

Town of Brookhaven

Industrial Development Agency

Meeting Agenda

Tuesday, November 18, 2025 at 12:15 PM

1. Roll Call
2. Minutes
 - a. October 22, 2025
3. CFO's Report
 - Audit
4. Applications
 - a. Ronk Hub Nova, LLC Phase 2C
 - b. Integrated Structures 17 Old Dock Road
 - c. Shoreham Solar Commons
5. Resolutions
 - Organization Resolution #31
 - Administrative Assistant
 - Surplus Items
6. CEO's Report
 - a. Rail Realty Letter
7. Executive Session

The next IDA meeting is scheduled for Wednesday, December 3, 2025.

Town of Brookhaven

Industrial Development Agency

Meeting Minutes

October 22, 2025

Members Present: Frederick C. Braun, III
Martin Callahan
Ann-Marie Scheidt
Frank C. Trotta
John Rose

Excused Members: Felix J. Gucci, Jr.
Mitchell H. Pally

Also Present: Lisa M. G. Mulligan, Chief Executive Officer
Lori J. LaPonte, Chief Financial Officer
Amy Illardo, Director of Marketing
Jocelyn Linse, Executive Assistant
Annette Eaderesto, IDA Counsel
Barry Carrigan, Nixon Peabody, LLP
Andrew Komaromi, Harris Beach Murtha, PLLC
Howard Gross, Weinberg, Gross & Pergament, LLC (via Zoom)
Alan Tan, WHTB Glass
Yufeng Pan, WHTB Glass
Jason Stern, Weber Law Group
Joe Gitto, The Gitto Group
Peter Curry, Farrell Fritz, PC
Rob Gitto, The Gitto Group
Anthony J. Gitto, The Gitto Group
Drew Presberg, Presberg Law, P.C. (via Zoom)

Chairman Braun opened the IDA meeting at 10:13 A.M. on Wednesday, October 22, 2025, in the Agency's Office on the Second Floor of Brookhaven Town Hall, One Independence Hill, Farmingville, New York. A quorum was present.

Meeting Minutes of September 17, 2025

The motion to approve these Minutes as presented was made by Ms. Scheidt and seconded by Mr. Rose. All voted in favor.

CFO's Report

Ms. LaPonte presented the Budget vs. Actual Report for the period ending September 30, 2025. There were two closings in September.

The motion to accept the CFO's Report was made by Mr. Callahan, seconded by Mr. Rose and unanimously approved.

All payroll taxes and related withholdings have been paid timely in accordance with Federal and State guidelines. All regulatory reports have been filed in a timely fashion.

2026 Budget

The Finance Committee recently approved the draft budget for 2026 which is due to New York State by November 1, 2025. The motion to approve the 2026 budget was made by Mr. Trotta and seconded by Ms. Scheidt. All voted in favor.

At 10:16 A.M., Ms. Scheidt made a motion to enter executive session to discuss proposed, pending or current litigation. The motion was seconded by Mr. Rose and all voted in favor.

At 10:35 A.M., Mr. Callahan made a motion to resume the regular meeting. The motion was seconded by Mr. Rose and unanimously approved. No action was taken in executive session; there was a discussion on donating surplus office equipment to a local school district or not-for-profit agency in the Town of Brookhaven.

C and K Development, LLC – Resolution

All related project information was included in the meeting packets. A public hearing was held with comments received which were shared with the Board.

The motion to approve the resolution was made by Ms. Scheidt and seconded by Mr. Rose. The motion passed with Mr. Callahan recusing himself.

CEO'S Report

WHTB Glass, LLC

The job number requirements for WHTB Glass were discussed at the last meeting. Representatives from WHTB Glass provided the Board with background information on their project and how COVID and tariffs have impacted the construction of new office buildings. Future expansion of their facility and a new type of glass product they would like to import from China were discussed. They currently have 33 employees; the promised job creation was 50 employees.

It was the consensus of the Board to give WHTB Glass more time to reach their job creation numbers and revisit this matter.

Rail Realty, LLC – PILOT Extension Request Application

Rail Realty has requested an extension of their PILOT Agreement which is currently set to end in the 2025/2026 tax year. The apartments are currently rented out at market rate; they are proposing making eight units rented out at 100% of the area median income (AMI) and eight units rented out at 120% of AMI. Representatives from the project informed the Board that they are having issues leasing units at 80% of AMI at other facilities they own.

This matter will be revisited at the November meeting. The motion to table this matter was made by Ms. Scheidt and seconded by Mr. Trotta. All voted in favor.

September Morning, LLC – Despatch of Southampton Moving & Storage, LLC – Subtenant Application & Resolution

Despatch of Southampton Moving & Storage, LLC is seeking to sublease approximately 30% of the September Morning, LLC facility for office and warehousing space.

The motion to accept the application was made by Mr. Rose, seconded by Mr. Trotta and unanimously approved. The motion to approve the resolution was made by Ms. Scheidt and seconded by Mr. Rose. All voted in favor.

Ronk Hub Phase 2A – Upton Sweat, LLC – Subtenant Application & Resolution

Uptown Sweat, LLC is seeking to be a subtenant in the Ronk Hub Phase 2A facility.

The motion to accept the application and approve the resolution was made by Mr. Callahan, seconded by Mr. Rose and unanimously approved.

Lotus / Caithness Long Island, LLC – Application & Resolution

Lotus has applied for an assignment and assumption of Caithness Long Island, LLC.

The motion to accept the application and approve the resolution was made by Mr. Callahan and seconded by Ms. Scheidt. All voted in favor.

CEO's Report – Revisited

Horseblock 4, LLC Request

Horseblock 4, LLC has requested an extension and increase of their sales tax exemption for one year and an additional \$500,000 in exemption which is approximately \$44,000 of exemption.

The motion to approve this request was made by Ms. Scheidt, seconded by Mr. Trotta and unanimously approved.

Uniform Tax Exemption Policy (UTEP)

A public hearing will be scheduled to get input from the public on the proposed changes to the UTEP.

November Meeting

The November meeting will be rescheduled for November 18, 2025 at 12 P.M.

IDA Meeting
October 22, 2025

The motion to approve changing the date of the November meeting was made by Mr. Callahan and seconded by Ms. Scheidt. All voted in favor.

The motion to close the IDA meeting at 11:31 A.M. was made by Ms. Scheidt, seconded by Mr. Callahan and unanimously approved.

The next IDA meeting is scheduled for November 18, 2025.

DRAFT



November 6, 2025

Ms. Lisa Mulligan
Chief Executive Officer
Town of Brookhaven Industrial Development Agency
1 Independence Hill, 2nd Floor
Farmingville, NY 11738

RE: STATION YARDS MASTER DEVELOPMENT - PHASE 2C - TOWN OF BROOKHAVEN
IDA APPLICATION

Dear Ms. Mulligan:

On behalf of Ronk Hub Nova, LLC ("Applicant"), I am pleased to submit the enclosed application to the Town of Brookhaven Industrial Development Agency for the proposed Station Yards¹ Phase 2C Project (the "Project"), which is situated on approximately 6.72 acres bordered by Railroad Avenue, Carroll Avenue, Union Avenue and the MTA Parking Garage in Ronkonkoma, NY 11779 (Suffolk County Tax Map information affixed below).

The most successful regions throughout the country will be those that attract and retain a diverse and talented workforce - and diversified housing options are a critical component of that equation. However, Long Island faces an affordability crisis and desperately needs additional multifamily housing at all levels of the income spectrum. In fact, Suffolk County's rental housing market represents just 19% of households, compared to the competitive markets of Bergen County, Fairfield County and Westchester County, which have 48%, 43% and 56%, respectively. Long Island needs approximately 150,000 apartments to fill that void, yet the region only delivers a couple thousand units (at most) each year. The severe supply-demand imbalance of rental housing has direct implications on the region's high cost of living. A lack of rental housing options hurts the local economy and threatens stagnation. With persistent low vacancy rates (an indicator of high demand), Long Island will continue to face an affordability crisis until the supply of rental housing is alleviated.

Recognizing the need and desire for housing through smart multifamily developments located near train stations, the Town of Brookhaven established the Urban Renewal Plan for The Ronkonkoma Hub ("Urban Renewal Plan") in 2012. The Urban Renewal Plan seeks to facilitate the redevelopment of the Ronkonkoma Hub area as a Transit-Oriented Development ("TOD") area featuring a mix of higher density residential development, commercial, hospitality, office and retail uses. By this plan, the Town means to address blighted conditions identified within the Ronkonkoma Hub Project Area. To date, the Applicant (through related entities) has completed the Ronkonkoma Hub Sewer Pump Station; Phase 1 (Alston), consisting of 489 apartment units; Phase 2A (The Core), consisting of 388 apartment units, 67,000 square feet of retail and 16,000 square feet of office space, and related infrastructure work throughout the Master Development area; and is nearing the completion of Phase 2B, consisting of 175 apartment units and 1,400 square feet of retail.

¹ Station Yards is formerly referred to as Ronkonkoma Hub. These names are often used interchangeably.



The Applicant anticipates investing over \$173 million in the next phase of Station Yards Phase 2C. The Project will incorporate the core elements of sustainable development, thoughtful land use planning, Smart Growth principles, and excellent design standards to support the Ronkonkoma community's efforts to revitalize its downtown into a lively walkable, transit-oriented neighborhood. The Project will accomplish the Urban Renewal Plan's goal of eliminating blighted conditions and promote compact, mixed-use development in proximity to the Ronkonkoma rail station, further enhancing the area's economic vibrancy. This next phase of the overall master development will continue to address Long Island's critical housing shortage while also introducing a 30,000 square foot medical office building. The medical office component will not only provide access to high-quality healthcare services, but will also generate welcomed daytime activity, bringing employees, patients, and visitors to the site. This creates a healthy balance of daytime "feet on the street" to complement the evening and weekend traffic patterns already established by the retail uses in Phase 2A.

The proposed Project presents a compelling opportunity to deliver new high-quality, amenitized, professionally managed rental housing to a deep, diverse and underserved market living in the greater Ronkonkoma area. Below is an overview of the proposed Project highlights:

- Transformative Project: The Project will be a \$173 million transformative, transit-oriented development situated within the boundaries of the Urban Renewal Plan for the Ronkonkoma Hub.
- Significant Economic Benefits: The Project will result in the significant economic benefits outlined below:
 - o Construction Phase (projected economic impacts within Suffolk County):
 - Approx. 542 direct and 316 indirect jobs
 - \$78.6million in spending
 - o Operational Phase / Post-Construction (projected **annual** economic impacts within the Town of Brookhaven):
 - \$9.1 million of projected resident earnings to be spent annually in the Town
 - Approx. 80 FTE's created in this phase. Predominantly in the project's commercial component
- Walkable, TOD: The Phase 2C site is walkable to Station Yards Phase 2A, consisting of approx. 67,000SF of retail and employment centers. The site is located within immediate vicinity to mass transit (multiple modes of transportation, including road, rail and air).
- Significant Amenity Space: The proposed Project will provide a significant amount of first-class unparalleled amenity space for the enjoyment of the Project's residents.
 - o Exterior amenity space: Includes a swimming pool, barbecue stations, a heavily landscaped courtyard and a rooftop terrace.
 - o Interior amenity space: Includes a fitness and aerobic center, sports court for basketball, pickleball, volleyball, etc., on-site concierge service, co-working and private office space, a large community lounge space and multiple resident gathering spaces.
 - o On-site property management, 69 covered parking spaces, 412 on-site surface parking spaces, 49 on-street parking spaces and elevator access.

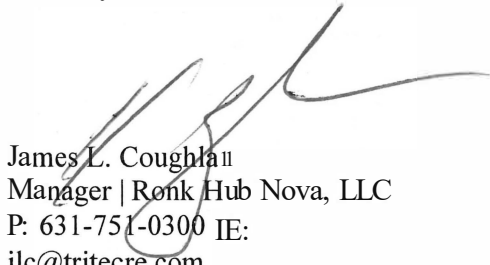
Ms. Lisa Mulligan
November 6, 2025



- Use of Residential-Quality Products: We will construct the Project with high-quality materials, consistent with Class A rental housing, and design the apartment units with state-of-the-art Energy Star appliances, stone countertops, wood cabinets, vinyl wood flooring in living spaces, washer and dryer in each unit, ample storage, tile floors in bathrooms, and approximately 9-foot ceilings.
- Environmental: As part of demolition, we will complete asbestos and PCB ballast remediation to remove an environmental hazard from the community, with the contaminated material being properly reported and disposed of at the Applicant's cost. We will install Energy Star appliances and mechanical systems to minimize energy consumption, as well as electric vehicle charging stations. We have plans to install rooftop solar panels. Further, we have hired a sustainability consultant that will assist in ensuring this project meets LEED Gold criteria or a similar environmental certification.

TRITEC is a full-service corporation that has demonstrated its dedication to delivering high-quality performance with integrity and lasting value since its inception over thirty years ago. With any questions or comments, please do not hesitate to contact me at 631-751-0300 or jlc@tritecre.com. We are sincerely grateful for your consideration and we look forward to the opportunity of working with the Town of Brookhaven IDA on continuing a project that we believe will generate immediate and long-term economic impact and assistance to the Town and the Ronkonkoma community, especially in light of our current economic climate.

Sincerely,



James L. Coughlin
Manager | Ronk Hub Nova, LLC
P: 631-751-0300 | E:
jlc@tritecre.com

Ms. Lisa Mulligan
November 6, 2025



Attachment:

SUFFOLK COUNTY TAX MAP NUMBER			
<i>District</i>	<i>Section</i>	<i>Block</i>	<i>Lot</i>
200	800	1	31.1
200	800	1	33.1
200	800	1	34
200	800	1	35.7 & 35.9
200	800	1	35.8



**FORCHELLI
DEEGAN
TERRANA**

November 5, 2025

Town of Brookhaven Industrial Development Agency
c/o Town of Brookhaven Division of Economic Development
One Independence Hill
Farmingville, NY 11738
Attn: Lisa MG Mulligan

Re: Integrated Structures Corp.

