

Town of Brookhaven

Industrial Development Agency

Meeting Agenda

Wednesday, April 15, 2026 at 12:10 PM

1. Roll Call
2. CFO's Report
 - Monthly Update
3. Applications
 - a. Sosunrise, LLC
 - b. Amneal Pharmaceuticals 50 Horseblock Drive
4. Resolutions
 - Slate of Officers
 - Committee Members
 - Resolution #45 – Records Management Officer
 - Ronk Hub 2C, LLC
5. CEO'S Report
 - a. C & K Development, LLC Request
 - b. Vineyards at Coram / Ornstein Leyton Company, LLC Request
 - c. KCE NY 31, LLC Request
 - Housing
 - Long Island Business Development Dinner June 10th
6. Executive Session

The next IDA meeting is scheduled for Wednesday, May 27, 2026.

RECEIVED

J. TIMOTHY SHEA, JR.
PARTNER
DIRECT DIAL 516.296.7885
tshea@certilmanbalin.com

APR 01 2026

Town of Brookhaven IDA

April 1, 2026

Via: Hand Delivery

Town of Brookhaven Industrial Development Agency
Attn: Ms. Lisa MG Mulligan, Chief Executive Officer
One Independence Hill
Farmingville, New York 11738

**Re: Sosunrise LLC - Application for Financial Assistance
Sunrise Highway South Service Road and Robinson Road,
East Patchogue, New York 11772
SCTM No.: 0200-995-05-3
0200-956-02-1&2
0200-973.40-04-2
0200-973.50-01-8&9
Our File No.: 13286.0018**

Dear Ms. Mulligan:

As you may know, this firm is counsel to Sosunrise LLC (the "Applicant") in connection with its Application for Financial Assistance (the "Application") to the Town of Brookhaven Industrial Development Agency (the "IDA") for their proposed over 55 residential development project, located at Sunrise Highway South Service Road and Robinson Road, East Patchogue, New York.

In furtherance of same, please find enclosed an original fully executed copy of the Application, LEAF, Town Change of Zone and Site Plan Resolutions and SEQRA Negative Declaration together with a check in the amount of \$4,000.00, representing the fees due to the IDA for same. Please note that Applicant is a new single-purpose entity and as a result, has no annual or quarterly reports, nor NYS Form 45 for the IDA's review. In that the financials include personal financial information, we kindly request that the principals be permitted to provide individual financial statements for "in camera" inspection.

The project proposes a 64 unit PRC (over 55) residential community with ancillary recreation and site improvements on an approximately 13 acre parcel located on the South Side of Sunrise Highway South Service Road, west of Hewlett Avenue, East Patchogue, NY, abutting the St. Joseph's University Outdoor Field Campus. The project includes 14 affordable units pursuant to the Town of Brookhaven site plan approval and IDA guideline. As part of the site plan approval, 4 acres of open will be preserved and dedicated to the Town of Brookhaven.

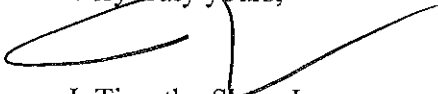
Town of Brookhaven Industrial Development Agency
Attn: Ms. Lisa MG Mulligan, Chief Executive Officer
April 1, 2026
Page 2

The project was rezoned from a Residential 1 to PRC earlier this year, and provides much needed senior housing with recreational activities with proximity to shopping and other services, filling a need for such housing including affordable units for seniors and a set aside for veterans and/or adults with disabilities.

Additionally, and as indicated in the annexed application, the project will provide approximately 192 construction jobs that will mainly go to local contractors and employees.

Please do not hesitate to contact me immediately if you have any questions or comments regarding this Application. Thank you kindly in advance for your prompt attention to this matter.

Very truly yours,



J. Timothy Shea, Jr.

JTS/err

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

DATE: _____

APPLICATION OF: _____
Name of Owner and/or User of Proposed Project

ADDRESS: _____

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

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

Part I: Owner & User Data

1. Owner Data:

A. Owner (Applicant for assistance): _____

Address: _____

Federal Employer ID #: _____ Website: _____

NAICS Code: _____

Owner Officer Certifying Application: _____

Title of Officer: _____

Phone Number: _____ E-mail: _____

B. Business Type:

Sole Proprietorship Partnership Limited Liability Company

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. Owner Counsel:

Firm Name: _____

Address: _____

Individual Attorney: _____

Phone Number: _____ E-mail: _____

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

Name	Percent Owned
_____	_____
_____	_____
_____	_____

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)

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

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.

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:

I. List parent corporation, sister corporations and subsidiaries:

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:

K. List major bank references of the Owner:

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"): _____

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: _____

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: _____

B. Tax Map: District _____ Section _____ Block _____ Lot(s) _____

C. Municipal Jurisdiction:

- i. Town: _____
- ii. Village: _____
- iii. School District: _____

D. Acreage: _____

3. Project Components (check all appropriate categories):

A. Construction of a new building Yes No

i. Square footage: _____

B. Renovations of an existing building Yes No

i. Square footage: _____

C. Demolition of an existing building Yes No

i. Square footage: _____

D. Land to be cleared or disturbed Yes No

i. Square footage/acreage: _____

E. Construction of addition to an existing building Yes No

i. Square footage of addition: _____

ii. Total square footage upon completion: _____

F. Acquisition of an existing building Yes No

i. Square footage of existing building: _____

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

4. Current Use at Proposed Location:

- A. Does the Applicant currently hold fee title to the proposed location? Yes No

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

- B. Present use of the proposed location: _____

- 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

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

10/31/2024 and automatically converted from a sublease to a prime lease between NM AMNL, L.L.C., as landlord, and the Applicant, as tenant.

