APARTMENTS
 180-198 DEER PARK AVENUE
 VILLAGE OF BABYLON

Date: April 26, 2024

This notice is issued pursuant to Article 8 of the Environmental conservation law (State Environmental Quality Review Act) and the implementing regulations therefore at 6 NYCRR Part 617.

The Zoning Board of Appeals of the Incorporated Village of Babylon has determined, subsequent to review of the Site Plan, prepared by Charles M. Thomas, Architect, last dated 09/29/22, received 10/11/22; Part I of the Full Environmental Assessment Form (EAF), prepared by Middleton Environmental Inc., last dated 12/05/2019; site inspections as well as testimony at public meetings and hearings and correspondence received, that the proposed action described below will not have a significant effect on the environment, and that an Environmental Impact Statement (EIS) will not be prepared.

Name of Action: Proposed Multi-Use Building-
Retail Business and Residential Apartments
at 180-198 Deer Park Avenue

SEQRA Status: Unlisted Action

**Conditional Negative
Declaration:** No

Description of Action: The proposed action redevelops the property by constructing a three (3) story building for mixed use with seven (7) retail establishments on the ground floor and a total of 27 dwelling units on the 2nd and 3rd floors. The proposed action will be situated on three lots at 180-198 Deer Park Avenue, in the Incorporated Village of Babylon. The overall subject property was a vacant building. This application is for the redevelopment of 7 retail establishments and 27 apartments.

Project Location: 180-198 Deer Park Avenue
Incorporated Village of Babylon
Suffolk County, New York

**State Environmental Quality Review
Negative Declaration
Notice of Determination of Non-Significance
Proposed Site Development
Incorporated Village of Babylon**

**Reasons Supporting
This Determination:**

In accordance with the State Environmental Quality Review Act and its implementing regulations at 6 NYCRR Part 617, the Zoning Board of Appeals of the Incorporated Village of Babylon, using available information and comparing same with Thresholds set forth in 6 NYCRR §617.4, has determined that this project is an Unlisted Action, and an uncoordinated review has been conducted. The following agencies were contacted:

- Suffolk County Planning Commission
- Suffolk County Water Authority
- Suffolk County Department of Health Services
- Suffolk County Department of Public Works
- Metropolitan Transportation Authority
- NYS Department of Transportation
- Babylon Union Free School District
- Village of Babylon Planning Board
- Village of Babylon Highway Department
- Village of Babylon Board of Trustees

Regarding environmental impacts, based upon the information contained in the aforesaid documents, response from Suffolk County Planning, and testimony at the public meetings and hearings, the Zoning Board of Appeals of the Incorporated Village of Babylon, after due deliberation, review and analysis of the information before the Board and the criteria set forth in 6 NYCRR §617.7, determines that the proposed action will not result in significant impacts to the environment. This determination is supported by the following:

Impact on Land

The subject property no areas of slopes in excess of 10%. The expected time frame to construct the project is approximately 18 months, and the impact on the land is considered small to moderate.

**Negative Declaration
Notice of Determination of Non-Significance
Proposed Site Development
Incorporated Village of Babylon**

Water Supply and Water Resources

1. The overall site can be served by public water supplied by the Suffolk County Water Authority (SCWA). Suffolk County Department of Health Services contains the necessary requirements and language to require for adequate water supply for the site.
2. Storm water runoff from the developed areas will be required to be collected and directed to leaching pools on-site.
3. As the proposed development is within the Southwest Sewer District, the proposed uses will conform to Article 6 of the Suffolk County Sanitary Code. Accordingly, no groundwater impacts are expected from any future on-site sanitary discharge.
4. The subject property is not situated within the boundaries of a Special Groundwater Protection Area (SGPA). Thus, no adverse impacts to a SGPA are expected.

Utilities and Solid Waste

1. An implementation of the proposed action (Multi-Use Building) will not have a significant impact on the existing demand for utilities.
2. An implementation of the proposed action (Multi-Use Building) will not have a significant impact on the amount of solid waste generated in the Village of Babylon.

Thus, the proposed action will not result in significant adverse impacts to utilities nor the solid waste management of the region.

Land Use, Growth and Character of Community

The proposal action (Multi-Use Building) will cause a change in the density of land use however the density will not be out of character of the community.

Zoning

The proposed action (Multi-Use Building) does necessitate a special use permit. Individual application will be reviewed on their individual merits.

**State Environmental Quality Review
Negative Declaration
Notice of Determination of Non-Significance
Proposed Site Development
Incorporated Village of Babylon**

Community Services

The increase in demand on community services will have a small impact.

Aesthetics

The proposed action (Multi-Use Building) will enhance the aesthetics of the area.

Cultural Resources

According to the information presented in the Part I-EAF the property is not listed on the State and/or National Registers of Historic Places.

Traffic and Transportation

1. Access to the proposed development will be from existing roadways.
2. As the proposed action does not include new roadways, no significant impacts to traffic volumes are anticipated.

Air Quality and Noises

1. As the proposed action will not result in significant traffic impacts and will not result in increased vehicle delay and/or idling, no significant adverse traffic-related air quality impacts are expected.
2. Since the proposed action will not include a significant source of stationary emissions, no significant adverse stationary-source air quality impacts are anticipated.
3. No significant adverse noise impacts are expected.

**State Environmental Quality Review
Negative Declaration
Notice of Determination of Non-Significance
Proposed Site Development
Incorporated Village of Babylon**

For Further Information:

Contact Person: Maureen Rigelhaupt
Zoning Board of Appeals, Clerk
Incorporated Village of Babylon

Address: 153 West Main Street
Babylon, NY 11702

Telephone No.: (631) 669-1500

A copy of this notice
has been sent to:

- The Applicant
- Suffolk County Planning Commission
- Suffolk County Water Authority
- Suffolk County Department of Health Services
- Suffolk County Department of Public Works
- Metropolitan Transportation Authority
- NYS Department of Transportation
- Babylon Union Free School District
- Village of Babylon Planning Board
- Village of Babylon Highway Department
- Village of Babylon Board of Trustees

WHEREAS, the ZONING BOARD OF APPEALS of the Incorporated Village of Babylon are Lead Agency for the purpose of the State Environmental Quality Review of the project at 140-170 Deer Park Avenue (SCTM#102-010-01-029) in the Village of Babylon;

BE IT RESOLVED, that the ZONING BOARD OF APPEALS in their capacity as Lead Agency hereby Determine that this APPLICATION WILL NOT HAVE A SIGNIFICANT IMPACT and HEREBY ACCEPT the Negative Declaration NOTICE OF DETERMINATION OF NON-SIGNIFICANCE dated April 17, 2024

Date: April 17, 2024

AYES: 4

NAYES: 0

MEMBERS PRESENT:

Jeffrey Weber
Karl Anderson
Nancy Iglesias-Gillen
John Farrell

April 17, 2024

On the motion of: John Farrell

Seconded by: Karl Anderson

RESOLVED that the Zoning Board of Appeals of the Village of Babylon is the Lead Agency regarding the application of 180 Deer Park Ave. LLC for 180-198 Deer Park Avenue; and therefore,

BE IT RESOLVED that the Zoning Board of Appeals has determined that this action will not have an adverse impact on the environment.

**PUBLIC NOTICE
BOARD OF APPEALS
VILLAGE OF BABYLON**

PURSUANT to the provisions of Article VII of the Building Zone Ordinance of the Village of Babylon, NOTICE IS HEREBY GIVEN that the Board of Appeals of the Village of Babylon will hold a public hearing at 7:30 P.M. on Wednesday, December 21, 2022, in the Municipal Building, at 153 West Main Street, Babylon, New York to consider the following applications:

- 1. Application of Salla DeTore, 403 Deer Park Avenue, Babylon, NY for permission to maintain a medical office on the premises located at 403 Deer Park Avenue, Babylon, NY. Property located in Residence O District. Suffolk County Real Property Tax Map District 0102, Section 7, Block 2, Lot 45. Application made in accordance with Sections 365-17 and 365-35.**
- 2. Application of Thomas Breittfeller, Samot Realty, 60 Little East Neck Road, Babylon, NY, for permission to maintain a medical office on the first floor and a financial advisor office on the second floor of the premises located at 60 Little East Neck Road, Babylon, NY. Property located in Residence O District. Suffolk County Real Property Tax Map District 0102, Section 8, Block 2, Lot 68.2. Application made in accordance with Sections 365-17 and 365-35.**
- 3. Application of Dr. Edward Tom, 298 Vincent Avenue, Lynbrook, NY, 11563, for permission to maintain a medical office on the first floor of the premises located at 50 North Carll Avenue, Babylon, NY. Property located in Residence O District. Suffolk County Real Property Tax Map District 0102, Section 9, Block 3, Lot 7. Application made in accordance with Sections 365-17 and 365-35.**
- 4. Application of Christie-Custodio-Lumsden, 112 Shore Road, Babylon, NY, for permission to construct a one-story addition with a roof deck, and an exterior staircase to a second floor roof deck on the premises located at 112 Shore Road, Babylon, NY requiring variances to increase the minimum side yard setback from 6 feet required to 3 feet 8 ½ inches proposed; total side yard setback from 20 feet required to 4 feet 11 ½ inches proposed; and to allow for an exterior staircase to the second floor. Property located in Residence A-7 District. Suffolk County Real Property Tax Map District 0102, Section 16, Block 3, Lot 81. Application made in accordance with Sections 365-15 and 365-35.**
- 5. Application of Management by J&A LLC, 217 Sandpiper Lane, West Babylon, NY, 11704, agent for owner Raymond Figalora, 28 First Avenue, Suite 12, Brentwood, NY 11717, for permission for special use to operate an IV vitamin wellness center on the premises located at 9 West Main Street, Babylon, NY. Property located in Retail Business District. Suffolk County Real Property Tax Map District 0102, Section 10, Block 3, Lot 46.1. Application made in accordance with Sections 365-20 and 365-35.**
- 6. Application of Elyssa Rodriguez, 10 N. Walnut Place, North Massapequa NY, 11758, agent for owner Raymond Figalora, 40 Shoal Drive, West Islip, NY, 11795, for permission for special use to operate a beauty parlor business (Lila Lash and Beauty) on the premises located at 20 Deer Park Avenue, Babylon, NY. Property**

located in Retail Business District. Suffolk County Real Property Tax Map District 0102, Section 10, Block 3, Lot 47. Application made in accordance with Sections 365-20 and 365-35.

