

BABYLON INDUSTRIAL DEVELOPMENT AGENCY

Thomas E. Dolan
Chief Executive Officer

FORM APPLICATION FOR FINANCIAL ASSISTANCE

DATE: 02/17/2022

APPLICATION OF: Park Plaza Holdings LLC
Company Name of Beneficial User of Proposed Project
(Not Realty or Special Purpose Entity (SPE) created for liability)

CURRENT ADDRESS: 910 Thompson Drive, Bay Shore, NY 11706

ADDRESS OF PROPERTY TO RECEIVE BENEFITS: 380 Eastern Parkway, Farmingdale, NY 11735

Tax Map # District 100 **Section** 46 **Block** 1 **Lot (s)** 18.001

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Part I: User (Applicant) & Owner Data (if different)**I. User Data (Applicant):****A. User:** Park Plaza Holdings LLC**Address:** 380 Eastern Parkway, Farmingdale, NY 11735**Federal Employer ID #:** [REDACTED] **Website:** N/A**NAICS Code:** [REDACTED]

(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:** [REDACTED]**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 Company**D. User Counsel:****Firm Name:** Donohue, Kretz and Grabrant**Address:** 692 South Wellwood AveLinderhurst, NY 11757**Individual Attorney:** Steve Kretz**Phone Number:** 631-957-2000**E-mail:** DKGLAW@OPTIMUM.NET

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

Name	Percent Owned
Amro Holdings Inc	83%
Parkway Properties Inc	3%
Park Plaza JV LLC	14%

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.

NO RELATED ENTITIES

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

NO

I. List parent corporation, sister corporations and subsidiaries:

NO

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

NO

- K. List major bank references of the User:

Bank of America

2. Owner Data

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

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

Address: _____

Federal Employer ID #: _____ Website: _____

NAICS Code: _____

Name of Owner Officer Certifying Application: _____

Title of Officer: _____

Phone Number: _____ E-mail: _____

- B. Business Type:

Sole Proprietorship ☐

Partnership ☐

Privately Held ☐

Public Corporation ☐

Listed on _____

State of Incorporation/Formation: _____

- C. Nature of Business:

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

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

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

ii. If no, please complete all questions below.

E. Owner's Counsel:

Firm Name: _____

Address: _____

Individual Attorney: _____

Phone Number: _____ E-mail: _____

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

Name	Percent Owned
_____	_____
_____	_____
_____	_____

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

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

N/A

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

N/A

- 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.

N/A

- 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:

N/A

- 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:

N/A

- L. List major bank references of the Owner:

N/A

Part II – Operation at Current Location

1. Current Location Address: 380 EASTERN PARKWAY, FARMINGDALE, NY 11735

2. Owned or Leased: OWNED

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

1.22 +/- ACRES

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

PARKING OF VANS ON VACANT LAND

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:

THIS PROJECT WILL REPLACE A DILAPIDATED BUILDING.

THE PROJECT WILL REPLACE AN UNDER UTILIZED FACILITY WITH A BUSINESS IN DECLINE & MINIMAL EMPLOYEES

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: _____

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

(Remainder of Page Intentionally Left Blank)

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

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

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

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

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

2. Location of project:A. Street Address: 380 EASTERN PARKWAY, FARMINGDALE, NY 11735B. Tax Map: District 100 Section 46 Block 1 Lot(s) 18.001

C. Municipal Jurisdiction:

i. Village: N/A
 ii. School District: E. FARMINGDALE
 iii. Library: E. FARMINGDALE

D. Acreage: 1.1 ACRE +/-**3. Project Components (check all appropriate categories):**

- | | | |
|---|---|--|
| A. Construction of a new building | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| i. Square footage: <u>78,000 +/-</u> | | |
| B. Renovations of an existing building | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| i. Square footage: _____ | | |
| C. Demolition of an existing building | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| i. Square footage: <u>30,000 +/-</u> | | |
| D. Land to be cleared or disturbed | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| i. Square footage/acreage: <u>100,000 +/-</u> | | |
| 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 type="checkbox"/> Yes | <input checked="" type="checkbox"/> 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?

