

Town of Brookhaven

**Industrial Development Agency**

Meeting Agenda

**Wednesday, December 3, 2025 at 3:05 PM**

1. Roll Call
2. CFO's Report
  - a. Budget vs. Actual Report – October 31, 2025
3. Application
  - a. Topgolf Callaway Brands Corp. and LGP TG Aggregator, LLC (Topgolf USA Holtsville, LLC)
  - b. Four L Realty – Astor Pharmaceuticals, LLC – Subtenant Application
4. Resolution
  - a. 17 Old Dock LLC / Integrated Structures  
Topgolf Callaway Brands Corp. and LGP TG Aggregator, LLC (Topgolf USA Holtsville, LLC)  
Four L Realty – Astor Pharmaceuticals, LLC - Subtenant
5. CEO's Report
  - a. KCE NY 31, LLC Request
  - b. 2026 Meeting Dates  
Spec Warehouse Moratorium
6. Executive Session

*The next IDA meeting is scheduled for Wednesday, January 7, 2026.*

J. TIMOTHY SHEA, JR.  
PARTNER  
tshea@certilmanbalin.com

November 25, 2025

**Via Email and Hand Delivery:**

Town of Brookhaven Director of Economic Development  
Attn: Ms. Lisa Mulligan, CEO  
One Independence Hill  
Farmingville, New York 11738

**Re.: Town of Brookhaven Industrial Development Agency with Topgolf USA  
Holtsville, LLC  
SCTM Nos.: 0200-728-5-9 & 0200-729-1-16  
Our File No.: 14509.0001**

Dear Ms. Mulligan:

As advised in our January 3, 2025 letter to yourself, Topgolf Callaway Brands Corp. ("TCBC") planned to separate Topgolf from its business which would result in two separate companies. This morning, TCBC announced it had signed a definitive agreement to sell a sixty (60%) percent stake in Topgolf to a new entity managed by the private equity fund Leonard Green & Partners, L.P., with such closing to occur in the first quarter of 2026.

Based upon the change of ownership structure, we are asking the IDA Board to consent to the continuation of the PILOT under the new ownership identified as: (i) Topgolf Callaway Brands Corp. as a forty (40%) percent owner in Topgolf and (ii) LGP TG Aggregator, LLC, a Delaware LLC (with the ultimate parent company of such entity being Leonard Greene and Partners, L.P.) as a sixty (60%) percent owner in Topgolf.

It is important to note that despite the change in the parent company of Topgolf, the four lower tiers of the organizational chart remain substantially the same as evidenced by the attached modified organizational chart which puts Topgolf Callaway Brands Corp. and LGP TG Aggregator, LLC at the top; followed by TG Topco, LLC, TG Midco, LLC, Topgolf International, LLC (*Note, this entity is being converted from a Delaware corporation to a Delaware limited liability company for tax considerations*), Top Golf USA, LLC (*Note, this entity is being converted from a Delaware corporation to a Delaware limited liability company for tax considerations*), TG Holdings 1, LLC (F/K/A TG USA REIT, Inc.) and Topgolf USA Holtsville, LLC, the bottom four tiers of which were in the original organizational chart at the time of the closing of the benefit package. There is no direct change of control of the tenant entity operating the Topgolf project. In

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Town of Brookhaven Director of Economic Development  
Attn: Ms. Lisa Mulligan, CEO  
November 25, 2025  
Page 2

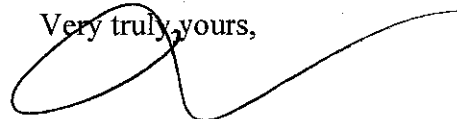
addition, Topgolf USA Holtsville, LLC has continued to live up to all of its commitments in regard to the PILOT agreement and other conditions of the grant, including but not limited to job creation, filing of appropriate certificates of compliance and the timely remittance of payments in lieu of taxes as required under the PILOT agreement.

We kindly request that this application be brought before the Board at its next scheduled meeting (e.g. December 3, 2025) in order to effectuate the change in ownership entity prior to closing on the same.

Should you have any questions, please feel free to call.

As always, your courtesies are appreciated.

Very truly yours,



J. Timothy Shea, Jr.

JTS/err

cc: Howard R. Gross, Esq.



## **TOPGOLF CALLAWAY BRANDS ANNOUNCES AN AGREEMENT TO SELL A MAJORITY STAKE IN ITS TOPGOLF BUSINESS TO LEONARD GREEN & PARTNERS**

**Leonard Green to acquire a 60% interest in Topgolf with Topgolf Callaway Brands retaining a 40% stake**

**Topgolf Callaway Brands to receive ~\$770 million in net proceeds**

CARLSBAD, Calif., Nov. 18, 2025 /PRNewswire/ -- Topgolf Callaway Brands Corp. (the "Company" or "Topgolf Callaway Brands," "we," "our," "us") (NYSE: MODG) today announced that it has signed a definitive agreement to sell a 60% stake in its Topgolf and Toptracer business ("Topgolf") to private equity funds managed by Leonard Green & Partners, L.P. ("LGP"). The transaction values Topgolf at approximately \$1.1 billion. In connection with this sale and its related financing transactions, Topgolf Callaway Brands expects to receive approximately \$770 million in net proceeds (subject to purchase price adjustments).

"As we considered various alternatives to separate Topgolf, including a potential spin-off transaction, we received interest from a number of parties," commented Chip Brewer, President and Chief Executive Officer of Topgolf Callaway Brands. "After a robust process and a thorough evaluation of a range of alternatives, we believe this sale is the best outcome for our shareholders, as well as our employees and other stakeholders. This transaction is highly attractive in that it provides the Company with both significant proceeds and substantial upside in the continued growth of Topgolf."

