



Thomas E. Dolan
Chief Executive Officer

FORM APPLICATION FOR FINANCIAL ASSISTANCE

DATE: June 24, 2025

APPLICATION OF: All-Color Offset Printers, Inc. & All Color Business Specialties, Ltd.
Company Name of Beneficial User of Proposed Project
(Not Realty or Special Purpose Entity (SPE) created for liability)

CURRENT ADDRESS: 301 and 305 Suburban Avenue
Deer Park, NY 11729

ADDRESS OF PROPERTY
TO RECEIVE BENEFITS: 240 and 300 Marcus Boulevard
Deer Park, NY 11729

Tax Map # District 100 Section 65 Block 1 Lot (s) 15, 17.2

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

1. User Data (Applicant):

A. User: All-Color Offset Printers, Inc. & All Color Business Specialties, Ltd.

Address: 305 Suburban Ave Deer Park NY 11729

ACBS FEID#

Federal Employer ID #:

Website: AllColorprinters.com

NAICS Code:

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

Name of User Officer Certifying Application:

Title of Officer: President

Phone Number:

E-mail:

B. Business Type:

Sole Proprietorship ☐

Partnership ☐Privately Held ☒Public Corporation ☐

Listed on

State of Incorporation/Formation: New York

C. Nature of Business:

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

Printing

D. User Counsel:

Firm Name: Harras Bloom & Archer LLP

Address: 445 Broadhollow Road, Suite 127

Melville, NY 11747

Individual Attorney: Andrew S. Filipazzi

Phone Number: 631-393-6220

E-mail: afillipazzi@hba-law.com

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

| Name | Percent Owned |
|--------------|---------------|
| Steven Bogue | 51 |
| Will Bogue | 49 |
| | |

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

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

No

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

No

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

N/A

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

N/A

I. List parent corporation, sister corporations and subsidiaries:

N/A

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

Yes, Town of Babylon Industrial Development Agency granted Applicant benefits in 2018 in connection with the

purchase of 305 Suburban Avenue, Deer Park and its business operation at that location and 301 Suburban Avenue

- K. List major bank references of the User:

N/A

2. Owner Data

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

- A. Owner (together with the User, the "Applicant"): Marcus Blvd Associates L.L.C.

Address: 240 Marcus Blvd

Deer Park, NY 11729

Federal Employer ID #: Website: N/A

NAICS Code: 531

Name of Owner Officer Certifying Application:

Title of Officer: Member

Phone Number:

E-mail:

- B. Business Type:

Sole Proprietorship ☐

Partnership ☐

Privately Held ☒

Public Corporation ☐

Listed on

State of Incorporation/Formation: New York

- C. Nature of Business:

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

Real estate holding company

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

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

ii. If no, please complete all questions below.

E. Owner's Counsel:

Firm Name: Okin Edelman P.C.

Address: 3000 Marcus Avenue, Suite 3W10

Lake Success, NY 11042

Individual Attorney: Glen S. Edelman

Phone Number: 516-303-1450 E-mail: gedelman@okinedelman.com

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

| Name | Percent Owned |
|----------------------|---------------|
| <u>Adam Avrick</u> | <u>90</u> |
| <u>Stuart Avrick</u> | <u>10</u> |
| <u></u> | <u></u> |

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

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

No

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

No

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

DDI-Inc. (Design Distributors, Inc.)

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

No

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

N/A

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

Yes, in 1995, Owner Marcus Blvd. Associates LLC received IDA benefits along with Design Distributors, Inc. from

Town of Babylon Industrial Development Agency pursuant to the resolution on June 27, 1995.

- L. List major bank references of the Owner:

M&T Bank

Part II – Operation at Current Location

1. Current Location Address: 301 and 305 Suburban Avenue, Deer Park, NY 11729

2. Owned or Leased: Owned

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

33,500 square foot one-story industrial buildings

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

Printing services

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

Yes ☒ No ☐

A. If yes, list the Address: 301 and 305 Suburban Avenue, Deer Park, NY 11729

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

A. If no, explain how current facilities will be utilized: Applicant expanding business will continue to

utilize the existing facilities to complement the new facility for warehousing and distribution for the printing business.

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

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

A. If yes, please list states considered and explain: Pennsylvania. Applicant has real estate holdings in

Pennsylvania that could be utilized to re-locate the ongoing business.