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

B. Present use of the proposed location: INDUSTRIAL / RESIDENTIAL

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: CONSTRUCTION OF A 48 UNIT MULTI FAMILY APARTMENT BUILDING WITH A 20% AFFORDABILITY

COMPONENT TOTALING 10 APARTMENTS

B. Proposed product lines and market demands: LOCATED IN A HIGHLY DESIRABLE

TRANSITIONAL AREA NEAR FARMINGDALE L.I.R.R TRAIN STATION

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:

48 APARTMENTS TO BE LEASED TO THE GENERAL PUBLIC.

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

THE PROJECT OFFERS 20% AFFORDABLE HOUSING. CURRENTLY SUFFOLK COUNTY IS GOING THROUGH
 A HIGH DEMAND FOR RENTAL APARTMENTS; WHICH IS MARKET SEVERLY UNDERSERVED IN THE
 COMMUNITY. TRANSIT ORIENTED DEVELOPMENT ON THE RONKONKOMA L.I.R.R LINE WITHIN 2 BLOCKS
 OF THE FARMINGDALE L.I.R.R STATION.

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 checked="" type="checkbox"/>	No <input type="checkbox"/>	% Complete	90%
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? INDUSTRIAL / M.R (MULTI RESIDENTIAL)

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

Yes ☒ No ☐

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

N/A

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

7. Project Completion Schedule:

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

i. Acquisition: ASAP

ii. Construction/Renovation/Equipping: SPRING 2022

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: SPRING 2022 - FOUNDATION WORK

SUMMER 2022 - CONSTRUCTION OF APARTMENT BUILDING

SPRING 2024 - LEASING OF APARTMENTS

SUBJECT TO REVISION BASED ON CONDITIONS

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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	\$ 9,000,000
Building(s) demolition/construction	\$ 13,000,000 (NON UNION) / \$19,000,000 (PREV WAGE)
Building renovation	\$ N/A
Site Work	\$ 1,500,000 (NON UNION) / \$3,000,000 (PREV WAGE)
Machinery and Equipment	\$ N/A
Legal Fees	\$ 50,000
Architectural/Engineering Fees	\$ 350,000
Financial Charges	\$ 1,600,000 (NON UNION) / \$3,000,000 (PREV WAGE)
Other (Specify)	\$ 500,000 (CLOSING COST)
Total	\$ 26,000,000 (NON UNION) / \$34,900,000 (PREV WAGE)

2. Method of Financing:

	<u>Amount</u>	<u>Term</u>
A. Tax-exempt bond financing:	\$ 8,900,000 (IF PREV WAGE)	40 years
B. Taxable bond financing:	\$	years
C. Conventional Mortgage:	\$ 19,000,000	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:	\$ 9,000,000	years

Total Project Costs \$ 28,000,000 OR \$36,900,000 IF PREV WAGE

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

N/A (FOR NON UNION) OR \$8,900,000 (TAX EXEMPT BOND FINANCING- IF PREVAILING WAGE)

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. **PAYMENTS ARE REGULARLY BEING EXPENDED
RELATED TO PROJECT / SOFT COSTS, ETC**

- 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:

N/A

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

N/A

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

N/A

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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):

\$ 19,000,000

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

\$ 142,500

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):

\$ 5,000,000

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

\$ 431,250

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

i. Owner: \$ N/A

ii. User: \$ N/A

3. Real Property Tax Benefit:

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

N/A

- B. Agency PILOT Benefit:

i. Term of PILOT requested: 15 - 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:

	<u>Present</u>	<u>First Year</u>	<u>Second Year</u>	<u>Residents of LMA</u>
Full-Time	1	5	7	NASSAU / SUFFOLK
Part-Time**				