5. Proposed Use:

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

- B. Proposed product lines and market demands: _____

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:

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

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?

6. Project Work:

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

- i. Site Clearance: Yes No % COMPLETE _____
- ii. Foundation: Yes No % COMPLETE _____
- iii. Footings: Yes No % COMPLETE _____
- iv. Steel: Yes No % COMPLETE _____
- v. Masonry: Yes No % COMPLETE _____
- vi. Other: _____

B. What is the current zoning? _____

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: _____

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: _____

ii. Construction/Renovation/Equipping: _____

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

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

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?

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:

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):

\$ _____

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):

\$ _____

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: _____

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: _____ (fill in year)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
FTE											16		

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

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
FTE					14		20	10					

Number of Residents of LMA:

Full-Time: ~80% _____

Part-Time: 0 _____

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		
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

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 4 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?

Applicant may consider moving some manufacturing processes to its facilities in New Jersey, as well as warehousing to support such manufacturing.

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 *W*

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 *W*

7. 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 23, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended), 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 *W*

8. 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.

Furthermore, Applicant shall in no event hold the Agency liable, and covenants to not sue for, monetary damages or claim any sort of monetary damages (i) for failure to perform a mandatory or discretionary obligation in connection with this Application, or any other cause of action arising from this Application or (ii) arising out of or connected with any dispute, controversy, or issue regarding the Application or interpretation or effect of the provisions of this Application.

Initial *JS*

9. 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 *JS*

10. 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 *JS*

11. 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 *JS*

12. 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 *JS*

13. The Applicant agrees that it will abide by all federal, state, county and local laws, rules, regulations, licensing and administrative orders applicable to the within Project. 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. The Applicant acknowledges that if the provisions of the Agency's Construction Wage Policy are applicable to the Project, the terms of such Construction Wage Policy shall be binding on any contractor or subcontractor of any tier with respect to all Project work including, without limitation, the construction and/or renovation phase of such Project. The Applicant acknowledges that there has not been any debarment or suspension by any federal, state or local government agency or authority in the past (3) three years applicable to the Project.

Initial *W*

14. The Applicant confirms and hereby acknowledges that it has received the Agency's Background Credit and Litigation Review Authorization Form attached hereto as **Schedule E** and agrees to execute and deliver the same.

Initial *W*

15. The Applicant confirms and hereby acknowledges that the Agency informed the Applicant that, effective January 1, 2024, certain Construction work done under contract in connection with financial assistance from the Agency may be subject to the requirements of Section 224-a of the Labor Law of the State, including but not limited to the requirement that such Construction shall be subject to prevailing wage requirements of Section 220 and 220-b of the Labor Law of the State. In addition, such Construction work may be required by Section 224-a of the Labor Law (Section 224-a) to comply with the objectives and goals of minority and women-owned business enterprises pursuant to Article Fifteen-A of the Executive Law and service-disabled veteran-owned business pursuant to Article Seventeen-B of the Executive Law. Accordingly, the Applicant confirms that it will comply with any related provisions and requirements to be set forth in the transaction documents with the Agency concerning the Project.

Initial *W*

16. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). Applicant understands that all Project information and records related to this Application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.

Initial *W*

17. Applicant acknowledges that the Agency is entitled to request any and all additional information from Applicant it requires in its sole discretion in connection with reviewing this Application, and unless and until such information is provided to the Agency's satisfaction, this Application will remain incomplete.

Initial *W*

18. The Applicant acknowledges that the Agency is not bound by any precedent or prior course of conduct in connection with this Application (unless specifically required by applicable law) .

Initial *W*

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. **Included in 10-Ks attached.**
2. Applicant’s annual reports (or 10-K’s if publicly held) for the two most recent fiscal years. **Attached.**
3. Quarterly reports (form 10-Q’s) and current reports (form 8-K’s) since the most recent annual report, if any. **N/A**
4. In addition, please attach the financial information described in items A, B, and C of any expected guarantor of the proposed bond issue. **N/A**
5. Completed Environmental Assessment Form. **Attached.**
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. **Attached. Note: Covers employment for all 19 Nicholas and 50 Horseblock.**

(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: P. [Signature]

- 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: P. [Signature]

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: P. [Signature]

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: P. [Signature]

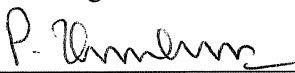
Part X – Certification

Kumariduraivan Ponnambalam _____ (Name of representative of entities submitting application) deposes and says that he or she is the Senior Director - Plant Management (title) of AMNEAL PHARMACEUTICALS OF NEW YORK, 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.

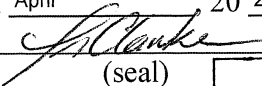
As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the Town of Brookhaven Industrial Development Agency (hereinafter referred to as the "Agency") in connection with this Application, the attendant negotiations and 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 2nd
Day of April 20 26



(seal)

ELIZABETH CLARKE
Notary Public, State of New York
Registration #01CL6288929
Qualified In Suffolk County
Commission Expires September 16, 2027

**** 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.

SCHEDULE E

Background, Credit and Litigation Review Authorization Form

I, Kumanduraiven Ponnambalam, give consent and authorize to the Town of Brookhaven Industrial Development Agency, including its officers, directors, affiliates, agents and representatives (the "Agency") the right to contact and obtain information from all references, credit reporting companies, financial institutions, governmental agencies or departments, and other agencies regarding my creditworthiness and background and to otherwise verify the accuracy of the information that I have provided in my application or other information which I have provided to the Agency for the purpose of applying for financial assistance. In connection with my application for financial assistance with the Agency, I understand that investigative background inquiries may be requested and obtained, including credit and criminal background history information. I hereby release from liability the Agency and its agents, employees and representatives for seeking, gathering, and using such information and all other persons, corporations, or organizations for furnishing such information.