Dear Ms. Mulligan:

We represent Integrated Structures Corp., Matt-Con Services Corp., Equipco, LLC and Francis Lee (collectively "Integrated Structures" of the "Company"). As you may recall, Integrated Structures fabricates structural steel parts for such public works projects as train stations and bridges. Its work can be seen throughout New York State including JFK International Airport, LaGuardia Airport, the Astoria train station, the Long Island Real Road Station at Murray Hill, the Four Seasons Hotel, the Central Park Boathouse, the Con Edison East River Power Plant, the Goethals Bridge, the NY Times Building, the FDR Drive, and many others. As you also might recall, with the help of the Brookhaven Industrial Development Agency (the "Agency"), in 2021, Integrated Structures' affiliate 4 Pinehurst LLC acquired and retrofitted a property located at 4 Pinehurst Drive, Bellport, New York 11713. In 2024, the Agency agreed to amend its agreement with the Company to allow it to expand its facility by building an addition.

Over the last few years, and with the thanks to the Agency, Integrated Structures has continued to grow. As a result of its growth, the Company has reached maximum capacity in its current facility and needs to find more space. Accordingly, Integrated Structures has since entered into a contract to purchase 17 Old Dock Road, Yaphank NY, a 19,000 square foot industrial building located on 2.3 acres of property. This would give the Company the capacity to accept more and larger jobs and continue to grow. In addition to purchasing the building, it would invest substantial sums for additional steel fabrication equipment, which is very costly.

Acquiring the new facility will allow the Company to undergo an expansion in headcount as well. Currently the Company hires an average of 62 Full Time Employees at an average salary of approximately \$80,000 per year. This expansion would allow the Company to add at least eleven additional employees at an average annual salary of no less than \$124,000.

Unfortunately, the costs associated with acquiring and equipping the building are prohibitive and it needs assistance from the Agency. Although it remains Integrated Structure's preference to

Reply to:

The Omni • 333 Earle Ovington Blvd., Suite 1010 • Uniondale, NY 11553 • 516.248.1700 • Forchellilaw.com

100 Motor Parkway • Suite 115 • Hauppauge, NY 11778 • 631.284.1700

Lisa MG Mulligan
November 5, 2025
Page 2

locate its second facility in the Town of Brookhaven. the costs of this project are on obstacle to doing so. Integrated Structures is requesting the Agency's assistance in order to make this project viable. Realistically, there are a number of other states and areas in NYS that it could relocate to where it would not have to make such a substantial investment. My client has already looked at properties in Connecticut and New Jersey.

I am happy to provide a copy of an application for Agency benefits. Integrated Structures is requesting a Pilot agreement. mortgage recording tax abatement and sales tax abatement. This assistance will ensure that Integrated Structures can continue to grow in the Town of Brookhaven.

Thank you for your consideration.

Very truly yours,

FORCHELLI DEEGAN TERRANA LLP

By: 
Daniel S. Dornfeld

Peter L. Curry
Partner

Direct Dial: 516.227.0772
Direct Fax: 516.336.2208
pcurry@farrellfritz.com

400 RXR Plaza
Uniondale, NY 11556
www.farrellfritz.com

Our File No.
42100/100

November 13, 2025

VIA FEDERAL EXPRESS – 631-406-4244
E-MAIL- lmulligan@brookhavenida.org

Ms. Lisa M.G. Mulligan
Chief Executive Officer
Town of Brookhaven Industrial Development Agency
One Independence Hill
Farmingville, NY 11738

Re: Rail Realty LLC

Dear Ms. Mulligan and Members of the Board:

You have requested additional information about how rents for affordable units at the above project would be calculated. The Rail Realty premises is currently comprised of 3 studio units, 64 one-bedroom units, and 7 two-bedroom units. For the purpose of determining the Adjusted Median Income to be applied to the affordable units, the following number of residents per unit applies (with the aggregate annual income for the unit at 100% AMI):

- Studios – one resident (\$115,500.00)
- One-bedrooms – one and one-half residents (\$123,500.00)
- Two-bedrooms – three residents (\$148,500.00)

We hope that this additional information provides the Board with sufficient data to respond to the Application for Financial Assistance presented to the Board at the October meeting. We look forward to meeting with the Board on November 18th.

Please do not hesitate to contact me with any questions.

Very truly yours,

Peter L. Curry
Peter L. Curry

cc: Mr. Robert Gitto
Joseph Gitto, Esq.
Laura Fallick, Esq.

New Patchogue apartments will offer luxury housing on Main Street

Listen • 6:46 Automated narration. [Learn more](#)



WATCH NOW • 1:13

'The project is meaningful for the region'

Officials hope the 262-unit building called Carriage House will help make a difference with Long Island's housing shortage. Newsday business reporter Jonathan LaMantia has more. Credit: Elizabeth Sagarin

By Jonathan LaMantia jonathan.lamantia@newsday.com [@jonlamantia](https://www.newsday.com/author/jonlamantia) Updated October 27, 2025 6:00 pm

Share

Patchogue Village is going luxe with a swanky new apartment complex where rents will range from \$3,500 to \$7,500 when the development opens in 2027.

Construction has started on the 262-unit Carriage House, a development nine years in the making on West Main Street across from Blue Point Brewing Co. The apartments will be located on 4 acres, replacing a mix of industrial, mixed-use and retail properties.

The apartments, located about one-half mile from the village's train station, will add housing in one of Long Island's fastest-growing downtowns, where tens of millions of dollars in public and private investment over the past 30 years [has transformed](#) formerly vacant Main Street storefronts into restaurants, bars, retailers and housing.

At a time when Suffolk home prices are at [record levels](#), Carriage House is creating housing in a downtown area well-suited to multifamily development, Republican Suffolk County Executive Edward P. Romaine said Monday morning at an event marking the project's start.

WHAT NEWSDAY FOUND

- A new 262-unit luxury apartment development is underway in Patchogue village, where the developer expects market-rate rents to range from \$3,500 to \$7,500.
- Carriage House will have 53 income-restricted units, which will be awarded through a lottery, ahead of its opening in 2027.
- The housing development is the latest to reshape Patchogue's Main Street and benefited from substantial tax breaks from the Brookhaven IDA.

"I'm hoping if we increase the supply, we'll meet the demand, and prices will level off, and more people, particularly young people, can afford to stay here and live here," Romaine said.

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Joseph Rossi, co-founder and managing partner at developer Nord Development Group in Farmingdale, said in an interview that the rental vacancy rate in the village has averaged about 3% in the past five years, which gives his company and its partner, investment firm Acre, confidence they will find tenants quickly.

"That tells us there is an enormous need for housing in this market," he said.

The \$160 million development will include 53 income-restricted units, which will be awarded through a lottery before the four-story buildings open in phases in 2027.

About half of the 53 affordable units will be available to tenants earning up to 80% of area median income, which is \$92,350 or \$105,550 for a couple. The other half of the affordable units will allow incomes up to 120% of the area median income, or \$138,500 for a single tenant and \$158,300 for a couple. Those federal limits vary by household size and are updated annually.

Rents in those units are projected to range from \$2,157 for a studio to \$4,240 for a two-bedroom, which meet the [federal standard for affordability](#). That standard requires housing costs to take up no more than 30% of a household's gross income.

Market-rate units will range from \$3,500 for a studio with a den to \$7,500 for the priciest few upgraded two-bedroom units. Rossi expects the average unit to rent for about \$4,100 a month.

Amenities at Carriage House will include two pool decks, two fitness centers with Pilates and spin rooms, club rooms with bars and private coworking space.

Rossi said the goal is to appeal to Long Island retirees and young professionals who prefer to rent.

"Folks that sell 2,000-, 3,000-square-foot homes, you go and supercharge your retirement," Rossi said. "[If] you don't want to spend a million bucks on a condo, you could now rent in our building and live in a place where you can still have Thanksgiving."

To develop Carriage House, Nord acquired nine parcels that included several storefronts with a beauty supply store, a deli and an auto body shop as well as the repair shop Tomar Automotive and a metal fabrication plant. The development's two buildings will rise on opposite banks of the Patchogue River, which the developer cleaned up before starting construction, removing more than 1,000 unrecycled tires.

In addition to the housing, Nord will build a public riverwalk, a community park and office space for the Greater Patchogue Chamber of Commerce. The developer's plan to convert a blighted section of the village into housing won over Suffolk County Legis. Dominick Thorne, he said.

"I'm not a big fan of putting apartments everywhere, said Thorne, a Patchogue Republican.. "I want open space and beautiful waters. I want to protect our water quality, but we're removing a blighted area that had its own contaminants, so this is why you support this."

Patchogue Mayor Paul Pontieri, a Democrat, said he appreciated that the developer incorporated the village's feedback to reduce the height of the buildings, add more parking and nod to the community's industrial past with its design. A portion of Carriage House features a red brick facade with a glass garage door in homage to the metal fabrication plant, which once served as a trolley house.

"It's going to put the foot traffic on the street that you need to make a downtown prosperous," Pontieri said.

Asked about the pricey rents, Pontieri said the building would help young families who can afford those prices but don't have the tens of thousands needed for a down payment on a house. The median household income in Suffolk County was nearly \$127,000 in 2024, [census data show](#).

"For young couples, many of them have the kinds of jobs that help them afford the rent," he said.

Boost from public aid

State and local government agencies helped fund the project.

Empire State Development, New York's economic development agency, [awarded the developer](#) \$8 million from its Long Island Investment Fund, a \$350 million initiative to spur economic growth. The funding supported infrastructure improvements and sewer upgrades, which will benefit other downtown businesses.

The Town of Brookhaven Industrial Development Agency provided \$29.1 million in tax breaks to the developer. That included a \$4.5 million sales tax exemption, a nearly \$776,000 mortgage recording tax exemption and \$23.7 million in tax savings through a 17-year payment in lieu of taxes agreement, according to an analysis from Manhattan-based Grow America, an economic development nonprofit hired by Brookhaven IDA.

The analysis found Carriage House will pay more than \$21 million in PILOT payments during that time. Even after the tax breaks, that's \$16.4 million more than what the previous property owners would have paid.

Rossi said the project would not have been feasible without government support. He said the cost of construction, including labor, materials and insurance, increased 40% after the COVID-19 pandemic, and the benefits helped keep the project viable.

"Without the Brookhaven IDA and without the state's help, we didn't have a deal," Rossi said. "It's just not possible to do in this economic environment."



By **Jonathan LaMantia**

jonathan.lamantia@newsday.com@jonlamantia

Starbucks planned for Middle Island site of former bank

Listen • 1:36 Automated narration. [Learn more](#)



The Starbucks will employ five people when it opens at the site of the former bank, town records show. Credit: Elizabeth Sagarin

By Carl MacGowancarl.macgowan@newsday.com[CarlMacGowan](#) Updated October 30, 2025 6:17 am

Share

A former Middle Island bank is trading loans and mortgages for lattes and macchiatos.

A developer is planning to convert the abandoned bank, at 599 Middle Country Rd., into a [Starbucks Coffee](#) franchise. The plan has the support of local residents and Brookhaven Town officials.

The bank has stood empty since closing in about 2019, town planning director Donald Hohn said at an Oct. 23 town board meeting.

The 4,000-square-foot building is topped with a decorative cupola, which will remain, officials said.

The developer, listed in town records as RA Middle Island LLC, plans to add 6,000 square feet of "native landscaping," the developer's Hauppauge lawyer, J. Timothy Shea Jr., told the town board at the meeting.

Gail Lynch-Bailey, president of the [Middle Island Civic Association](#), said she welcomed the plan.

"We're thrilled to have this near-perfect reuse of an existing building. This is the type of development that we dream of," she told the town board. "We're bringing a national brand to [Middle Island](#). It's just a complete win-win-win all around."

The town board voted 7-0 at the meeting to approve a zoning change with a special permit for a major restaurant with a drive-through.

The project still must obtain building permits before reconstruction can start.

The store will employ five people when it opens, town records show.

Town Councilman Michael Loguercio, who represents Middle Island, called the Starbucks "an excellent project," adding, "This is something that will benefit the area."



By Carl MacGowan

carl.macgowan@newsday.com [CarlMacGowan](#)

Carl MacGowan is a Long Island native who covers Brookhaven Town after having previously covered Smithtown, Suffolk County courts and numerous spot news and feature stories over his 20-plus year career at Newsday.

**FORM APPLICATION FOR FINANCIAL ASSISTANCE
TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
1 Independence Hill, 2nd Floor, Farmingville, New York 11738
631 406-4244**

DATE: November 6th, 2025

APPLICATION OF: RONK HUB NOVA, LLC*
Name of Owner and/or User of Proposed Project
ADDRESS: 9 HAWKINS AVE, SUITE 3500
RONKONKOMA, NY 11779

Type of Application: Tax-Exempt Bond Taxable Bond
 Straight Lease Refunding Bond

Please respond to all items either by filling in blanks, by attachment (by marking space "see attachment number 1", etc.) or by N.A., where not applicable. Application must be filed in two copies. A non-refundable application fee is required at the time of submission of this application to the Agency. The non-refundable application fee is \$3,000 for applications under \$5 million and \$4,000 for applications of \$5 million or more, and should be made payable to the Town of Brookhaven Industrial Development Agency.

Transaction Counsel to the Agency may require a retainer which will be applied to fees incurred and actual out-of-pocket disbursements made during the inducement and negotiation processes and will be reflected on their final statement at closing.

Information provided herein will not be made public by the Agency prior to the passage of an official Inducement Resolution but may be subject to disclosure under the New York State Freedom of Information Law.

Prior to submitting a completed final application, please arrange to meet with the Agency's staff to review your draft application. Incomplete applications will not be considered. The Board reserves the right to require that the applicant pay for the preparation of a Cost Benefit Analysis, and the right to approve the company completing the analysis.

PLEASE NOTE: It is the policy of the Brookhaven IDA to encourage the use of local labor and the payment of the area standard wage during construction on the project.

IDA benefits may not be conferred upon the Company until the Lease and Project Agreement have been executed.

*NOTE: To date, Applicant has purchased, is in contract to purchase and/or is working through negotiations with the landowners to purchase all property in this phase of the Ronkonkoma Hub development ("Phase 2C" or the "Project"). Applicant will also negotiate a separate / new joint partnership agreement for this Project. If negotiations are successful, a new joint venture entity will be created to own the property.