"LGP is a leading private equity firm with a track record of success in investing in high-growth consumer companies and is an ideal partner for Topgolf in its next chapter," added Mr. Brewer. "I am proud of the Topgolf team and all the hard work that has gone into driving the business forward over the last five years. Today's announcement reflects the strength of the Topgolf business and its bright future, a future we continue to believe in and want to be part of. We look forward to partnering with LGP to further accelerate Topgolf's growth and financial success."

Mr. Brewer continued, "Importantly, this transaction supports our strategy of focusing on our leading Golf Equipment & Active Lifestyle platform. Post-transaction, our ongoing brand portfolio will consist of: Callaway, Odyssey, TravisMathew and Ogio. These businesses generated approximately \$2 billion in revenue over the last twelve months through Q3 2025. Furthermore, after the closing of this transaction, the ongoing business will be well-capitalized, enabling us to continue to reinvest in our businesses, pay down debt and deliver a meaningful return of capital to shareholders via stock repurchases or other means. We will work with our board of directors to determine the specifics of this capital allocation strategy, as well as the optimal capital structure for our ongoing business."

Topgolf Callaway Brands expects the transaction, which was unanimously approved by its Board of Directors, to close in the first quarter of 2026. The transaction is subject to certain regulatory approvals and customary closing conditions, including the expiration or termination of applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act. The transaction is not subject to any financing conditions. LGP has obtained debt and equity commitments for the transaction.

Upon the closing of this transaction, the Company plans to change its name to Callaway Golf Company and update its ticker symbol to CALY. The Company's common stock will continue to trade on the New York Stock Exchange.

The Company's financial advisors are Goldman Sachs & Co. LLC and Centerview Partners with Latham & Watkins LLP serving as legal counsel.

Moelis & Company LLC is acting as financial advisor to LGP, with Ropes & Gray LLP serving as corporate legal counsel and Sidley Austin LLP serving as financing counsel.

### **ADDITIONAL INFORMATION AND DISCLOSURES**

## Conference Call and Webcast

The Company will be holding a conference call at 5:30 a.m. Pacific time today, November 18, 2025, to discuss today's announced agreement to sell a majority stake in the Topgolf business to Leonard Green & Partners. The call will be webcast live on our [investor relations website](#). A link to our webcast can also be found [here](#). A replay of the conference call will be available approximately two hours after the call ends. The replay may be accessed through the Investor Relations section of the Company's website at <https://www.topgolfcallawaybrands.com>.

## Forward-Looking Statements

Statements used in this press release that relate to future plans, events, financial results, performance, prospects, or growth opportunities, including statements relating to the proposed sale of a majority stake in the Topgolf business, the timing and expected proceeds thereof, the satisfaction of closing conditions, capacity for additional growth of the Company's Topgolf investment, the Company's balance sheet, liquidity and leverage levels after completing the sale, the Company's plans to reinvest in its business, pay down debt and deliver a meaningful return of capital to shareholders following the closing, the Company's plans to change its name and ticker symbol, and statements of belief and any statement of assumptions underlying any of the foregoing, are forward-looking statements as defined under the Private Securities Litigation Reform Act of 1995. The words "believe," "expect," "estimate," "could," "would," "should," "intend," "may," "plan," "seek," "anticipate," "project" and similar expressions, among others, generally identify forward-looking statements, which speak only as of the date the statements were made and are not guarantees of future performance. These statements are based upon current information and expectations. Accurately estimating the forward-looking statements is based upon various risks and unknowns, including the risk that the Topgolf transaction may not close on the terms or timing described herein, or at all; the potential to realize the expected benefits of the transaction on the expected timeframes or at all; and LGP's and the Company's ability to satisfy the closing conditions on a timely basis, or at all. Actual results may differ materially from those estimated or anticipated as a result of these risks and unknowns or other risks and uncertainties. For additional information concerning these and other risks and uncertainties that could affect these statements and the Company's business, see the Company's Annual Report on Form 10-K for the year ended December 31, 2024 as well as other risks and uncertainties detailed from time to time in the Company's reports on Forms 10-K, 10-Q and 8-K subsequently filed with the Securities and Exchange Commission. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The Company undertakes no obligation to republish revised forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

## About Topgolf Callaway Brands

Topgolf Callaway Brands Corp. (NYSE: MODG) is an unrivaled tech-enabled Modern Golf and active lifestyle company delivering leading golf equipment, apparel, and entertainment, with a portfolio of global brands including Topgolf, Callaway Golf, TravisMathew, Toptracer, Odyssey, and OGIO. "Modern Golf" is the dynamic and inclusive ecosystem that includes both on-course and off-course golf. For more information, please visit <https://www.topgolfcallawaybrands.com/>.

## About Leonard Green & Partners

Leonard Green & Partners, L.P. ("LGP") is a leading private equity investment firm founded in 1989 and based in Los Angeles with over \$75 billion of assets under management. The firm partners with experienced management teams and often with founders to invest in market-leading companies. Since inception, LGP has completed over 150 investments in the form of traditional buyouts, going-private transactions, recapitalizations, growth equity, selective public equity and debt positions. The firm primarily focuses on companies providing services, including consumer, healthcare and business services, as well as distribution and industrials. For more information, please visit [www.leonardgreen.com](http://www.leonardgreen.com).

## Investor Contact

Katina Metzidakis  
[invrelations@tcbrands.com](mailto:invrelations@tcbrands.com)

# TOPGOLF CALLAWAY

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BRANDS

 View original content to download multimedia: <https://www.prnewswire.com/news-releases/topgolf-callaway-brands-announces-an-agreement-to-sell-a-majority-stake-in-its-topgolf-business-to-leonard-green--partners-302617929.html>

SOURCE Topgolf Callaway Brands Corp.