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

A. Please explain: Applicant requires the requested benefits from the IDA to keep its operations in the Town of

Babylon and in the State of New York. If benefits are not received, Applicant may relocate to Pennsylvania.

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

99 full time employees, average salary \$65,000

(Remainder of Page Intentionally Left Blank)

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

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

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

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

Sales Tax Exemption ☒ Mortgage Recording Tax Exemption ☒Real Property Tax Abatement: ☒**2. Location of project:**

A. Street Address: 240 and 300 Marcus Boulevard, Deer Park, NY 11729

B. Tax Map: District 0100 Section 65 Block 1 Lot(s) 15, 17.2

C. Municipal Jurisdiction:

i. Village: N/A

ii. School District: Deer Park Union Free School District

iii. Library: Deer Park Public Library

D. Acreage: 3.902 acres

3. Project Components (check all appropriate categories):

- | | | |
|---|---|--|
| A. Construction of a new building | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| i. Square footage: _____ | | |
| B. Renovations of an existing building | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| i. Square footage: 25,000 sf | | |
| C. Demolition of an existing building | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| i. Square footage: _____ | | |
| D. Land to be cleared or disturbed | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| i. Square footage/acreage: _____ | | |
| E. Construction of addition to an existing building | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| i. Square footage of addition: _____ | | |
| ii. Total square footage upon completion: _____ | | |
| F. Acquisition of an existing building | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| i. Square footage of existing building: 25,000 | | |

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

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

4. Current Use at Proposed Location:

Applicant is presently in contract to purchase 240 Marcus Blvd.

A. Does the Applicant currently hold fee title to the proposed location? Marcus Blvd. Associates, LLC is the current fee owner.

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

B. Present use of the proposed location: Printing and warehousing business

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

i. If yes, explain: _____

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

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

5. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: _____

All-Color Printers, Inc. Produces commercial printing and paperboard packaging for retail products.

All Color Business Specialties, Ltd. Produces commercial printing and paperboard packaging for retail products.

B. Proposed product lines and market demands: Folding Cartons Pharmaceutical & Food Packaging

C. If any space is to be leased to third parties, indicate the tenant(s), total square footage of the project to be leased to each tenant, and the proposed use by each tenant:

None

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

Applicant requires this additional facility to meet the needs and demands of its ongoing operation, which requires greater space than presently exists at its present location at 301 and 305 Suburban Avenue, Deer Park. Without this additional space, Applicant will be unable to maintain and grow its business and labor force.

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

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

6. Project Work:

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

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

B. What is the current zoning? GA - Light Industrial

C. Will the project meet zoning requirements at the proposed location?

Yes ☒ No ☐

D. If a variance or change of zoning is required, please provide the details/status of the variance or change of zone request:

None

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

7. Project Completion Schedule:

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

i. Acquisition: October 2025

ii. Construction/Renovation/Equipping: Three (3) months from Closing

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

Applicant intends to close on the acquisition of 240 Marcus Blvd. within thirty (30) to forty-five (45) days from Final

Approval from the IDA. Applicant will commence renovations and repairs within three (3) months of closing. Applicant

is presently operating at 300 Marcus Blvd.

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Part IV – Project Costs and Financing

1. Project Costs:

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

| <u>Description</u> | <u>Amount</u> |
|-------------------------------------|------------------------|
| Land and/or building acquisition | \$ <u>5,000,000</u> |
| Building(s) demolition/construction | \$ _____ |
| Building renovation | \$ <u>600,000</u> |
| Site Work | \$ _____ |
| Machinery and Equipment | \$ _____ |
| Legal Fees | \$ <u>30,000</u> |
| Architectural/Engineering Fees | \$ _____ |
| Financial Charges | \$ _____ |
| Other (Specify) | \$ _____ |
| Total | \$ <u>5,630,000.00</u> |

2. Method of Financing:

| | <u>Amount</u> | <u>Term</u> |
|--|---------------------|----------------|
| A. Tax-exempt bond financing: | \$ _____ | _____ years |
| B. Taxable bond financing: | \$ _____ | _____ years |
| C. Conventional Mortgage: | \$ <u>4,000,000</u> | <u>5</u> years |
| D. SBA (504) or other governmental financing: | \$ _____ | _____ years |
| E. Public Sources (include sum of all State and federal grants and tax credits): | \$ _____ | |
| F. Other loans: | \$ _____ | _____ years |
| G. Owner/User equity contribution: | \$ <u>1,630,000</u> | _____ years |