I shall cooperate with the reasonable requests made by the Agency in connection with obtaining and completing the background, credit and litigation review process referenced herein. I agree to be responsible for the cost of such background, credit and litigation review and agree to reimburse the Agency for such expenses.

This authorization shall be perpetual and shall remain in full force and effect unless revoked by me in writing to the Agency. My revocation shall not affect in any way or manner any activities of the Agency in accordance with this authorization that occur or in process on or before the date that the Agency receives my written notice of revocation of this authorization.

P. Ponnambalam
Signature

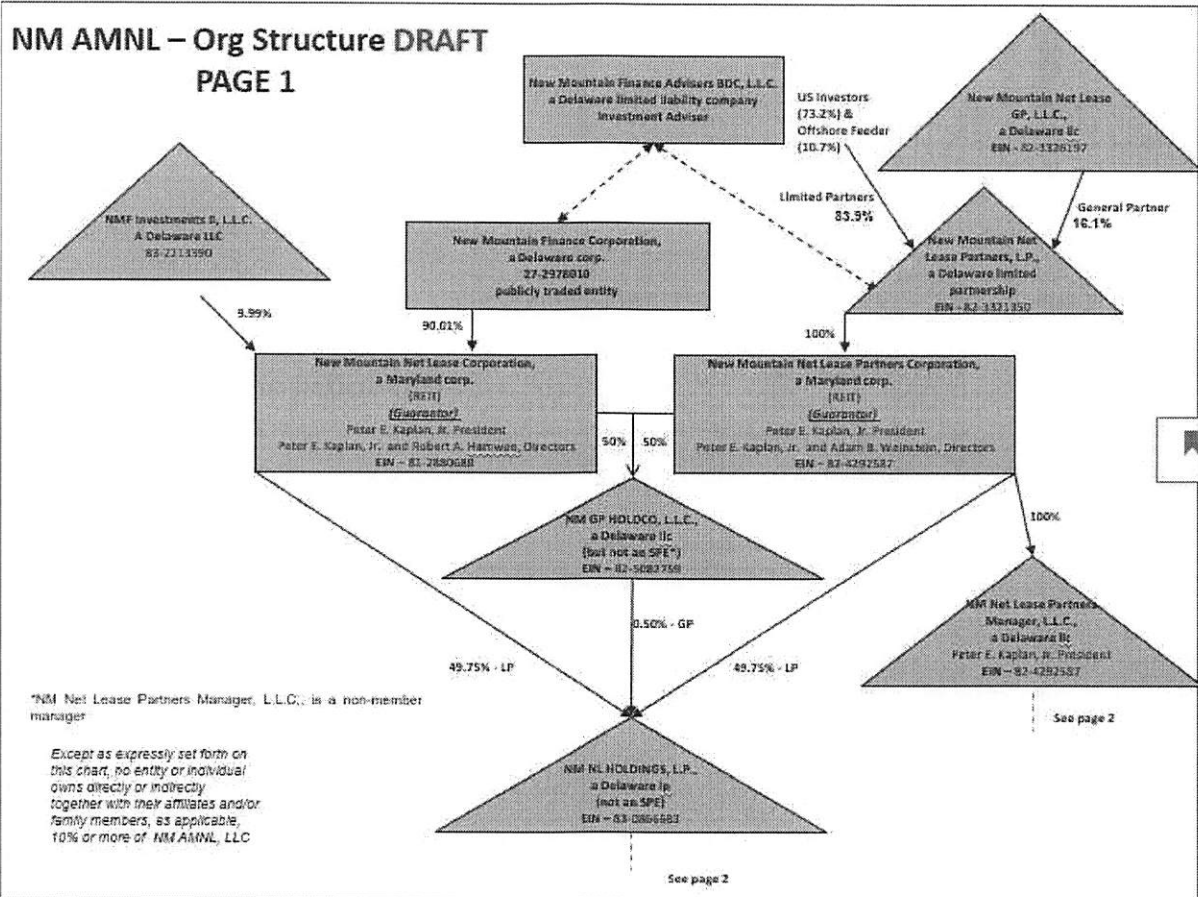
09.08.26
Date

Kumanduraiven Ponnambalam
Print Name

ATTACHMENTS TO APPLICATION

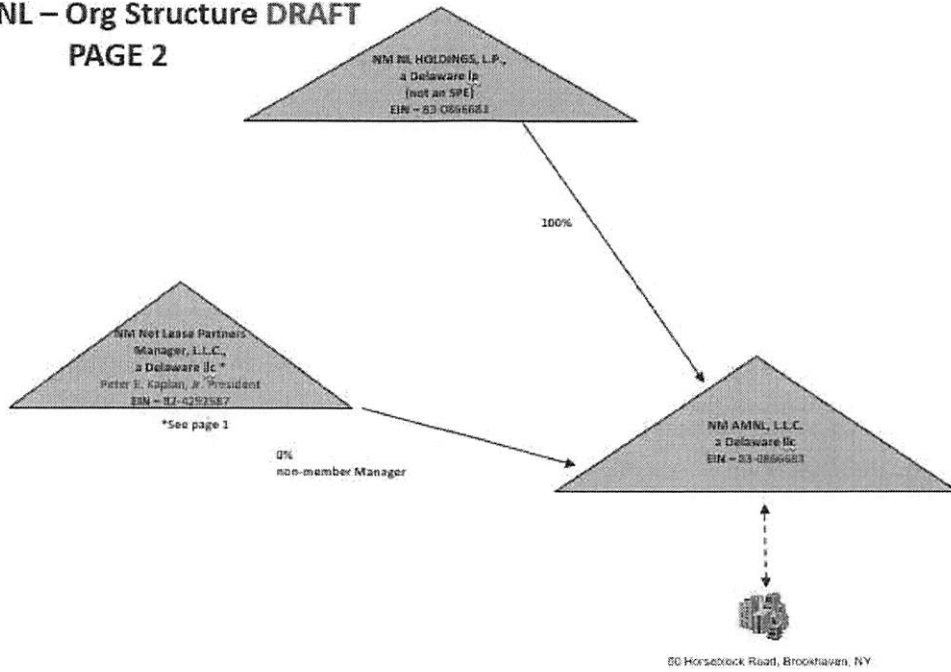
ORGANIZATIONAL CHART

Organizational Chart



Organizational Chart Con't

NM AMNL – Org Structure DRAFT
PAGE 2



29842510.2



Laura K. Fallick
Associate

Direct Dial: 516.227.0735
Direct Fax: 516.336.2225
lfallick@farrellfritz.com

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

April 2, 2026

VIA FEDERAL EXPRESS AND E-MAIL

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

**Re: Amneal Pharmaceuticals of New York, LLC/50 Horseblock Road, Brookhaven, NY
Application for Financial Assistance**

Dear Ms. Mulligan and Members of the Board:

Enclosed please find: (i) an application for financial assistance for Amneal Pharmaceuticals of New York, LLC (the "Applicant"); and (ii) a Short Environmental Assessment Form relating to the above-referenced project (the "Project") located at 50 Horseblock Road, Brookhaven, New York (the "Horseblock Property"). A check in the amount of \$4,000.00 representing the application fee will follow under separate cover.

I also attach a business plan outlining the proposed Project, which includes renovations to be performed at the Horseblock Property as well as at 19 Nicholas Drive, Yaphank, New York (the "Yaphank Property"). The Town of Brookhaven Industrial Development Agency (the "Agency") accepted an application for an extension of economic benefits last month for the Yaphank Property. The improvements at the Yaphank Property are intended to support the significant renovations at the Horseblock Property.

The Applicant is a subsidiary of Amneal Pharmaceuticals, Inc. (the "Company"), a publicly traded global biopharmaceutical company that has developed and delivered a diverse portfolio of generic and specialty pharmaceuticals for nearly 25 years. The Company is committed to expanding affordable access to high-quality medicines and has developed the Amneal Patient Assistance Program, which has helped thousands of eligible patients obtain their medications at no cost. The Company's continuing success and growing demand for its products and services necessitate modifying its facilities to increase production capacity, diversify its product offerings and accelerate revenue growth while maintaining the highest quality standards.

The Company currently employs approximately 780 individuals in its two facilities in the Town of Brookhaven, and anticipates creating approximately 70 additional positions over the next two years to support its upcoming projects.

The Applicant originally acquired the Horseblock Property as a 110,000-square-foot building. Since then, the Applicant has renovated and expanded the facility into an approximately 472,000-

