BABYLON IDA
INDUSTRIAL DEVELOPMENT AGENCY
PARTNERING . INVESTING . CREATING

BABYLON INDUSTRIAL DEVELOPMENT AGENCY

FORM APPLICATION FOR FINANCIAL ASSISTANCE

DATE: 09/02/26

APPLICATION OF: RABO PATTON DEVELOPERS LLC
Company Name of Beneficial User of Proposed Project
(Not Realty or Special Purpose Entity (SPE) created for liability)

CURRENT ADDRESS: 4 West Main Street
Bayshore, New York 11706

ADDRESS OF PROPERTY TO RECEIVE BENEFITS: 18-20 Patton Avenue, Wyndanch, New York 11798
See attached EXHIBIT A

Tax Map # District 100 Section 79 Block 3 Lot (s) 37-38

47 WEST MAIN STREET, SUITE 3 BABYLON, NY 11702 - TEL: (631) 587-3679 FAX: (631) 587-3675
WEBSITE: WWW.BABYLONIDA.ORG
E-MAIL: INFO@BABYLONIDA.ORG

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

1. User Data (Applicant):

A. User: RABO PATTON DEVELOPERS LLC

Address: 4 West Main Street, Bayshore, New York 11706

Federal Employer ID #: [redacted] Website: N/A

NAICS Code: 531390

(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: [redacted]

Title of Officer: Managing Member

Phone Number: [redacted] E-mail: [redacted]

B. Business Type:

Sole Proprietorship ☐ Partnership ☑ Privately Held ☐

Public Corporation ☐ Listed on ________

State of Incorporation/Formation: New York

C. Nature of Business:
(e.g., "manufacturer of _______ for ______ industry"; "distributor of _______")

Real Estate Holding

D. User Counsel:

Firm Name: CASSIDY LAW OFFICES, P.C.

Address: 85 EAST MAIN STREET, REAR ENT.

BAYSHORE, NEW YORK 11706

Individual Attorney: BRIAN CASSIDY, ESQ.

Phone Number: 631.277-8080 E-mail: bcassidy@crnylaw.com

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

Name	Percent Owned
Brian P. Cassidy	50%
Christopher M. Romano	50%

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

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

N/A

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

N/A

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:

N/A

K. List major bank references of the User:

Webster Bank [redacted]

Chase Bank [redacted]

2. <u>Owner Data</u> NOT APPLICABLE

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

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

Address: ____________________

____

Federal Employer ID #: ____________ Website: ____________________

NAICS Code: ____________

Name of Owner Officer Certifying Application: ____________________

Title of Officer: ____________________

Phone Number: ____________ E-mail: ____________________

B. Business Type:

Sole Proprietorship ☐ Partnership ☐ Privately Held ☐

Public Corporation ☐ Listed on ____________________

State of Incorporation/Formation: ____________________

C. Nature of Business:

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

____

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

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

ii. If no, please complete all questions below.

E. Owner's Counsel:

Firm Name: ______________________________

Address: ______________________________

____

Individual Attorney: ______________________________

Phone Number: ______________ E-mail: ______________________________

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

Name	Percent Owned

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

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

____

____

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

____

____

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

____

____

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

____

____

J. List parent corporation, sister corporations and subsidiaries:

____

____

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

____

____

____

____

L. List major bank references of the Owner:

____

____

____

Part II – Operation at Current Location

1. Current Location Address: 4 West Main Street, Bayshore, New York 11706

2. Owned or Leased: Lease

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

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

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

   A. If yes, list the Address:

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

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

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

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

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

   ____

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

   A. Please explain: The project is local to Long Island and therefore not applicable.

   ____

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

   ____

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Part III – Project Data

1. Project Type:

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

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

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

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

2. Location of project:

   A. Street Address: 18-20 PATTON AVENUE, WYNDANCH, NEW YORK

   B. Tax Map: District 100 Section 79 Block 3 Lot(s) 37-38

   C. Municipal Jurisdiction:

      i. Village: N/A
      ii. School District: 09-WYNDANCH
      iii. Library: Wyandanch Public Library