7. Application of 180 Deer Park Avenue Associates, LLC, 650 New Horizons Boulevard, North Amityville, NY 11701, for special permission and variances as required to redevelop the property by constructing a 3 story building for mixed use with seven (7) retail units on the ground floor and a total of twenty seven (27) units on the 2nd and 3rd floors, including special permission for dwelling units on the first floor above the ground floor and a height of 35 feet as proposed, a variance to use the 3rd floor as and for dwelling units, a variance to exceed maximum density of 10 dwelling units given the square footage of land area on the same property to 27 units as proposed, and a variance to reduce the front yard setback from 10 feet required to 5 feet as proposed, at the premises located on the three parcels at 180-198 Deer Park Avenue, Babylon, NY. Property located in Retail Business District. Suffolk County Real Property Tax Map District 0102, Section 10, Block 1, Lot 26, 27 & 28. Application made in accordance with Section (s)365-20©, 365-20(D), 365-20(E), 365-20B(2), 365-18B(3)(d), (f) and (g), and 365-35.

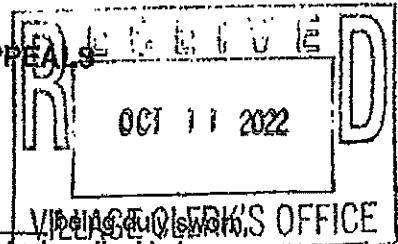
APPLICANTS OR THEIR DULY APPOINTED REPRESENTATIVES MUST APPEAR IN PERSON AT THE ABOVE HEARING.

**BRUCE HUMENIK, CHAIRMAN
JEFFREY C. WEBER, SECRETARY**

VILLAGE OF BABYLON

APPLICATION TO THE ZONING BOARD OF APPEALS

CA# 263 #500



COUNTY OF SUFFOLK
SS:
STATE OF NEW YORK
James Giorglo

deposee and says that he/she (or) they is/are the owner(s) of the property described below.

That all statements made in this application are true to the best of his (or) her knowledge and belief, except as to the matters therein stated to be alleged on information and belief and as to the matters he (or) she believes the same to be true. He (or) she understands the requirements of this application with regards to the submittal of plot plans, other drawings and the posting of public notices.

[Handwritten signature]

Sworn before me this
11th Day of October, 2022
Maureen Impagliazzo
Notary Public, Suffolk County

(ALL OWNERS must sign)

MAUREEN IMPAGLIAZZO
Notary Public, State of New York
No. 011M6399564
Qualified in Suffolk County
Commission Expires October 21, 2023

In the Matter of the Application of:

Table with columns: Applicant, Owner if not Applicant. Fields include Name, Address, Phone #, E-mail, and Property Address or Description of Location.

FOR VILLAGE CLERK ONLY:
Zone RB Section 10 Block 1 Lot 26, 27, 28.
For Plans Examiner Only:
Plans Reviewed (date) No Variance Required Variance Required (see attached comments)

VILLAGE OF BABYLON
APPLICATION TO THE BOARD OF APPEALS

Description of relief sought, attach separate sheet if necessary:

Applicant seeks permission to reduce the front yard setback from the required 10' to 5'; increase the building height from the required 30' to 35'; increase the number of building stories from the required 2.5 to 3; increase the density of rental units from the permitted 9.9 units to 27 units; reduce the north parking buffer from the required 5' to 0'

*** PLEASE NOTE ***

Variances required will be included whether or not listed above, as deemed necessary, and as determined by the Site Plans Examiner and the Zoning Board of Appeals, after review of the plans submitted with this application. The legal notice for this application will be derived based on the plans submitted.

1. Has a building permit been refused by Building Inspector? No
2. Is there a school, house of worship, or hospital within 500 ft. of this premises? Yes, a school
3. Approximate cost of work this application is made for? \$ TBD
4. Is this premises with 500 feet of (Answer Yes or No);
 - No Boundary of any Village or Town
 - No Boundary of any existing or proposed County, State, or Federal park.
 - No The right of way of any existing or proposed County or State parkway, thruway, expressway, road or highway.
 - No The existing or proposed right of way of any stream or drainage Channel owned by the County or for which the County has established Channel lines.
 - No The existing or proposed boundary of any other County, State or Federal owned land.
 - No The Atlantic Ocean, Long Island Sound, any bay in Suffolk County, Or estuary of any of the foregoing bodies of water.

VILLAGE OF BABYLON
APPLICATION TO THE BOARD OF APPEALS

6. Answer yes or no to determine whether the application qualified for summary determination pursuant to Rule 13.

****** FOR PROPERTIES IN THE RETAIL BUSINESS DISTRICT ONLY ******

- Yes
..... Is the property in a Retail Business District.
- No
..... Is the relief requested limited to a request for special permission of a use.
- Yes
..... Is the building an existing building with an existing certificate of occupancy.

If you answered YES to all the questions in item 5 you may qualify for summary determination and expedited processing of your application under Rule 13. To request a summary determination you must complete the "Building Department Referral Form for Determination of Eligibility for Summary Determination."

VILLAGE OF BABYLON
APPLICATION TO THE BOARD OF APPEALS


PROPERTY OWNER'S ENDORSEMENT

(to be completed by ALL OWNERS if the applicant/business owner is not the property owner)

COUNTY OF SUFFOLK
SS:
STATE OF NEW YORK

James Giorgio being duly sworn,
deposes and says that he/she/they reside(s) at 180-198 Deer Park Avenue, Babylon, NY
In the County of Suffolk, and State of New York, and that he/she/they
is/are the owner in fee or managing member of the 180 Deer Park Ave. LLC
Corporation, which is the owner in fee of the premises described in the foregoing application to
the Zoning Board of Appeals and that (s)he has authorized Gerard Glass & Associates, P.C.
to make the foregoing application and/or represent the owner at the Zoning Board of Appeals
hearing.


James Giorgio

Sworn before me this
11th Day of October, 2022

Notary Public, Suffolk County

MAUREEN IMPAGLIAZZO
Notary Public, State of New York
No. 011M6399564
Qualified in Suffolk County
Commission Expires October 21, 2023

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			
Name of Action or Project: Babylon Village Apartments			
Project Location (describe, and attach a location map): 180-198 Deer Park Avenue, Babylon, NY			
Brief Description of Proposed Action: Construct an upscale classic New England style mixed use development, including seven ground floor retail units and twenty-seven apartment units. The existing three buildings and garage on the site will be demolished and replaced with the new development.			
Name of Applicant or Sponsor: 180 Deer Park Ave. LLC, James Giorgio, Managing Member		Telephone: 631-872-2222	
Address: 6500 New Horizons Blvd.		E-Mail: jgiorgiosr@bgelectrical.com	
City/PO: North 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.			NO <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Suffolk County DPW			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? <u>.98</u> acres b. Total acreage to be physically disturbed? <u>.98</u> acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <u>.98</u> 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			

		NO	YES	N/A
5. Is the proposed action,				
a. A permitted use under the zoning regulations?		<input checked="" type="checkbox"/>	<input 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
b. Are public transportation services available at or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?		<input type="checkbox"/>	<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?		<input checked="" type="checkbox"/>	NO	YES
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?		<input checked="" type="checkbox"/>	NO	YES
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: _____ _____ _____				

<p>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:</p> <p><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 type="checkbox"/> Suburban <input checked="" type="checkbox"/> NONE</p>		
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 plain?	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 type="checkbox"/>	YES <input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <u>On-site drainage</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<hr/>		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
<hr/>		
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"/>
<hr/>		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
<hr/>		
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p>		
<p>Applicant/sponsor/name: <u>180 Deer Park Ave. LLC</u> Date: _____</p>		
<p>Signature: <u>James Giorgio</u> Title: <u>Managing Member</u></p>		

PRINT FORM

ISLANDWIDE | ENGINEERING &
LAND SURVEYING
280 Main Street - Suite 1, Farmingdale, NY 11735

April 10, 2024

Village of Babylon
153 West Main Street
Babylon, NY 11702
Attn: Maureen Rigelhaupt

RE: 180 Deer Park Ave., Babylon, NY 11702
SCTM # 102-10-1-26
SEQRA Review

Dear Ms. Rigelhaupt:

At your request, Islandwide Engineering & Land Surveying, D.P.C. performed a review of the revised Short Environmental Assessment Form (SEAF) and associated documents. Attached please find Part 2 – Impact Assessment of the Short Environmental Assessment Form. As marked on the attached, the project will not result in any environmental significance and may proceed with the ZBA review process. Please complete the certification on page 2 of the form and keep in the project file along with the other provided information.

If you should have any questions please do not hesitate to call my office or email me at jeff@islandwideengineering.com.

Sincerely,

Jeffrey Patanjo

Jeffrey Patanjo
Managing Partner

Project:	180 Deer Park Ave
Date:	April 10 2024

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	180 Deer Park Ave
Date:	April 10, 2024