Ms. Lisa M.G. Mulligan
Town of Brookhaven Industrial Development Agency
April 2, 2026
Page 2

square-foot, three-story building, and employment at the facility has grown significantly from the original approximately 150 employees.

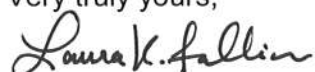
Now, in response to increased demand and technological advancements, the Applicant plans to undertake a strategic expansion of its New York operations to further support activities at the Brookhaven facilities. As part of this initiative, approximately 77,000 square feet of existing warehouse space at the Horseblock Property will be redeveloped into a state-of-the-art pharmaceutical manufacturing facility dedicated to advanced dosage form production (e.g., oral solids and liquids, injectables, ophthalmics, etc.). This redevelopment represents a transformative investment in Brookhaven's life sciences infrastructure and further reinforces the Town's position as a center for high-value pharmaceutical manufacturing.

In connection with these upcoming renovations, the Applicant seeks financial assistance in the form of a PILOT Agreement and sales tax exemption from the Agency.

We respectfully request that the foregoing matter be added to the agenda of the Agency's April board meeting.

Please do not hesitate to contact me with any questions.

Very truly yours,



Laura K. Fallick

cc: Barry Carrigan, Esq.
Edward Angelini, Esq.
Peter L. Curry, Esq.

Enclosures

Business Plan Summary & Economic Impact Statement

Amneal Pharmaceuticals –Brookhaven, New York

Business Plan Summary

Amneal Pharmaceuticals, located at 50 Horseblock Road in Brookhaven, is initiating a significant strategic expansion of its New York operations to support the advancement of a new technology platform and the introduction of additional pharmaceutical dosage forms. This expansion is designed to substantially increase production capacity, diversify product offerings, and accelerate revenue growth.

As part of this initiative, approximately 77,000 square feet of existing warehouse space will be redeveloped into a state-of-the-art pharmaceutical manufacturing facility dedicated to advanced dosage form production. This redevelopment represents a transformative investment in Brookhaven’s life sciences infrastructure and reinforces the Town’s position as a center for high-value pharmaceutical manufacturing.

The project includes a capital investment of approximately **\$70 million over a 3–5 year period**, encompassing facility upgrades, advanced manufacturing equipment, technology integration, and regulatory compliance enhancements. This investment will significantly strengthen Amneal’s operational capabilities and establish a long-term foundation for innovation-driven growth within New York State.

To ensure uninterrupted operations during the transition, existing warehouse functions will be relocated to 19 Nicholas Drive, Yaphank, NY 11980. Amneal will execute a five-year lease renewal at this location, committing more than **\$10 million** toward lease obligations and infrastructure improvements to support both ongoing distribution activities and the expanded technology platform.

Economic & Community Impact

Job Creation & Workforce Development

- Significant engagement of local contractors, construction firms, engineers, trades, and service providers during the build-out and operational expansion phases.
- Strengthening of the regional life sciences workforce through high-skilled employment opportunities and long-term career pathways.