   D. Acreage: 0.525 +/- ACRE

3. Project Components (check all appropriate categories):

A. Construction of a new building ☑ Yes ☐ No
   i. Square footage: $ 14,700 s/f

B. Renovations of an existing building ☐ Yes ☑ No
   i. Square footage:

C. Demolition of an existing building ☐ Yes ☑ No
   i. Square footage:

D. Land to be cleared or disturbed ☑ Yes ☐ No
   i. Square footage acreage: 0.524 acre

E. Construction of addition to an existing building ☐ Yes ☑ No
   i. Square footage of addition: ______________

   ii. Total square footage upon completion:

F. Acquisition of an existing building ☐ Yes ☑ No
   i. Square footage of existing building: ___________

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

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

____

4. Current Use at Proposed Location:

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

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

B. Present use of the proposed location: VACANT LAND

____

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

i. If yes, explain: ______________

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

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

5. Proposed Use: **SEE EXHIBIT B**

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: 13 rental units in 7 buildings for total of 14,700 s/f and 31 parking spaces

2,250 s/f per building / Bldg.# 1-4 and 6-7 / 2 units each

1,200 s/f building / Building #5 / 1 unit

B. Proposed product lines and market demands: N/A

____

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

13 small units @ 1,125 s/f per unit

____

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

DUE OF SHORTAGE OF HOUSING IN LONG ISLAND, THERE IS A NEED FOR AFFORDABLE HOUSING.

THE PROJECT WILL FILL THAT NEED , AS SUPPORTED BY GOV. HOCHUL'S AGENDA TO BUILD MORE

AFFORDABLE HOUSING IN THE STATE OF NEW YORK.

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

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

6. Project Work:

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

i.	Site Clearance:	Yes ☐	No ☑	% Complete	______
ii.	Foundation:	Yes ☐	No ☑	% Complete	______
iii.	Footings:	Yes ☐	No ☑	% Complete	______
iv.	Steel:	Yes ☐	No ☑	% Complete	______
v.	Masonry:	Yes ☐	No ☑	% Complete	______
vi.	Other:				

B. What is the current zoning? Zone Code 1: Wyandanch S/Path Corridor and
Zone Code 2: 3- Residential Duplex / SFD

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:

NO

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: The land is already owned by the Applicant.

ii. Construction/Renovation/Equipping:

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

We estimate to complete the project two (2) years from the ground breaking, estimated to be about Sept. 2026.

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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:

Description	Amount
Land and/or building acquisition	$ 450,000
Building(s) demolition/construction	$ 2,660,000 (See attached Construction Proforma) EXHIBIT C
Building renovation	$
Site Work	$ 880,000 (See attached Construction Proforma) EXHIBIT C
Machinery and Equipment	$
Legal Fees	$ 150,000
Architectural/Engineering Fees	$ 350,000
Financial Charges	$ 550,000
Other (Specify)	$
Total	$ 5,040,000

2. Method of Financing:

	Amount	Term
A. Tax-exempt bond financing:	$	years
B. Taxable bond financing:	$	years
C. Conventional Mortgage:	$ 3,540,000 (construction loan)	2 years
D. SBA (504) or other governmental financing:	$	years
E. Public Sources (include sum of all State and federal grants and tax credits):	$ TBD	
F. Other loans:	$ $264,000 (bridge loan)	1 years
G. Owner/User equity contribution:	$ 1,764,000	years
Total Financing:	**$3,276,000**	
Total Project Costs	$ 5,040,000	

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

   NONE

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:

   ____

   ____

   ____

   ____

(Remainder of Page Intentionally Left Blank)

Part V – Project Benefits

1. Mortgage Recording Tax Benefit:

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

   $ 3,276,000

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

   $ 24,570

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):

   $ 2,660,000 x 55% (materials) = $1,463,000

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

   $ 130,000

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

   i. Owner: $ 130,000

   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: 25 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:

	Present	First Year	Second Year	Residents of LMA
Full-Time	0	2	2	2
Part-Time**	0	2	2	2

* 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			
Professional			
Administrative	1	$75,000 to $120,000	
Production			
Supervisor	1	$150,000 to $175,000	
Laborer			
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 $ 75,000 TO $ 150,000

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

	First Year	Second Year	Third Year
* Full-Time	40	40	40
** Part-Time	75	50	50

*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 ☐

   The 13 unit multifamily project is not financially feasible without the Agency's assistance due to the combined impact of construction costs, interest rates, and the projected real property tax burden. The Agency's benefits are necessary to close the financing gap and to achieve stabilized rents that are supportable in the current market.
   Without the Agency's assistance, the project would not meet required debt service coverage ratios or investor return thresholds, and the Applicant would be unable to proceed at the proposed scale, quality, or timeline. The Agency's participation is therefore a material factor in the Applicant's ability to undertake this development in the Town of Babylon.