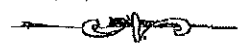
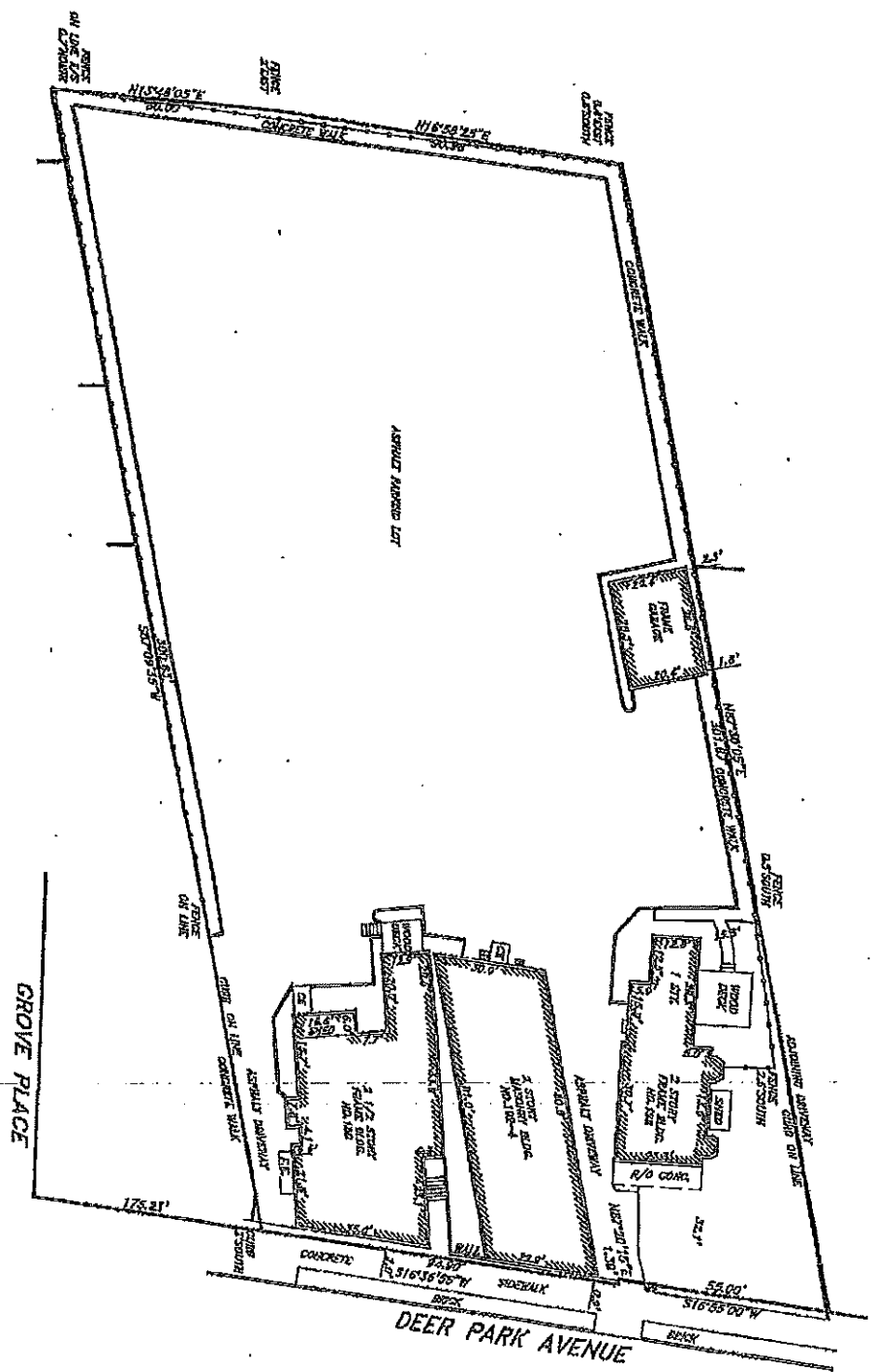
Short Environmental Assessment Form Part 3 Determination of Significance

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

The Village of Babylon Zoning Board of Appeals is lead agency for the review of this proposed project. After careful review of the proposed project plans, code requirements, provided information including SHPO determination, environmental testing and proposed building use, the Village has deemed this project will have little or no environmental significance. There is adequate parking on site, adequate utilities, no adverse impacts to the environment and is consistent with the character of the community.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Village of Babylon - Zoning Board of Appeals	April 10, 2024
Name of Lead Agency	Date
<u>Jeffrey C. Weber</u>	<u>SECRETARY OF ZONING BOARD OF APPEALS</u>
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
<u>Jeffrey C. Weber</u>	Jeffrey Patanjo - Islandwide Engineering & Land Surveying
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM



PREPARED FOR: ANIMARK, LLC
 500 WEST 100TH STREET
 FIDELITY NATIONAL TITLE INSURANCE COMPANY

Chapman & Rees
 NEW YORK STATE LICENSE NO. 11040
 NY LICENSE NUMBER 041807

MAP OF PROPERTY

ANIMARK, LLC
 VILLAGE AND TOWN OF EASTON
 SUFFOLK COUNTY, NEW YORK

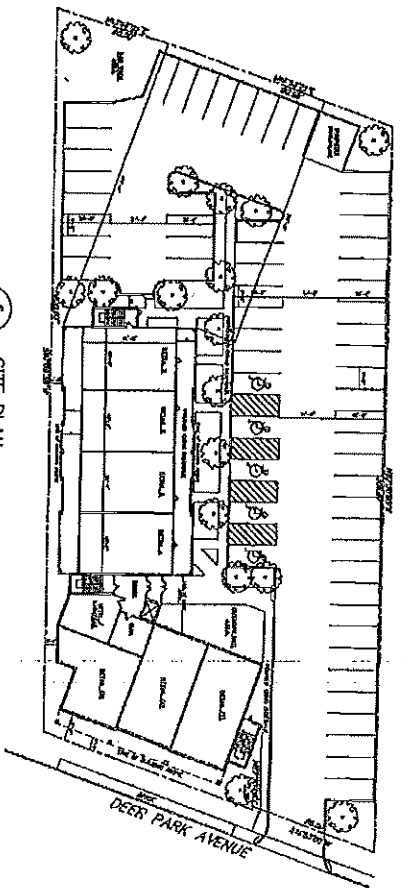
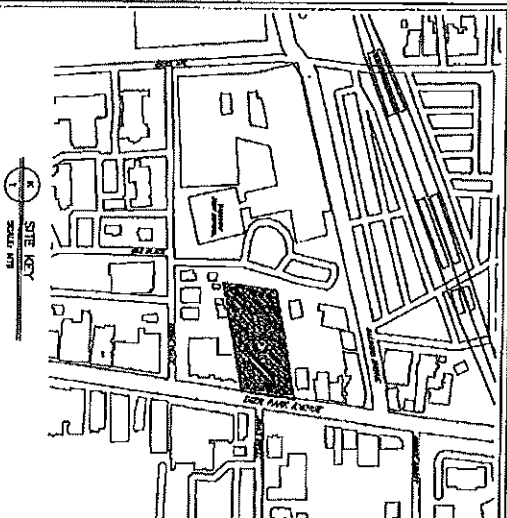
DATE: 01/27/2018
 ENGINE: JOHNSON
 CHIEF OF SURVEY: HENRY L.S.
 CORRECTION: 10/17/2018
 & 10/17/2018

ALTERNATIVE: 10/17/2018
 10/17/2018
 10/17/2018

REFERENCES:
 OFFICE: 311

TOWN OF EASTON
 10/17/2018

SCALE: 2"=100'
 OVER: 10/17/2018



5
1
SITE PLAN
SCALE: 1" = 25'-0"
LOT AREA = 5,500 SQ FT
LOT COVERAGE = 23.2%

PROPOSED THREE (3) STORY MIXED USE BUILDING:
 SERIAL NO. 9102-010-01-026207/028

PROPOSED USE: RETAIL / APARTMENTS

**PROPOSED USE: (7) RETAIL UNITS @ 1,000 SQ EACH
 (27) APARTMENT UNITS**

**PARKING REQUIRED: 235 STALLS PER UNIT # 27 UNITS = 6075 STALLS
 PARKING PROVIDED: 61 STALLS (INCLUDING 5 HC STALLS)**

BUILDING BREAKDOWN PER FLOOR:

**FIRST FLOOR: (7) RETAIL UNITS NOT TO EXCEED 1000 SQ PER UNIT.
 APARTMENT LOBBY (ELEVATOR, LIFT, MAIL ROOM)**

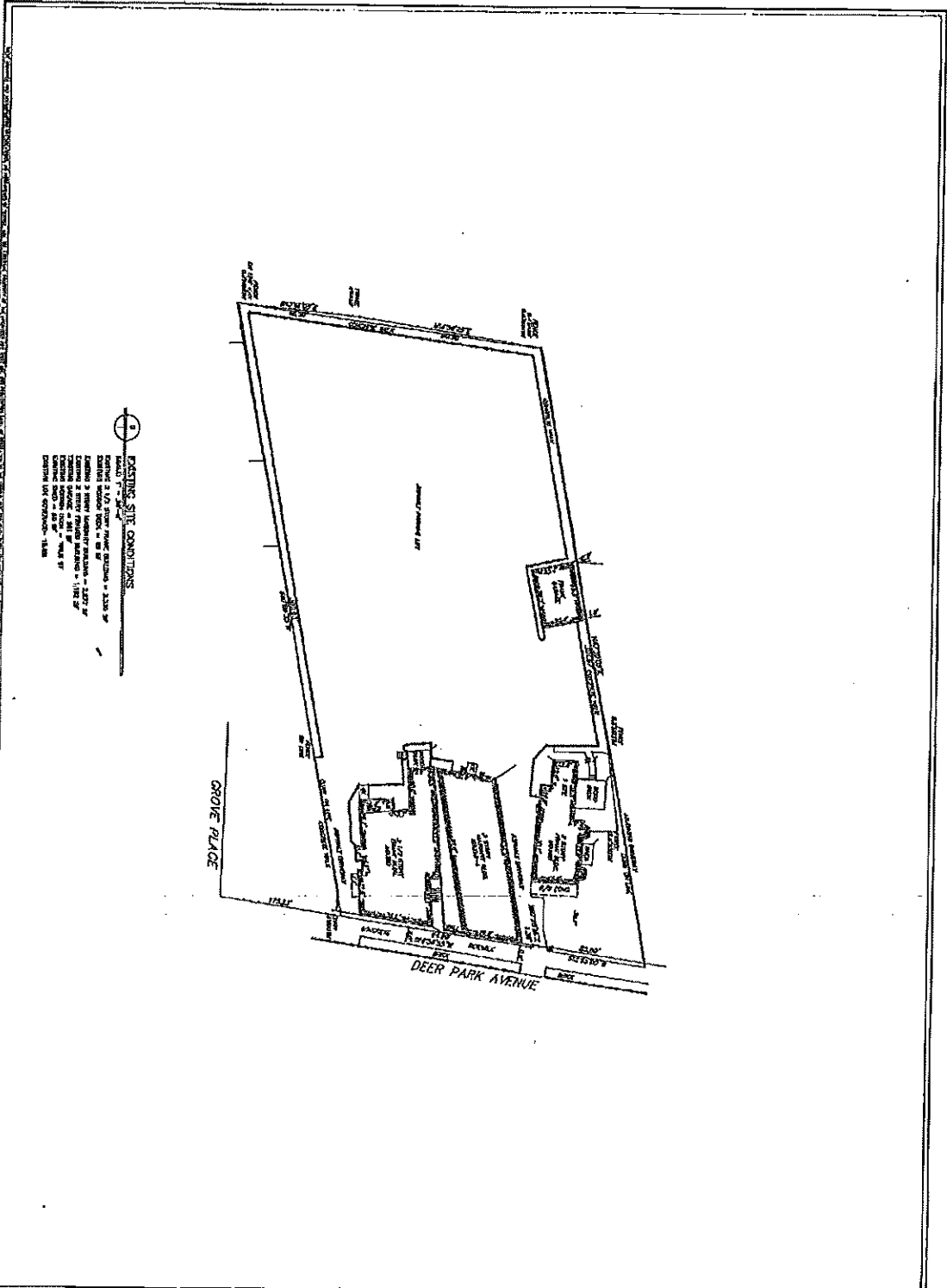
SECOND FLOOR: (14) APARTMENT UNITS (ONE BEDROOM)

THIRD FLOOR: (13) APARTMENT UNITS (ONE BEDROOM, 1 TWO BEDROOM & 1 STUDIO)