Capital Investment

- **\$70 million capital investment** in manufacturing infrastructure, advanced pharmaceutical equipment, and technology modernization at the Brookhaven site.
- **\$10+ million investment** in lease renewal, facility upgrades, and operational infrastructure at the Yaphank warehouse location.
- Direct reinvestment into the local tax base and commercial real estate market.

Regional Economic Development & Strategic Impact

- Expansion of Brookhaven's pharmaceutical manufacturing footprint, reinforcing the Town's position as a strategic life sciences hub.
- Increased demand for regional suppliers, professional services, utilities, and ancillary businesses.
- Long-term corporate commitment to New York State through sustained job creation, capital deployment, and operational growth.
- Enhancement of economic resilience by advancing high-value domestic pharmaceutical manufacturing capacity.

J. TIMOTHY SHEA, JR.
PARTNER
DIRECT DIAL 516.296.7885
tshea@certilmanbalin.com

April 3, 2026

Via Email: lmulligan@brookhavenida.org

Town of Brookhaven Industrial Development Agency
Attn: Ms. Lisa MG Mulligan, Chief Executive Officer
One Independence Hill
Farmingville, New York 11738

Re: Cordwood Estates/Kelly Development Corp. - Application for Financial Assistance
Old Town Road, Port Jefferson Station, New York
SCTM No.: 0200-311.00-02.00-001.000 and 002.001
Our File No.: 13286.0016

Dear Ms. Mulligan:

As you may know, this firm is counsel to Cordwood Estates/Kelly Development Corp. (the "Applicant") in connection with its Application for Financial Assistance (the "Application") to the Town of Brookhaven Industrial Development Agency (the "IDA") for their proposed over 55 residential development project, located at Old Town Road, Port Jefferson Station, New York.

Although we are moving toward a closing with the next 30-45 days on our client's construction loan and IDA benefit package, given that our grant expires April 20, 2026, we kindly request an extension of time to close thru and including July 20, 2026, to account for any last minute issues that may arise.

Please do not hesitate to contact me immediately if you have any questions or comments regarding this Application. Thank you kindly in advance for your prompt attention to this matter.

Very truly yours,

J. Timothy Shea, Jr.

JTS\err

Daniel J. Baker
Tel 516.629.9610
Fax 516.706.8666
Dan.Baker@gtlaw.com

April 10, 2026

Town of Brookhaven Industrial Development Agency
One Independence Hill
Farmingville NY 11738
Attn: Lisa Mulligan, CEO

**Re: Town of Brookhaven Industrial Development Agency (the “IDA”)
Ornstein Leyton Company LLC (the “Applicant”) 2025 FACILITY**

Dear Ms. Mulligan:

We write to request an extension of time to close on the above-referenced transaction. As you know, the IDA approved an inducement/authorizing resolution (the “Approval”) on March 25, 2025. Subsequently, at their meeting on September 17, 2025, the IDA extended the final authorizing resolution to June 22, 2026.

Since the last extension request, the Applicant has been diligently pursuing all requisite approvals. However, due to clearing restrictions in the Town of Brookhaven associated with the Northern Long-eared Bat, clearing of the subject property necessary to commence construction cannot start until December 1, 2026, at the earliest.

Accordingly, the Applicant respectfully requests that the IDA grant a nine-month extension of time to close on the above-referenced transaction up to and including March 22, 2027. Please do not hesitate to contact the undersigned should you have any questions.

Very truly yours,



Daniel J. Baker
Shareholder

April 10, 2026

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 landowner, 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, Farrell Fritz, 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.

April 10, 2026

Page 2

At that time, the Company accepted the form of documents provided by Nixon Peabody, subject to comments by 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.

At the Agency's December 2025 meeting, the Agency extended the time for the project to close into 2026. On January 21, 2026, counsel to LIPA advised our office that it provided Nixon Peabody with its comments to the revised documents circulated by Nixon Peabody. On February 12, 2026, LIPA and Nixon Peabody agreed to the form of the Agency closing documents.

At the Agency's March meeting, the Agency further extended the time for the Project to close until the end of April 2026 in response to the Company's January 2026 extension request. Since that time, the Company has ordered an updated title report and insurance certificates for review by the Agency's insurance consultant.

While the Company anticipates closing by the end of April 2026, in an abundance of caution, the Company is requesting an extension to close until May 27, 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

Home Depot seeks tax break for \$157M distribution hub in Yaphank



[Brian Harmon](#) | April 2, 2026

-
-
-



Home Depot is lining up a major distribution hub in Yaphank — and seeking tax breaks to do it.

The home improvement giant is the subtenant on an application that has been filed by a developer with the Town of Brookhaven Industrial Development Agency for a \$157 million warehouse and distribution center on Sills Road, according to a March application made to the IDA.

Within the application, Home Depot is seeking sales and use tax relief on \$11 million it would spend to outfit the space once construction of the 414,000-square-foot facility is complete. The tax relief would amount to about \$481,250, the application says.

The plan calls for construction of a 414,000-square-foot facility and a 15-year lease.

The application was submitted by Brookhaven Logistics Center, LLC — an affiliate of Kansas City-based NorthPoint Development — for a facility to rise on a 50.64-acre parcel.

The IDA had previously supported the construction project. The tax relief application requires a public hearing before the IDA board can vote on the proposal, IDA Chief Executive Lisa Mulligan told Greater Long Island.