## Certification

Kris Galashan (the "Deponent") deposes and says that he is the Senior Vice President of LGP TG Aggregator, LLC (the "Buyer") who has submitted an application on behalf of Topgolf USA Holtsville, LLC (the "Applicant"). Applicant is the lessee and operator of that certain Topgolf project (the "Project"), and the Applicant to that certain application initially submitted to the Town of Brookhaven Industrial Development Agency (the "Agency") dated July 16, 2019, as amended and supplemented by, inter alia, that certain amended application submitted November 25, 2025, this Certification, and Organizational Charts (collectively, as amended and supplemented, the "Application"), requesting the Agency's consent to the indirect sale of 60% of the equity interests in and control of the Applicant by Buyer to occur during the first quarter of 2026 (the "Conveyance"). A copy of the Application is attached hereto as Exhibit A.

Deponent further says that he has read the Application, knows the contents thereof and that the same is true to the best of his knowledge.

Deponent further says that he is duly authorized to make this Certification on behalf of the Buyer and to bind Buyer. The grounds of the Deponent's belief relative to all matters in the Application which are not stated upon his personal knowledge are investigations which he has caused to be made concerning the subject matter of the Application, as well as information acquired by the Deponent in the course of his duties.


Deponent further says that Buyer's good faith estimate of the value of the Project as of November 17, 2025 which is the date the purchase and sale agreement pursuant to which the Conveyance will occur (the "Transaction PSA"), was signed, is in excess of \$5,000,000. This valuation was based upon confidential information supplied by Applicant and Topgolf Callaway Brands Corp., the indirect parent of the Applicant, and Buyer's understanding of the Project's operating characteristics and contractual obligations. The Transaction PSA does not assign a value to the Project.

Deponent further says that the organizational chart attached to the Application will accurately depict the ownership of the Applicant through a series of entities after the Conveyance has occurred. The Applicant will continue to be directly owned and controlled by TG Holdings I, LLC, which is a wholly owned subsidiary to Top Golf USA, LLC, which is a wholly owned subsidiary of Topgolf International, LLC, which will be owned by Topgolf Callaway Brands Corp. (40%) and LGP TG Aggregator, LLC (60%) after completion of the Conveyance. The Buyer is directly owned and controlled by Leonard Green & Partners, L.P., and Topgolf Callaway Brands Corp. is a public company trading on the New York Stock Exchange.

As representative of Buyer, Deponent acknowledges and agrees that the Applicant shall be and is responsible for all costs and reasonable legal fees incurred by the Agency in connection with the Application, the attendant negotiations and all matters relating to the provision of consent to the

conveyance to which this Application relates, whether or not ever carried to successful conclusion; that 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, then upon presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, upon demand, the Agency's costs and expenses incurred with respect to the Application, including fees and expenses of transaction counsel and 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 Application, the fees and expenses of transaction counsel and general counsel for the Agency, and all other appropriate fees, which amounts are payable upon demand.



By: 

Name: Kris Galashan

Title: Senior Vice President

Date: November 24, 2025

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Notary Public

*see  
attached*

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

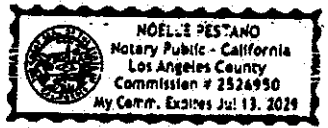
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles }

On November 24, 2025 before me, Noelle Pestano, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Kuis Galashan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Noelle Pestano  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