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SCHEDULE C	Recapture and Termination Policy

Part I: Owner & User Data

1. Owner Data:

A. Owner (Applicant for assistance): RONK HUB NOVA, LLC*

Address: 9 HAWKINS AVE, SUITE 3500
RONKONKOMA, NY 11779

Federal Employer ID #: [REDACTED] Website: WWW.TRITECRE.COM

NAICS Code: 531390

Owner Officer Certifying Application: James L. Coughlan

Title of Officer: Manager

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

B. Business Type:

Sole Proprietorship Partnership Limited Liability Company

Privately Held Public Corporation Listed on _____

State of Incorporation/Formation: DELAWARE

C. Nature of Business:

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

REAL ESTATE HOLDING COMPANY

D. Owner Counsel:

Firm Name: FARRELL FRITZ, P.C.

Address: 400 RXR PLAZA
UNIONDALE, NY 11556

Individual Attorney: PETER L. CURRY, ESQ.

Phone Number: 516-227-0700 E-mail: PCURRY@FARRELLFRITZ.COM

*NOTE: To date, Applicant has purchased, is in contract to purchase and/or is working through negotiations with the four landowners to purchase all property in this phase of the Ronkonkoma Hub development ("Phase 2C" or the "Project"). Applicant will also negotiate a separate / new joint partnership agreement for this Project. If negotiations are successful, a new joint venture entity will be created to own the property.

E. Principal Stockholders, Members or Partners, if any, of the Owner:

Name	Percent Owned
<u>TREC RONK HUB, LLC</u>	<u>25%</u>
<u>CREL/OAC, L.L.C.</u>	<u>75%</u>
<u> </u>	<u> </u>

F. Has the Owner, or any subsidiary or affiliate of the Owner, 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)

TO APPLICANT'S KNOWLEDGE, NO.

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

TO APPLICANT'S KNOWLEDGE, NO.

G. If any of the above persons (see "E", 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.

AFFILIATES OF EACH MEMBER OF THE APPLICANT OWN DIRECTLY OR HOLD

MEMBERSHIP INTERESTS IN OTHER COMMERCIAL REAL ESTATE FACILITIES

H. 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:

SEE ANSWER G ABOVE

I. List parent corporation, sister corporations and subsidiaries:

SEE ANSWER G ABOVE

- J. 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:

PLEASE SEE ATTACHMENT I

- K. List major bank references of the Owner:

ING CAPITAL LLC, TRUIST BANK, UBS, FREDDIE MAC

2. User Data

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

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

Address: _____

Federal Employer ID #: _____ Website: _____

NAICS Code: _____

User 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. User's Counsel:

Firm Name: _____

Address: _____

Individual Attorney: _____

Phone Number: _____

E-mail: _____

F. Principal Stockholders or Partners, if any:

Name	Percent Owned
_____	_____
_____	_____
_____	_____

G. Has the User, or any subsidiary or affiliate of the User, 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 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.

I. 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:

J. List parent corporation, sister corporations and subsidiaries:

K. 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:

L. List major bank references of the User:

Part II – Operation at Current Location

*** (if the Owner and the User are unrelated entities, answer separately for each) ** N/A*

1. Current Location Address: _____

2. Owned or Leased: _____

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

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

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

A. If yes, list the Address: _____

6. Will the completion of the project result in the removal of any facility or facilities of the Applicant from one area of the state to another OR in the abandonment of any facility or facilities of the Applicant 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: _____

9. Number of full-time equivalent employees (FTE's) at current location and average salary (indicate hourly or yearly salary):

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 Lease Only

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

- Sales Tax Exemption Mortgage Recording Tax Exemption
- PILOT Agreement:

2. Location of project:

A. Street Address: LAND BOUNDED BY RAILROAD AVENUE, CARROLL AVENUE, UNION AVENUE, AND THE MTA GARAGE

B. Tax Map: District 200 Section 800 Block 1 Lot(s) 31.1, 33.1, 34, 35.7, 35.9, 35.8

SEE ATTACHMENT II

C. Municipal Jurisdiction:

- i. Town: BROOKHAVEN
- ii. Village: N/A
- iii. School District: SACHEM

D. Acreage: 6.72

3. Project Components (check all appropriate categories):

A. Construction of a new building Yes No
 i. Square footage: APPROX. 364,423 SF

4. Renovations of an existing building Yes No
 i. Square footage: _____

5. Demolition of an existing building Yes No
 i. Square footage: APPROX. 23,490 SF

D. Land to be cleared or disturbed Yes No
 i. Square footage/acreage: 6.72 ACRES

DI. Construction of addition to an existing building Yes No
 i. Square footage of addition: _____
 ii. Total square footage upon completion: _____

DII. Acquisition of an existing building Yes No
 i. Square footage of existing building: 10,400 SF*

This figure reflects the square footage of the existing building(s) that Ronk Hub Nova, LLC has acquired to date. Ronk Hub Nova, LLC currently owns two tax parcels within the Project area, is in contract and/or actively working through the negotiations / land acquisition process to purchase the remaining parcels. Once all parcels in the subject Project area have been acquired, total acquisition of existing building(s) will amount to 23,490 square feet.

- G. Installation of machinery and/or equipment Yes No
i. List principal items or categories of equipment to be acquired: APPLIANCES, FURNITURE,

MECHANICAL SYSTEMS AND OTHER EQUIPMENT CONSISTENT WITH MULTIFAMILY RENTAL APARTMENTS & RELATED AMENITY SPACES, AND COMMERCIAL SPACES

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: SEE ATTACHMENT II

- B. Present use of the proposed location: VARIOUS USES, INCLUDING VACANT COMMERCIAL BUILDING

(FORMER DAYCARE), VACANT BUILDING UNITS, LIGHT INDUSTRIAL/SERVICE OPERATIONS, AND UNDEVELOPED WOODED LOT

- 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, explain): Yes No

Ronk Hub Nova, LLC currently owns two tax parcels within the Project area and is in contract to purchase and/or actively working through the negotiations / land acquisition process to purchase the remaining parcels.

- E. Is there an existing or proposed lease for the site? (If yes, explain): Yes No

5. Proposed Use:

- A. Describe the specific operations of the Applicant or other users to be conducted at the project site: TWO MULTIFAMILY RESIDENTIAL BUILDINGS AND ONE MIXED-USE MULTIFAMILY BUILDING CONSISTING OF

APPROXIMATELY 285 RENTAL UNITS, APPROXIMATELY 30,000 SF OF COMMERCIAL SPACE,

AND SURFACE PARKING.

- B. Proposed product lines and market demands: RESIDENTIAL RENTAL
AND COMMERCIAL USES.

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

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

F. Is a change of use application required? 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: VARIES (Q3 2025 THROUGH Q1 2026)

ii. Construction/Renovation/Equipping: Q1 2026

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: ANTICIPATED CONSTRUCTION TIMEFRAME IS 29 MONTHS

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 ¹	\$ 10,780,000
Building(s) demolition/construction ²	\$ 67,718,666
Building renovation	\$ 0
Site Work	\$ 10,457,430
Machinery and Equipment	\$ 45,444,763
Legal Fees	\$ 1,800,000
Architectural/Engineering Fees ³	\$ 7,421,427
Financial Charges	\$ 7,436,896
Other (Specify) ⁴	\$ 24,188,061
Total	\$ 175,247,243

Please provide the percentage of materials and labor that will be sourced locally (Suffolk/Nassau Counties) Approximately 60%

Please note, IDA fees are based on the total project costs listed above. At the completion of your project, you are required to provide both a certificate of completion along with a cost affidavit certifying the final project costs. The IDA fees may be adjusted as a result of the certified cost affidavit. Money will not be refunded if the final project cost is less than the amount listed above.

***NOTES:**

1. RONK HUB NOVA, LLC HAS PURCHASED TWO PARCELS AND IS IN CONTRACT TO PURCHASE AND/OR IN THE PROCESS OF NEGOTIATING/ACQUIRING ALL REMAINING PARCELS. LAND ACQUISITIONS FIGURE IS AN ESTIMATE.
2. INCLUDES GC FEES AND CONTINGENCIES
3. INCLUDES ARCHITECT, ENGINEERING, SURVEY AND ENVIRONMENTAL COSTS
4. INCLUDES ACCOUNTING, CONSULTANTS, INSURANCE, PERMITS, FEES, LEASING COMMISSIONS, CONTINGENCY, MARKETING AND OPERATING RESERVES

2. Method of Financing:

	Amount	Term
A. Tax-exempt bond financing:	\$ _____	_____ years
B. Taxable bond financing:	\$ _____	_____ years
C. Conventional Mortgage:	\$ 105,148,346	30 _____ 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:	\$ 70,098,897	_____ years
Total Project Costs	\$ 175,247,243	

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

0% _____

3. Project Financing:

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. SEE ATTACHMENT V

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:

NO _____

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

NO _____

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 _____

Part V – Project Benefits

1. **Mortgage Recording Tax Benefit:**

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

\$ 0

B. Estimated Mortgage Recording Tax Exemption (product of Mortgage Amount and .75%):

\$ 0

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):

\$ 68,641,472

B. Estimated State and local Sales and Use Tax exemption (product of 8.75% and figure above):

\$ 6,006,129

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

i. Owner: \$ 56,875

ii. User: \$ 5,949,254 TRITEC BUILDING COMPANY, INC.

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: 25-YEAR TERM COMMENCING UPON CONSTRUCTION COMPLETION

ii. Upon acceptance of this application, the Agency staff will create a PILOT schedule and attach such information to Exhibit A hereto. Applicant hereby requests such PILOT benefit as described on Exhibit A.

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

Part VI – Employment Data

1. List the Applicant’s and each user’s present employment and estimates of (i) employment at the proposed project location, not just new employment, 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 the second year following completion:

Present number of FTEs **: _____ Date _____ Average Annual Salary of Jobs to be Retained _____
 FTEs to be Created in First Year: 2027 (fill in year)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
FTE	-	-	-	-	-	-	-	-	-	6	0	0	6

FTEs to be Created in Second Year: 2028 (fill in year)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
FTE		25	25	24	0	0	0	0	0	0	0	0	74

Number of Residents of LMA:
 Full-Time: _____ ~2,928,347¹
 Part-Time: _____ ~85,000–115,000² **Cumulative Total FTEs ** After Year 2** 80

Construction Jobs to be Created: 542

* The Labor Market Area includes the County/City/Town/Village in which the project is located as well as Nassau and Suffolk Counties.

** To calculate FTEs (Full-Time Equivalent Employees) please use the following example: if an organization considers 40 hours per week as full-time and there are four employees who work 10 hours each per week, the cumulative hours for those employees equal 1 FTE.

2. Salary and Fringe Benefits:

Category of Jobs to be Created	Average Salary	Average Fringe Benefits
Salary Wage Earners	\$74,876	\$11,535
Commission Wage Earners	n/a	
Hourly Wage Earners	n/a	
1099 and Contract Workers	n/a	

What is the annualized salary range of jobs to created? 57,380 to 120,000

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

1. Based on the 2024 U.S. Census Bureau for Nassau and Suffolk Counties, the full-time resident population of the Labor Market Area (Nassau and Suffolk Counties) is approximately 2.93 million people.
 2. Based on U.S. Census Bureau 2024 population estimates, due to Long Island’s strong seasonal and second-home market it is estimated that there are an additional ~85,000 to 115,000 part-time/seasonal residents in the LMA.

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 labor practices, hazardous wastes, environmental pollution, or other operating practices? (If yes, furnish details on a separate sheet)

Yes No

3. Is there a likelihood that the Applicant would proceed with this project without the Agency's assistance? (If no, please explain why; if yes, please explain why the Agency should grant the benefits requested)

Yes No

SEE RESPONSE BELOW

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?

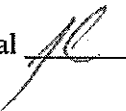
SEE RESPONSE BELOW

3. WITHOUT THE ASSISTANCE OF THE BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY, THE PROJECT WOULD NOT BE FINANCIALLY FEASIBLE. THERE HAVE BEEN NO SIGNIFICANT MIXED-USE, RESIDENTIAL PROJECTS UNDERTAKEN ON LONG ISLAND WITHOUT IDA ASSISTANCE, MAINTAINING REAL ESTATE TAXES AT A PARTIALLY-ABATED LEVEL ALLOWS THE APPLICANT TO CONSTRUCT THE IMPROVEMENTS, LEASE THE UNITS/SPACES OVER A REASONABLE TIMEFRAME, STABILIZE THE PROJECT, AND ASSIST THE LOCAL COMMUNITY IN ITS REDEVELOPMENT EFFORTS THROUGH THE TRANSFORMATION OF THE RONKONKOMA HUB [STATION YARDS] DEVELOPMENT.

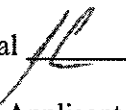
4. THE APPLICANT WOULD BE UNABLE TO MOVE FORWARD WITH THE \$175M INVESTMENT IN PHASE 2C OF THE STATION YARDS DEVELOPMENT, AND SUBSEQUENTLY RONKONKOMA AND THE TOWN OF BROOKHAVEN WILL LOSE MILLIONS OF DOLLARS IN ANNUAL ECONOMIC IMPACT THAT THE PROJECT IS ESTIMATED TO GENERATE ONCE FULLY OPERATIONAL IN ADDITION TO THE JOBS TO BE CREATED DURING THE CONSTRUCTION PHASE.

Original signature and initials are required. Electronic signatures and initials are not permitted.


5. 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, where practicable, 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 

6. 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 in the Project as well as may lead to other possible enforcement actions.

Initial 

7. 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 

8. 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 

9. 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. The IDA fees are based on the total project costs listed in this application. At the completion of the project, you are required to provide both a certificate of completion along with a cost affidavit certifying the final project costs. The IDA fees may be increased as a result of the certified cost affidavit. Monies will not be refunded if the final costs are below the amount listed in the application.

Initial AC

10. The Applicant confirms and hereby acknowledges it has received the Agency's Construction Wage Policy attached hereto as Schedule B and agrees to comply with the same.

Initial AC

11. 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 and Termination Policy, attached hereto as Schedule C.

Initial AC

12. The Applicant confirms and hereby acknowledges it has received the Agency's PILOT Policy attached hereto as Schedule D and agrees to comply with the same.