**LOT DATA: - 5,500 SQ FT
 PROPOSED BUILDING LOT COVERAGE = 23.2% IN
 EXISTING BUILDING LOT COVERAGE = 11.6% IN**

**PROPOSED SQUARE FOOTAGES:
 FIRST FLOOR = 6,828 SQ FT
 SECOND FLOOR = 10,242 SQ FT
 THIRD FLOOR = 10,242 SQ FT
 TOTAL BUILDING = 28,440 SQ FT**

	PROPOSED 35 UNIT APARTMENT / RETAIL BUILDING BABYLON VILLAGE APARTMENTS DEER PARK AVE BABYLON VILLAGE, NEW YORK
	Charles M. Thomas A. T. O. B. I. T. O. REGISTERED ARCHITECT, LICENSE NO. 2012-2017
DATE: 11/15/17 DRAWN BY: [Name] CHECKED BY: [Name]	SITE PLAN
APPROVED FOR: [Signature]	APPROVED FOR: [Signature]



Charles M. Thomas
 ARCHITECT
 100 WEST 57TH STREET
 NEW YORK, N.Y. 10019
 TEL. 212-774-2222

EXISTING SITE

DATE: 10/10/78

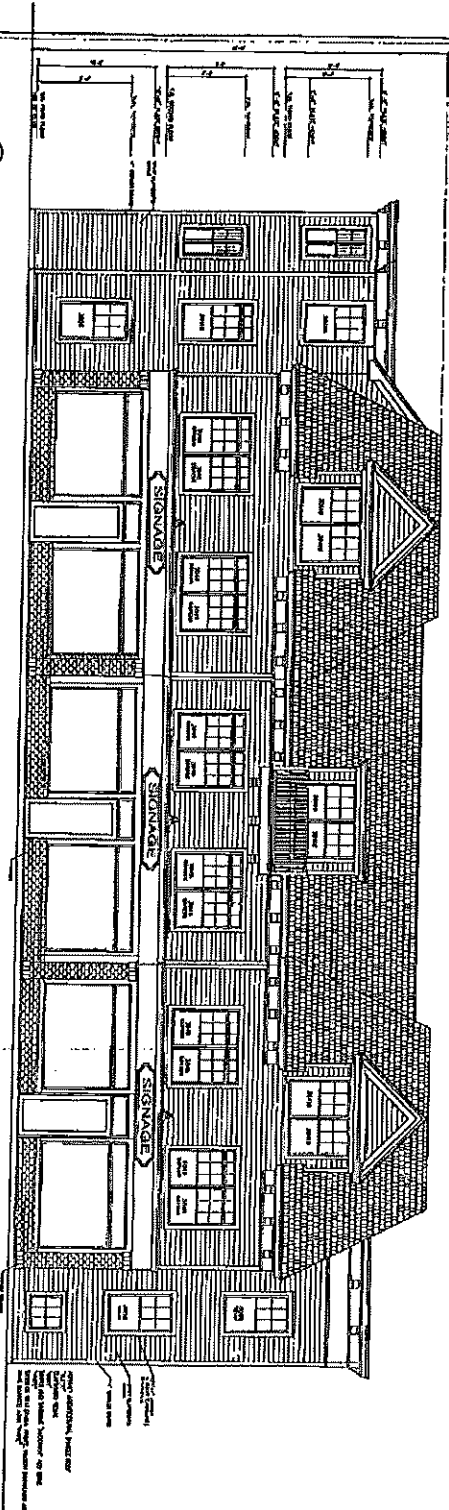
PROPOSED 55 UNIT APARTMENT / RETAIL BUILDING
BABYLON VILLAGE APARTMENTS

DEER PARK AVE
 BABYLON VILLAGE, NEW YORK

NO.	DESCRIPTION	DATE



FRONT ELEVATION
SCALE 1/8" = 1'-0"



CHARLES M. THOMAS ARCHITECTS

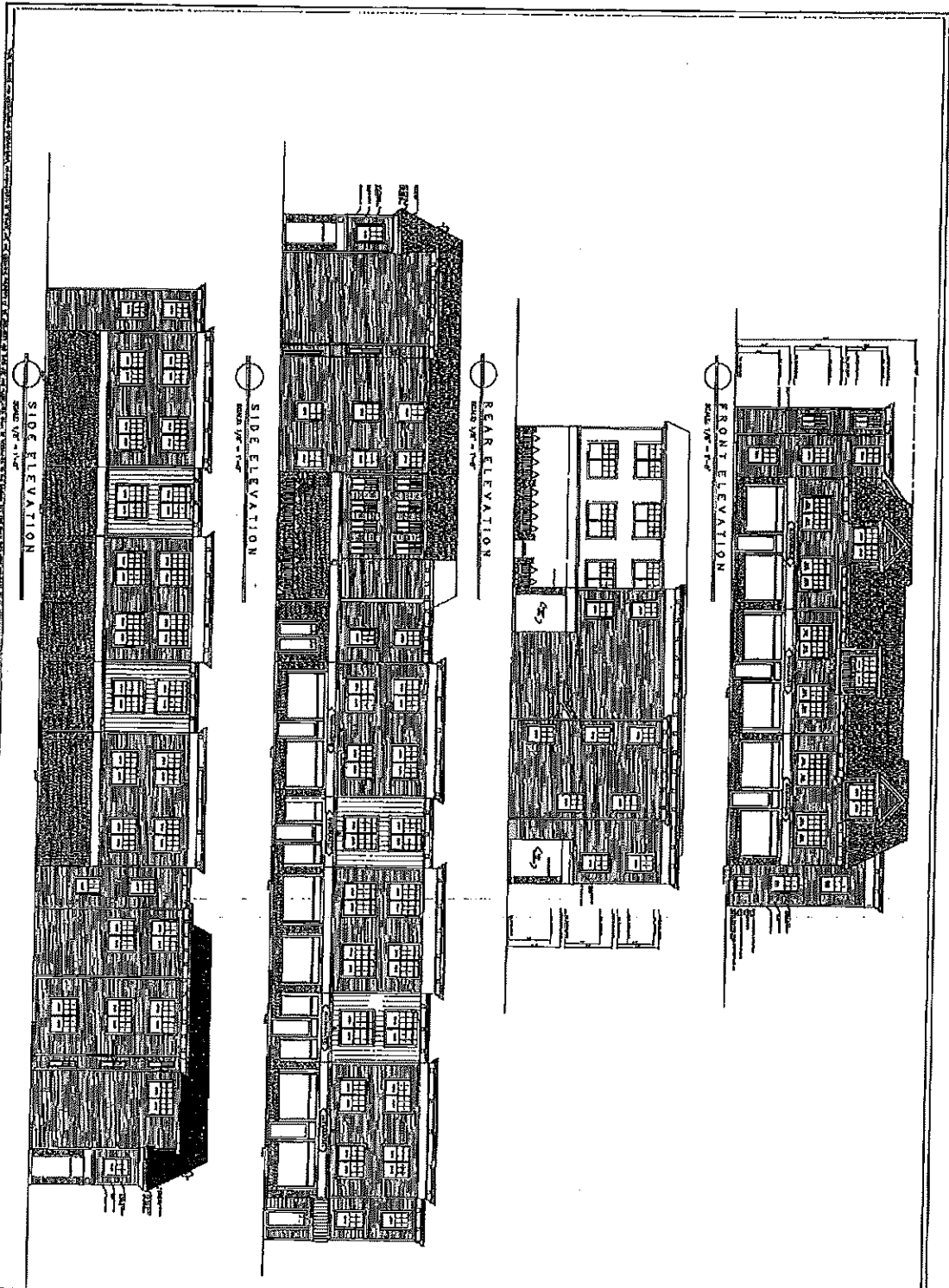
PROPOSED 34 UNIT APARTMENT / RETAIL BUILDING
BABYLON VILLAGE APARTMENTS
 DEER PARK AVE
 BABYLON VILLAGE, NEW YORK

Charles M. Thomas
 ARCHITECT
 100 WEST 42ND STREET
 NEW YORK, N.Y. 10018

FRONT ELEVATION

DATE: 12/15/2011
 DRAWING NO.: 100-100-100-100
 PROJECT NO.: 100-100-100-100
 SCALE: 1/8" = 1'-0"

APARTMENT
Q71



PROPOSED 24 UNIT APARTMENT / RETAIL BUILDING
BABYLON VILLAGE APARTMENTS

DEER PARK AVE
 BABYLON VILLAGE, NEW YORK

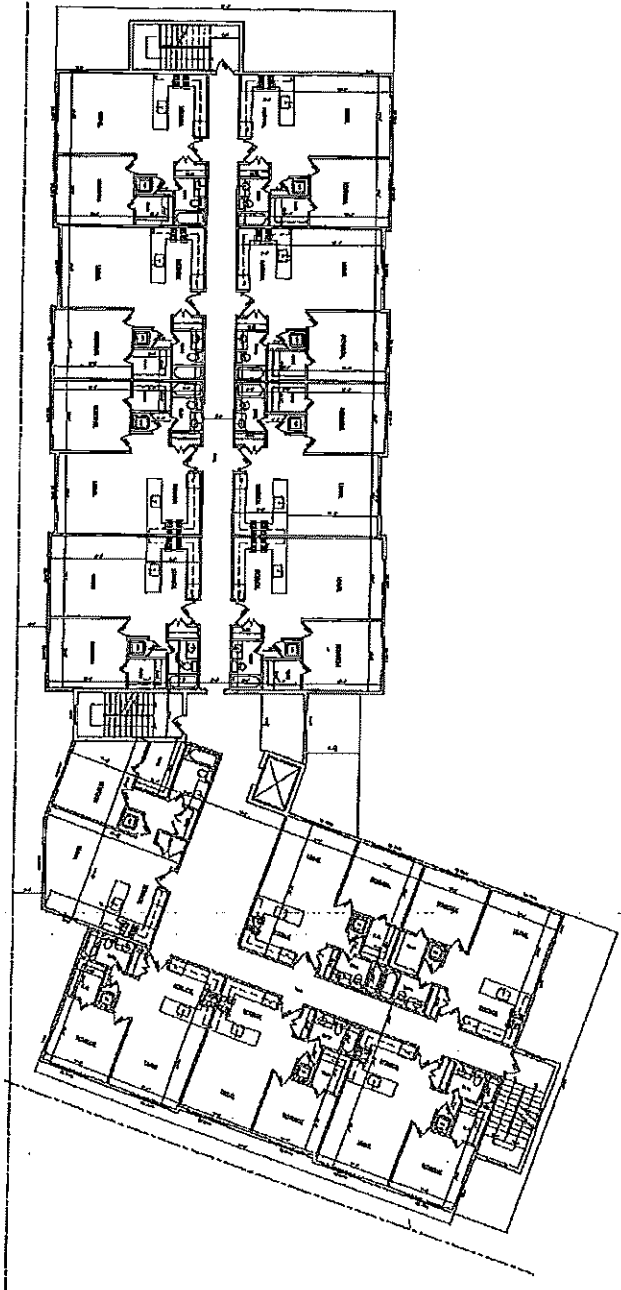
Charles M. Thomas
 ARCHITECT
 100 WEST 42ND STREET
 NEW YORK, N.Y. 10018

ELEVATIONS

DATE: 1/15/54
 DRAWN BY: [illegible]
 APPROVED BY: [illegible]

NO.	REVISION






 SECOND FLOOR PLAN
 TOTAL AREA 12,000 SQ. FT.
 TOTAL APARTMENT AREA 8,000 SQ. FT.