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

   The municipality would forgo the economic and community benefits associated with the project, including new housing supply, construction employment, long-term permanent jobs, and increased local spending by residents. The site would likely remain underutilized for a longer period, and the Town would lose the opportunity to add a modern, code-compliant residential asset that contributes to the tax base over time. Additionally, the absence of IDA support would make it more difficult to attract comparable private investment in the future, as project economics remain challenging without such assistance.

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 BC

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 BC

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 BC

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 BC

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 BC

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 BC

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 BC

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
Initial BC

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
Initial BC

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.

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Part IX – Certification

Brian P. Cassidy (name of representative of company submitting application) deposes and says that he or she is the Managing Member (title) of RABO PATTON DEVELOPERS LLC, the corporation (company name) named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

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

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

Representative of Applicant

Sworn to me before this 2nd
Day of Sept., 20 26

(seal)

CHRISTOPHER M ROMANO
Notary Public, State of New York
No. 02RO6067588
Qualified In Suffolk County
Commission Expires

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.

Initial
BC

EXHIBIT A

Project 15 yr Incremental Abatement

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, all real estate taxes with respect to the Facility Realty based on the Town stabilized Base Assessed Value of the Facility Realty at such times, in such manner and in such amounts as would be applicable if the Facility Realty were owned by the Company and not leased by the Agency.

For the period commencing on the Abatement Commencement Date (hereinafter defined) until the earlier of the date on which the straight lease transaction (i) expires, (ii) is terminated or (iii) the date on which the IDA no longer maintains a leasehold interest in the Facility, the Company shall make PILOT payments with respect to real property taxes as follows:

Definitions

Abatement Commencement Date = the Taxable Status Date of the Town (i.e., March 1) immediately following the issuance of a Certificate of Occupancy.

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 Base Assessed Value multiplied by the then current tax rate of the Town for such Town Tax Year.

C = The current tax rate of the Town then in effect for such Town Tax Year.

S = The "**Town Stabilized Base Assessed Value**" of (land value) for the Town.

Town 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.

15 year Abatement starting at 75%

1	B	+	(((A-S)	x	25%)	x	C)
2	B	+	(((A-S)	x	30%)	x	C)
3	B	+	(((A-S)	x	35%)	x	C)
4	B	+	(((A-S)	x	40%)	x	C)
5	B	+	(((A-S)	x	45%)	x	C)
6	B	+	(((A-S)	x	50%)	x	C)
7	B	+	(((A-S)	x	55%)	x	C)
8	B	+	(((A-S)	x	60%)	x	C)
9	B	+	(((A-S)	x	65%)	x	C)
10	B	+	(((A-S)	x	70%)	x	C)
11	B	+	(((A-S)	x	75%)	x	C)
12	B	+	(((A-S)	x	80%)	x	C)
13	B	+	(((A-S)	x	85%)	x	C)
14	B	+	(((A-S)	x	90%)	x	C)
15	B	+	(((A-S)	x	95%)	x	C)
16 and thereafter							

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

Initial BC

Rabo Patton Developers, LLC

20 Patton Avenue
0100 079.00 03.00 037.000

Patton Avenue
0100 079.00 03.00 038.000 (WYAN - SD)

Wyandanch NY 11798

Assuming Constants of:

Estimated Combined AV - Land	330		
Estimated AV - 13 Unit Affordable Housing	24870		
Projected Assessed Value	25200		
Estimated Current tax eligible for PILOT	387.5726	$	97,668
Other Non-Abated taxes			1,543
Estimated Full tax at Current rate		$	99,211