Total Project Costs \$ 5,630,000

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

0% _____

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

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

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

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

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

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

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

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

\$ 4,000,000 _____

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

\$ 30,000 _____

2. Sales and Use Tax Benefit:

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

\$ 600,000 _____

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

\$ 52,500 _____

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

i. Owner: \$ _____

ii. User: \$ _____

3. Real Property Tax Benefit:

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

No _____

- B. Agency PILOT Benefit:

i. Term of PILOT requested: Fifteen (15) years _____

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

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

Part VI – Employment Data

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

| | <u>Present</u> | <u>First Year</u> | <u>Second Year</u> | <u>Residents of LMA</u> |
|-------------|----------------|-------------------|--------------------|-------------------------|
| Full-Time | 99 | 101 | 103 | 97 |
| Part-Time** | 8 | 8 | 8 | 8 |

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

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

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

2. Salary and Fringe Benefits:

| Category of Jobs to be Retained and Created | Number of Employees | Average Salary or Range of Salary | Average Fringe Benefits or Range of Fringe Benefits |
|---|---------------------|-----------------------------------|---|
| Management | 6 | 150-250 | 7,500 - 12,500 |
| Professional | 10 | 100-150 | 5000 - 7500 |
| Administrative | 10 | 60-80 | 3000 - 4000 |
| Production | 50 | 40-70 | 2000 - 3500 |
| Supervisor | 10 | 70-100 | 3500 - 5000 |
| Laborer | 13 | 35-50 | 1750 - 2500 |
| Other | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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

FROM \$ 50,000 TO \$ 70000

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

| | <u>First Year</u> | <u>Second Year</u> | <u>Third Year</u> |
|--------------|-------------------|--------------------|-------------------|
| * Full-Time | <u>0</u> | <u>0</u> | <u>0</u> |
| ** Part-Time | <u>2</u> | <u>1</u> | <u>1</u> |

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

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

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Part VII – Representations, Certifications and Indemnification

1. Is the Applicant in any litigation which would have a material adverse effect on the Applicant's financial condition? (if yes, furnish details on a separate sheet)

Yes ☐ No ☒

2. Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state or local laws or regulations with respect to:

- a. Labor practices,
(with respect to workers and/or their working conditions and/or their wages, including but not limited to pending or threatened labor strikes, hand billing, consumer boycotts, mass demonstrations or other similar incidents; unfair labor practices complaints; incurred, or potentially incurred, liability including withdrawal liability with respect to an employee benefit plan, including a pension plan; any complaints, claims, proceedings or litigation arising from alleged discrimination in the hiring, firing, promoting, compensating or general treatment of employees. Please consider "discrimination" to include sexual harassment.)

Yes ☐ No ☒ (If yes, furnish details on a separate sheet)

- b. hazardous wastes, environmental pollution,

Yes ☐ No ☒ (If yes, furnish details on a separate sheet)

- c. other operating practices

Yes ☐ No ☒ (If yes, furnish details on a separate sheet)

3. Is there a likelihood that the Applicant would not proceed with this project without the Agency's assistance? (If yes, please explain why; if no, please explain why the Agency should grant the benefits requested)

Yes ☒ No ☐

Yes, if Applicant is not granted the requested benefits from the IDA, Applicant will not be able to expand its operation and

will consider relocating its business to Pennsylvania.

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

Applicant will not be able to proceed with this project without IDA benefits and its existing business may relocate out of

the Town of Babylon and/or State of New York.

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

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

Initial WS

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

Initial WS

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

Initial WS

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

Initial WS

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

Initial WS

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

Initial WS

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

Initial WS

Initial after receipt and acceptance of Schedule A and Schedule B

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

Initial WS

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

Initial WS

Part VIII – Submission of Materials

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

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

1. Financial statements for the last two fiscal years (unless included in the Applicant's annual report).
2. Applicant's annual reports (or 10-K's if publicly held) for the two most recent fiscal years.
3. Quarterly reports (form 10-Q's) and current reports (form 8-K's) since the most recent annual report, if any.
4. In addition, please attach the financial information described in items A, B, and C of any expected guarantor of the proposed bond issue.
5. Completed Long Environmental Assessment Form.
6. Most recent quarterly filing of NYS Department of Labor Form 45, as well as the most recent fourth quarter filing. Please **remove or redact any employee Social Security numbers** and note the full-time equivalency for part-time employees.