Initial AC

13. The Company hereby authorizes the Agency, without further notice or consent, to use the Company's name, logo and photographs related to the Facility in its advertising, marketing, and communications materials. Such materials may include web pages, print ads, direct mail and various types of brochures or marketing sheets, and various media formats other than those listed (including without limitation video or audio presentations through any media form). In these materials, the Agency also has the right to publicize its involvement in the Project.

Initial AC

14. The applicant confirms and hereby acknowledges it has received the Agency's Application and Resolution Expiration Policy available at brookhavenida.org/application and agrees to comply with same.

Initial AC

Part VIII – Submission of Materials

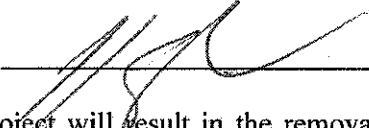
1. Financial statements for the last two fiscal years (unless included in the Applicant's annual report). Note, if the project company is a newly formed entity, then the applicant is required to submit financial statements for the parent company or sponsor entity.
2. Applicant's annual reports (or 10-K's 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 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 the employee Social Security numbers and note the full-time equivalency for part-time employees.

(Remainder of Page Intentionally Left Blank)

Part IX – Special Representations

1. 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. The Applicant hereby indicates its compliance with Section 862(1) by signing the applicable statement below. **(Please sign only one of the following statements a. or b. below).**

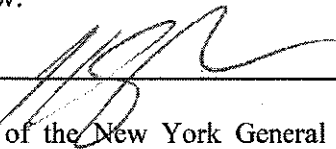
a. The completion of the entire project will not result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state.

Representative of the Applicant: _____ 

b. The completion of this entire project will 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 because 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.

Representative of the Applicant: _____

2. 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.

Representative of the Applicant: _____ 

3. 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.

Representative of the Applicant: _____ 

4. 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.

Representative of the Applicant: _____ 

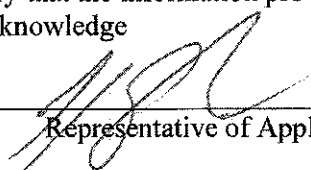
Part X – Certification

James L. Coughlan (Name of representative of entities submitting application) deposes and says that he or she is the Manager (title) of Ronk Hub Nova, LLC, the entities 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 entities 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 Brookhaven 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 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.

The Applicant hereby subscribes and affirms under the penalties of perjury that the information provided in this Application is true, accurate and complete to the best of his or her knowledge



Representative of Applicant

Sworn to me before this 6th
Day of November, 20 25

Linda M. LoBiondo
(seal) LINDA M LOBIONDO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LO6187648
Qualified in Suffolk County
My Commission Expires 05-27-2028

**** Note: If the entities named in this Application are unrelated and one individual cannot bind both entities, Parts VII, IX and X of this Application must be completed by an individual representative for each entity ****

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 to this Exhibit.

Town of Brookhaven Industrial Development
Schedule of Fees

Application -	\$3,000 for projects with total costs under \$5 million \$4,000 for projects with total costs \$5 million and over (non-refundable)
Closing/Expansion Sale/Transfer/Increase of Mortgage Amount/ Issuance of Refunding Bonds -	¾ of one percent up to \$25 million total project cost and an additional 1/4 of one percent on any project costs in excess of \$25 million. Projects will incur a minimum charge of \$10,000 plus all fees incurred by the Agency including, but not limited to publication, legal, and risk monitoring.
Annual Administrative -	\$2,000 administrative fee plus \$500 per unrelated subtenant located in the project facility. This fee is due annually.
Termination -	Between \$1,000 and \$2,500
Refinance (excluding refunding bonds) -	1/4 of one percent of mortgage amount or \$5,000, whichever is greater.
Late PILOT Payment -	5% penalty, 1% interest compounded monthly, plus \$1,000 administrative fee.
PILOT extension -	a minimum of \$15,000
Processing Fee -	\$275 per hour with a minimum fee of \$275
Lease of Existing Buildings (partial or complete) -	Fee is based on contractual lease amount.

The Agency reserves the right to adjust these fees.

Updated: November 17, 2020

SCHEDULE B

CONSTRUCTION WAGE POLICY

EFFECTIVE January 1, 2005

The purpose of the Brookhaven IDA is to provide benefits that reduce costs and financial barriers to the creation and to the expansion of business and enhance the number of jobs in the Town.

The Agency has consistently sought to ensure that skilled and fair paying construction jobs be encouraged in projects funded by the issuance of IDA tax exempt bonds in large projects.

The following shall be the policy of the Town of Brookhaven IDA for application for financial assistance in the form of tax-exempt financing for projects with anticipated construction costs in excess of \$5,000,000.00 per site received after January 1, 2005. Non-profit corporations and affordable housing projects are exempt from the construction wage policy.

Any applicant required to adhere to this policy shall agree to:

- (1) Employ 90% of the workers for the project from within Nassau or Suffolk Counties. In the event that this condition cannot be met, the applicant shall submit to the Agency an explanation as to the reasons for its failure to comply and;
- (2) Be governed by the requirements of Section 220d of Article 8 of the Labor Law of the State of New York; and when requested by the Agency, provide to the Agency a plan for an apprenticeship program;

OR

- (3) Provide to the Agency a project labor agreement or alternative proposal to pay fair wages to workers at the construction site.

Furthermore, this policy may be waived, in the sole and final discretion of the Agency, in the event that the applicant demonstrates to the Agency special circumstances or economic hardship to justify a waiver to be in the best interests of the Town of Brookhaven.

Adopted: May 23, 2005

SCHEDULE C

RECAPTURE AND TERMINATION POLICY

EFFECTIVE JUNE 8, 2016

Pursuant to Sections 874(10) and (11) of Title 1 of Article 18-A of the New York State General Municipal Law (the “**Act**”), the Town of Brookhaven Industrial Development Agency (the “**Agency**”) is required to adopt policies (i) for the discontinuance or suspension of any financial assistance provided by the Agency to a project or the modification of any payment in lieu of tax agreement and (ii) for the return of all or part of the financial assistance provided by the Agency to a project. This Recapture and Termination Policy was adopted pursuant to a resolution enacted by the members of the Agency on June 8, 2016.

I. Termination or Suspension of Financial Assistance

The Agency, in its sole discretion and on a case-by-case basis, may determine (but shall not be required to do so) to terminate or suspend the Financial Assistance (defined below) provided to a project upon the occurrence of an Event of Default, as such term is defined and described in the Lease Agreement entered into by the Agency and a project applicant (the “**Applicant**”) or any other document entered into by such parties in connection with a project (the “**Project Documents**”). Such Events of Default may include, but shall not be limited to, the following:

- 1) Sale or closure of the Facility (as such term is defined in the Project Documents);
- 2) Failure by the Applicant to pay or cause to be paid amounts specified to be paid pursuant to the Project Documents on the dates specified therein;
- 3) Failure by the Applicant to create and/or maintain the FTEs as provided in the Project Documents;
- 4) A material violation of the terms and conditions of the Project Agreements; and
- 5) A material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements.

The decision of whether to terminate or suspend Financial Assistance and the timing of such termination or suspension of Financial Assistance shall be determined by the Agency, in its sole discretion, on a case-by-case basis, and shall be subject to the notice and cure periods provided for in the Project Documents.

For the purposes of this policy, the term “**Financial Assistance**” 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 Project Agreements including, but not limited to:

- (i) any exemption from any applicable mortgage recording tax with respect to the Facility on mortgages granted by the Agency on the Facility at the request of the Applicant;

- (ii) sales tax exemption savings realized by or for the benefit of the Applicant, including and savings realized by any agent of the Applicant pursuant to the Project Agreements in connection with the Facility; and
- (iii) real property tax abatements granted under the Project Agreements.

II. Recapture of Financial Assistance

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

- 1) Sale or closure of the Facility (as such term is defined in the Project Documents);
- 2) Failure by the Applicant to pay or cause to be paid amounts specified to be paid pursuant to the Project Documents on the dates specified therein;
- 3) Failure by the Applicant to create and/or maintain the FTEs as provided in the Project Documents;
- 4) A material violation of the terms and conditions of the Project Agreements; and
- 5) A material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements.

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

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

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

III. Modification of Payment In Lieu of Tax Agreement

In the case of any Event of Default or Recapture Event, in lieu of terminating, suspending, or recapturing the Financial Assistance, the Agency may, in its sole discretion, adjust the payments in lieu of taxes due under the Project Agreements, so that the payments in lieu of taxes payable under the Project Agreements are adjusted upward retroactively and/or prospectively for each tax year until such time as the Applicant has complied with the provisions of the Project Agreements. The amount of such adjustments shall be determined by the provisions of the Project Documents.

SCHEDULE D

Agency Payment in Lieu of Taxes (PILOT) Policy

An annual fee of \$2,000 (plus \$500 per subtenant) will be due to the Agency in addition to the PILOT payment to cover ongoing costs incurred by the Agency on behalf of the project.

1. The Town of Brookhaven Industrial Development Agency (IDA) may grant or be utilized to obtain a partial or full real property tax abatement for a determined period. To be eligible for this abatement there would be a requirement of new construction, or renovation, and a transfer of title of the real property to the Town of Brookhaven IDA.
2. The Chief Executive Officer (CEO) or their designee shall consult with the Town Assessor to ascertain the amounts due pursuant to each PILOT Agreement. Thereafter, the PILOT payment for each project shall be billed to the current lessees. The lessees can pay the PILOT payment in full by January 31st of each year, or in two equal payments due January 31st and May 31st of each year of the PILOT Agreement. The CEO or their designee shall send all PILOT invoices to the lessees on a timely basis.
3. The Town of Brookhaven IDA shall establish a separate, interest-bearing bank account for receipt and deposit of all PILOT payments. The CEO or their designee shall be responsible for depositing and maintaining said funds with input from the Chief Financial Officer (CFO).
4. The CEO or their designee shall remit PILOT payments and penalties if any, to the respective taxing authorities in the proportionate amounts due to said authorities. These remittances shall be made within thirty (30) days of receipt of the payments to the Agency.
5. Payments in lieu of taxes which are delinquent under the agreement shall be subject to a late payment penalty of five percent (5%) of the amount due. For each month, or part thereof, that the payment in lieu of taxes is delinquent beyond the first month, interest shall on the total amount due plus a late payment penalty in the amount of one percent (1%) per month until the payment is made.
6. If a PILOT payment is not received by **January 31st** of any year or **May 31st** of the second half of the year the lessee shall be in default pursuant to the PILOT Agreement. The Agency may give the lessee notice of said default. If the payment is not received within thirty (30) days of when due, the CEO shall notify the Board, and thereafter take action as directed by the Board.
7. The CEO shall maintain records of the PILOT accounts at the Agency office.
8. Nothing herein shall be interpreted to require the Agency to collect or disburse PILOT payments for any projects which are not Agency projects.

9. Should the Applicant fail to reach employment levels as outlined in their application to the Agency, the Board reserves the right to reduce or suspend the PILOT Agreement, declare a default under the Lease or the Installment Sale Agreement, and/or convey the title back to the Applicant.
10. This policy has been adopted by the IDA Board upon recommendation of the Governance Committee and may only be amended in the same manner.

ATTACHMENT I

Part I.1.J

Affiliates of members of the Applicant have been involved in the following Industrial Development Agency (IDA) transactions in the Town of Brookhaven:

1. 201 W. Broadway PJ, LLC with the Suffolk County IDA (2016)
2. 1 Mill Road Apartments Investors RHPI, LLC with the Town of Brookhaven IDA - Phase 1 of the Ronkonkoma Hub development (2017)
3. Hawkins Ave Development RHP2, LLC with the Town of Brookhaven IDA - Phase 2A of the Ronkonkoma Hub development (2021)
4. Hawkins Ave Development RHP2-B, LLC with the Town of Brookhaven IDA - Phase 2B of the Ronkonkoma Hub development (2024)
5. Downtown Patchogue Redevelopers, LLC and Suffolk County Industrial Development Agency, LLC (2010)

ATTACHMENT II

Part III.2 and Part III.4.A.i.

District	Section	Block	Lot	Current Owner
0200	800.00	01.00	031.001	228 Carroll Avenue Realty, LLC
0200	800.00	01.00	033.001	Ronkonkoma Railroad Properties LLC
0200	800.00	01.00	034.000	Americo Magalhaes and Nelson Fernandes
0200	800.00	01.00	035.007 & 035.009	Ronk Hub Nova, LLC
0200	800.00	01.00	035.008	Legacy Brands, LLC

ATTACHMENT III

Part III.5.D

This project represents the next phase of the Station Yards Master Development, approved for 1,450 residential units, of which 1,052 have been constructed to date. While this next phase of the project continues to contribute to the region's critical housing needs, its primary distinction is the proposed inclusion of approximately 30,000 square feet of medical office and/or retail space. This use will complement the 67,000 square feet of retail delivered in Phase 2A, creating a more complete mixed-use environment that brings housing, retail, and healthcare together in one accessible location. The project's proximity to the train station across the street and the Long Island Expressway further enhances its appeal for residents, medical providers, employees and patients.

ATTACHMENT IV: Part III.4.F

STATION YARDS PHASE 2C SUSTAINABILITY ELEMENTS

A thoughtful land use planning approach to development and the employment of Smart Growth principles.

WATER EFFICIENCY

- Indoor: Using WaterSense labeled, high efficiency fixtures for lavatory, faucets, shower heads, and toilets; Use of ENERGY STAR dryers

SUSTAINABLE SITE ELEMENTS

- Rainwater management: Installation of stormwater runoff and drainage systems at site
- Nontoxic pest control: Using solid concrete walls below grade, all cracks will be sealed at foundations, and all rain gutters and condensate lines will discharge minimum 24 inches from foundation.
- Reduce heat island effect: ENERGY STAR qualified roof products and pavers; plantings and landscaped area (Increasing global temperatures are a severe and growing concern. There are strategies to assist in lowering temperatures, such as installing "cooler" roofing and paving materials that help to maintain cooler temperatures; planting trees and vegetation; and installing efficient heating and cooling systems.)
- Connection to sewer
- Remediation of a currently blighted, contaminated area

ACCESS

- Access to public transit (Ronkonkoma Train Station, MacArthur Airport, and local bus station in close proximity) – encourage public transportation and ease the number of cars on the road, which in turn has direct benefits to the environment (less cars on the road translates to less pollution and carbon emissions)
- Pedestrian-friendly access to community resources and local "downtown"

ENERGY

- Residential units will be fully electric and all units will be separately metered. Tenants are more incentivized to cut costs when the utility payments are the responsibility of the individual tenants, rather than the Landlord. This in turn may translate into lower utility usage, and hence an environmental benefit.