Asking for a half-million in tax breaks

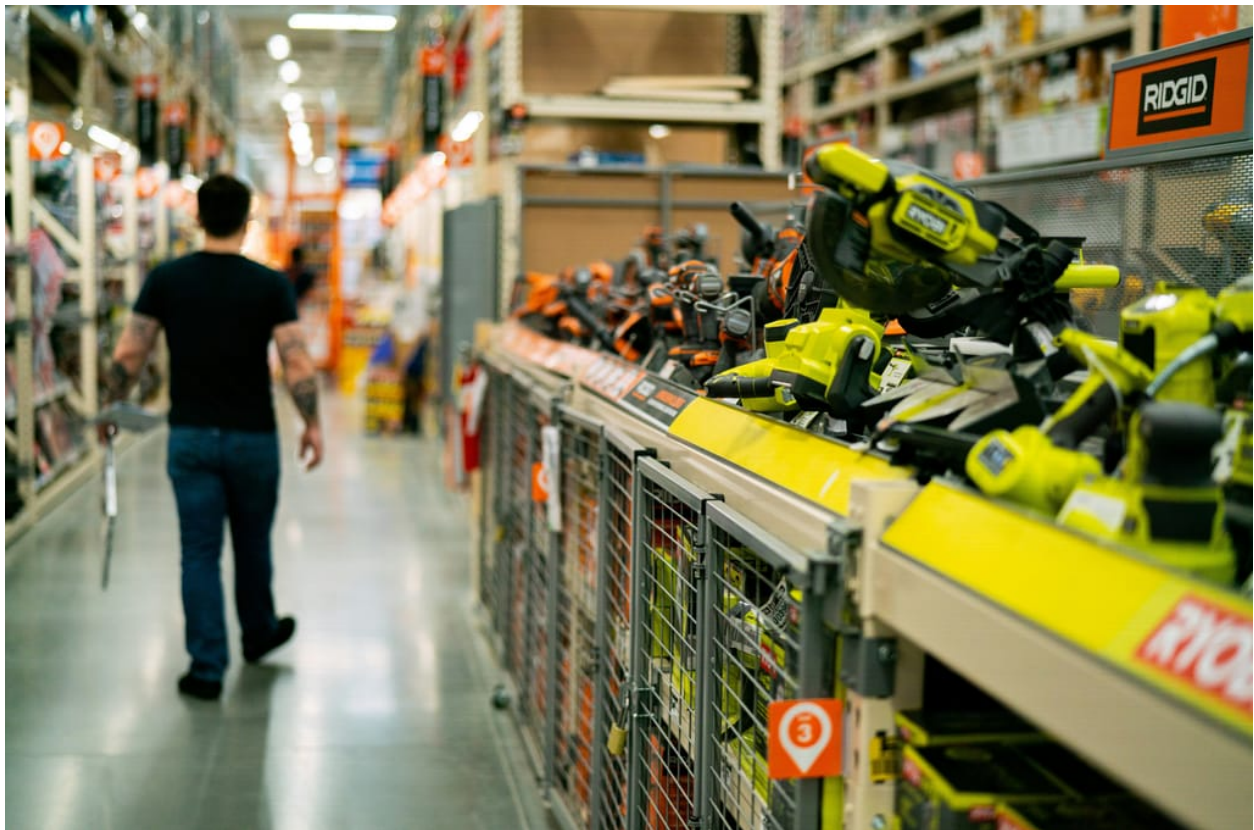


Photo by [Oxana Melis](#)

Home Depot is seeking about \$481,250 in sales tax exemptions to outfit the space — based off of the tenant improvements that are estimated to run \$11 million, according to the application.

With IDA approval, Home Depot would lease the facility for 15 years at \$23.40 per square foot, with a 1.75 percent annual escalation. The filing indicates that the applicant wants to begin construction in May and have Home Depot in place by May 2027.

The facility is described in the application as a “warehouse and distribution center utilizing light rail.”

Generating 200 full-time jobs, company says



Photo by [Oxana Melis](#)

“Home Depot is making a significant investment in updating their supply chain with state-of-the-art distribution facilities throughout the U.S.,” Kevin Reddick, Home Depot’s senior director of tax counsel, wrote in the filing.

Reddick said further that the proposed distribution center would serve customers with same-day and next-day delivery specializing in big and bulky building material.

“In addition to the construction jobs and 200 new, full-time jobs generated by the project,” he said, “residents and local construction companies in the region will benefit from an enhanced delivery service of the tools and materials needed on a same-day or next-day basis, where and when needed.”

The proposed site is on the northern edge of a larger swath of undeveloped land south of the Long Island Expressway.

Greater Long Island has reached out to Brookhaven IDA Chief Executive Lisa Mulligan for comment and will update this story with her response.

NYS reviewing battery

Bulk of projects in Suffolk despite concerns, bans

ONLY IN NEWSDAY

BY MARK HARRINGTON
mark.harrington@newsday.com

Large lithium-ion battery storage plants proposed for Suffolk County comprise the bulk of dozens of proposed projects under review by New York State for development before the end of the decade, including several in Long Island towns that have battery moratoriums in effect.

In all, developers have proposed 11 projects in Suffolk for the state's bulk-energy storage procurement solicitation initiated in July, with final awards due to be announced by June.

The New York State Energy Research and Development Authority, which administers green-energy contracts, said the solicitation would allow the owners of successful projects to be paid for the energy they provide to the grid "only once the project is built, operational, and available for charging and discharging."

A NYSERDA website listing the proposed projects notes that those deemed "eligible" for the program "does not guarantee that an energy storage project will be built."

The 11 projects, extending from Huntington to Calverton, are a response to Gov. Kathy Hochul's call for 6,000 megawatts of battery storage plants to help meet ambitious green-energy goals established in 2019. The battery review is continuing even as Hochul is eyeing unspecified rollbacks for the state climate law, which set aggressive targets for green energy over the next two decades.