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

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

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

2. Salary and Fringe Benefits:

Category of Jobs to be Retained and Created	Number of Employees	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management	1	\$75,000	\$6,000 - \$10,000
Professional			
Administrative	2	\$40,000	\$6,000 - \$10,000
Production			
Supervisor	2	\$50,000	\$6,000 - \$10,000
Laborer	2	\$25,000	\$6,000
Other			

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

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

FROM \$ 25,000 TO \$ 75,000

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

	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
* Full-Time	<u>10</u>	<u>20</u>	<u>20</u>
** Part-Time	<u>5</u>	<u>10</u>	<u>10</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 ☐

WITHOUT ADEQUATE RELIEFS AND AWAITMENTS, THIS PROJECT IS NOT ECONOMICALLY VIABLE

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 COMPLETE THE PROJECT WITHOUT REQUISTE BENIFITS; Thereby resulti

in a loss of property tax revenue for Suffolk county. Property will remain dilapidated.

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 MS

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 MS

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 MS


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 MS

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 MS

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


Initial 

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


Initial 

Initial after receipt and acceptance of Schedule A and Schedule B

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

Initial 

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

Initial 

Part VIII – Submission of Materials

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

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

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

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Part IX - Certification

MOHINDER ANAND (name of representative of company submitting application)
deposes and says that he or she is the MANAGER (title) of PARK PLAZA HOLDINGS LLC,
the corporation (company name) named in the attached application; that he or she has read the foregoing
application and knows the contents thereof; and that the same is true to his or her knowledge.

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

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is
responsible for all costs incurred by the Town of Babylon Industrial Development Agency (hereinafter
referred to as the "Agency") in connection with this Application, the attendant negotiations and all
matters relating to the provision of financial assistance to which this Application relates, whether or not
ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or
terminate 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 25th
Day of April, 2022
Juliane M. Wohler
(seal)

JULIANE M. WOHLER
Notary Public, State of New York
Reg. No. 01WO6390358
Qualified in Suffolk County
Commission Expires April 15, 2023

Part IX – Certification

Property Owner (if different from Applicant)

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

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

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

Representative of Applicant

Sworn to me before this _____
Day of _____, 20 _____

(seal)

EXHIBIT A

Proposed PILOT Schedule

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

EXHIBIT A

Proposed PILOT Schedule

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

The Project facility constituting the facility realty and improvements constructed thereon (the "Facility") constitutes an affordable housing project under the affordable housing guidelines of the Town of Babylon Industrial Development Agency (the "Agency"). Park Plaza Holdings, LLC (the "Company") will be required to make payments in lieu of real property taxes ("Pilots") with respect to the Facility to the Agency as described below.

The Pilot payable by the Company will be broken into two parts. Part one of the Pilot will be the Base Pilot (defined below) which Base Pilot will be payable by the Company in each year of the Pilot period. The Base Pilot will equal the assessed value of the land and improvements currently located at the Facility site as of December 1, 2021 which is equal to \$4,880 (the "Base Assessed Value"), multiplied by the then applicable current tax rates for such year levied against land and improvements in the Town of Babylon (the "Base Pilot").

For the second part of the Pilot, commencing in year two (2) of the Pilot period, the Company will be required to pay the Base Pilot plus an incremental Pilot (the "Incremental Pilot"). The Incremental Pilot will be based upon the then current full assessed value of the Facility as completed. For the first year of the Incremental Pilot, the Incremental Pilot will equal 5% full assessed value of the Facility as completed multiplied by the then applicable current tax rates for such year levied against land and improvements in the Town of Babylon. For the second year of the Incremental Pilot, the Incremental Pilot will equal 10% full assessed value of the Facility as completed multiplied by the then applicable current tax rates for such year levied against land and improvements in the Town of Babylon. Thereafter the Incremental Pilot will increase in each year by 5% per year until the end of the Pilot term. After the completion of the twentieth year of the Pilot term the Pilot will terminate and the Company will be required to pay full unabated real property taxes.