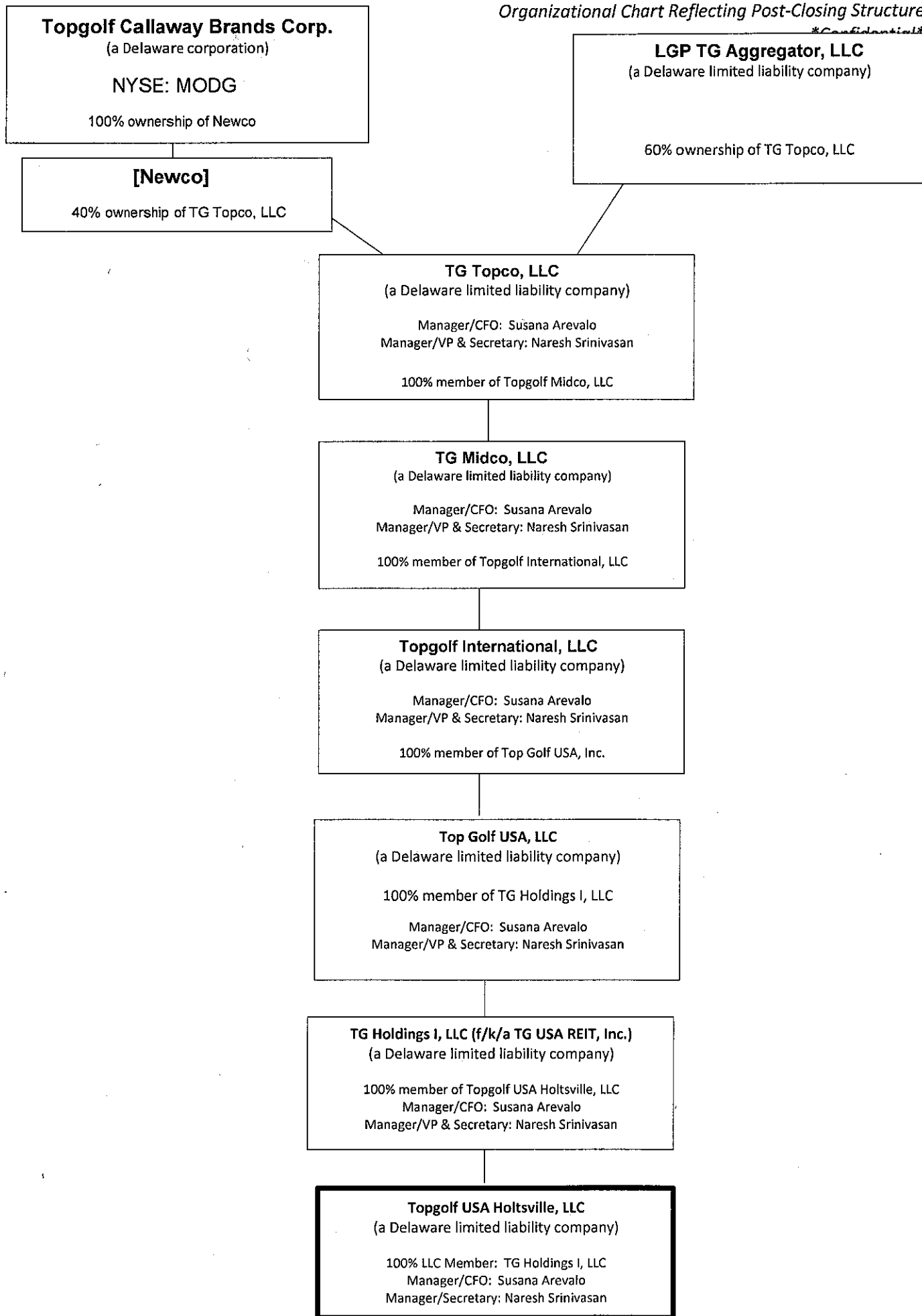
Signer is Representing: \_\_\_\_\_

Exhibit A  
Application

*[Attached hereto]*

Organizational Chart Reflecting Post-Closing Structure

*\*Confidential\**



**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.

**INDEX**

<b>PART I</b>	<b>OWNER AND USER DATA</b>
<b>PART II</b>	<b>OPERATION AT CURRENT LOCATION</b>
<b>PART III</b>	<b>PROJECT DATA</b>
<b>PART IV</b>	<b>PROJECT COSTS AND FINANCING</b>
<b>PART V</b>	<b>PROJECT BENEFITS</b>
<b>PART VI</b>	<b>EMPLOYMENT DATA</b>
<b>PART VII</b>	<b>REPRESENTATIONS, CERTIFICATIONS AND INDEMNIFICATION</b>
<b>PART VIII</b>	<b>SUBMISSION OF MATERIALS</b>
EXHIBIT A	Proposed PILOT Schedule
SCHEDULE A	Agency's Fee Schedule
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
<b>Francis A. Lee</b>	<b>100%</b>
_____	_____
_____	_____
_____	_____

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
<b>Francis A. Lee</b>	<b>100%</b>
_____	_____
_____	_____
_____	_____

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.**

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- 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.**

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

**See 1G above.**

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- 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.**

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- L. List major bank references of the User:

**See 1K above.**

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**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.**

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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

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- 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.

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- 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.

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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

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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

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**Part IV – Project Costs and Financing**

1. Project Costs:

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

<u>Description</u>	<u>Amount</u>
Land and/or building acquisition	\$ <u>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)	\$ _____
<b>Total</b>	<b>\$ <u>8,375,000.00</u></b>

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

**Cumulative Total FTEs \*\* After Year 2**      73

Part-Time: \_\_\_\_\_

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.**

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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.

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

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**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](http://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.

*(Remainder of Page Intentionally Left Blank)*

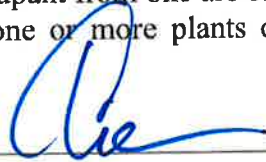


**Part IX – Special Representations**

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 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: \_\_\_\_\_

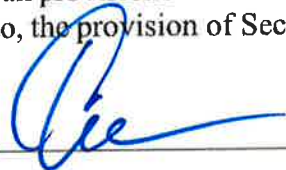


b. The completion of this entire project will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state because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

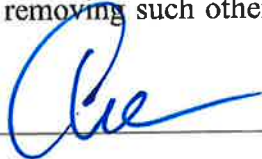
2. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New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

Representative of the Applicant: \_\_\_\_\_



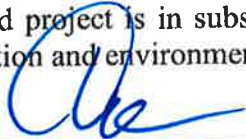
3. In accordance with Section 862(1) of the New York General Municipal Law the Applicant understands and agrees that projects which result in the removal of an industrial or manufacturing plant of the project occupant from one area of the State to another area of the State or in the abandonment of one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



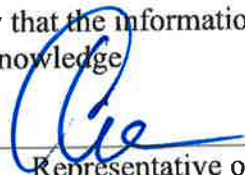
**Part X – Certification**

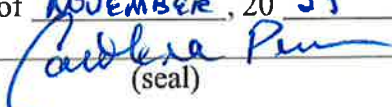
Francis A. Lee \_\_\_\_\_ (Name of representative of entities submitting application) deposes and says that he or she is the Sole-Member \_\_\_\_\_ (title) of 17 Old Dock LLC \_\_\_\_\_, the entities named in the attached application; that he or she has read the foregoing application and knows the contents 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 information acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the Town of 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 31<sup>st</sup> of each year, or in two equal payments due January 31<sup>st</sup> and May 31<sup>st</sup> 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 31<sup>st</sup>** of any year or **May 31<sup>st</sup>** 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.