14 UNITS

PROPOSED 35 UNIT APARTMENT / RETAIL BUILDING
BABYLON VILLAGE APARTMENTS
 DEER PARK AVE
 BABYLON VILLAGE, NEW YORK

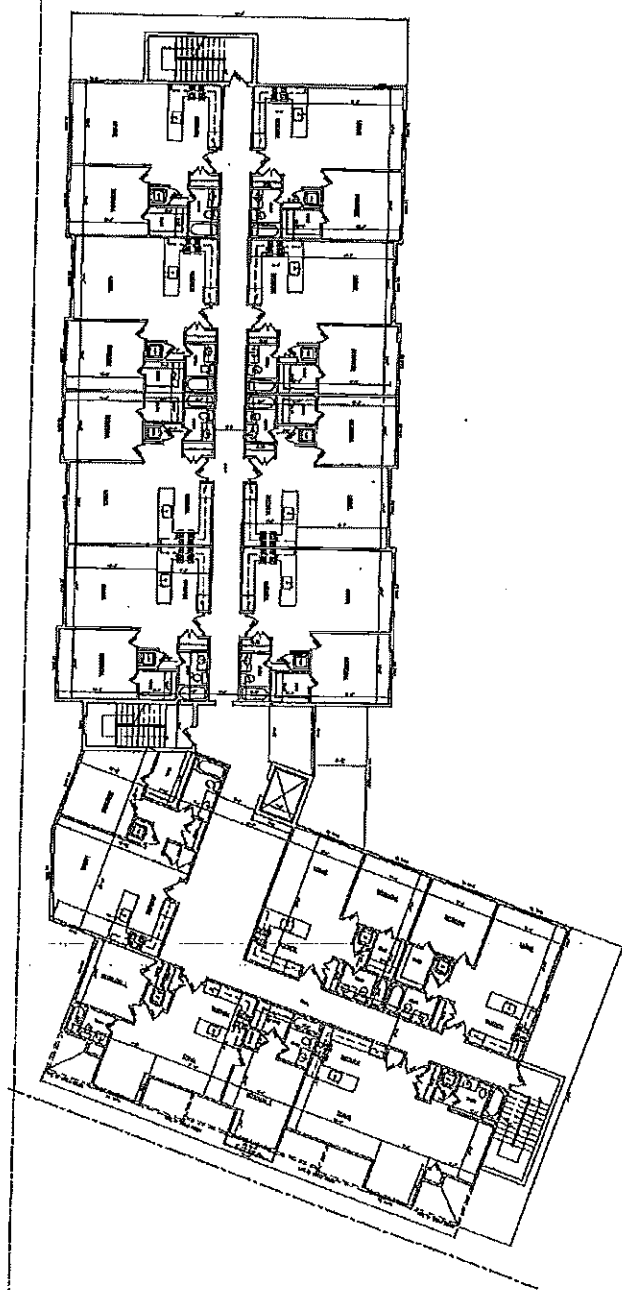
Charles M. Thomas
 ARCHITECT
 100 N. W. 11th St.
 MIAMI, FLORIDA 33136

SECOND FLOOR PLAN

DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____

NO.	REVISION





THIRD FLOOR PLAN
 SCALE: 1/8" = 1'-0"
 TOTAL AREA: 10,000 SQ. FT.
 TOTAL ROOMS: 100

13 UNITS

PROPOSED 26 UNIT APARTMENT / RETAIL BUILDING
BABYLON VILLAGE APARTMENTS
 DEER PARK AVE
 BABYLON VILLAGE, NEW YORK

Charles M. Thomas
 ARCHITECT
 1000 AVENUE OF THE STARS
 SUITE 1000
 FORT MYERS, FLORIDA 33908

THIRD FLOOR PLAN

NO.	DATE	DESCRIPTION



RESOLUTION OF THE TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A CERTAIN FACILITY FOR 180 DEER PARK AVENUE LLC AND APPROVING THE FORM, SUBSTANCE AND EXECUTION OF RELATED DOCUMENTS AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Town of Babylon Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 177 of the Laws of 1973 of New York, as amended, constituting Section 907-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of, among others, manufacturing, warehousing, research, commercial or industrial facilities, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, pursuant to an application (the "Application") submitted to the Agency by 180 Deer Park Avenue LLC (the "Company"), on behalf of itself and/or entities formed or to be formed by it or on its behalf, the Company has requested that the Agency undertake a project (the "Project") consisting of the following: (A)(1) the acquisition of an interest in approximately 1.0 acre of real estate located at 180 Deer Park Avenue, Babylon (Tax Map #0102-010.00-01.00-028.001) in the Village of Babylon, Town of Babylon, Suffolk County, New York (the "Land"); (2) the construction, equipping and furnishing of an approximately 30,511 square foot, three-story mixed use building on the Land, including approximately 27 residential units on the second and third floors with associated common spaces including lobby/mailboxes, and seven retail/office units each being approximately 1,000 square feet and located on the first floor, and related amenities for the building, including parking and green space (the "Improvements"); and (3) the acquisition and installation therein and thereon of various machinery, equipment and other personal property (the "Equipment" and, together with the Land and the Improvements, the "Facility"), which Facility is to be leased and subleased by the Agency to the Company and further subleased by the Company to residential tenants for housing and to commercial tenants for retail services and/or office space, and related uses permitted under the Act; (B) the granting of certain "financial assistance" (within the meaning of section 854(14) of the Act) with respect to the foregoing limited to potential exemptions from certain sales and use taxes, mortgage recording taxes (except as limited by Section 874 of the Act), transfer taxes and real property taxes (collectively, the "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale

of the Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, in order to induce the Company to proceed with the Project within the Town it appears necessary for the Agency to assist the Company by taking a leasehold interest in the Facility so as to afford the Company certain relief from mortgage recording taxation (to the extent requested), relief from real property taxation and relief from sales and use taxation for a limited period; and

WHEREAS, in accordance with the requirements of Section 859-a(1-a) of the Act, a copy of the public hearing resolution with respect to the Project adopted by the Agency on November 20, 2024 was mailed or hand delivered on or about November 22, 2024 to the chief executive officers of each of the Affected Tax Jurisdictions in which the Facility is or is to be located (including with respect to the school district the district clerk and the district superintendent); and

WHEREAS, the Project is the subject of a project report of Grow America (formerly the National Development Council or NDC), dated December 26, 2024, which was submitted by Grow America to the Agency in connection with the Application; and

WHEREAS, the Agency (A) caused notice of public hearing of the Agency (the "Public Hearing") pursuant to Section 859-a of the Act, to hear all persons interested in the Project and the Financial Assistance being contemplated by the Agency with respect to the Project, to be mailed or hand delivered on December 26, 2024 to the chief executive officers of the County of Suffolk, the Village of Babylon, the Town of Babylon, the Babylon Union Free School District and the Babylon Public Library (collectively, the "Affected Tax Jurisdictions"), (B) caused notice of the Public Hearing to be published on December 28, 2024 in Newsday, a newspaper of general circulation available to the residents of the Town of Babylon, New York, (C) conducted the Public Hearing on January 7, 2025 at 3:00 p.m., at Old Town Hall, 47 W. Main Street, Babylon, New York, and (D) prepared a report of the Public Hearing that fairly summarized the views presented at said public hearing and distributed same to the members of the Agency; and

WHEREAS, the Agency caused a letter dated December 26, 2024 (the "PILOT Deviation Letter") to be mailed or hand delivered to the chief executive officers of each of the Affected Tax Jurisdictions (including with respect to the school district the district clerk and the district superintendent), informing said individuals that the Agency would, at its meeting to be held on January 8, 2025, consider a proposed deviation from the Agency's uniform tax exemption policy (the "UTEP") with respect to the agreement of the Company to make certain payments in lieu of taxes to be entered into by the Company and the Agency with respect to the Facility; and

WHEREAS, prior to the date hereof, the Agency responded to all communications and correspondence received from the Affected Tax Jurisdictions regarding the proposed deviation from the UTEP; and

WHEREAS, the Agency allowed representatives from the Affected Tax Jurisdictions present at this meeting to address the Agency regarding such proposed deviation; and

WHEREAS, in connection with the Agency's evaluation of the Project for the provision of financial assistance, the Agency has (i) assessed all material information relating to the project included in the Application in order to afford a reasonable basis for the decision of the Agency to provide financial assistance to the Project; (ii) reviewed the Agency's written cost benefit analysis for the Project, which identifies the extent to which (A) the Project will create or retain permanent, private sector jobs; (B) the estimated value of any tax exemption to be provided to the Project; (C) the amount of private sector investment generated or likely to be generated by the Project; (D) reviewed the likelihood of accomplishing the proposed project in a timely fashion; and (E) considered the extent to which the Project will provide additional sources of revenue for the Town and the school district where the Facility is located; and

WHEREAS, in order to consummate the Project and the granting of the Financial Assistance described in the notice of the Public Hearing, the Agency proposes to enter into the following documents: (A) a company lease (and a memorandum thereof) (the "Company Lease") by and between the Company and the Agency, pursuant to which, among other things, the Agency will acquire a leasehold interest in the Land and the improvements now or hereafter located on the Land from the Company; (B) a lease and project agreement (and a memorandum thereof) (the "Lease Agreement") by and between the Agency and the Company, pursuant to which, among other things, the Company will agree to undertake and complete the Project as agent of the Agency and the Company further will agree to lease the Facility from the Agency and, as rental thereunder, to pay the Agency's administrative fee relating to the Project and to pay all expenses incurred by the Agency with respect to the Project and the Company will agree to make certain payments in lieu of taxes; and (C) various other documents and certificates relating to the Project (the "Other Documents" and, collectively with the Company Lease and the Lease Agreement, the "Agency Documents"); and