MATERIALS

- Construction waste management plan will be implemented.

INDOOR ENVIRONMENTAL QUALITY

- Low/No VOC paints, primers, adhesives, coatings, and sealants
- Ventilation (promotes healthy indoor air quality; introduces cleaner air)
- Combustion venting (To constrain the leakage of combustion gases in the home.)
- Garage pollutant protection (minimize exposure to indoor pollutants)
- Air filtering (promotes healthy indoor air quality)
- Compartmentalization (Sealing up the gaps in the walls between apartments reduces air infiltration by lessening the "stack effect", or the tendency of temperature differences between the inside and outside of tall buildings to create pressure differences and drive air infiltration; inhibits the passage of secondhand smoke, smells, and other pollutants; reduces sound transmission; impedes the passage of pests and vermin between neighbors; improves safety in a fire, because they help prevent the passage of hot gases that make fires spread and smoke that suffocates people. – Information taken from Green Building Advisor's "Compartmentalization in Multifamily Buildings"
<http://www.greenbuildingadvisor.com/blogs/dept/guest---blogs/compartmentalization---multifamily---buildings>)
- Balancing of heat and cooling distribution (To enhance thermal comfort and energy efficiency by allowing for suitable circulation of space heating and cooling in the home)

ADDITIONAL "ECO-FRIENDLY" ATTRIBUTES

- Targeting LEED Gold Certification
- Installation of electric vehicle charging stations
- Compact development
 - More efficient energy use. "Urbanized" areas use a fraction of the amount of energy that suburban areas use. "Urbanized" areas are intrinsically greener, less wasteful and a more energy efficient way of life. Denser settlement patterns yield energy savings and emit less carbon dioxide than their suburban and rural counterparts. Denser design promotes walkability and use of mass transit.
- Revitalization of the existing built environment / reuse of previously developed land to make land use more efficient (rather than building on farmland or greenfields [natural land that has never been built on before]).

ATTACHMENT V

Part IV.3

PROJECT FINANCING COSTS PAID TO DATE*:

**as of September 2025*

LAND ACQUISITION	\$	9,116,400
ARCHITECT		1,322,443
LEGAL FEES		57,828
APPRAISALS		23,182
CONSULTING		9,000
ENVIRONMENTAL ENGINEER/STUDY		19,015
INSURANCE		23,197
RE TAXES		83,796
SITE ENGINEERING & GEOTECH		355,767
SURVEY & TOPO LEGAL		87,210
TITLE INSURANCE		1,658
TRAFFIC ENGINEERING		12,550
OTHER		235,004
TOTAL	\$	11,347,050

**FORM APPLICATION FOR FINANCIAL ASSISTANCE
TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
1 Independence Hill, 2nd Floor, Farmingville, New York 11738
631 406-4244**

DATE: October 31, 2025

APPLICATION OF: Integrated Structures Corp.
Name of Owner and/or User of Proposed Project

ADDRESS: 4 Pinehurst Dr.
Bellport, NY 11713

Type of Application: Tax-Exempt Bond Taxable Bond
 Straight Lease Refunding Bond

Please respond to all items either by filling in blanks, by attachment (by marking space “see attachment number 1”, etc.) or by N.A., where not applicable. Application must be filed in two copies. A non-refundable application fee is required at the time of submission of this application to the Agency. The non-refundable application fee is \$3,000 for applications under \$5 million and \$4,000 for applications of \$5 million or more, and should be made payable to the Town of Brookhaven Industrial Development Agency.

Transaction Counsel to the Agency may require a retainer which will be applied to fees incurred and actual out-of-pocket disbursements made during the inducement and negotiation processes and will be reflected on their final statement at closing.

Information provided herein will not be made public by the Agency prior to the passage of an official Inducement Resolution but may be subject to disclosure under the New York State Freedom of Information Law.

Prior to submitting a completed final application, please arrange to meet with the Agency’s staff to review your draft application. Incomplete applications will not be considered. The Board reserves the right to require that the applicant pay for the preparation of a Cost Benefit Analysis, and the right to approve the company completing the analysis.

PLEASE NOTE: It is the policy of the Brookhaven IDA to encourage the use of local labor and the payment of the area standard wage during construction on the project.

IDA benefits may not be conferred upon the Company until the Lease and Project Agreement have been executed.

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SCHEDULE B	Construction Wage Policy
SCHEDULE C	Recapture and Termination Policy

Part I: Owner & User Data

1. Owner Data:

A. Owner (Applicant for assistance): 17 Old Dock LLC

Address: 4 Pinehurst Dr.
Bellport, NY 11713

Federal Employer ID #: [REDACTED] Website: _____

NAICS Code: 551112

Owner Officer Certifying Application: Francis A. Lee

Title of Officer: Member

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

B. Business Type:

Sole Proprietorship Partnership Limited Liability Company

Privately Held Public Corporation Listed on _____

State of Incorporation/Formation: New York

C. Nature of Business:

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

Real Estate Holding Company

D. Owner Counsel:

Firm Name: Forchelli Deegan Terrana LLP

Address: 333 Earle Ovington Blvd., Suite 1010

Uniondale, NY 11553

Individual Attorney: Daniel S. Dornfeld

Phone Number: (516) 248-1700

E-mail: ddornfeld@forchellilaw.com

E. Principal Stockholders, Members or Partners, if any, of the Owner:

Name	Percent Owned
Francis A. Lee	100%
_____	_____
_____	_____
_____	_____

F. Has the Owner, or any subsidiary or affiliate of the Owner, 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)

Integrated Structures Corp., filed for bankruptcy on 11/2/2015 (case 8-15.7542).

On 6/30/2020 the plan was confirmed and the company exited bankruptcy.

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

Yes, please see attached letter for explanation.

G. If any of the above persons (see "E", 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.

Matt-Con Services Corp.; Equipco, LLC;

Integrated Structures Corp.; and 4 Pinehurst LLC

H. 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:

See 1.G. above, 100% common ownership.

I. List parent corporation, sister corporations and subsidiaries:

See 1.G. above.

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

Yes, 4 Pinehurst LLC entered a Lease and Project Agreement dated August 1, 2021 with the Town of Brookhaven IDA. The IDA provides economic benefits in the form of a PILOT, sales and use tax exemption related and a mortgage recording tax exemption to 4 Pinehurst LLC. The economic benefits were to expand space and purchase equipment, increasing employment and economic productivity for Integrated Structure Corp.

K. List major bank references of the Owner:

Lucy Mazany, Senior VP, Signature Bank, (516) 690-8401
100 Jericho Quadrangle, Suite 125, Jericho, NY 11753

2. User Data

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

A. User (together with the Owner, the "Applicant"); Integrated Structure Corp.

Address: 4 Pinehurst Dr.

Bellport, [REDACTED]

[REDACTED] Website: integratedstructure.com

NAICS Code: 332312

User Officer Certifying Application: Francis A. Lee

Title of Officer: President

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 _____"; or "real estate holding company")

Steel fabricator and erector in the construction industry

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. User's Counsel:

Firm Name: _____

Address: _____

Individual Attorney: _____

Phone Number: _____

E-mail: _____

F. Principal Stockholders or Partners, if any:

Name	Percent Owned
Francis A. Lee	100%
_____	_____
_____	_____
_____	_____

G. Has the User, or any subsidiary or affiliate of the User, 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)

See 1F(i)

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

See 1F(ii)

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

See 1G above.

- I. 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:

See 1G above.

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

See 1G above.

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

Yes, see 1J above.

- L. List major bank references of the User:

See 1K above.

Part II – Operation at Current Location

*****(if the Owner and the User are unrelated entities, answer separately for each)*****

1. Current Location Address: **4 Pinehurst Dr., Bellport, NY 11731**

2. Owned or Leased: **Owned**

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

The present location consists of a two-story, approximately 20,000 square foot building on 3.03 acres of land.

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

Manufacturing of fabricated structural steel parts.

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

A. If yes, list the Address: _____

6. Will the completion of the project result in the removal of any facility or facilities of the Applicant from one area of the state to another OR in the abandonment of any facility or facilities of the Applicant located within the State? Yes No

A. If no, explain how current facilities will be utilized: The current facilities will continue to be utilized as an office and for the manufacturing of fabricated structural steel parts.

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: Properties in New Jersey and Connecticut were considered as alternatives to the proposed project.

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

A. Please explain: Applicant is seeking financial assistance to purchase an additional facility, allowing for the continued growth of Applicant.

Without such assistance, the purchase of the new facility will not be economically viable and Applicant will have to seek an alternate location for expansion.

9. Number of full-time equivalent employees (FTE's) at current location and average salary (indicate hourly or yearly salary):

There are currently 62 FTE's at an average salary of approximately \$80,000.00 per year. Calculations based on 17 office, 17 shop and 28 union employees. Note union personnel fluctuates with project flow.

- G. Installation of machinery and/or equipment Yes No
i. List principal items or categories of equipment to be acquired: _____
Project machinery/equipment include a blast line, plasma drill and overhead crane.

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: Old Dock Road II, LLC; Leon Realty LLC and TRGD Realty LLC _____

B. Present use of the proposed location: **Vacant. Former warehouse and office.**

- 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, explain): Yes No
Executed on September 11, 2025. Closing subject to and contingent upon IDA approvals.

- E. Is there an existing or proposed lease for the site? (If yes, explain): Yes No

5. Proposed Use:

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

Manufacturing and painting of fabricated structural steel parts.

- B. Proposed product lines and market demands: _____

Manufacturing and painting of fabricated structural steel parts for infrastructure.

- 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:

Exterior space indicates lease potential; however, there are no pending or prospective tenants or lease agreements

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

The current facility does not provide sufficient capacity. Acquisition of the new facility allows the Applicant to expand and undertake more and larger projects. In addition, the acquisition of the new facility provides the space to hire additional employees.

- 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? _____

- F. To what extent will the project utilize resource conservation, energy efficiency, green technologies, and alternative / renewable energy measures?

Applicant will be purchasing the latest state of the art manufacturing equipment for structural steel fabrication. Such equipment is designed with energy efficiency at the forefront.

6. Project Work:

- A. Has construction work on this project begun? **NO.** If yes, complete the following:

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

- B. What is the current zoning? L1 Light Industrial

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

Yes No

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

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

F. Is a change of use application required? 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: November 2025

ii. Construction/Renovation/Equipping: November 2026

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: Approximately 18 months to complete the renovations. Anticipated May 2028

Part IV – Project Costs and Financing

1. Project Costs:

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

<u>Description</u>	<u>Amount</u>
Land and/or building acquisition	\$ <u>4,800,000.00</u>
Building(s) demolition/construction	\$ <u>20,000.00</u>
Building renovation	\$ <u>700,000.00</u>
Site Work	\$ <u>750,000.00</u>
Machinery and Equipment	\$ <u>2,000,000.00</u>
Legal Fees	\$ <u>35,000.00</u>
Architectural/Engineering Fees	\$ <u>15,000.00</u>
Financial Charges	\$ <u>55,000.00</u>
Other (Specify)	\$ _____
Total	\$ <u>8,375,000.00</u>

Please provide the percentage of materials and labor that will be sourced locally (Suffolk/Nassau Counties) 95 percent

Please note, IDA fees are based on the total project costs listed above. At the completion of your project, you are required to provide both a certificate of completion along with a cost affidavit certifying the final project costs. The IDA fees may be adjusted as a result of the certified cost affidavit. Money will not be refunded if the final project cost is less than the amount listed above.

2. Method of Financing:

	Amount	Term
A. Tax-exempt bond financing:	\$ _____	_____ years
B. Taxable bond financing:	\$ _____	_____ years
C. Conventional Mortgage:	\$ 6,700,000.00	25 _____ 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:	\$ 1,675,000.00	_____ years
Total Project Costs	\$ 8,375,000.00	

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

0 _____

3. Project Financing:

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:

N/A _____

C. Will any of the funds borrowed through the Agency 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 _____

Part V – Project Benefits

1. Mortgage Recording Tax Benefit:

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

\$ 6,700,000.00

B. Estimated Mortgage Recording Tax Exemption (product of Mortgage Amount and .75%):

\$ 50,250.00

2. Sales and Use Tax Benefit:

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

\$ 1,000,000.00

B. Estimated State and local Sales and Use Tax exemption (product of 8.75% and figure above):

\$ 87,500.00

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

i. Owner: \$ 0

ii. User: \$ 87,500.00

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: 10 years

ii. Upon acceptance of this application, the Agency staff will create a PILOT schedule and attach such information to Exhibit A hereto. Applicant hereby requests such PILOT benefit as described on Exhibit A.

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

Part VI – Employment Data

1. List the Applicant’s and each user’s present employment and estimates of (i) employment at the proposed project location, not just new employment, 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 the second year following completion:

Present number of FTEs **: 62 9/26/2025 \$80,000.00
 Date Average Annual Salary of Jobs to be Retained
 FTEs to be Created in First Year: 2027 (fill in year)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
FTE												5	5

FTEs to be Created in Second Year: 2028 (fill in year)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
FTE												6	6

Number of Residents of LMA:

Full-Time: 11

Part-Time: _____

Cumulative Total FTEs ** After Year 2 73

Construction Jobs to be Created: Approximately 15

*** The Labor Market Area includes the County/City/Town/Village in which the project is located as well as Nassau and Suffolk Counties.**

**** To calculate FTEs (Full-Time Equivalent Employees) please use the following example: if an organization considers 40 hours per week as full-time and there are four employees who work 10 hours each per week, the cumulative hours for those employees equal 1 FTE.**

2. Salary and Fringe Benefits:

Category of Jobs to be Created	Average Salary	Average Fringe Benefits
Salary Wage Earners		
Commission Wage Earners		
Hourly Wage Earners	73,000.00	15,500
1099 and Contract Workers		

What is the annualized salary range of jobs to created? 70,000 to 80,000

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

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 labor practices, hazardous wastes, environmental pollution, or other operating practices? (If yes, furnish details on a separate sheet)

Yes No

3. Is there a likelihood that the Applicant would proceed with this project without the Agency's assistance? (If no, please explain why; if yes, please explain why the Agency should grant the benefits requested)

Yes No

The project is not economically viable without the Agency's assistance.