(Remainder of Page Intentionally Left Blank)

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



Representative of Applicant

Sworn to me before this 23rd
Day of June, 2025
Katherine Velle
(seal)

KATHLEEN A. VELLA
Notary Public, State of New York
No. 01VE6243789
Qualified in Nassau County
Commission Expires June 27, 2021

Part IX – Certification

_____ (name of representative of company submitting application)
deposes and says that he or she is the Owner (title) of All Color Business Specialties, Ltd.,
the corporation (company name) named in the attached application; that he or she has read the foregoing
application and knows the contents thereof; and that the same is true to his or her knowledge.

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

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


Representative of Applicant

Sworn to me before this 23rd
Day of June, 2025
Katherine Velez
(seal)

KATHLEEN A. VELLA
Notary Public, State of New York
No. 01VE6243789
Qualified in Nassau County
Commission Expires June 27, 2027

Part IX - Certification

Property Owner (if different from Applicant)

[Redacted] (name of representative of owner submitting application)
deposes and says that he or she is the Member (title) of Marcus Blvd. Associates, L.L.C.,
the corporation (company name) named in the attached application, that he or she has read the foregoing
application and knows the contents thereof, and that the same is true to his or her knowledge.

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

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

* Not owned

Representative of Applicant

KATHLEEN MARY ATTANASIO
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN SUFFOLK COUNTY
LIC. #01AT6329937
MY COMM. EXP. Aug. 31, 2027

Sworn to me before this 25
Day of June, 20 25
Kathleen Attanasio
(seal)

* Owner is in contract with Applicant to sell
240 Marcus Blvd, Deer Park, NY, and is the landlord under
a lease with Bogue Realty LLC, an affiliate of Applicant for
the rental of 300 Marcus Blvd, Deer Park, NY
Town of Babylon Industrial Development Agency

EXHIBIT A

Proposed PILOT Schedule

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

Exhibit A

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

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

Definitions

| | |
|---------------------------|--|
| X = | the then current assessed value of Facility Realty from time to time |
| PILOT Commencement Date = | the Taxable Status Date of the Town immediately following the date hereof. |
| Normal Tax Due = | those payments for taxes and assessments, other than special ad valorem levies, special assessments and service charges against real property located in the Town of Babylon (including any existing incorporated village or any village which may be or may have been incorporated after the date hereof, within which the Project is wholly or partially located) which are or may be imposed for special improvements or special district improvements, which the Lessee would pay without exemption. |
| Tax Year = | the Tax Year of the Town commencing each December 1 and ending the following November 30. |

Tax Year

| | |
|-------------------|---------------------------|
| 1 | 40.0% Normal Tax Due on X |
| 2 | 44.0% Normal Tax Due on X |
| 3 | 48.0% Normal Tax Due on X |
| 4 | 52.0% Normal Tax Due on X |
| 5 | 56.0% Normal Tax Due on X |
| 6 | 60.0% Normal Tax Due on X |
| 7 | 64.0% Normal Tax Due on X |
| 8 | 68.0% Normal Tax Due on X |
| 9 | 72.0% Normal Tax Due on X |
| 10 | 76.0% Normal Tax Due on X |
| 11 | 80.0% Normal Tax Due on X |
| 12 | 84.0% Normal Tax Due on X |
| 13 | 88.0% Normal Tax Due on X |
| 14 | 92.0% Normal Tax Due on X |
| 15 | 96.0% Normal Tax Due on X |
| 16 and thereafter | 100% Normal Tax Due on X |

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

Exhibit A

Town PILOT Schedule

All-Color Offset Printers, Inc. / All Color Business Specialities, Ltd.

6/24/2025

| Tax Savings for the following properties: | <u>Town Assessed Value</u> |
|--|--------------------------------|
| 240 Marcus Blvd., Deer Park 0100 065.00 01.00 015.000 | 17490 |
| 300 Marcus Blvd., Deer Park 0100 065.00 01.00 017.002 | 24480 |

PILOT Information

Assumptions

| | |
|-----------------------|-------------|
| Total Assessed Value | 41970 |
| Tax without Exemption | \$145,574 |
| Eligible Tax Rate of | 343.0398 |
| Ineligible Taxes | \$1,600.00 |
| Rate Increment of | 2% / year |
| Referenced Tax Bill | 2024 - 2025 |