# Town of Brookhaven Industrial Development Agency

## MRB Cost Benefit Calculator

Date: 11.24.25  
 Project Title: 17 Old Dock LLC / Integrated Structure Corp.  
 Project Location: 17 Old Dock Rd Yaphank, NY



Cost-Benefit Analysis Tool powered by MRB Group

## Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

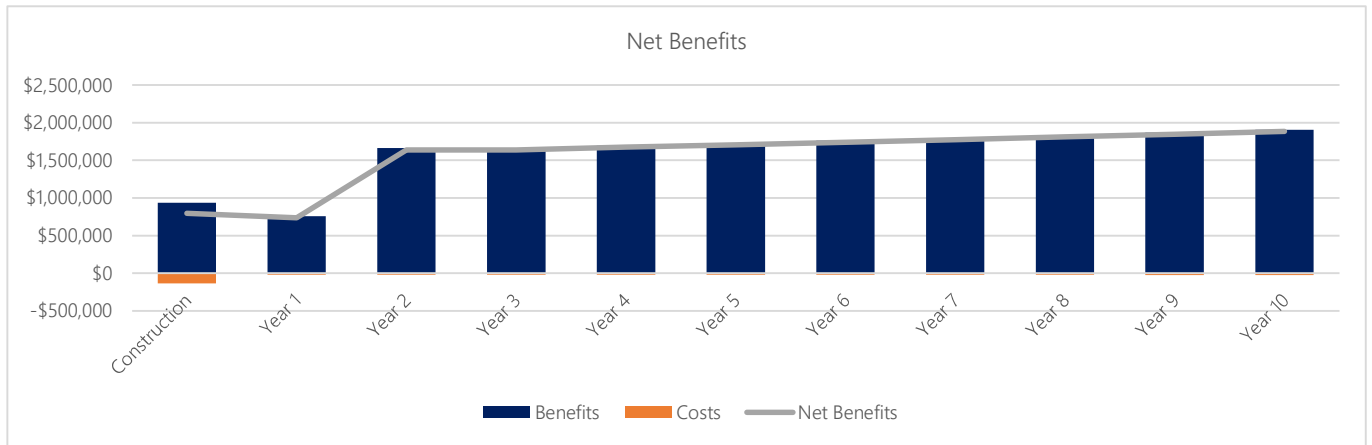
### Construction Project Costs

\$8,375,000

	Temporary (Construction)		
	Direct	Indirect	Total
Jobs	7	4	11
Earnings	\$562,538	\$320,203	\$882,742
Local Spend	\$1,470,000	\$1,068,144	\$2,538,144

	Ongoing (Operations)		
	Direct	Indirect	Total
Jobs	11	13	24
Earnings	\$8,833,013	\$6,887,847	\$15,720,860

Figure 1



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

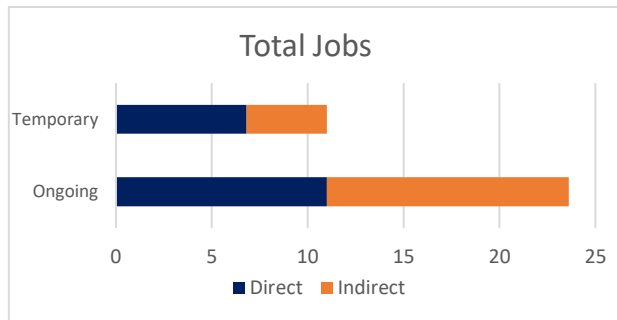
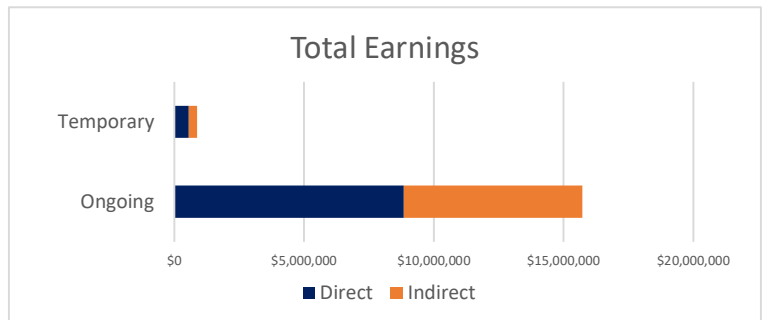


Figure 3



# Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

## Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$221,743	\$198,539
Sales Tax Exemption	\$87,500	\$87,500
Local Sales Tax Exemption	\$47,500	\$47,500
State Sales Tax Exemption	\$40,000	\$40,000
Mortgage Recording Tax Exemption	\$50,250	\$50,250
Local Mortgage Recording Tax Exemption	\$16,750	\$16,750
State Mortgage Recording Tax Exemption	\$33,500	\$33,500
<b>Total Costs</b>	<b>\$359,493</b>	<b>\$336,289</b>

## State and Local Benefits

	Nominal Value	Discounted Value*
<b>Local Benefits</b>	<b>\$16,519,876</b>	<b>\$14,818,349</b>
To Private Individuals	\$16,603,601	\$14,893,089
Temporary Payroll	\$882,742	\$882,742
Ongoing Payroll	\$15,720,860	\$14,010,348
Other Payments to Private Individuals	\$0	\$0
To the Public	(\$83,725)	(\$74,740)
Increase in Property Tax Revenue	(\$221,743)	(\$198,539)
Temporary Jobs - Sales Tax Revenue	\$7,338	\$7,338
Ongoing Jobs - Sales Tax Revenue	\$130,680	\$116,461
Other Local Municipal Revenue	\$0	\$0
<b>State Benefits</b>	<b>\$863,387</b>	<b>\$774,441</b>
To the Public	\$863,387	\$774,441
Temporary Income Tax Revenue	\$39,723	\$39,723
Ongoing Income Tax Revenue	\$707,439	\$630,466
Temporary Jobs - Sales Tax Revenue	\$6,179	\$6,179
Ongoing Jobs - Sales Tax Revenue	\$110,046	\$98,072
<b>Total Benefits to State &amp; Region</b>	<b>\$17,383,263</b>	<b>\$15,592,789</b>

## Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$14,818,349	\$262,789	56:1
State	\$774,441	\$73,500	11:1
<b>Grand Total</b>	<b>\$15,592,789</b>	<b>\$336,289</b>	<b>46:1</b>

\*Discounted at the public sector discount rate of: 2%

### Additional Comments from IDA

17 Old Dock, LLC plans to purchase an existing 19,000 square foot building at 17 Old Dock Road in Yaphank. Integrated Structures, a manufacturer of fabricated structural steel parts, plans to expand their operations to 17 Old Dock Road. Integrated Structures already owns 4 Pinehurst Drive, Bellport and will continue to operate at the 4 Pinehurst facility. As per the Brookhaven IDA Uniform Project Evaluation Criteria Policy, the criteria met for this project include, but are not limited to, jobs created and retained and capital investment by the applicant.