In accordance with the above description the Pilot for the Facility will be calculated as follows:

For each year prior to the PILOT Commencement Date the Company will be required to pay the Base PILOT. For the period commencing on the PILOT Commencement Date (hereinafter defined) until the termination of the abatement in year twenty one (21) or (ii) the date on which the Agency no longer owns the Facility Realty, the Company shall make payment in lieu of real estate taxes (the "PILOT Payments"), as follows:

Definitions

PILOT Commencement Date = the "PILOT Commencement Date" shall be the March 1 (or any other date designated as the taxable status date of the Town of Babylon pursuant to the Suffolk County Tax Act) immediately succeeding the issuance by the Town of Babylon (the "Town") of a final or temporary Certificate of Occupancy for the Facility.

Park Plaza Holdings, LLC

FA = the "Full Assessed Value" of the Facility as constructed as determined by the Town Tax Assessor immediately after the issuance by the Town of a final or temporary Certificate of Occupancy for the Facility and any modification of the assessed value as thereafter Determined by the Town Tax Assessor.

BP = The "Base PILOT" (defined above)

CT = The current tax rates of the Town then in effect for such Tax Year.

BA = The "Base Assessed Value" which equals \$4,880, which is the assessed Value of the Facility as of December 1, 2021.

Tax Year = Each Tax Year of the Town currently commences December 1 and ends November 30. The first Tax Year below shall commence with December 1 immediately succeeding the PILOT Commencement Date and end on November 30 thereafter and each succeeding Tax Year shall commence on each December 1 and end on each November 30 thereafter until this agreement has terminated or expired.

Tax Year					
1	BP				
2	BP	+	$((FA-BA) \times CT)$	x	5.0%
3	BP	+	$((FA-BA) \times CT)$	x	10.0%
4	BP	+	$((FA-BA) \times CT)$	x	15.0%
5	BP	+	$((FA-BA) \times CT)$	x	20.0%
6	BP	+	$((FA-BA) \times CT)$	x	25.0%
7	BP	+	$((FA-BA) \times CT)$	x	30.0%
8	BP	+	$((FA-BA) \times CT)$	x	35.0%
9	BP	+	$((FA-BA) \times CT)$	x	40.0%
10	BP	+	$((FA-BA) \times CT)$	x	45.0%
11	BP	+	$((FA-BA) \times CT)$	x	50.0%
12	BP	+	$((FA-BA) \times CT)$	x	55.0%
13	BP	+	$((FA-BA) \times CT)$	x	60.0%
14	BP	+	$((FA-BA) \times CT)$	x	65.0%
15	BP	+	$((FA-BA) \times CT)$	x	70.0%
16	BP	+	$((FA-BA) \times CT)$	x	75.0%
17	BP	+	$((FA-BA) \times CT)$	x	80.0%
18	BP	+	$((FA-BA) \times CT)$	x	85.0%
19	BP	+	$((FA-BA) \times CT)$	x	90.0%
20	BP	+	$((FA-BA) \times CT)$	x	95.0%

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

In addition, to the above, the Company will be required to engage a local housing group acceptable to the Agency to monitor maintenance of the housing affordability requirements of the Facility.

Tax Savings for property with physical address of:

380 Eastern Parkway
Farmingdale, NY 11735
0100 048.00 01.00 018.001

April 14, 2022

Assuming Constants of:

Current Assessed Value	4880	\$	15,943
Incremental Assessed Value	100120		327083

Assessed Value of: 105000

Estimated Tax for items eligible for PILOT	\$	343,026
Other Non-Abated taxes		17,586
2021-2022 Estimated Tax without Exemption		360,612