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 Applicant would not proceed with the project absent assistance and any economic growth potential would be hindered, if not lost.

Without assistance, the Applicant would not invest, current jobs would be lost and new jobs would not be created.

Original signature and initials are required. Electronic signatures and initials are not permitted.

5. 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, where practicable, 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  _____

6. 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 in the Project as well as may lead to other possible enforcement actions.

Initial  _____

7. 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  _____

8. 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  _____

9. 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. The IDA fees are based on the total project costs listed in this application. At the completion of the project, you are required to provide both a certificate of completion along with a cost affidavit certifying the final project costs. The IDA fees may be increased as a result of the certified cost affidavit. Monies will not be refunded if the final costs are below the amount listed in the application.

Initial

10. The Applicant confirms and hereby acknowledges it has received the Agency's Construction Wage Policy attached hereto as Schedule B and agrees to comply with the same.

Initial

11. 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 and Termination Policy, attached hereto as Schedule C.

Initial

12. The Applicant confirms and hereby acknowledges it has received the Agency's PILOT Policy attached hereto as Schedule D and agrees to comply with the same.

Initial

13. The Company hereby authorizes the Agency, without further notice or consent, to use the Company's name, logo and photographs related to the Facility in its advertising, marketing, and communications materials. Such materials may include web pages, print ads, direct mail and various types of brochures or marketing sheets, and various media formats other than those listed (including without limitation video or audio presentations through any media form). In these materials, the Agency also has the right to publicize its involvement in the Project.

Initial

14. The applicant confirms and hereby acknowledges it has received the Agency's Application and Resolution Expiration Policy available at brookhavenida.org/application and agrees to comply with same.

Initial

Part VIII – Submission of Materials

1. Financial statements for the last two fiscal years (unless included in the Applicant’s annual report). Note, if the project company is a newly formed entity, then the applicant is required to submit financial statements for the parent company or sponsor entity.
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 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 the employee Social Security numbers and note the full-time equivalency for part-time employees.

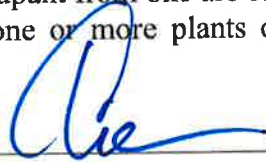
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Part IX – Special Representations

1. 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. The Applicant hereby indicates its compliance with Section 862(1) by signing the applicable statement below. **(Please sign only one of the following statements a. or b. below).**

a. The completion of the entire project will not result in the removal of an industrial or manufacturing plant of the project occupant from one are of the stat 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.

Representative of the Applicant: _____

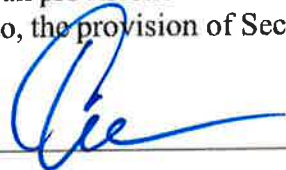


b. The completion of this entire project will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state because 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.

Representative of the Applicant: _____

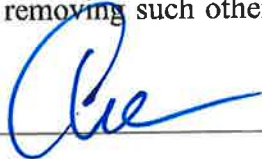
2. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New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

Representative of the Applicant: _____



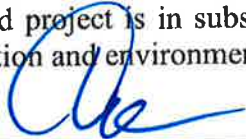
3. In accordance with Section 862(1) of the New York General Municipal Law the Applicant understands and agrees that projects which result in the removal of an industrial or manufacturing plant of the project occupant from one area of the State to another area of the State or in the abandonment of one 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.

Representative of the Applicant: _____



4. 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.

Representative of the Applicant: _____



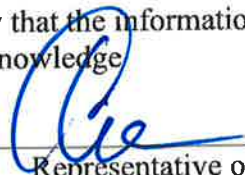
Part X – Certification

Francis A. Lee (Name of representative of entities submitting application) deposes and says that he or she is the Sole-Member (title) of 17 Old Dock LLC, the entities 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.

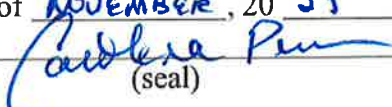
Deponent further says that s/he is duly authorized to make this certification on behalf of the entities named in the attached Application (the “Applicant”) and to bind the Applicant. The grounds of deponent’s belief relative to all matters in said Application which are not stated upon his/her personal 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 Brookhaven 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 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.

The Applicant hereby subscribes and affirms under the penalties of perjury that the information provided in this Application is true, accurate and complete to the best of his or her knowledge



Representative of Applicant

Sworn to me before this 7th
Day of NOVEMBER, 2025

(seal)

CAROLINA PICICCI
CLERK PUBLIC-STATE OF NEW YORK
No. 01PI6227582
Qualified in Nassau County
My Commission Expires 09-07-2026

**** Note: If the entities named in this Application are unrelated and one individual cannot bind both entities, Parts VII, IX and X of this Application must be completed by an individual representative for each entity ****

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 to this Exhibit.

Town of Brookhaven Industrial Development
Schedule of Fees

Application -	\$3,000 for projects with total costs under \$5 million \$4,000 for projects with total costs \$5 million and over (non-refundable)
Closing/Expansion Sale/Transfer/Increase of Mortgage Amount/ Issuance of Refunding Bonds -	$\frac{3}{4}$ of one percent up to \$25 million total project cost and an additional $\frac{1}{4}$ of one percent on any project costs in excess of \$25 million. Projects will incur a minimum charge of \$10,000 plus all fees incurred by the Agency including, but not limited to publication, legal, and risk monitoring.
Annual Administrative -	\$2,000 administrative fee plus \$500 per unrelated subtenant located in the project facility. This fee is due annually.
Termination –	Between \$1,000 and \$2,500
Refinance (excluding refunding bonds) –	$\frac{1}{4}$ of one percent of mortgage amount or \$5,000, whichever is greater.
Late PILOT Payment –	5% penalty, 1% interest compounded monthly, plus \$1,000 administrative fee.
PILOT extension -	a minimum of \$15,000
Processing Fee -	\$275 per hour with a minimum fee of \$275
Lease of Existing Buildings (partial or complete) -	Fee is based on contractual lease amount.

The Agency reserves the right to adjust these fees.

Updated: November 17, 2020

SCHEDULE B

CONSTRUCTION WAGE POLICY

EFFECTIVE January 1, 2005

The purpose of the Brookhaven IDA is to provide benefits that reduce costs and financial barriers to the creation and to the expansion of business and enhance the number of jobs in the Town.

The Agency has consistently sought to ensure that skilled and fair paying construction jobs be encouraged in projects funded by the issuance of IDA tax exempt bonds in large projects.

The following shall be the policy of the Town of Brookhaven IDA for application for financial assistance in the form of tax-exempt financing for projects with anticipated construction costs in excess of \$5,000,000.00 per site received after January 1, 2005. Non-profit corporations and affordable housing projects are exempt from the construction wage policy.

Any applicant required to adhere to this policy shall agree to:

- (1) Employ 90% of the workers for the project from within Nassau or Suffolk Counties. In the event that this condition cannot be met, the applicant shall submit to the Agency an explanation as to the reasons for its failure to comply and;
- (2) Be governed by the requirements of Section 220d of Article 8 of the Labor Law of the State of New York; and when requested by the Agency, provide to the Agency a plan for an apprenticeship program;

OR

- (3) Provide to the Agency a project labor agreement or alternative proposal to pay fair wages to workers at the construction site.

Furthermore, this policy may be waived, in the sole and final discretion of the Agency, in the event that the applicant demonstrates to the Agency special circumstances or economic hardship to justify a waiver to be in the best interests of the Town of Brookhaven.

Adopted: May 23, 2005

SCHEDULE C

RECAPTURE AND TERMINATION POLICY

EFFECTIVE JUNE 8, 2016

Pursuant to Sections 874(10) and (11) of Title 1 of Article 18-A of the New York State General Municipal Law (the “**Act**”), the Town of Brookhaven Industrial Development Agency (the “**Agency**”) is required to adopt policies (i) for the discontinuance or suspension of any financial assistance provided by the Agency to a project or the modification of any payment in lieu of tax agreement and (ii) for the return of all or part of the financial assistance provided by the Agency to a project. This Recapture and Termination Policy was adopted pursuant to a resolution enacted by the members of the Agency on June 8, 2016.

I. Termination or Suspension of Financial Assistance

The Agency, in its sole discretion and on a case-by-case basis, may determine (but shall not be required to do so) to terminate or suspend the Financial Assistance (defined below) provided to a project upon the occurrence of an Event of Default, as such term is defined and described in the Lease Agreement entered into by the Agency and a project applicant (the “**Applicant**”) or any other document entered into by such parties in connection with a project (the “**Project Documents**”). Such Events of Default may include, but shall not be limited to, the following:

- 1) Sale or closure of the Facility (as such term is defined in the Project Documents);
- 2) Failure by the Applicant to pay or cause to be paid amounts specified to be paid pursuant to the Project Documents on the dates specified therein;
- 3) Failure by the Applicant to create and/or maintain the FTEs as provided in the Project Documents;
- 4) A material violation of the terms and conditions of the Project Agreements; and
- 5) A material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements.

The decision of whether to terminate or suspend Financial Assistance and the timing of such termination or suspension of Financial Assistance shall be determined by the Agency, in its sole discretion, on a case-by-case basis, and shall be subject to the notice and cure periods provided for in the Project Documents.

For the purposes of this policy, the term “**Financial Assistance**” 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 Project Agreements including, but not limited to:

- (i) any exemption from any applicable mortgage recording tax with respect to the Facility on mortgages granted by the Agency on the Facility at the request of the Applicant;

- (ii) sales tax exemption savings realized by or for the benefit of the Applicant, including and savings realized by any agent of the Applicant pursuant to the Project Agreements in connection with the Facility; and
- (iii) real property tax abatements granted under the Project Agreements.

II. Recapture of Financial Assistance

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

- 1) Sale or closure of the Facility (as such term is defined in the Project Documents);
- 2) Failure by the Applicant to pay or cause to be paid amounts specified to be paid pursuant to the Project Documents on the dates specified therein;
- 3) Failure by the Applicant to create and/or maintain the FTEs as provided in the Project Documents;
- 4) A material violation of the terms and conditions of the Project Agreements; and
- 5) A material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements.

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

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

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

III. Modification of Payment In Lieu of Tax Agreement

In the case of any Event of Default or Recapture Event, in lieu of terminating, suspending, or recapturing the Financial Assistance, the Agency may, in its sole discretion, adjust the payments in lieu of taxes due under the Project Agreements, so that the payments in lieu of taxes payable under the Project Agreements are adjusted upward retroactively and/or prospectively for each tax year until such time as the Applicant has complied with the provisions of the Project Agreements. The amount of such adjustments shall be determined by the provisions of the Project Documents.

SCHEDULE D

Agency Payment in Lieu of Taxes (PILOT) Policy

An annual fee of \$2,000 (plus \$500 per subtenant) will be due to the Agency in addition to the PILOT payment to cover ongoing costs incurred by the Agency on behalf of the project.

1. The Town of Brookhaven Industrial Development Agency (IDA) may grant or be utilized to obtain a partial or full real property tax abatement for a determined period. To be eligible for this abatement there would be a requirement of new construction, or renovation, and a transfer of title of the real property to the Town of Brookhaven IDA.
2. The Chief Executive Officer (CEO) or their designee shall consult with the Town Assessor to ascertain the amounts due pursuant to each PILOT Agreement. Thereafter, the PILOT payment for each project shall be billed to the current lessees. The lessees can pay the PILOT payment in full by January 31st of each year, or in two equal payments due January 31st and May 31st of each year of the PILOT Agreement. The CEO or their designee shall send all PILOT invoices to the lessees on a timely basis.
3. The Town of Brookhaven IDA shall establish a separate, interest-bearing bank account for receipt and deposit of all PILOT payments. The CEO or their designee shall be responsible for depositing and maintaining said funds with input from the Chief Financial Officer (CFO).
4. The CEO or their designee shall remit PILOT payments and penalties if any, to the respective taxing authorities in the proportionate amounts due to said authorities. These remittances shall be made within thirty (30) days of receipt of the payments to the Agency.
5. Payments in lieu of taxes which are delinquent under the agreement shall be subject to a late payment penalty of five percent (5%) of the amount due. For each month, or part thereof, that the payment in lieu of taxes is delinquent beyond the first month, interest shall on the total amount due plus a late payment penalty in the amount of one percent (1%) per month until the payment is made.
6. If a PILOT payment is not received by **January 31st** of any year or **May 31st** of the second half of the year the lessee shall be in default pursuant to the PILOT Agreement. The Agency may give the lessee notice of said default. If the payment is not received within thirty (30) days of when due, the CEO shall notify the Board, and thereafter take action as directed by the Board.
7. The CEO shall maintain records of the PILOT accounts at the Agency office.
8. Nothing herein shall be interpreted to require the Agency to collect or disburse PILOT payments for any projects which are not Agency projects.

9. Should the Applicant fail to reach employment levels as outlined in their application to the Agency, the Board reserves the right to reduce or suspend the PILOT Agreement, declare a default under the Lease or the Installment Sale Agreement, and/or convey the title back to the Applicant.
10. This policy has been adopted by the IDA Board upon recommendation of the Governance Committee and may only be amended in the same manner.

**FORM APPLICATION FOR FINANCIAL ASSISTANCE
TOWN OF BROOKHAVEN INDUSTRIAL DEVELOPMENT AGENCY
1 Independence Hill, 2nd Floor, Farmingville, New York 11738
631 406-4244**

DATE: November 2025

APPLICATION OF: Shoreham Solar Commons LLC
Name of Owner and/or User of Proposed Project
ADDRESS: 24 Cooper Street
Shoreham, New York 11786

Type of Application: Tax-Exempt Bond Taxable Bond
 Straight Lease Refunding Bond

Please respond to all items either by filling in blanks, by attachment (by marking space "see attachment number 1", etc.) or by N.A., where not applicable. Application must be filed in two copies. A non-refundable application fee is required at the time of submission of this application to the Agency. The non-refundable application fee is \$3,000 for applications under \$5 million and \$4,000 for applications of \$5 million or more, and should be made payable to the Town of Brookhaven Industrial Development Agency.