Does the IDA believe that the project can be accomplished in a timely fashion? Yes  
 Does this project provide onsite childcare facilities? No

<u>Year</u>	<u>DRAFT PILOT</u>	
	<u>Integrated</u>	
	<u>Structures</u>	
	<u>17 Old Dock</u>	
1	\$	20,251
2	\$	20,656
3	\$	21,069
4	\$	21,491
5	\$	21,921
6	\$	22,359
7	\$	22,806
8	\$	23,262
9	\$	23,728
10	\$	24,202

Proposed PILOT benefits are for discussion purposes only and have not been approved by the Agency Board.

November 20, 2025

THE OMNI  
333 EARLE OVINGTON BLVD, SUITE 901  
UNIONDALE, NEW YORK 11553  
516.880.8484

**JOHN J. ANZALONE**  
MEMBER  
DIRECT: 516.880.8108  
FAX: 516.880.8483  
JANZALONE@HARRISBEACHMURTHA.COM

**VIA ELECTRONIC MAIL**

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

Re: Request for an Extension of Time to Close on Key Capture Energy, LLC / KCE  
NY 31, LLC – Shoreham LIPA Facility - No # North Country Road, Shoreham,  
NY

Dear Ms. Mulligan:

We are writing to request an extension of time to close the above noted transaction with the Agency for the reasons noted herein. As you may know, this firm represents KCE NY 31 LLC (the “Company”) in connection with the request for financial assistance from the Town of Brookhaven Industrial Development Agency (“Agency”) for the Company’s development of a new battery energy storage system facility (the “Project”) at the former Shoreham Nuclear Power Site owned by the Long Island Power Authority (“LIPA”). As noted in the Lead Agency Letter transmitted to the Agency on October 29, 2024, LIPA has previously acknowledged that the Company would enter into an agreement with the Agency and, for that reason, included the Agency as an involved agency during the coordinated SEQRA review for the Project.

The Company received an approving resolution on February 5, 2025 from the Agency for financial assistance for the Project, which approving resolution is effective for 180 days from its adoption (i.e., August 4, 2025), all in accordance with the Agency’s policy regarding applications and timeframes regarding acceptance, inducement and inducement/authorization resolutions adopted August 16, 2023 (the “Resolution Policy”). At the Agency’s July 16, 2025 meeting, the time to close was extended to September 18, 2025. The time to close was further extended at the Agency’s September 18, 2025 meeting through the end of 2025.

After the approving resolution was passed, on March 17, 2025, the Company forwarded the draft Agency transaction documents (the “Transaction Documents”) to LIPA, as the land owner, for its review and approval for the Company to execute. On April 2, 2025, LIPA acknowledged receipt of the Transaction Documents. On April 8, 2025, LIPA advised that it had retained outside counsel to review the Transaction Documents. On July 31, 2025, Farrell Fritz confirmed that it had completed their review of the Transaction Documents with LIPA and provided their comments. After review by the Company, all comments were provided to Nixon Peabody on August 5, 2025. On August 18, 2025, Nixon Peabody provided its response to our office and Farrell Fritz.

November 20, 2025

Page 2

On June 5, 2025, the last day before the Statute of Limitations to challenge the Agency's approval expired, the Shoreham-Wading River Central School District commenced an Article 78 proceeding to challenge this Agency's February 5, 2025 decision. A motion to dismiss the Article 78 proceeding was filed on July 3, 2025 and has been fully briefed. Further, the Supreme Court, Suffolk County heard an oral argument on the motion on October 8, 2025. All submissions requested by the Court at the oral argument were filed on October 16, 2025 and remain pending before the Court.

Based on discussions with counsel to LIPA, it is our understanding that LIPA, as the owner of the subject land, will not consent to the closing of the transaction until the Article 78 proceeding challenging the Agency's approval is decided by the Supreme Court, Suffolk County.

The Company has accepted the form of documents provided by Nixon, which remain subject to comments to LIPA. As to the closing due diligence items, by email dated February 21, 2025, Emma Feary, then paralegal for Nixon Peabody, confirmed that the Company had provided all due diligence items except for the title report, certificates of insurance and comments to the Transaction Documents. The title report was, thereafter, provided to Nixon Peabody on June 2, 2025, and certificates of insurance will be provided once the closing is scheduled.

Once LIPA provides its comments (if any) to the revised documents circulated by Nixon Peabody, the Company will share the same with Nixon Peabody for its review and discussion. Given the ongoing LIPA review and comment, and contingency of its consent, the Company is requesting an extension to close until the end of February 2026, all in accordance with the Fifth "Resolved" Paragraph of the Resolution Policy.

Thank you for your cooperation and consideration. Please feel free to contact me if you would like to discuss this matter or require further information.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Anzalone", written in a cursive style.