15 Year PILOT
Base @ 100% + Incremental Abatement starting @ 75.0%

Increments -5.00% to 100%

Estimated Construction Completion - September 2028

1		2.00% Rate		15 BASE PILOT 330	Estimated Increment w/o Exemption 24870	Estimated Eligibe Tax w/o Exemption 25200	Incremental Abatement % Abate	Tax	Savings	Incremental PILOT 24870	PILOT	0% Non-Abated	To be Paid
2026	2027	395.3241	Base	$ 1,305		$ 1,305	0.0%	100.0%	-		$ 1,305	$ 1,544	$ 2,849
2027	2028	403.2306	Base	1,331		1,331	0.0%	100.0%	-		1,331	$ 1,544	2,875
2028	2029	411.2952	1	1,357	102,289	103,646	75.0%	25.0%	(76,706)	25,583	26,940	$ 1,544	28,484
2029	2030	419.5211	2	1,384	104,335	105,719	70.0%	30.0%	(73,039)	31,296	32,680	$ 1,544	34,224
2030	2031	427.9115	3	1,412	106,422	107,834	65.0%	35.0%	(69,194)	37,228	38,640	$ 1,544	40,184
2031	2032	436.4697	4	1,440	108,550	109,990	60.0%	40.0%	(65,121)	43,429	44,869	$ 1,544	46,413
2032	2033	445.1991	5	1,469	110,721	112,190	55.0%	45.0%	(60,903)	49,818	51,287	$ 1,544	52,831
2033	2034	454.1031	6	1,499	112,935	114,434	50.0%	50.0%	(56,445)	56,490	57,989	$ 1,544	59,533
2034	2035	463.1852	7	1,529	115,194	116,723	45.0%	55.0%	(51,830)	63,364	64,893	$ 1,544	66,437
2035	2036	472.4489	8	1,559	117,498	119,057	40.0%	60.0%	(47,009)	70,489	72,048	$ 1,544	73,592
2036	2037	481.8979	9	1,590	119,848	121,438	35.0%	65.0%	(41,925)	77,923	79,513	$ 1,544	81,057
2037	2038	491.5359	10	1,622	122,245	123,867	30.0%	70.0%	(36,669)	85,576	87,198	$ 1,544	88,742
2038	2039	501.3666	11	1,655	124,689	126,344	25.0%	75.0%	(31,184)	93,505	95,160	$ 1,544	96,704
2039	2040	511.3939	12	1,688	127,183	128,871	20.0%	80.0%	(25,416)	101,767	103,455	$ 1,544	104,999
2040	2041	521.6218	13	1,721	129,728	131,449	15.0%	85.0%	(19,457)	110,271	111,992	$ 1,544	113,536
2041	2042	532.0542	14	1,756	132,322	134,078	10.0%	90.0%	(13,248)	119,074	120,830	$ 1,544	122,374
2042	2043	542.6953	15	1,791	134,968	136,759	5.0%	95.0%	(6,729)	128,239	130,030	$ 1,544	131,574
				$26,108	$1,768,927	$1,795,035			$ (674,875)	$1,094,052	$1,120,160	$26,248	$1,146,408

SCHEDULE A

Agency's Fee Schedule

Verified by pdfFiller 03/10/2026 Brian Cassidy

Town of Babylon Industrial Development Agency
Fee Schedule

Rabo Patton Developers, LLC

20 Patton Avenue
0100 079.00 03.00 037.000
(WYAN - SD)

Patton Avenue
0100 079.00 03.00 038.000
(WYAN - SD)

Total Investment in Town	**$5,040,000**				
Estimated Transaction Fees					
Straight Lease Transaction[1]		*Amount*	*Rate*	*Fee*	
Hard Costs Fee		$ 3,990,000	1.25%	$ 49,880	
Estimated Savings Fee	(See Table A)	$ 827,458	1.00%	$ 8,270	
				Transaction Fee Total:	**$ 58,150**

Other Fees Due To Agency

Application Fee		
Project Under $10,000,000	$ 2,500	
Public Hearing		
Estimated Newsday Advertising Fee	$ 1,500	
	Other Fees Total:	**$ 4,000**

Total Expected Fees: $ 62,150

Table A. Estimated Savings

Reference	Exemption	Amount	Rate	Estimated Savings
PILOT Summary	Est PILOT			$ 674,875
page 16	Est Mtg Rec	$3,276,000	0.75%	$ 24,570
page 16	Est Sales Tax	$1,463,000	8.75%	$ 128,013
				$ 827,458