The batteries are considered an essential part of the green-energy plan because they can help stabilize the electric grid and store energy from solar and wind farms and conventional power plants during hours when power is least needed and potentially cheapest. They are also considered important tools to help replace



Battery storage units in Patchogue. There are 11 lithium-ion battery storage plants proposed for Suffolk.

a large fleet of smaller fossil-fuel power plants called peakers, which are chiefly used during high-summer power demand times.

46 proposals

On its bulk-energy storage website, NYSERDA lists a total of 46 proposed plants statewide eligible for consideration for the procurement. The projects are proposed for numerous upstate counties and two in New York City, and include projects that use non-lithium alternatives to store power, including compressed carbon dioxide and zinc-halide batteries.

But the largest concentration of projects — just under 1,000 megawatts — is in Suffolk County, where all listed candidates are lithium-ion batteries that are many times larger than three existing batteries in use in Suffolk now. (National Grid Ventures and NextEra operate two existing five-megawatt batteries contracted to LIPA, in East Hampton and Montauk.) None of the projects are in Nassau County.

NYSERDA notes that local governments and the state "still retain the legal authority to review, approve, and permit projects," which "must also

pass New York's rigorous Peer Review and Quality Assurance processes prior to operation to ensure safety and fire code compliance."

The proposed projects in Suffolk include some municipalities that have passed battery moratoriums. Most of the projects are in Brookhaven, which has not instituted a moratorium and has a special zone for such projects.

Brookhaven Town Supervisor Dan Panico was vacationing and unavailable for comment, but in January, expressed skepticism about fast-track review for battery projects in the town, particularly in the face of community opposition. "We may evaluate the land-use applications when the time is right, but right now there needs to be a lot more work done by the applicants and the state of New York," Panico told Newsday at the time.

NYSERDA declined Newsday's request for interviews about the solicitation. Spokeswoman Deanna Cohen declined to provide addresses for proposed projects, which in many cases are not listed on a NYSERDA map of proposals. Cohen referred such questions to developers. Key Capture Energy, one of the proposers, said it is "not able to comment on

the active" procurement, referring questions to NYSERDA.

New safety codes

In an email, Cohen wrote, "Awarded projects will be announced once all provisionally awarded contracts have been executed. Updates will be posted on our website."

Newsday has previously reported on some of the projects, including a 110-megawatt facility on Morris Avenue in Holtsville where preliminary clearing work began last year. The facility is the subject of a lawsuit by developer Savion against Suffolk County over a variance. A Brookhaven spokesman didn't return a message seeking comment.

New York State in January enacted strict new safety codes for the battery storage plants after heightened community concerns following fires at some facilities over the past several years. In December, fire broke out at one in upstate Warwick a month before the new state fire codes went into effect. Proponents say the facilities are safe but opponents say they should never be located near schools and homes.

The proposed Suffolk projects include:

- A 50.4-megawatt project pro-

WHAT NEWSDAY FOUND

- The 11 lithium-ion battery storage plants proposed for Suffolk comprise the bulk of 46 plant proposals being reviewed by state officials for development.
- The projects extend from Huntington to Calverton and are a response to Gov. Kathy Hochul's call for battery storage plants to help meet green-energy goals.
- The proposed Suffolk projects include some for municipalities that have battery moratoriums in place.

posed by Caithness LI Energy Storage on 12 acres of the company's existing power-plant site in Yaphank, north of Zorn Boulevard. The project in the Town of Brookhaven would include storage containers enclosing battery racks, and a new substation, among other equipment.

- A 54.5-megawatt project called East Setauket Energy Storage on a 19.24-acre parcel at 366 Sheep Pasture Rd., Port Jefferson. The Savion Energy project would consist of "prefabricated containers housing lithium-ion batteries, cooling systems control instrumentation, fire protection systems, and a dedicated project substation." It's to be located within Brookhaven's L Industrial 1 Zoning District.

- A 60-megawatt project called the Edwards Calverton Battery by Rhyndland Energy to be built in the Town of Riverhead. Rhyndland's application doesn't list a specific address for the project. Riverhead Town officials didn't respond to requests for comment.

- A 79.9-megawatt Holtsville Brookhaven Battery Storage project, also by Rhyndland, with no specific address provided. The company said it has already held public meetings "where public information was presented and questions could be answered on the record." Developers expect the project to be operational within a year, according to their filings.

- A 110-megawatt Holtsville Energy Storage project planned for Morris Avenue in

NEWSDAY / JOHN PARASKEVAS

storage plans



Lithium-ion battery storage facility substation at in East Hampton.

Holtsville. The project, by Savion Energy, has begun preliminary construction and expects to complete work by the end of 2028. The company said it has implemented a "robust stakeholder outreach and engagement effort over several years of working with the Town of Brookhaven and the broader community."

■ A 100-megawatt storage facility called Horseblock Energy Storage System in Medford. The plant, by AES, is to be located on 10.73 acres and is designed "using metal storage containers that will house racks of lithium-ion battery modules equipped with insulation and robust safety monitoring and management systems." AES "anticipates receiving site plan approval in Q1 2026," according to the filing.

■ A 60-megawatt facility by Key Capture Energy on an 11.19-acre parcel at an unspecified address in East Northport.

■ A 150-megawatt facility on 9.59 acres in Manorville. The address isn't listed, but the filing by KCE says three separate parcels "contain generally flat topography and do not contain any critical environmental concerns," as the site is "currently being used to store construction materials and machinery (concrete, trailers, forklifts, etc.)."

■ A 135-megawatt facility called Marathon Power in Huntington near a LIPA substation in Greenlawn. The address is not specified. The project's local permits "remain firmly on schedule for approval" by the end of this year, owner Recur-

rent Energy said in its filing. The site "lies within an industrial zone and is eligible for permitting-by-right under the Town of Huntington's recently adopted BESS ordinance." Huntington Town spokeswoman Christine Geed, in an email, acknowledged the town has two battery-plant applications before it, even as it is considering "another 6-month moratorium to study among other things, health risks associated with firefighting a fire involving a BESS facility."