WHEREAS, in connection with the Project, the Company will execute and deliver to the Agency a bill of sale (the "Bill of Sale to Agency"), which conveys from the Company to the Agency all right, title and interest of the Company in the Equipment; and

WHEREAS, as security for the Loan (as such term is defined in the Lease Agreement), the Agency and the Company will execute and deliver to a lender or lenders to be determined (the "Lender") one or more mortgages, assignments of leases and rents and such other loan documents satisfactory to the Agency, upon advice of counsel, in both form and substance, as may be reasonably required by the Lender, to be dated a date to be determined (collectively, the "Loan Documents") in connection with the financing, refinancing or permanent financing of the costs of acquiring, constructing and equipping of the Facility; and

WHEREAS, the Agency will file with the assessor and mail to the chief executive officers of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form RP-412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Facility under Section 412-a of the Real Property Tax Law) (a "Real Property Tax Exemption Form") relating to the Project; and

WHEREAS, simultaneously with the execution of the Agency Documents, the Agency will file with the New York State Department of Taxation and Finance one or more forms entitled "IDA Appointment of Project Operator or Agent for Sales Tax Purposes" (the form required to be filed pursuant to Section 874(9) of the Act) (the "Thirty-Day Sales Tax Forms"); and

WHEREAS, for purposes of exemption from New York State (the "State") sales and use taxation as part of the Financial Assistance requested, "sales and use taxation" shall mean sales and compensating use taxes and fees imposed by article twenty-eight or twenty-eight-A of the State tax law but excluding such taxes imposed in a city by section eleven hundred seven or eleven hundred eight of such article twenty-eight;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TOWN OF BABYLON INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency, based upon the representations made by the Company to the Agency in the Application, hereby finds and determines that:

(A) The Agency has considered any and all responses from the Affected Tax Jurisdictions to the PILOT Deviation Letter;

(B) The Agency has reviewed and responded to all written comments received from any Affected Tax Jurisdiction with respect to the proposed deviation;

(C) The Agency has given all representatives from any Affected Tax Jurisdictions in attendance at this meeting the opportunity to address the members of the Agency regarding the proposed deviation;

(D) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(E) The Project constitutes a "project", as such term is defined in the Act; and

(F) The acquisition, construction and equipping of the Facility and the leasing of the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the Town of Babylon and the State of New York and improve their standard of living (and prevent unemployment and economic deterioration) and thereby serve the public purposes of the Act; and

(G) The acquisition, construction and equipping of the Facility and the leasing of the Facility to the Company is reasonably necessary to induce the Company to maintain and expand its business operations in the Town and in the State; and

(H) Based upon representations of the Company and counsel to the Company, the Facility conforms with the local zoning laws and planning regulations of the Town and all regional and local land use plans for the area in which the Facility is located; and

(I) The completion of the Facility will not result in the removal of a plant or facility of the Company or any other proposed occupant of the Facility from one area of the State to another area of the State or in the abandonment of a plant or facility of the Company or of any proposed occupant of the Facility located in the State; and

(J) The Project does not constitute a project where facilities or property that are primarily used in making retail sales to customers who personally visit such facilities constitute more than one-third of the total project cost.

(K) Based upon a consideration of the following factors, the Agency hereby determines that it is desirable and in the public interest of the Agency to deviate from its UTEP and enter into payment-in-lieu-of-tax provisions within the Lease Agreement with such terms as are outlined in the PILOT Deviation Letter:

1. **The extent to which the Project will create or retain private sector employment in the Town of Babylon.** The Project will create at least two new full-time jobs at the Facility. In addition, the Facility will have seven units of retail and/or office space (anticipated to be 3 retail units facing Deer Park Avenue and 4 office space units not facing Deer Park Avenue), which space may result in additional private sector employment within the Town. Additionally, the Project will create 27 new residential apartment units in the Town, which will support employment opportunities within the Town by creating needed market-rate, transit-oriented housing for workers (the residential units are comprised of 25 one-bedroom units, 1 two-bedroom unit and 1 studio unit). Furthermore, the Project will create approximately 25 construction jobs in the first year and 10 construction jobs in the second year.
2. **The impact of the Project on existing and proposed business and economic development projects in the Town of Babylon.** In addition to filling a need within the Village and the Town for additional market rate, transit oriented housing, the Project will promote continued economic development in the Village and the Town. As a mixed-use, transit-oriented development located 0.2 miles from the Babylon Long Island Railroad Station (LIRR), the Project will not only create needed housing, but will also contribute to the economic vitality of Babylon Village, supporting nearby businesses and enhancing the area's appeal as a thriving community hub. The Company has provided as part of its application to the Agency a market study confirming the demand for such housing in the Village and the Town and the limited amount of housing that currently existing within the Village and the Town. This mixed-use Project would encourage a pedestrian-friendly street, business development, and additional housing options within the Village and the Town.
3. **The amount of private sector investment likely to be generated by the Project.** In its application to the Agency, the Company indicates that it has expended \$4,000,000 on the acquisition of the Land and site clearance, and that it expects to expend an additional approximately \$7,354,700 on the construction, equipping and installation of the Facility and related costs.

4. **The public support for the Project.** There is public support for the Project as demonstrated by the local approvals that have been granted for the Facility.
5. **The likelihood of timely completion of the Project.** The Project has received all zoning and planning approvals and construction is expected to commence in January 2025. Principals of the Company have successfully undertaken similar projects, and currently own approximately 15 properties throughout New York.
6. **The environmental impact of Project.** The Village of Babylon Zoning Board of Appeals has issued a negative declaration for the Project pursuant to the New York State Environmental Quality Review Act (sometimes referred to as "SEQRA").
7. **The need for additional municipal and educational services resulting from the Project.** The Project, in creating additional housing, may have some impact on the utilization of the school district. However, with the housing units consisting primarily of one-bedroom units, it is unlikely that the Project would attract families with children who would be users of the school district. The Company expects that many of the residents will utilize the accessible public transportation. The Project likely will have a demand on fire and emergency medical services (EMT) and payments under the Proposed PILOT Agreement are intended to reimburse the Village and the Town for the costs of these services. Minimal demand for police services is anticipated. The building will be fully sprinkled.
8. **The extent to which the Project will provide additional sources of revenue for the Affected Taxing Jurisdictions.** The Project will make payments in lieu of taxes according to the formula described in Exhibit A attached to this letter, which payments will be an increase in tax revenues compared to the taxes being paid on the currently vacant land. The Project will generate at least two full time equivalent jobs for the community. In addition, tenants of the Facility are likely to do some of their shopping within the Village and/or the Town, thus generating sales and use tax revenue.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (A) proceed with the Project; (B) acquire (i) a leasehold interest in the Land and all improvements now or hereafter located on the Land from the Company pursuant to the Company Lease, and (ii) title to the Equipment pursuant to the Bill of Sale to Agency from the Company to the Agency, (C) lease the Facility to the Company pursuant to the Lease Agreement; (D) acquire, construct, reconstruct and install the Project, or cause the Project to be acquired, constructed, reconstructed, and installed, as provided in the Lease Agreement; (E) grant to the Company exemptions from real estate taxes with respect to the Facility, provided that the Company executes and delivers to the Agency the Lease Agreement; (F) grant to the Lender such mortgage lien on and security interest in its interest in the Facility and assign to the Lender all leases and rents with respect to the Facility, in each case as required by the Lender and the Loan Documents; and (G) grant to the Company the Financial Assistance with respect to the Project. In the event of the occurrence of a recapture event under the Lease Agreement, the Agency will pursue recapture of Financial Assistance as provided therein.

Section 3. The Agency is hereby authorized to acquire an interest in the Facility and to do all things necessary or appropriate for the accomplishment of the Project, and all acts heretofore taken by the Agency with respect to such Project are hereby approved, ratified and confirmed.

Section 4. (A) The Agency Documents and the Loan Documents shall be in form and substance satisfactory to the Chief Executive Officer ("CEO") or the Chief Financial Officer ("CFO") and the Agency Counsel and shall be in substantially similar form to the documents used in connection with prior Agency projects. The CEO, the CFO, the Chairman and the Secretary (each an "Authorized Representative") are each hereby authorized, on behalf of the Agency, to execute and deliver the Agency Documents and the Loan Documents, and, where appropriate, the Secretary of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same.

(B) The CEO, the CFO and any other Authorized Representatives are each hereby further authorized, on behalf of the Agency, to designate any additional Authorized Representatives to execute any Agency Documents, Loan Documents or certificates of the Agency authorized pursuant to this Resolution and determine the terms of the Agency Documents and the Loan Documents.

Section 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 6. The Agency hereby delegates to the Company, as agent of the Agency, the authority to designate (following the execution and delivery of the Agency Documents), agents and sub-agents of the Agency (each, a "Sub-Agent") for purposes of utilizing the Agency sales and use tax exemption with respect to the acquisition, construction and installation of the Facility; provided that any such sub-agency designation shall become effective only upon submission to the Agency within fifteen (15) days of such agency and sub-agency designation: (1) an executed sub-agent appointment agreement (in a form approved by the Agency) and (2) a completed Form ST-60 of the New York State Department of Taxation and Finance (IDA Appointment of Project Operator or Agent for Sales Tax Purposes). Such agents and sub-agents may include contractors and subcontractors involved in the acquisition, construction and installation of the Facility.

Section 7. The terms and conditions of subdivision 3 of Section 875 of the Act are herein incorporated by reference and the Company shall agree to such terms as a condition precedent to receiving or benefiting from an exemption from New York State sales and use exemptions benefits. Notwithstanding anything herein to the contrary, the amount of State and local sales and use tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **\$262,500 and shall last no longer than two years from the execution and delivery of the Agency Documents.**

Section 8. Notwithstanding anything herein to the contrary, the amount of mortgage recording tax exemption benefits comprising the Financial Assistance approved herein shall not exceed **\$45,000**.

Section 9. Notwithstanding anything herein to the contrary, the amount of real property tax exemption benefits comprising the Financial Assistance approved herein shall be approximately **\$2,288,860**, which such amount reflects the total estimated real property tax exemptions for the Facility (which constitute those taxes that would have been paid if the Facility were on the tax rolls and not subject to the Lease Agreement) of approximately \$6,200,798 less the estimated payments in lieu of taxes of approximately \$3,911,938 to be made by the Company to the affected tax jurisdictions with respect to the Facility during the term of the Lease Agreement. The approximate amount of estimated real property tax exemptions and the approximate amount of estimated payments in lieu of taxes are estimated based on an assumed assessed value of the Facility and assumed future tax rates of the affected tax jurisdictions. The actual amount of real property tax abatement benefit is subject to change over the terms of the Lease Agreement depending on any changes to assessed value and/or tax rates of the Affected Tax Jurisdictions. Exhibit A attached hereto reflects the calculation for the annual amount of the payments in lieu of taxes to be made to the affected tax jurisdictions in each year during the term of the Lease Agreement.