Brian Cassidy

Verified by pdfFiller 03/10/2026

Fee Policy

I. Application Fee: a non-refundable fee collected when the application is initially submitted to the Agency.
   a. Projects under $10,000,000.00 - $2,500.00
   b. Projects $10,000,000.00 and over - $5,000.00
II. Straight Lease Transaction:
   a. All projects shall pay 1.25% of hard costs plus 1% of savings which shall include the PILOT, estimated sales and mortgage recording tax savings, except if they meet the requirements in 2b-2c below.
   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.
III. 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
IV. Publication:
   a. The applicant is responsible for the cost of any publication. The amount will be invoiced at the time of closing.
V. 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.
VI. Administrative:
   a. Amendments to the lease, sales tax extensions, PILOT schedule changes - $5,000.00
   b. Termination of lease, mortgage modifications - $2,500.00

Verified by pdfFiller 03/10/2026 Brian Cassidy

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

Initial
BC

Schedule B – Recapture of Benefits – 15 Year PILOT

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

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

(i) one hundred percent (100%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs within the first four (4) years after the date hereof;

(ii) fifty percent (50%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the period from the fifth (5th) to the eight (8th) year after the date hereof;

(iii) twenty-five percent (25%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the ninth (9th) to the twelfth (12th) year after the date hereof;

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

(i) the Mortgage Recording Tax Exemption; and

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

(iii) real property tax abatements granted pursuant to Section 5.1 hereof (the **"Real Property Tax Abatements"**);

which Recaptured Benefits from time to time shall upon the occurrence of a Recapture Event in accordance with the provisions of subsection (c) below and the declaration of a Recapture Event by notice from the Agency to the Company be payable directly to the Agency or the State of New York if so directed by the Agency within ten (10) days after such notice.

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

(1) sale or closure of the Facility;

(2) a material violation of the terms and conditions of the Transaction Documents, including failure to complete the Facility in accordance with Section 3.6 hereof;

(3) a material misrepresentation made by the Company and contained in the application for Financial Assistance, any Transaction Documents or any other materials delivered pursuant to the Transaction Documents;

(4) the Company shall have liquidated its operations and/or assets at the Facility (absent a showing of extreme hardship);

(5) the Company shall have ceased all or substantially all of its operations at the Facility (whether by relocation to another facility or otherwise, or whether to another facility either within or outside of the Town) through no force majeure event;

(6) (Reserved);

(7) the Company shall have subleased all or any portion of the Facility in violation of the limitations imposed by the Transaction Documents, without the prior written consent of the Agency;

(8) the Company shall have sold, leased, transferred or otherwise disposed of all or substantially all of its interest in the Facility without the prior written consent of the Agency;

(9) the failure by the Company to complete the Project on or before the Completion Date substantially in accordance with the Plans and Specification and the Project Budget;

(10) the Company receives Company Sales Tax Savings in connection with the Project Work in excess of the Maximum Company Sales Tax Savings Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to such excess Company Sales Tax Savings only. It is further provided that failure to repay the Company Sales Tax Savings within thirty (30) days shall constitute a Recapture Event with respect to all Recaptured Benefits; and

(11) The Company fails to use and maintain the Facility as an Affordable Housing Project for the term of this Lease Agreement.

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

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

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

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

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

EXHIBIT A

AS TO LOT 038.000
ALL that certain plot, piece or parcel of land, situated,. lying and being at Wyandanch, Town of Babylon, County of Suffolk and State of New York, known and designated as Lot 65 as shown on a certain map entitled "Amended Map of Wyandanch Little Farms, Block A" and filed in the Office of the Clerk of the County of Suffolk on July 1, 1927 as Map Number 654.

AS TO LOT 037.000
ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Babylon, County of Suffolk and State of New York, known and designated as Lots 63 and 64, Block A, on a certain map entitled "Amended Map of Wyandanch Little Farms, situated at Wyandanch, Town of Babylon, Suffolk County" filed in the office of the Clerk of Suffolk County on July 1, 1927 as Map No. 654.

For Information Only: Vacant Land Patton Avenue, Wyandanch, NY 11798

Tax ID Number: D: 0100 S: 079.00 B: 03.00 L: 037.000 & 038.000

EXHIBIT B

DETAILED PROJECT DESCRIPTION

- Amenities: no clubhouse, or pool, just the (13) units themselves.