PILOT Schedule

| | |
|---------------------|----------|
| PILOT Length | 15 years |
| Abatements start at | 60% |

| Year # | Abatement % | PILOT % | Estimated Taxes To be Paid | Estimated Savings |
|--------|----------------|------------|-------------------------------|-------------------|
| 1 | 60% | 40% | \$ 60,348 | \$ 88,100 |
| 2 | 56% | 44% | \$ 67,519 | \$ 83,850 |
| 3 | 52% | 48% | \$ 74,953 | \$ 79,450 |
| 4 | 48% | 52% | \$ 82,621 | \$ 74,800 |
| 5 | 44% | 56% | \$ 90,605 | \$ 69,950 |
| 6 | 40% | 60% | \$ 98,875 | \$ 64,850 |
| 7 | 36% | 64% | \$ 107,440 | \$ 59,550 |
| 8 | 32% | 68% | \$ 116,310 | \$ 54,000 |
| 9 | 28% | 72% | \$ 125,491 | \$ 48,150 |
| 10 | 24% | 76% | \$ 134,952 | \$ 42,150 |
| 11 | 20% | 80% | \$ 144,785 | \$ 35,850 |
| 12 | 16% | 84% | \$ 154,958 | \$ 29,250 |
| 13 | 12% | 88% | \$ 165,480 | \$ 22,350 |
| 14 | 8% | 92% | \$ 176,362 | \$ 15,200 |
| 15 | 4% | 96% | \$ 187,613 | \$ 7,750 |

Estimated Taxes to be paid: \$1,788,312

Estimated Savings: \$775,250

SCHEDULE A

Agency's Fee Schedule

Schedule A

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
 - $\frac{3}{4}$ of 1% between \$10mm-\$25mm
 - $\frac{1}{2}$ of 1% between \$25mm-\$35mm
 - $\frac{1}{4}$ 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.

SCHEDULE B

Agency's Recapture Policy

SCHEDULE B

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

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

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

(B) eighty per cent (80%) of the Benefits if the Recapture Event occurs during the period from the sixth (6th) year through and including the eighth (8th) year after the date hereof;

(C) sixty per cent (60%) of the Benefits if the Recapture Event occurs during the ninth (9th) year after the date hereof;

(D) forty per cent (40%) of the Benefits if the Recapture Event occurs during the tenth (10th) year after the date hereof; or

(E) twenty per cent (20%) of the Benefits if the Recapture Event occurs during the eleventh (11th) year after the date hereof.

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

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

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

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

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

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

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

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

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

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

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: All Color Printers Long Island Expansion | | | |
| Project Location (describe, and attach a location map): 240 and 300 Marcus Blvd. Deer Park, NY 11729 | | | |
| Brief Description of Proposed Action: Acquisition and lease of property for printing operation | | | |
| Name of Applicant or Sponsor: All-Color Offset Printers, Inc. & All Color Business Specialties, Ltd. | | Telephone: [REDACTED] | |
| | | E-Mail: [REDACTED] | |
| Address: 305 Suburban Avenue | | | |
| City/PO: Deer Park | | State: NY | Zip Code: 11729 |
| 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 type="checkbox"/> | YES <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: Town of Babylon IDA | | NO <input type="checkbox"/> | YES <input checked="" type="checkbox"/> |
| 3. a. Total acreage of the site of the proposed action? | | 3.902 acres | |
| b. Total acreage to be physically disturbed? | | 0 acres | |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? | | 3.902 acres | |
| 4. Check all land uses that occur on, are adjoining or near the proposed action: | | | |
| <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Storm water basin/sump <input type="checkbox"/> Parkland | | | |

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

| | | |
|---|---|--|
| 14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: | | |
| <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban | | |
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> |
| 16. Is the project site located in the 100-year flood plan? | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> |
| a. Will storm water discharges flow to adjacent properties? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <hr/> <hr/> | | |
| 18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> |
| <hr/> <hr/> | | |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: | NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> |
| <hr/> <hr/> | | |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) hazardous waste? If Yes, describe: <u>Adjoining properties Site 152026, SMS Instruments, Inc. 120 Marcus Blvd. and</u> <u>Site 152056, Fire Island L.F.</u> | NO <input type="checkbox"/> | YES <input checked="" type="checkbox"/> |
| <hr/> | | |
| I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE | | |
| Applicant/sponsor/name: <u>William Bogue</u> Date: <u>6.20.2025</u> | | |
| Signature: <u></u> Title: <u>Vice President</u> | | |