Section 10. The Agency Documents and the Loan Documents shall be deemed the obligations of the Agency, and not of any member, officer, agent or employee of the Agency in his/her individual capacity, and the members, officers, agents and employees of the Agency shall not be personally liable thereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby. The Agency Documents and the Loan Documents shall not constitute or give rise to an obligation of the State of New York or Town of Babylon, New York and neither the State of New York nor Town of Babylon, New York shall be liable thereon, and further, such agreement shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency.

Section 11. This resolution shall take effect immediately upon adoption.

Exhibit A

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 estate taxes to the Village (the "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 (i) the Lease Agreement expires, (ii) the Lease Agreement is terminated or (iii) the date on which the Agency is no longer maintaining a leasehold interest in the Land and the Improvements.

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.

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

<u>Tax Year</u>							
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 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.

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 Town Abatement Commencement Date (hereinafter defined) until the Town Abatement Termination Date (hereinafter defined), the Company shall make payments in lieu of County, Town, School District and Library real estate taxes (the “Non-Village PILOT Payments”) as follows:

Definitions

Town 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.

Town Abatement Termination Date = The February 28 immediately preceding the twenty-first (21st) anniversary of the Town Abatement Commencement Date or such earlier date on which (i) the Lease Agreement expires, (ii) the Lease Agreement is terminated or (iii) the date on which the Agency no longer maintains a leasehold interest in the Land and the Improvements.

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 of 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 Town 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.

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 Town Abatement Commencement Date. In no event shall the Company be entitled to receive County, Town, School District and Library 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 Town Abatement Termination Date the Company shall pay 100% of the County, Town, School District and Library taxes due on the 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.

**RESOLUTION GRANTING APPROVAL OF AND AUTHORIZING THE
GRANT OF CERTAIN FINANCIAL ASSISTANCE BY THE TOWN OF
BABYLON INDUSTRIAL DEVELOPMENT AGENCY TO GUL M CORP.,
SHAH'S HALAL FOOD AND PRODUCTS, INC., GULIB M LLC AND GULIB M
II LLC IN CONNECTION WITH THE ACQUISITION, RENOVATION AND
EQUIPPING OF WAREHOUSE AND DISTRIBUTION FACILITIES**

WHEREAS, the Town of Babylon Industrial Development Agency (the "**Agency**") is authorized under the laws of the State of New York (the "**State**"), and in particular under the provisions of the New York State Industrial Development Agency Act and the Agency's enabling legislation, respectively constituting Article 18-A and Section 907-a of the General Municipal Law (Chapter 24 of the Consolidated Laws of New York), as amended (the "**Act**"), to assist in providing for manufacturing, warehousing, research, civic, commercial and industrial facilities in the Town of Babylon (the "**Town**"); and

WHEREAS, representatives of Gul M Corp., a New York corporation, on behalf of itself and/or the principals of Gul M Corp., and/or any entity or entities formed on behalf of Gul M Corp. or any of the foregoing ("**Gul M. Corp.**") and Shah's Halal Food and Products, Inc., a New York corporation, on behalf of itself and/or the principals of Shah's Halal Food and Products, Inc. and/or any entity or entities formed on behalf of Shah's Halal Food and Products, Inc. or any of the foregoing ("**Shah's Halal Food**" and, together with Gul M. Corp., the "**Company**") and GULIB M LLC, a New York limited liability company, on behalf of itself and/or the principals of GULIB M LLC and/or any entity or entities formed on behalf of GULIB M LLC, or any other real estate holding company created in connection with the foregoing or any of the foregoing ("**GULIB M LLC**") and GULIB M II LLC, a New York limited liability company, on behalf of itself and/or the principals of GULIB M II LLC and/or any entity or entities formed on behalf of GULIB M II LLC, or any other real estate holding company created in connection with the foregoing or any of the foregoing ("**GULIB M II LLC**" and, together with GULIB M LLC, the "**Owner**") have filed or caused to be filed an application with the Town of Babylon Industrial Development Agency (the "**Agency**") concerning a project (the "**Project**") consisting of (i) the acquisition, renovating, reconstruction and equipping of an approximately 49,063 square foot industrial building on that certain approximately 1.8 acre lot, piece or parcel of land located at 5100 New Horizons Boulevard in Amityville, New York (the "**5100 New Horizon Facility**") and (ii) the renovation and equipping of an approximately 13,002 square foot industrial building located on that certain approximately 1.6 acre lot, piece or parcel of land located at 6500 New Horizons Boulevard, Amityville, New York (the "**6500 New Horizons Facility**" and, together with the 5100 New Horizons Facility, the "**Facility**") all for use by the Company as warehouse and distribution facilities in its food processing, wholesale and distribution business that prepares, processes, sells and distributes Halal food; and

WHEREAS, in order to induce the Owner and the Company to retain and grow additional jobs in the Town, it appears necessary for the Agency to assist the Owner and the Company by taking leasehold title to or undertaking control of the Facility so as to afford the Owner and the Company of certain relief from real property taxation, sales and use taxation and mortgage recording taxation with respect to the Facility; and

WHEREAS, it is contemplated that (i) GULIB M LLC will cause the transfer or lease of the 5100 New Horizons Facility to the Agency pursuant to a Company Lease Agreement (the “**5100 New Horizons Company Lease**”), (ii) GULIB M II LLC will cause the transfer or lease of the 6500 New Horizons Facility to the Agency pursuant to a Company Lease Agreement (the “**6500 New Horizons Company Lease**” and, together with the 5100 New Horizons Company Lease, the “**Company Lease**”), (iii) the Agency will assist GULIB M LLC to undertake the Project and will lease or sublease the 5100 New Horizons Facility to GULIB M LLC pursuant to a Lease and Project Agreement (the “**5100 New Horizons Lease Agreement**”), by and between GULIB M LLC and the Agency pursuant to which GULIB M LLC agrees, among other things, to make lease payments in such amounts as specified in the 5100 New Horizons Lease Agreement and (iv) the Agency will assist GULIB M II LLC to undertake the Project and will lease or sublease the 6500 New Horizons Facility to GULIB M II LLC pursuant to a Lease and Project Agreement (the “**6500 New Horizons Lease Agreement**” and, together with the 5100 New Horizons Lease Agreement, the “**Lease Agreement**”), by and between GULIB M II LLC and the Agency pursuant to which GULIB M II LLC agrees, among other things, to make lease payments in such amounts as specified in the 6500 New Horizons Lease Agreement; and

WHEREAS, it is further contemplated that (i) GULIB M LLC will further sublease the 5100 New Horizons Facility to Gul M. Corp. pursuant to a Sublease Agreement (the “**5100 New Horizons Sublease Agreement**”) by and between GULIB M LLC and Gul M. Corp. pursuant to which Gul M. Corp. agrees, among other things, to make sublease payments in such amounts as equal to lease rentals as specified in the 5100 New Horizons Lease Agreement and (ii) GULIB M II LLC will sublease the 6500 New Horizons Facility to Gul M. Corp. pursuant to a Sublease Agreement (the “**6500 New Horizons Sublease Agreement**” and, together with the 5100 New Horizons Sublease Agreement, the “**Sublease Agreement**”) by and between GULIB M II LLC and Gul M. Corp. pursuant to which Gul M. Corp. agrees, among other things, to make sublease payments in such amounts as equal to lease rentals as specified in the 6500 New Horizons Lease Agreement; and

WHEREAS, it is further contemplated that Gul M. Corp. will further sub-lease all or a portion of the 5100 New Horizons Facility and the 6500 New Horizons Facility to Shah’s Halal Food pursuant to which it is anticipated that Shah’s Halal Food will agree, among other things, to make sublease payments in such amount equal to lease rentals as specified in the 5100 New Horizons Lease Agreement and the 6500 New Horizons Lease Agreement (the “**Shah’s Halal Food Sub-Sublease**”); and

WHEREAS, pursuant to each Lease Agreement each respective Owner has agreed to make certain payments in lieu of real property taxes, with respect to each respective Facility, to the Agency; and

WHEREAS, in connection with the Agency’s evaluation of the Project for the provision of financial assistance, the Agency has (i) assessed all material information relating to the project included in the Company and Owner’s project application (the “**Project Application**”) in order to afford a reasonable basis for the decision of the

Agency to provide financial assistance to the Project; (ii) reviewed the Agency's written cost benefit analysis for the Project which identifies the extent to which (A) the Project will create or retain permanent, private sector jobs; (B) the estimated value of any tax exemption to be provided to the Project, (C) the amount of private sector investment generated or likely to be generated by the Project; (D) reviewed the likelihood of accomplishing the proposed project in a timely fashion; and (E) considered the extent to which the Project will provide additional sources of revenue for the Town and the school district where the Facility is located; and

WHEREAS, in connection with the adoption of this resolution the Agency has reviewed the Project Application and the Company and Owner have confirmed in such Project Application that as of the date of the Project Application, as amended, the Company and the Owner are in substantial compliance with the Act; and

WHEREAS, it is desired that the Agency authorize the granting of certain financial assistance to the Owner and the Company in connection with the Project and the Facility including exemption from State and local sales and use taxes, mortgage recording taxes, and real property taxes.

NOW, THEREFORE, BE IT DETERMINED, APPROVED AND RESOLVED by the Agency as follows:

Section 1. With respect to the Agency's evaluation criteria for Manufacturing/Warehousing//Distribution Projects the Agency makes the following determinations:

(a) It has reviewed the information in the Cost Benefit Analysis with respect to the Project.

(b) The Company proposes a capital investment in the land, building, machinery and equipment and capital improvements in the Facility of approximately \$8,695,000.

(c) The wage rates for the approximately twenty-three (23) full-time and two (2) part-time employees at the 6500 New Horizons Facility average \$80,000 to 200,000 per year for management positions, \$35,000 to 90,000 per year for administrative positions, \$41,500 per year for supervisor positions and \$53,000 per year for production positions.

(d) The Project will not have significant impact from local labor construction in the Town.

(e) The Project will not have a significant effect on in-region purchases or research and development.

(f) The Project will not have a significant effect on energy efficiency.

(g) The Project will not affect existing land use or zoning.

(h) Project is important to the retention of an employer of the Town. The Company currently employs twenty-three (23) full-time and two (2) part-time employees. If the Company does not receive financial assistance from the Agency the Company is considering relocating its current operations in the Town to facilities in one of the other eleven States the Company currently has facilities in, which would achieve substantial costs savings for the Company.