2021-2022 Tax Rate of: 326.6917

Rate Increment of: 2.00%

PILOT number of years 20

Incremental Abatements starting at Year 1 100%
Years 2 to 20 5% declining

Number of Years	Base PILOT	Abatement %	PILOT %	Incremental PILOT	Non-Abated	Estimated Taxes To be Paid	Estimated Savings
1	\$ 16,580	100.0%	0.0%	-	\$ 17,586	\$ 34,166	\$ 340,150
2	16,912	95.0%	5.0%	17,362	17,586	51,860	329,600
3	17,250	90.0%	10.0%	35,384	17,586	70,220	318,550
4	17,595	85.0%	15.0%	54,155	17,586	89,336	306,850
5	17,947	80.0%	20.0%	73,627	17,586	109,160	294,600
6	18,306	75.0%	25.0%	93,893	17,586	129,785	281,700
7	18,672	70.0%	30.0%	114,940	17,586	151,198	268,150
8	19,046	65.0%	35.0%	136,753	17,586	173,385	254,000
9	19,426	60.0%	40.0%	159,432	17,586	196,444	239,150
10	19,815	55.0%	45.0%	182,923	17,586	220,324	223,600
11	20,211	50.0%	50.0%	207,331	17,586	245,128	207,350
12	20,615	45.0%	55.0%	232,642	17,586	270,843	190,300
13	21,028	40.0%	60.0%	258,840	17,586	297,454	172,550
14	21,448	35.0%	65.0%	286,036	17,586	325,070	154,000
15	21,877	30.0%	70.0%	314,172	17,586	353,635	134,650
16	22,315	25.0%	75.0%	343,365	17,586	383,266	114,450
17	22,761	20.0%	80.0%	373,600	17,586	413,947	93,400
18	23,216	15.0%	85.0%	404,859	17,586	445,661	71,450
19	23,681	10.0%	90.0%	437,269	17,586	478,535	48,550
20	24,154	5.0%	95.0%	470,781	17,586	512,501	24,800
	\$402,855			\$4,197,343	\$ 351,720	\$ 4,951,918	\$ 4,067,850



04/18/22

SCHEDULE A

Agency's Fee Schedule

SCHEDULE A

Park Plaza Holdings, LLC
380 Eastern Parkway
Farmingdale, NY 11735
0100 046.00 01.00 018.001

Application Fee \$ 1,500

Estimated Public Hearing Notice & Deviation memo delivery 1,000

Land &/or Bldg Acquisition	9,000,000	1.25%	112,500
Bldg demo / construction	13,000,000	1.25%	162,500
Site Work	1,500,000	1.25%	18,750
Machinery & Equip		1.25%	-
Arch/Engineering fees	350,000	1.25%	4,375
Legal fees	50,000		-
Financial Charges	1,600,000		-
Other Soft Costs	500,000		-

Total Project Cost pg 14 \$ 26,000,000

Estimated Savings
Est PILOT savings 20 year \$4,067,850

0.75 Est Mtg Rec	page 16	19,000,000	142,500	
0.08625 Sales Tax - Reno & Equip	page 16	5,000,000	431,250	

Estimated Savings 1.00% 4,641,600 46,416

Estimated Closing Fee 344,541

Total Estimated Fee \$ 347,041

* Plus an Annual Reporting / Compliance fee of \$1,000 per year for the duration of the PILOT

** Legal Fees: The Applicant/Owner is responsible for all legal fees at closing, which include both local and project counsel. Legal fees can generally range from \$35,000 to \$85,000 depending upon the size and complexity of the project. These fees can be rolled into your financing.



05/04/22

SCHEDULE B

Agency's Recapture Policy

Schedule B – Recapture of Benefits – 20 Year PILOT

Recapture of Agency Benefits. It is understood and agreed by the parties hereto that the Agency is entering into the straight lease documents 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 of the straight lease documents, 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 five (5) years after the date hereof of execution of the straight lease documents with the Agency (the “Execution Date”);
- (ii) fifty percent (50%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the period from the sixth (6th) to and including the tenth (10th) year after the Execution Date;
- (iii) twenty-five percent (25%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the eleventh (11th) to and including the fifteenth (15th) year after the Execution Date;
- (iv) ten percent (10%) of the Recaptured Benefits (as defined below) if the Recapture Event occurs during the sixteenth (16th) to and including the twentieth (20th) year after the Execution Date.