John J. Anzalone

**Town of Brookhaven**

Industrial Development Agency

**2026 Meeting Schedule**

January 7

February 4

March 11

April 15

May 13

June 17

July 15

August 19

September 23

October 21

November 18

December 2

# Panel: Zoning rules restricting housing

Worry of growing crisis in Suffolk as prices surge

BY CARL MACGOWAN  
carl.macgowan@newsday.com

Suffolk County will face a worsening housing crisis unless it can eliminate barriers such as overly restrictive zoning and high costs that slow development and push up prices for houses and rental apartments, affordable housing advocates and builders said on Friday.

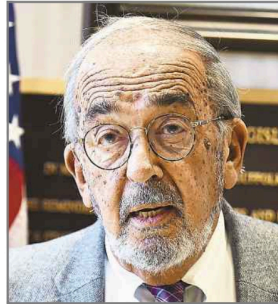
About a dozen speakers at a hearing convened by the county's Welfare to Work Commission said efforts to bring down housing costs had been routinely stymied by bureaucratic hurdles and poor infrastructure, as well as community opposition that tied up housing proposals for years, leaving homeownership out of reach for many middle-class Suffolk residents.

"Suffolk County is facing one of the most severe housing crises in its history," Pilar Moya-Mancera, executive director of the Greenlawn nonprofit Housing Help, said at a news conference before the hearing in the county office complex in Hauppauge. "We cannot wait 10 more years for housing solutions."

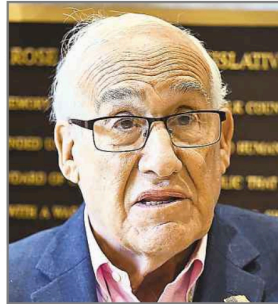
The Welfare to Work Commission, an advisory board for the Suffolk County Legislature, called the hearing as it prepares a report looking at systemic impediments to developing affordable housing.

Commission chairman Richard Koubek said before the hearing the average Suffolk resident must make about \$218,000 to afford a typical single-family home, or \$90,000 to pay \$2,000 monthly rent.

But many residents make far less, he said, citing licensed practical nurses who earn an average \$57,670 annually and supermarket cashiers who make



Welfare to Work Commission chairman Richard Koubek



Patchogue Village Mayor Paul V. Pontieri Jr. on Friday.

\$39,520 a year.

"This has been a struggle for Long Islanders for years and years," Koubek said.

Some speakers warned of rising homelessness.

The homeless population in Suffolk and Nassau counties grew 13% to 4,500 from January 2024 to January 2025, Greta Guarton, executive director of Amityville-based Long Island Coalition for the Homeless, said at the news conference. About 18% of Long Island's homeless are age 55 and over, she said.

The primary problem is unaffordable housing, speakers said.

Median single-family house prices in Suffolk reached an all-time high of \$720,000 in September, Newsday previously reported. Many officials cite bidding wars among customers for driving up prices.

But speakers on Friday said prices also rose to historic lev-

els because development was slowed by cumbersome rules and lack of infrastructure such as sewers. Several pointed to the case of Matinecock Court in East Northport, an affordable housing complex that faced four decades of community opposition and court battles before construction started two years ago.

Mike Florio, chief executive of the Long Island Builders Institute, which represents construction firms, said developers faced different zoning rules in Long Island's 13 towns and dozens of villages.

"This patchwork of inconsistent laws leads to delay" and "limits the supply of homes," driving up costs for developers and would-be homeowners, Florio said.

Ian Wilder, executive director of Long Island Housing Services, a Bohemia fair housing nonprofit, warned Suffolk would start to lose people if housing continues to be a problem.

"We're going to lose a congressional seat" to an area with more pro-housing policies, Wilder said. Congressional districts are based on population.

Several speakers said developers and affordable housing advocates alike must do a better job working with community leaders to address their concerns about new housing.

Some speakers said municipalities should consider streamlining their zoning approval processes, allowing more accessible apartments at single-family homes and cutting the multiples layers of government — town, village, county and state — often required to secure approvals and permits.

Patchogue Mayor Paul V. Pontieri Jr., who has presided over a downtown revitalization that included thousands of new homes, such as the 262-unit Carriage House project on West Main Street, said the key was improving sewers and water supply systems.

"Nothing happens without sewers," he said.

# DEMS HOPE

Eyeing midterms as Republicans downplay wins

ONLY IN NEWSDAY

BY BILLY HOUSE  
billy.house@newsday.com

WASHINGTON — Democrats are showing fresh swagger after prominent and lesser-noted election victories in New York State and across the country, as their focus shifts rapidly to the 2026 fights for control of the U.S. House and Senate.

But Speaker Mike Johnson (R-La.) — also with an eye to next year — is aggressively downplaying with his lieutenants any evidence of broad pushback against President Donald Trump and Republicans or worry about a change in party control of the House.

Meanwhile, Trump — who would face stark new limitations if Democrats took control of even one of the chambers — is casting the results as more tied to passing voter unhappiness over Congress and the U.S. government shutdown.

The twin, double-digit Democratic gubernatorial wins in New Jersey and Virginia were expected, Johnson reiterated, saying, "You had blue states and blue cities that voted blue," in an off-year election. He did offer that a "big headline" is Zohran Mamdani's mayoral victory in New York City, but only to jab that, effectively, "a 34-year-old Marxist has become the leader of the Democratic Party."

But Minority Leader Hakeem Jeffries (D-Brooklyn) and other Democrats underscored that Democratic election wins occurred across the country. Those Democratic victories went beyond just front-line races — but by candidates spanning the party's ideological spectrum in state legislative, city council and other local races, and in votes on other state and local matters.

Those wins happened not just in New York City and New Jersey, but in politically red

and purplish places like New York's Hudson Valley and farther upstate, along with Georgia, Mississippi, North Carolina, Florida, Kansas, South Carolina, Pennsylvania and areas of Virginia.