- Finishes: exteriors to be a variation of siding, brick, asphalt roofs, etc. (colors & types to be determined), and interiors to be painted gyp board, plumbing fixtures to be matte black for the time being, sinks/toilets to be white porcelain, flooring to be engineered wood, light fixtures to be recessed 4" dia w/white bezels, possibly chandeliers @ kitchen tables, and or hanging light fixtures @ kitchen islands.

- Unit Configuration:

    - (13) 1,125 sf three story large units (ground floor slab on grade, 2nd floor & 3rd floor): 1 full bathroom, 2 bedrooms, 1 car garage, living room, eat-in kitchen, foyer, laundry closet.

- **Affordability:**

  20% AMI of the total unit count

- **Parking:**

    - 31 spaces provided greater than 26 required

    - Cost per spot: TBD

DESCRIPTION OF THE PROPOSED IMPROVEMENTS

According to information provided to us, the subject property site is proposed to be improved with seven (7) wood-frame duplex buildings containing a total of thirteen (13) residential units, as detailed in the architectural plans prepared by Villano Architecture dated May 6, 2025.

The proposed development consists of three-story townhouse-style buildings, each configured as a duplex with an interior stairwell, ground-floor garage, utility/storage space, and living quarters on the upper two levels. The total Gross Building Area (GBA) is estimated at 14,700 square feet.

The planned unit mix includes:

- Thirteen (13) one-bedroom units of approximately 1,125 square feet each
- Approximately 20% would be affordable units of the total unit count.

Each building will include a private driveway and garage, and the development will be served by an internal private roadway providing ingress and egress from both Straight Path and Patton Avenue. Site improvements are expected to include landscaping, lighting, sidewalks, stormwater management systems, and other standard residential infrastructure components.

The proposed development is designed to create a compact, walkable residential environment consistent with infill development principles. Building design, layout, and site circulation have been tailored to accommodate the irregular shape of the site, which will contain a variety of duplex orientations.

The subject property's proposed unit mix is summarized in the following chart:

Proposed Unit Mix

Rent Roll	# Units	NSF/ Unit	Total NSF
1 Beds Small	10	1,125	11,250
(Bldg 5 xtra s/f)			+ 75
1 Beds Small AF	3	1,125	3,375
	13		**14,700**

EXHIBIT C

CONSTRUCTION PROFORMA

13-Unit Residential Construction Project
18-20 PATTON AVENUE, WYANDANCH, NY

Item #	Description	% of Total	Amount
SECTION 1: SITE WORK			
1.01	Landclearing	3.17%	$112,200
1.02	Grading & Earthwork	1.44%	$51,000
1.03	Storm Drainage	1.44%	$51,000
1.04	Water Service & Distribution	3.17%	$112,200
1.05	Sanitary Sewer	3.46%	$122,400
1.06	Electrical (Site)	4.32%	$153,000
1.07	Fiber Optics / Telecom	1.73%	$61,200
1.08	Landscaping	1.13%	$40,000
1.09	Hardscape (Sidewalks, Curbing, Paving)	2.12%	$75,000
1.10	Fencing & Gates	2.02%	$71,400
1.11	Security Systems (Site)	0.86%	$30,600
Subtotal — Site Work		**24.85%**	**$880,000**
SECTION 2: VERTICAL CONSTRUCTION			
2.01	Foundation & Concrete	7.03%	$248,800
2.02	Framing & Carpentry	12.99%	$460,000
2.03	Roofing	3.51%	$124,400
2.04	Windows & Exterior Doors	4.39%	$155,500
2.05	Siding / Cladding	5.27%	$186,600
2.06	Drywall & Interior Painting	8.78%	$311,000
2.07	Flooring	3.11%	$110,000
2.08	Interior Trim & Millwork	2.12%	$75,000
2.09	Kitchens (Cabinets, Countertops, Appliances)	5.65%	$200,000
2.10	Bathrooms (Fixtures, Tile, Vanities)	4.52%	$160,000
2.11	HVAC	5.27%	$186,600
2.12	Plumbing	6.15%	$217,700
2.13	Electrical (Building)	5.08%	$180,000
2.14	Fire Protection / Sprinklers	1.27%	$45,000
Subtotal — Vertical Construction		**75.15%**	**$2,660,600**
GRAND TOTAL		**100.00%**	**$3,540,600**

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:
Proposed Residential Duplex Buildings - 18 & 20 Patton Avenue

Project Location (describe, and attach a location map):
South side of Patton Avenue 378.92' west of Straight Path Wyandanch

Brief Description of Proposed Action:
Construct multi-residential buildings (13 units), install site equipment, paving, curbing, drainage, landscaping, lighting, utilities, etc.