Transaction Counsel to the Agency may require a retainer which will be applied to fees incurred and actual out-of-pocket disbursements made during the inducement and negotiation processes and will be reflected on their final statement at closing.

Information provided herein will not be made public by the Agency prior to the passage of an official Inducement Resolution but may be subject to disclosure under the New York State Freedom of Information Law.

Prior to submitting a completed final application, please arrange to meet with the Agency's staff to review your draft application. Incomplete applications will not be considered. The Board reserves the right to require that the applicant pay for the preparation of a Cost Benefit Analysis, and the right to approve the company completing the analysis.

PLEASE NOTE: It is the policy of the Brookhaven IDA to encourage the use of local labor and the payment of the area standard wage during construction on the project.

IDA benefits may not be conferred upon the Company until the Lease and Project Agreement have been executed.

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PART I OWNER AND USER DATA

PART II OPERATION AT CURRENT LOCATION

PART III PROJECT DATA

PART IV PROJECT COSTS AND FINANCING

PART V PROJECT BENEFITS

PART VI EMPLOYMENT DATA

PART VII REPRESENTATIONS, CERTIFICATIONS AND INDEMNIFICATION

PART VIII SUBMISSION OF MATERIALS

EXHIBIT A	Proposed PILOT Schedule
SCHEDULE A	Agency's Fee Schedule
SCHEDULE B	Construction Wage Policy
SCHEDULE C	Recapture and Termination Policy

Note to Town (from Clearway): For most of this Application, unless stated otherwise, the "Applicant" remains the Project Company that currently owns the Project - Shoreham Solar Commons. This entity is being sold - via an indirect parent level transfer and as explained in the cover letter and consent request provided to the Town - from Deriva to Clearway. Clearway, therefore, does not yet own Shoreham Solar Commons LLC but has populated this application on behalf of Shoreham Solar Commons LLC with information that will be true as of the date of Clearway obtaining ownership. For Part VII-X, however, Clearway has provided certifications with respect to itself only, and not Shoreham Solar Commons, as further explained in Attachment 4.

Part I: Owner & User Data

1. Owner Data:

A. Owner (Applicant for assistance): Shoreham Solar Commons LLC

Address: 24 Cooper Street
Shoreham, New York 11786

Federal Employer ID # [REDACTED] Website: www.clearwayenergygroup.com

NAICS Code: 221114

Owner Officer Certifying Application: Sarah Rubenstein

Title of Officer: Vice President and Treasurer

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

B. Business Type:

Sole Proprietorship Partnership Limited Liability Company

Privately Held Public Corporation Listed on _____

State of Incorporation/Formation: Delaware

C. Nature of Business:

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

solar energy generating facility

D. Owner Counsel:

Firm Name: Wilson Sonsini Goodrich & Rosati

Address: 701 5th Avenue #5100
Seattle, WA 98104

Individual Attorney: Peter Mostow

Phone Number: 206-883-2541 E-mail: pmostow@wsgr.com

E. Principal Stockholders, Members or Partners, if any, of the Owner:

Name	Percent Owned
See Attachment 1.	

F. Has the Owner, or any subsidiary or affiliate of the Owner, 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 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.

H. 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:

See Attachment 1.

I. List parent corporation, sister corporations and subsidiaries:

See Attachment 1.

J. 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:

There is an existing relationship with the Town of Brookhaven IDA pursuant to lease dated February 1, 2017.

K. List major bank references of the Owner:

As of the date of this application, JP Morgan.

2. User Data

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

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

Address: _____

Federal Employer ID #: _____ Website: _____

NAICS Code: _____

User 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. User's Counsel:

Firm Name: _____

Address: _____

Individual Attorney: _____

Phone Number: _____

E-mail: _____

F. Principal Stockholders or Partners, if any:

Name	Percent Owned
_____	_____
_____	_____
_____	_____

G. Has the User, or any subsidiary or affiliate of the User, 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 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.

- I. 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:

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

- K. 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:

- L. List major bank references of the User:

Part II – Operation at Current Location

*** (if the Owner and the User are unrelated entities, answer separately for each) ***

1. Current Location Address: 24 Cooper Street, Shoreham, New York

2. Owned or Leased: Leased

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

150 acres upon which existing buildings used for offices, storage, and related uses occupy a portion of the site, in addition to a 24.9 MW solar powered electric generating facility with ground mounted modules and associated equipment.

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

Solar energy generating facility.

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

Yes No

A. If yes, list the Address: Clearway has other facilities or related companies in New York, see Attachment 2.

6. Will the completion of the project result in the removal of any facility or facilities of the Applicant from one area of the state to another OR in the abandonment of any facility or facilities of the Applicant 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: N.A.

9. Number of full-time equivalent employees (FTE's) at current location and average salary (indicate hourly or yearly salary):

None.

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 Lease Only

*Consent to transfer Straight Lease.

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

- Sales Tax Exemption Mortgage Recording Tax Exemption
PILOT Agreement: *Continuation of existing PILOT Agreement.

2. Location of project:

A. Street Address: 24 Cooper Street, Shoreham, NY11786

B. Tax Map: District 0200 Section 126.00 Block 02.00 Lot(s) 002.001

C. Municipal Jurisdiction:

- i. Town: Township of Brookhaven, Town of Shoreham
ii. Village: _____
iii. School District: Shoreham-Wading River School District

D. Acreage: 150 acres

3. Project Components (check all appropriate categories):

A. Construction of a new building Yes No

i. Square footage: Project is complete.

B. Renovations of an existing building Yes No

i. Square footage: Project is complete.

C. Demolition of an existing building Yes No

i. Square footage: Project is complete.

D. Land to be cleared or disturbed Yes No

i. Square footage/acreage: Project is complete.

E. Construction of addition to an existing building Yes No

i. Square footage of addition: Project is complete.

ii. Total square footage upon completion: Project is complete.

F. Acquisition of an existing building Yes No

i. Square footage of existing building: Project is complete.

- G. Installation of machinery and/or equipment Yes No
i. List principal items or categories of equipment to be acquired: Project is complete.

Existing 24.9 MW solar generating facility.

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: PHIE Shoreham, LLC

- B. Present use of the proposed location: Existing 24.9 MW solar generating facility.

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

i. If yes, explain: IDA relationship with this agency established in 2017.

- D. Is there a purchase contract for the site? (If yes, explain): Yes No

- E. Is there an existing or proposed lease for the site? (If yes, explain): Yes No
Solar Lease and Easement Agreement, with PHIE Shoreham, LLC, dated as of February 27, 2017.

5. Proposed Use:

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

- B. Proposed product lines and market demands: Electricity

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:

N.A.

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

The project is part of a transaction between Clearway and Deriva and was executed in reliance upon the existence of the PILOT and the predictability of the real property tax burden.

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? _____

F. To what extent will the project utilize resource conservation, energy efficiency, green technologies, and alternative / renewable energy measures?

The project is a renewable energy generating facility.

6. Project Work:

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

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

B. What is the current zoning? A Residence 1

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

Yes No

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

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

F. Is a change of use application required? 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: completed

ii. Construction/Renovation/Equipping: completed

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: N.A.

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	\$ [REDACTED]
Building(s) demolition/construction	\$ _____
Building renovation	\$ _____
Site Work	\$ _____
Machinery and Equipment	\$ _____
Legal Fees	\$ _____
Architectural/Engineering Fees	\$ _____
Financial Charges	\$ _____
Other (Specify)	\$ _____
Total	\$ [REDACTED]

Please provide the percentage of materials and labor that will be sourced locally (Suffolk/Nassau Counties) _____

Please note, IDA fees are based on the total project costs listed above. At the completion of your project, you are required to provide both a certificate of completion along with a cost affidavit certifying the final project costs. The IDA fees may be adjusted as a result of the certified cost affidavit. Money will not be refunded if the final project cost is less than the amount listed above.

2. Method of Financing:

	Amount	Term
A. Tax-exempt bond financing:	\$ _____	_____ years
B. Taxable bond financing:	\$ _____	_____ years
C. Conventional Mortgage:	\$ _____	_____ 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:	\$ _____	_____ years
Total Project Costs	\$ _____	

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

0%

3. Project Financing:

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 N.A.

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 the Agency 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:

Part V – Project Benefits

1. **Mortgage Recording Tax Benefit:**

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

\$ N.A.

B. Estimated Mortgage Recording Tax Exemption (product of Mortgage Amount and .75%):

\$ _____

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):

\$ N.A.

B. Estimated State and local Sales and Use Tax exemption (product of 8.75% and figure above):

\$ _____

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

i. Owner: \$ _____

ii. User: \$ _____

3. **Real Property Tax Benefit:**

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

B. Agency PILOT Benefit:

i. Term of PILOT requested: to 2036

ii. Upon acceptance of this application, the Agency staff will create a PILOT schedule and attach such information to Exhibit A hereto. Applicant hereby requests such PILOT benefit as described on Exhibit A.

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

Part VI – Employment Data

1. List the Applicant's and each user's present employment and estimates of (i) employment at the proposed project location, not just new employment, 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 the second year following completion:

Present number of FTEs **: 0 _____
 Date _____ Average Annual Salary of Jobs to be Retained _____
 FTEs to be Created in First Year: _____ (fill in year)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
FTE													

FTEs to be Created in Second Year: _____ (fill in year)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
FTE													

Number of Residents of LMA:

Full-Time: _____

Part-Time: _____

Cumulative Total FTEs ** After Year 2 _____

Construction Jobs to be Created: _____

* The Labor Market Area includes the County/City/Town/Village in which the project is located as well as Nassau and Suffolk Counties.

** To calculate FTEs (Full-Time Equivalent Employees) please use the following example: if an organization considers 40 hours per week as full-time and there are four employees who work 10 hours each per week, the cumulative hours for those employees equal 1 FTE.

2. Salary and Fringe Benefits:

Category of Jobs to be Created	Average Salary	Average Fringe Benefits
Salary Wage Earners	N.A.	
Commission Wage Earners		
Hourly Wage Earners		
1099 and Contract Workers		

What is the annualized salary range of jobs to created? _____ to _____

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

Part VII – Representations, Certifications and Indemnification

See Attachment 4 for Explanation relevant to representations and certifications in Part VII, Part IX and Part X.

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 labor practices, hazardous wastes, environmental pollution, or other operating practices? (If yes, furnish details on a separate sheet)

Yes No

3. Is there a likelihood that the Applicant would proceed with this project without the Agency's assistance? (If no, please explain why; if yes, please explain why the Agency should grant the benefits requested)

Yes No

The terms of the transaction include the continuation of the PILOT

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?

Original signature and initials are required. Electronic signatures and initials are not permitted.

5. 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, where practicable, 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 JK

6. 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 in the Project as well as may lead to other possible enforcement actions.

Initial JK

7. 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 JK

8. 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 JK

9. 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. The IDA fees are based on the total project costs listed in this application. At the completion of the project, you are required to provide both a certificate of completion along with a cost affidavit certifying the final project costs. The IDA fees may be increased as a result of the certified cost affidavit. Monies will not be refunded if the final costs are below the amount listed in the application.

Initial JK

10. The Applicant confirms and hereby acknowledges it has received the Agency's Construction Wage Policy attached hereto as Schedule B and agrees to comply with the same.

Initial JK

11. 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 and Termination Policy, attached hereto as Schedule C.

Initial JK

12. The Applicant confirms and hereby acknowledges it has received the Agency's PILOT Policy attached hereto as Schedule D and agrees to comply with the same.

Initial JK

13. The Company hereby authorizes the Agency, without further notice or consent, to use the Company's name, logo and photographs related to the Facility in its advertising, marketing, and communications materials. Such materials may include web pages, print ads, direct mail and various types of brochures or marketing sheets, and various media formats other than those listed (including without limitation video or audio presentations through any media form). In these materials, the Agency also has the right to publicize its involvement in the Project.

Initial JK

14. The applicant confirms and hereby acknowledges it has received the Agency's Application and Resolution Expiration Policy available at brookhavenida.org/application and agrees to comply with same.

Initial JK

Part VIII – Submission of Materials

1. Financial statements for the last two fiscal years (unless included in the Applicant's annual report). Note, if the project company is a newly formed entity, then the applicant is required to submit financial statements for the parent company or sponsor entity.
See Attachment 5.
2. Applicant's annual reports (or 10-K's if publicly held) for the two most recent fiscal years.
See Attachment 5.
3. Quarterly reports (form 10-Q's) and current reports (form 8-K's) since the most recent annual report, if any.
See Attachment 5.
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 Environmental Assessment Form.
Included at end of this application.
6. Most recent quarterly filing of NYS Department of Labor Form 45, as well as the most recent fourth quarter filing. Please remove the employee Social Security numbers and note the full-time equivalency for part-time employees.
N.A.

(Remainder of Page Intentionally Left Blank)

Part IX – Special Representations

See Attachment 4 for Explanation relevant to representations and certifications in Part VII, Part IX and Part X

1. 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. The Applicant hereby indicates its compliance with Section 862(1) by signing the applicable statement below. **(Please sign only one of the following statements a or b. below)**

a. The completion of the entire project will not result in the removal of an industrial or manufacturing plant of the project occupant from one are of the stat 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.

Representative of the Applicant: _____

b. The completion of this entire project will 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 because 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.

Representative of the Applicant: _____

2. 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.

Representative of the Applicant: _____

3. 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.

Representative of the Applicant: _____

4. 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.

Representative of the Applicant: _____

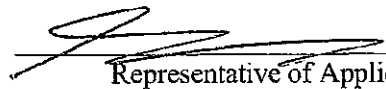
Part X – Certification

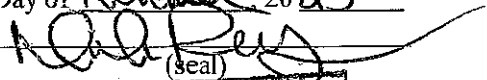
Sarah Rubenstein (Name of representative of entities submitting application) deposes and says that he or she is the Executive Vice President and Chief Financial Officer (title) of Clearway Energy Operating LLC, the entities named in the attached application; that he or she has read the foregoing application 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 entities 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 Brookhaven 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 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.