(b) The term “**Recaptured Benefits**” shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency’s participation in the transaction contemplated by the straight lease documents 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 straight lease documents 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 the straight lease documents (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 straight lease documents, including failure to complete the Facility in accordance with the provisions thereof;
- (3) a material misrepresentation made by the Company and contained in the application for Financial Assistance, any straight lease documents or any other materials delivered pursuant to the straight lease 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 straight lease 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 the straight lease documents.

(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, (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 pursuant to the provisions hereof 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 pursuant to the provisions hereunder.

The obligations of the Company hereunder shall survive the termination or expiration of the straight lease documents 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.



04/18/22

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Appendix B
Short Environmental Assessment Form

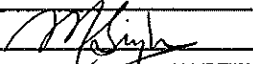
Instructions for Completing

Part I - 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: PARK PLAZA							
Project Location (describe, and attach a location map): 380 EASTERN PARKWAY, FARMINGDALE, NY 11735							
Brief Description of Proposed Action: CONSTRUCTION OF A 48 UNIT MULTI FAMILY APARTMENT BUILDING							
Name of Applicant or Sponsor: PARK PLAZA HOLDINGS LLC		Telephone: 516-805-4321 E-Mail: LONGISLANDLEASING@GMAIL.COM					
Address: 910 THOMSPON DRIVE							
City/PO: BAY SHORE		State: NY	Zip Code: 11706				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">✓</td> <td></td> </tr> </table>	NO	YES	✓	
NO	YES						
✓							
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: TOWN OF BABYLON BUIDLING DEPARTMENT			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">NO</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td></td> <td style="text-align: center;">✓</td> </tr> </table>	NO	YES		✓
NO	YES						
	✓						
3.a. Total acreage of the site of the proposed action?		1.22. +/- acres					
b. Total acreage to be physically disturbed?		1.22. +/- acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.22. +/- acres					
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
		✓	
b. Consistent with the adopted comprehensive plan?		✓	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
		✓	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	✓		
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
		✓	
b. Are public transportation service(s) available at or near the site of the proposed action?		✓	
c. Are any pedestrian accommodations or bicycle routes available on or near 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: _____	NO	YES	
		✓	
10. Will the proposed action connect to an existing public/private water supply? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing potable water: _____	NO	YES	
		✓	
11. Will the proposed action connect to existing wastewater utilities? [If Yes, does the existing system have capacity to provide service? <input type="checkbox"/> NO <input type="checkbox"/> YES] If No, describe method for providing wastewater treatment: _____	NO	YES	
		✓	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	✓		
b. Is the proposed action located in an archeological sensitive area?		✓	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	✓		
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: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
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	YES	
	✓		
16. Is the project site located in the 100 year flood plain?	NO	YES	
	✓		
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? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ PURSANT TO S.W.P.P PLAN <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	NO	YES	
	✓		

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	✓	
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: REPUBLIC WASTE MANAGEMENT SITE WAS CLOSED BY D.E.C IN 1991 AND NO FURTHER ACTION WAS DEEMED NECESSARY BY D.E.C AFTER THE YEAR 2000	NO	YES
		✓
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: PURSANT TO DEED RESTRUCTION ON THE PROPERTY There is 30X3X2 ft AREA THAT REQUIRES TO BE EXCAVATED AND DISPOSED OF PROPERLY.	NO	YES
		✓
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>PARK PLAZA HOLDINGS LLC</u> Date: <u>02-17-2022</u>		
Signature: <u></u>		

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

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

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

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

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)