Jeffries is already predicting a flip of House control to Democrats in 2026, and he crowed on Nov. 6, "Democrats have all the momentum in the world."

## Uphill battle

While the public partisan spin about the election's meaning continues, party strategists and independent analysts are already assessing the next one. Most agree that Democrats who remain in the minority of both the House and Senate still face uphill battles to take House and Senate control.

But after the election, those challenges seem less formidable, they say.

In the 435-seat House — not counting announced or not-yet-announced retirements or deaths that could alter numbers before the November 2026 election — Republicans' slim control held at 219 seats to 214.

But this picture is getting further muddled by the impact of Trump convincing Texas to pass a congressional map tilting five more seats there toward Republicans — and other states looking to help the GOP gain more seats — while California voters responded by approving a measure that could lead to Democrats winning five more seats there. The Justice Department on Thursday sued to block the boundaries.

"So, at this point, I think Republicans probably net three to seven [more] seats through redistricting," Erin Covey, a House elections expert at the nonpartisan handicapper The Cook Political Report said. But she added, "Republicans can't draw themselves enough seats to protect themselves from a potential blue wave, even if the outstanding redistricting fights go their way."

"I think the fight for the majority would be highly competitive," Covey added. In 2022, she said, Republicans still flipped nine House seats even as the environment was less fa-

JUDGE TO CLEAR OPIOID SETTLEMENT **A12**



## Architectural metal fabricator Coco buys Holtsville building for almost \$4 million

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James Coco Jr., president of Architectural Grilles & Metalcraft. His company is expanding by moving into a brand-new building in Holtsville. Credit: Newsday/Howard Schnapp

By **Celia Young**[celia.young@newsday.com](mailto:celia.young@newsday.com) Updated November 19, 2025 8:21 am

Share

If you look closely at the panels surrounding Merillon Avenue station in Garden City, you might catch a glimpse of the flowers and butterflies laser cut into the metal — work courtesy of Long Island metal work company Coco Architectural Grilles & Metalcraft.

The family business, headed by President James Coco Jr., has worked on Delta’s new terminal at LaGuardia Airport, Citi Field’s Hall of Fame plaques, and on [glitzy homes](#) in the Hamptons. But the company’s latest project is moving into its brand new building at 740 Blue Point Rd. in Holtsville, which it purchased for \$3.95 million earlier this month, Coco said.

“It’s been a miracle to get us here,” Coco told Newsday on Thursday from the new Blue Point Road property. “I’m setting up, opening the door for the vendors, and just walking around thanking God that this happened.”

Coco is in the midst of moving his offices — laser cutter and all — from a smaller, roughly 13,200-square-foot space it leased at 173 and 175 Allen Blvd. in East Farmingdale to the 16,000-square-foot Holtsville building. And the company, which currently has 23 employees, is looking to hire two or three new workers to for its new, larger shop, Coco said.

### **A desire to own, not rent**

Coco said he started looking for a new building in 2020, but when his landlord doubled his rent at the Allen Boulevard properties, to more than \$18 per square foot in 2022, he decided Coco Metalcraft needed to move, Coco added.

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“It kind of put the squeeze on us,” Coco said of the rent increase. But ultimately, Coco said the rent hike helped incentivize his team to “get out and acquire our own building.”

That rent hike wasn’t unique to just Coco Metalcraft. The average per square foot asking rent for industrial space on Long Island [spiked](#) during the COVID-19 pandemic as industrial users rushed to get property, though rents have moderated in the years since, said Max Omstrom, a managing director for brokerage JLL. In 2019, average rents on Long Island were \$11.87 per square foot compared with \$18.54 per square foot today, according to JLL.

“We’ve kind of plateaued since the pandemic, but we’re still seeing continued strength, definitely from local tenants expanding on Long Island and buying properties on Long Island,” Omstrom said.

### **Staying on Long Island**

In his search for a new building, Coco debated leaving Long Island for North Carolina, but a combination of hometown pride, a high-powered new building and tax benefits from the local Brookhaven Industrial Development Authority (IDA) kept him on the Island.

“We are pleased to help keep manufacturing on Long Island, and in particular in the Town of Brookhaven,” IDA Chairman Frederick C. Braun III said in a statement on Nov. 10. “It’s nice to see a family business, especially one that wants to stay local, work with us.”

The IDA gave Coco Metalcraft a mortgage recording tax exemption of up to \$33,585 and a sales and use tax exemption of up to \$9,625 on materials and construction work on the

new building, according to [IDA documents](#). Plus, Coco Metalcraft also scored a 10-year agreement to make payments instead of property taxes, known as a payments in lieu of taxes (PILOT) program, according to the IDA and Coco.

The benefits were crucial for keeping Coco Metalcraft, and Coco the person, on Long Island, Coco said.

“There was a time we were entertaining leaving New York altogether. On one hand, you can get a much cheaper brand new building in incredible condition with very low property taxes,” in North Carolina, Coco said. But “we really wanted to fight to stay. This is where most of our family is.”

Coco’s new building, formerly the home of a perfume bottle packaging company, was also built to handle a higher electrical load, said Nicholas Romano, a broker with Metro Realty Services who represented the seller in the deal for the property. The building’s higher capacity for power made it a perfect fit for an industrial user like Coco, Romano said.

#### WHAT NEWSDAY FOUND

- Coco Architectural Grilles and Metalcraft purchased a new building for \$3.95 million in Holtsville in November.
- The new location will expand Coco’s operations on Long Island and allow the company to hire two to three more employees, according to Coco’s president.
- Coco’s purchase comes amid a strong market for industrial space on Long Island, according to commercial real estate brokerage JLL.

**By Celia Young**

[celia.young@newsday.com](mailto:celia.young@newsday.com)