The Applicant hereby subscribes and affirms under the penalties of perjury that the information provided in this Application is true, accurate and complete to the best of his or her knowledge


Representative of Applicant

Sworn to me before this 13th
Day of November 20 25

(seal)

Deborah Reyes
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES August 5, 2029

Notice: If the entities named in this Application are unrelated and one individual cannot bind both entities, Parts VII, IX and X of this Application must be completed by an individual representative for each entity **

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 to this Exhibit.

Town of Brookhaven Industrial Development
Schedule of Fees

Application -	\$3,000 for projects with total costs under \$5 million \$4,000 for projects with total costs \$5 million and over (non-refundable)
Closing/Expansion Sale/Transfer/Increase of Mortgage Amount/ Issuance of Refunding Bonds -	¾ of one percent up to \$25 million total project cost and an additional 1/4 of one percent on any project costs in excess of \$25 million. Projects will incur a minimum charge of \$10,000 plus all fees incurred by the Agency including, but not limited to publication, legal, and risk monitoring.
Annual Administrative -	\$2,000 administrative fee plus \$500 per unrelated subtenant located in the project facility. This fee is due annually.
Termination -	Between \$1,000 and \$2,500
Refinance (excluding refunding bonds) -	1/4 of one percent of mortgage amount or \$5,000, whichever is greater.
Late PILOT Payment -	5% penalty, 1% interest compounded monthly, plus \$1,000 administrative fee.
PILOT extension -	a minimum of \$15,000
Processing Fee -	\$275 per hour with a minimum fee of \$275
Lease of Existing Buildings (partial or complete) -	Fee is based on contractual lease amount.

The Agency reserves the right to adjust these fees.

Updated: November 17, 2020

SCHEDULE B

CONSTRUCTION WAGE POLICY

EFFECTIVE January 1, 2005

The purpose of the Brookhaven IDA is to provide benefits that reduce costs and financial barriers to the creation and to the expansion of business and enhance the number of jobs in the Town.

The Agency has consistently sought to ensure that skilled and fair paying construction jobs be encouraged in projects funded by the issuance of IDA tax exempt bonds in large projects.

The following shall be the policy of the Town of Brookhaven IDA for application for financial assistance in the form of tax-exempt financing for projects with anticipated construction costs in excess of \$5,000,000.00 per site received after January 1, 2005. Non-profit corporations and affordable housing projects are exempt from the construction wage policy.

Any applicant required to adhere to this policy shall agree to:

- (1) Employ 90% of the workers for the project from within Nassau or Suffolk Counties. In the event that this condition cannot be met, the applicant shall submit to the Agency an explanation as to the reasons for its failure to comply and;
- (2) Be governed by the requirements of Section 220d of Article 8 of the Labor Law of the State of New York; and when requested by the Agency, provide to the Agency a plan for an apprenticeship program;

OR

- (3) Provide to the Agency a project labor agreement or alternative proposal to pay fair wages to workers at the construction site.

Furthermore, this policy may be waived, in the sole and final discretion of the Agency, in the event that the applicant demonstrates to the Agency special circumstances or economic hardship to justify a waiver to be in the best interests of the Town of Brookhaven.

Adopted: May 23, 2005

SCHEDULE C

RECAPTURE AND TERMINATION POLICY

EFFECTIVE JUNE 8, 2016

Pursuant to Sections 874(10) and (11) of Title 1 of Article 18-A of the New York State General Municipal Law (the “Act”), the Town of Brookhaven Industrial Development Agency (the “Agency”) is required to adopt policies (i) for the discontinuance or suspension of any financial assistance provided by the Agency to a project or the modification of any payment in lieu of tax agreement and (ii) for the return of all or part of the financial assistance provided by the Agency to a project. This Recapture and Termination Policy was adopted pursuant to a resolution enacted by the members of the Agency on June 8, 2016.

I. Termination or Suspension of Financial Assistance

The Agency, in its sole discretion and on a case-by-case basis, may determine (but shall not be required to do so) to terminate or suspend the Financial Assistance (defined below) provided to a project upon the occurrence of an Event of Default, as such term is defined and described in the Lease Agreement entered into by the Agency and a project applicant (the “Applicant”) or any other document entered into by such parties in connection with a project (the “Project Documents”). Such Events of Default may include, but shall not be limited to, the following:

- 1) Sale or closure of the Facility (as such term is defined in the Project Documents);
- 2) Failure by the Applicant to pay or cause to be paid amounts specified to be paid pursuant to the Project Documents on the dates specified therein;
- 3) Failure by the Applicant to create and/or maintain the FTEs as provided in the Project Documents;
- 4) A material violation of the terms and conditions of the Project Agreements; and
- 5) A material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements.

The decision of whether to terminate or suspend Financial Assistance and the timing of such termination or suspension of Financial Assistance shall be determined by the Agency, in its sole discretion, on a case-by-case basis, and shall be subject to the notice and cure periods provided for in the Project Documents.

For the purposes of this policy, the term “Financial Assistance” 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 Project Agreements including, but not limited to:

- (i) any exemption from any applicable mortgage recording tax with respect to the Facility on mortgages granted by the Agency on the Facility at the request of the Applicant;

- (ii) sales tax exemption savings realized by or for the benefit of the Applicant, including and savings realized by any agent of the Applicant pursuant to the Project Agreements in connection with the Facility; and
- (iii) real property tax abatements granted under the Project Agreements.

II. Recapture of Financial Assistance

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

- 1) Sale or closure of the Facility (as such term is defined in the Project Documents);
- 2) Failure by the Applicant to pay or cause to be paid amounts specified to be paid pursuant to the Project Documents on the dates specified therein;
- 3) Failure by the Applicant to create and/or maintain the FTEs as provided in the Project Documents;
- 4) A material violation of the terms and conditions of the Project Agreements; and
- 5) A material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements.

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

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

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

III. Modification of Payment In Lieu of Tax Agreement

In the case of any Event of Default or Recapture Event, in lieu of terminating, suspending, or recapturing the Financial Assistance, the Agency may, in its sole discretion, adjust the payments in lieu of taxes due under the Project Agreements, so that the payments in lieu of taxes payable under the Project Agreements are adjusted upward retroactively and/or prospectively for each tax year until such time as the Applicant has complied with the provisions of the Project Agreements. The amount of such adjustments shall be determined by the provisions of the Project Documents.

SCHEDULE D

Agency Payment in Lieu of Taxes (PILOT) Policy

An annual fee of \$2,000 (plus \$500 per subtenant) will be due to the Agency in addition to the PILOT payment to cover ongoing costs incurred by the Agency on behalf of the project.

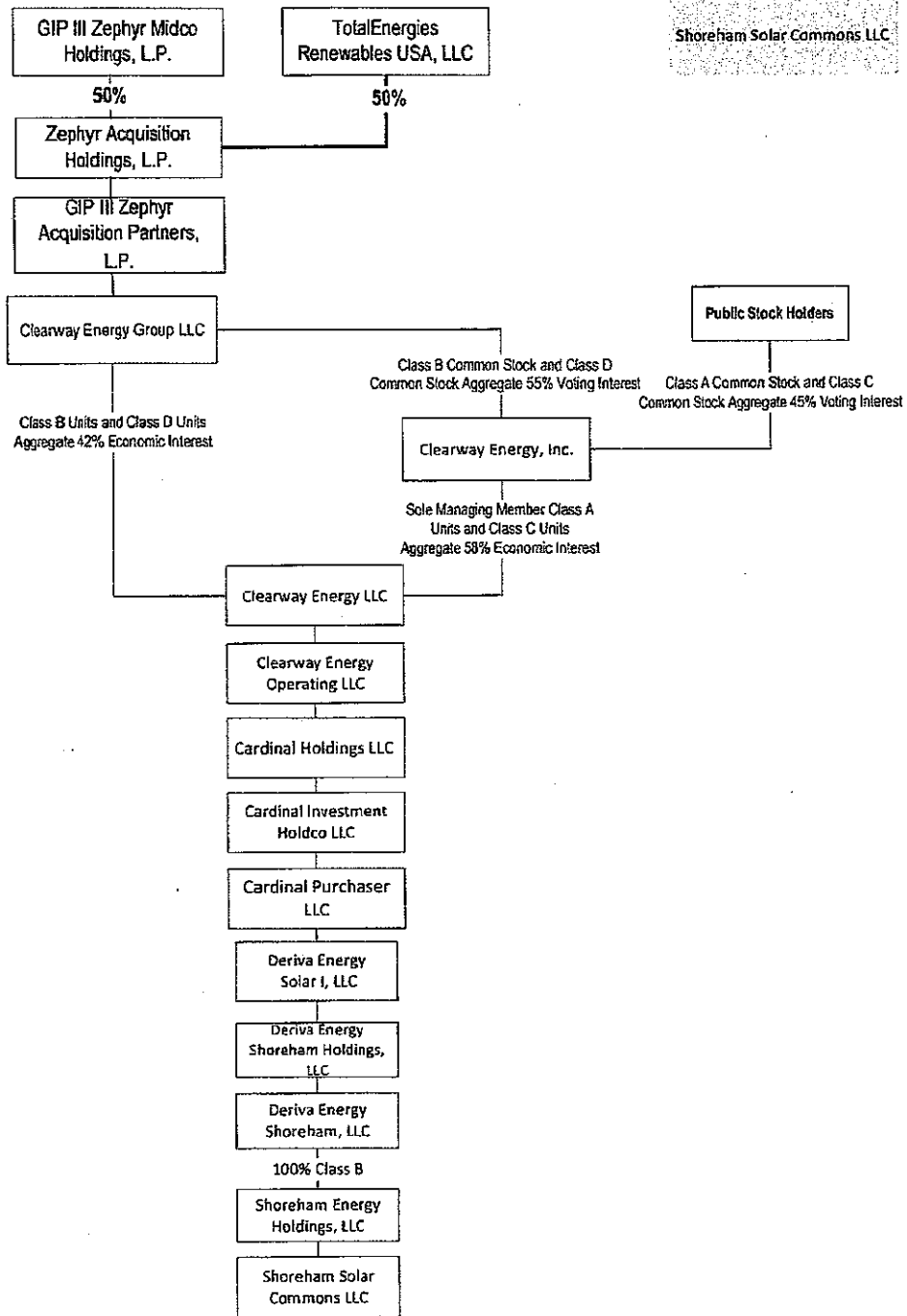
1. The Town of Brookhaven Industrial Development Agency (IDA) may grant or be utilized to obtain a partial or full real property tax abatement for a determined period. To be eligible for this abatement there would be a requirement of new construction, or renovation, and a transfer of title of the real property to the Town of Brookhaven IDA.
2. The Chief Executive Officer (CEO) or their designee shall consult with the Town Assessor to ascertain the amounts due pursuant to each PILOT Agreement. Thereafter, the PILOT payment for each project shall be billed to the current lessees. The lessees can pay the PILOT payment in full by January 31st of each year, or in two equal payments due January 31st and May 31st of each year of the PILOT Agreement. The CEO or their designee shall send all PILOT invoices to the lessees on a timely basis.
3. The Town of Brookhaven IDA shall establish a separate, interest-bearing bank account for receipt and deposit of all PILOT payments. The CEO or their designee shall be responsible for depositing and maintaining said funds with input from the Chief Financial Officer (CFO).
4. The CEO or their designee shall remit PILOT payments and penalties if any, to the respective taxing authorities in the proportionate amounts due to said authorities. These remittances shall be made within thirty (30) days of receipt of the payments to the Agency.
5. Payments in lieu of taxes which are delinquent under the agreement shall be subject to a late payment penalty of five percent (5%) of the amount due. For each month, or part thereof, that the payment in lieu of taxes is delinquent beyond the first month, interest shall on the total amount due plus a late payment penalty in the amount of one percent (1%) per month until the payment is made.
6. If a PILOT payment is not received by **January 31st** of any year or **May 31st** of the second half of the year the lessee shall be in default pursuant to the PILOT Agreement. The Agency may give the lessee notice of said default. If the payment is not received within thirty (30) days of when due, the CEO shall notify the Board, and thereafter take action as directed by the Board.
7. The CEO shall maintain records of the PILOT accounts at the Agency office.
8. Nothing herein shall be interpreted to require the Agency to collect or disburse PILOT payments for any projects which are not Agency projects.

9. Should the Applicant fail to reach employment levels as outlined in their application to the Agency, the Board reserves the right to reduce or suspend the PILOT Agreement, declare a default under the Lease or the Installment Sale Agreement, and/or convey the title back to the Applicant.
10. This policy has been adopted by the IDA Board upon recommendation of the Governance Committee and may only be amended in the same manner.

**Form Application for Financial Assistance
Town of Brookhaven Industrial Development Agency**

Attachments for Shoreham Solar Commons LLC Application

Attachment 1



Attachment 2

The Applicant – Shoreham Solar Commons LLC – does not and will not, after the close of the applicable Transaction for which consent is being sought, own any other facilities or related companies within New York. Clearway Energy Operating LLC (“Clearway Operating”) and its affiliates, on the other hand, own approximately 17.5 MW of operating energy project assets in New York. Clearway has no plans for the acquisition of this Project to affect the status of such projects, or for such projects to affect this Project. If needed, Clearway would be happy to provide additional detail about such other operating assets in New York.

Attachment 3

Reserved.

Attachment 4

Please note that the certifications, representations and indemnifications provided in Part VIII, Part IX, and Part X of the application are being filled out and represented and certified by Clearway Operating, which, for the sake of clarity, is not the "Applicant" as it is used in Part I and elsewhere in the application, and as of the date of this application, does not yet own any interest in Shoreham Solar Commons LLC.

The purpose of submitting this application with the Town of Brookhaven is to obtain Town consent for the indirect change of control over Applicant and the Shoreham Project from Deriva to Clearway Operating, which is the entity that will be replacing the existing guarantee currently issued by Duke Energy Corporation in favor of the Town of Brookhaven Industrial Development Agency, dated March 1, 2018.

Therefore, it is Clearway Operating, and not Shoreham Solar Commons LLC, that is certifying to the applicable representations, certification and indemnifications set forth in Part VII, Part IX and Part X, where applicable, as to itself only, and as such, the "Applicant" in Part VIII, Part IX and Part X shall mean Clearway Operating and not Shoreham Solar Commons LLC.