Section 2. Based on the evaluation of the foregoing evaluation criteria, (a) The Agency hereby finds and determines that (i) the Project constitutes a “Project” within the meaning of the Act; (ii) the Project is necessary for the Company to maintain its competitive position in its industry and to prevent the Company from relocating its facilities outside of New York State; and (iii) the granting of real property tax abatements, sales and use tax abatements and mortgage recording tax (collectively the “**Financial Assistance**”) by the Agency with respect to the Facility pursuant to the Act, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the Town and the State of New York and improve their standard of living, and thereby serve the public purposes of the Act.

(b) It is desirable and in the public interest for the Agency to grant Financial Assistance to the Owner and the Company with respect to the Facility.

(c) The Agency shall grant Financial Assistance to the Company and the Owner in the form of New York State and local Sales and Use Tax abatements in a maximum amount not to exceed in the aggregate \$94,063 as provided in Section 5.2 of the Lease Agreement and in the event of the occurrence of a recapture event under the Lease Agreement the Agency will pursue recapture of the Financial Assistance as provided in Section 5.4 of the Lease Agreement.

Section 3. To accomplish the purposes of the Act, the Agency shall take leasehold title to each Facility pursuant to each respective Company Lease, assist each Owner to undertake the Project, sublease each Facility to each respective Owner pursuant to each respective Lease Agreement and each respective Owner will further sub-sublease each respective Facility to Gul M. Corp. pursuant to each respective Sublease Agreement and Gul M. Corp will further sub-sublease all or a portion of each respective Facility to Shah’s Halal Food, pursuant to the Shah’s Halal Food Sub-Sublease.

Section 4. Pursuant to each Lease Agreement, each respective Owner will make certain payments in lieu of real property taxes (“**Pilots**”) which would be otherwise due and payable with respect to each respective Facility.

Section 5. In order to provide the Owner and the Company with Financial Assistance with respect to exemption from New York State and local Sales and Use Taxes with respect to the Project the Agency may issue one or more Sales Tax Agent Authorization Letters (“**Sales Tax Authorization Letters**”) which shall be used pursuant to the terms contained therein and in each Lease Agreement.

Section 6. In order to secure amounts to be loaned by a mortgage lender acceptable to the Chief Executive Officer (“CEO”) or the Chief Financial Officer (“CFO”) of the Agency to the Company with respect to the financing or refinancing of the Project and the Facility, the Agency hereby authorizes the execution of one or more mortgages (collectively, the “**Mortgages**”) granted at the initial closing of the “straight lease” transaction or any time thereafter during the term of the Lease Agreement, from the Agency and the Owner to any mortgage lender acceptable to the CEO or the CFO of the Agency or any other authorized representative, in form acceptable to the CEO or CFO of the Agency or any other authorized representative and counsel to the Agency.

Section 7. The form and substance of the Company Lease in substantially the form previously executed for other “straight lease” transactions is hereby approved.

Section 8. The form and substance of the Lease Agreement in substantially the form previously executed for other “straight lease” transactions is hereby approved.

Section 9. The form and substance of the Sublease Agreement in substantially the form previously approved by the Agency for other “straight lease” transactions is hereby approved.

Section 10. Thomas E. Dolan, as CEO or any successor CEO or any other Authorized Representative, is hereby authorized, is hereby authorized, on behalf of the Agency, to execute and deliver final forms of the Company Lease, Lease Agreement, Mortgages, Sales Tax Agent Authorization Letters, and any other agreements or certificates consistent herewith (hereinafter collectively called the “**Agency Documents**”), all in substantially the forms previously executed by the Agency for other “straight lease” transactions acceptable to Agency Counsel, with such changes, variations, omissions and insertions in the Agency Documents as the CEO or any other Authorized Representative of the Agency shall upon advice of counsel approve. The execution thereof by the CEO or any other Authorized Representative of the Agency shall constitute conclusive evidence of such approval.

The CEO or CFO of the Agency or any other authorized representative are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives including the Chairman, the Secretary or Assistant Secretary of the Agency, to execute any Agency Documents or certificates of the Agency authorized pursuant to this Resolution and determine the terms of the Agency Documents.

The Secretary, Assistant Secretary or Counsel to the Agency is hereby authorized to attest to the CEO’s, the CFO’s or any other authorized representative’s signature on the foregoing documents and to impress or affix the seal or facsimile seal of the Agency thereto.

Section 11. The CEO of the Agency, the CFO of the Agency or any other authorized representative including the Chairman or the Secretary and any member of the Agency (as used in this resolution, the “**Authorized Representatives**”) are hereby designated the authorized representatives of the Agency and each of them is hereby

authorized and directed to cause the transactions as described in the Company Lease, the Lease Agreement and the Sublease Agreement to be undertaken and in relation thereto, to execute and deliver any and all papers, instruments, agreements, opinions, certificates, affidavits and other documents, and to do and cause to be done any and all acts and things necessary or proper for carrying out this resolution, and the Agency Documents including such changes or revisions in the forms of such documents as may be requested by counsel to the Agency.

Section 12. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments, agreements and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary, or in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 13. All covenants, stipulations, obligations and agreements of the Agency contained in this resolution, and the Agency Documents shall be deemed to be the covenants, stipulations, obligations and agreements of the Agency to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Agency and its successors from time to time and upon any board or body to which any powers or duties, affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Agency or the members thereof by the provisions of this resolution, and the Agency Documents shall be exercised or performed by the Agency or by such members, officers, board or body as may be required by law to exercise such powers and to perform such duties.

Section 14. No covenant, stipulation, obligation or agreement contained in this resolution, or the Agency Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency or the Town in his or their individual capacity and neither the members of the Agency nor any officer shall be liable personally on the Agency Documents or be subject to any personal liability or accountability by reason of the execution thereof.

Section 15. The law firm Katten Muchin Rosenman LLP is hereby appointed transaction counsel to the Agency for this transaction.

Section 16. Notwithstanding the foregoing, the Agency will not grant any Financial Assistance to be granted hereunder in excess of \$100,000 to the Owner or the Company until the Agency has held a public hearing with respect to the grant of financial assistance in accordance with the provisions of the Act.

Section 17. This resolution shall take effect immediately.

**RESOLUTION AUTHORIZING AN AMENDMENT TO PROJECT DOCUMENTS
RELATING TO THE PARK PLAZA HOLDINGS LLC PROJECT TO EXTEND THE
NEW YORK STATE AND LOCAL SALES TAX EXEMPTION FOR THE PROJECT**

WHEREAS, on May 18, 2022, the Agency adopted a resolution granting approval of and authorizing the grant of certain financial assistance by the Agency to Park Plaza Holdings LLC (the “**Company**”) with respect to a project (the “**Project**”) consisting of the acquisition, construction and equipping by the Company of an approximately 78,000 aggregate square foot commercial residential rental facility containing approximately forty-eight (48) residential units for lease to the public, of which ten (10) residential units will be Affordable Housing consistent with the Affordable Housing Policy of the Agency all to be located on that certain approximately 1.1 acre lot, piece or parcel of land (the “**Project Site**”) generally known as 380 Eastern Parkway in Farmingdale, New York 11735 (the “**Facility**”), all for use by the Company in its commercial residential rental business; and

WHEREAS, on December 29, 2022 the Agency entered into a straight lease transaction with the Company pursuant to which the Agency granted the Company financial assistance in the form of among others, exemptions from real property taxes and New York State and local sales and use taxes in accordance with a Lease and Project Agreement, between the Agency and the Company dated December 29, 2022 (the “**Lease Agreement**”); and

WHEREAS, the New York State and local sales and use tax exemption for the Project and the Facility expired on December 29, 2024, and due to the several stop work orders issued by the Town of Babylon with respect to the Project which have since been resolved and lifted, completion of the Project has been significantly delayed and the Company desires to reinstate the New York State and local sales and use tax exemption for the Project and extend Sales Tax Exemption Expiration Date and the Project Completion Date for the Project from December 29, 2024 to December 31, 2025; and

NOW, THEREFORE, BE IT DETERMINED, APPROVED AND RESOLVED by the members of the Agency as follows:

Section 1. In order to provide the Company with financial assistance with respect to exemptions from New York State and local sales and use taxes with respect to the Project and the Facility, the Agency authorizes the amendment of the Lease Agreement and any Sales Tax Authorization Letter relating thereto (each a “**Sales Tax Letter**”) as shall be necessary to accomplish the foregoing including reinstating the Sales Tax Exemption and extending the Sales Tax Exemption Expiration Date and the Project Completion Date from December 29, 2024 to December 31, 2025.

Section 2. Thomas E. Dolan as Chief Executive Officer (the “**CEO**”) or any other Authorized Representative, is hereby authorized, on behalf of the Agency, to execute and deliver final forms of amendments to the Lease Agreement, the Sales Tax Letter and any other agreements or certificates consistent herewith (hereinafter collectively called the “**Amended Documents**”), all in form acceptable to the Agency upon the advice of counsel to the Agency. The execution thereof by the CEO shall constitute conclusive evidence of the approval of the Amended Documents.

The CEO or any other Authorized Representatives are further hereby authorized, on behalf of the Agency, to designate any additional authorized representatives including the Chairman, the Secretary or Assistant Secretary of the Agency (“**Authorized Representatives**”), to execute any Amended Documents or certificates of the Agency authorized pursuant to this Resolution and determine the terms of the Amended Documents.

The Secretary, Assistant Secretary or Counsel to the Agency is hereby authorized to attest to the Chief Executive Officer’s or any other Authorized Representative’s signature on the foregoing documents and to impress or affix the seal or facsimile seal of the Agency thereto.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Amended Documents, and to execute and deliver all such additional certificates, instruments, agreements and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary, or in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Amended Documents binding upon the Agency.

Section 4. All covenants, stipulations, obligations and agreements of the Agency contained in this resolution, and the Amended Documents shall be deemed to be the covenants, stipulations, obligations and agreements of the Agency to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Agency and its successors from time to time and upon any board or body to which any powers or duties, affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Agency or the members thereof by the provisions of this resolution, and the Amended Documents shall be exercised or performed by the Agency or by such members, officers, board or body as may be required by law to exercise such powers and to perform such duties.

Section 5. No covenant, stipulation, obligation or agreement contained in this resolution, or the Amended Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the Agency or the Town of Babylon in his or their individual capacity and neither the members of the Agency nor any officer shall be liable personally on the Amended Documents or be subject to any personal liability or accountability by reason of the execution thereof.

Section 6. This resolution shall take effect immediately.