Name of Applicant or Sponsor:
RABO Patton Developers, LLC

Telephone: [redacted]

E-Mail: [redacted]

Address:
4 West Main Street

City/PO: Bay Shore

State: New York

Zip Code: 11706

	NO	YES
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.	☐	☑
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, Suffolk County DPW & Health	☐	☑

3. a. Total acreage of the site of the proposed action? 0.54 acres
b. Total acreage to be physically disturbed? 0.54 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.35 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☐ Rural (non-agriculture) ☑ Industrial ☑ Commercial ☑ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
☐ Parkland

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: ____________________	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☐	☑
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: ____________________	☐	☑
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: ____________________	☐	☑
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: ____________________	☐	☑
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?	☑	☐
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?	☐	☑
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?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? 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:

- [ ] Shoreline
- [ ] Forest
- [ ] Agricultural/grasslands
- [ ] Early mid-successional
- [ ] Wetland
- [ ] Urban
- [x] Suburban

	NO	YES
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?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	☐	☑
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: On-site stormwater structures are proposed (also curbs, gutters, sheet flows)	☐	☑
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:	☑	☐
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:	☑	☐
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:	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

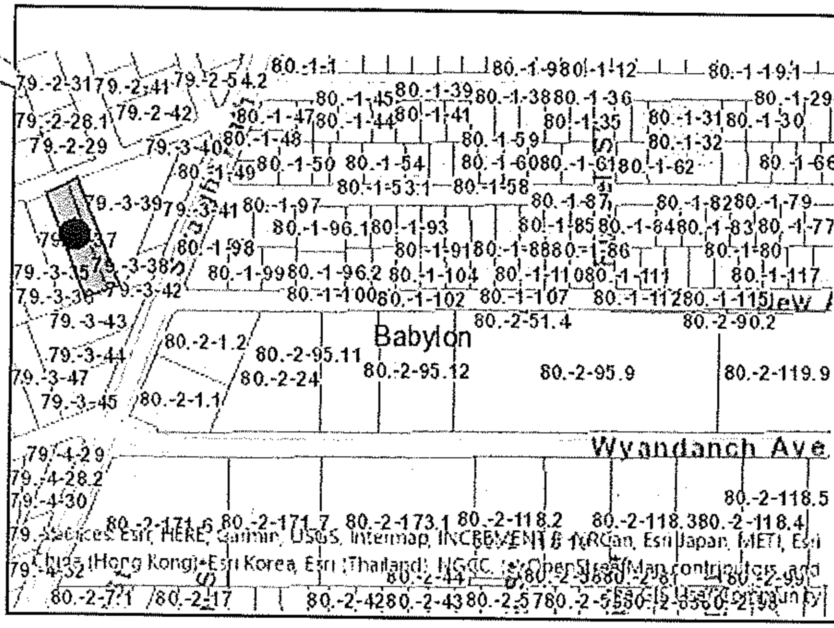
Applicant/sponsor/name: Catapano Engineering & Architecture, PC /Agent Date: March 23, 2026

Signature: J. Vegliucci Title: Authorized Agent

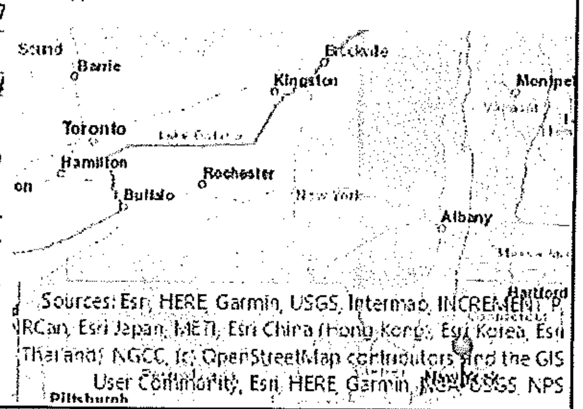
PRINT FORM

EAF Mapper Summary Report

Tuesday, March 24, 2026 11:15 AM



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



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No