■ A 140-megawatt project called Ramadi BESS at an unspecified address in Brookhaven Town, where it will connect to the LIPA grid at a Yaphank-William Floyd substation, according to its filing. The project, to be owned by Calpine Mid-Atlantic Development, will use "state-of-the-art BESS technology to maximize electrical output of the facility" for a minimum of 20 years.

■ A 50-megawatt storage facility called Sandlot Energy by Recurrent Energy at an unspecified address in Smithtown. The filing says Sandlot will be at a "former sand mine parcel currently zoned industrial" in Smithtown. The filing noted Smithtown's "current BESS moratorium is scheduled to expire in February 2026" and "all local permits remain firmly on schedule for approval by Q2 2027, supporting commercial operation in Q3 2029."

Nicole Garguilo, spokeswoman for Smithtown, confirmed town officials had a "preliminary meeting" with the devel-

opers in November about the plant, which she said is to be located on Old Northport Road.

'Cautious' about facilities

"The discussion was positive but also cautious as the use has its issues and they are not well received by the public as evident with the Hauppauge proposal in the Town of Islip," she wrote in an email.

In an interview, she added, "Our concern is really what the Hauppauge Fire District has echoed" in opposing the plants. "Until there is a safe way to put these fires out, for humans and environment, we'll likely continue the moratorium."

Garguilo noted the town does not have a pending application, nor a needed "ordinance to permit one" for the Sandlot facility.

"The consensus of the meeting was that they [the developers] need to speak with the local fire districts and gain their support as they have the most at stake," she wrote. "In the meantime, [Smithtown] has requested from the Suffolk County Planning Commission that the moratorium be extended."

The proposed NYSERDA projects are on a separate track from two others selected in 2024 by the Long Island Power Authority, in Shoreham and Hauppauge.

They are a 50-megawatt Shoreham project expected to be operational in 2028 and a 79-megawatt Hauppauge project that "is under an existing moratorium in the town of Islip," with a production date not yet determined. Negotiations for a potential West Babylon battery are "ongoing" though final contract terms "have not yet been agreed to," LIPA said.

The NYSERDA projects under review by the state would involve interconnection to the LIPA grid, but LIPA "doesn't have 'approval rights' relative to NYSERDA's identified projects," LIPA spokeswoman Michelle Livingston said in an email. LIPA would have a role as the interconnecting transmission owner, where agreements would be needed between LIPA and the project owner. Livingston noted discussions for interconnection agreements "have started with several project owners."



State Sen. Jack Martins, seen in 2024, won't run for reelection, leaving Republicans to find a new candidate for the district.

MARTINS WON'T SEEK SENATE REELECTION

GOP hasn't said who will run in 7th District race

BY YANCEY ROY
yancey.roy@newsday.com

Longtime State Sen. Jack Martins won't run for reelection this year after all, Republican officials confirmed Saturday.

Martins (R-Old Westbury) said earlier this year he would run again but instead declined the party nomination on Friday, the last day for dropping out.

Republican officials didn't immediately name a replacement candidate, but Democrats said it would be Assemb. Jake Blumencranz (R-Oyster Bay) and a Republican source said the party was considering the assemblyman.

"The Nassau County Republican Committee thanks Senator Jack Martins for his years of dedicated service in the New York State Legislature," Nassau County Republican Chairman Joseph Cairo Jr. said in a statement to Newsday. "Senator Martins will be succeeded by a dynamic individual who has the experience and qualifications to represent the priorities and values of the Seventh Senate District."

Democrats are backing Rory Lancman, a member of the Nassau Interim Finance Authority, in the race. Deputy Senate Majority Leader Michael Gianaris (D-Astoria) said Saturday: "The people of Nassau County are ready for a strong voice in Albany, like Rory Lancman."

It could make for one of the most heated Senate races on Long Island.

The 7th Senate District covers northwestern Nassau and essentially is based in North Hempstead, but includes parts of Hempstead and Oyster Bay.

It has been a politically competitive district. Martins held the seat from 2011 to 2016; Republican Elaine Phillips, 2017-18; Democrat Anna Kaplan, 2019-2022; then Martins again.

It contains about 82,000 enrolled Democrats, 67,000 Republicans and 75,000 independents.

Martins, 58, a non-equity partner with the Harris Beach Murtha law firm in Uniondale, served as Mineola mayor from 2004-10 before winning election to the State Senate. He left the post to run unsuccessfully for Congress against Rep. Tom Suozzi in 2016. Martins ran unsuccessfully for Nassau County executive in 2017.

Martins then ran for his old Senate seat in 2022, defeating Kaplan.

Home Depot looks to open \$157 million distribution center in Brookhaven

Listen • 3:40 Automated narration. [Learn more](#)



Home Depot would open the center in Yaphank with the help of tax breaks. Credit: Getty Images / Scott Olson

By **Celia Young**celia.young@newsday.com Updated April 2, 2026 5:31 am

Share

Home improvement giant Home Depot is looking to open a large warehouse and distribution center in Yaphank, with the help of tax breaks.

Brookhaven Logistics Center, an affiliate of Kansas City-based NorthPoint Development, applied in March to bring in Home Depot as a subtenant for a proposed \$157 million building. Home Depot has requested tax breaks from the Town of Brookhaven Industrial Development Agency to equip the facility, according to Brookhaven Logistics Center's [application](#) to the IDA.

If the deal is approved, Atlanta-based Home Depot would lease the yet-to-be-built, 414,000-square-foot building for 15 years, according to the application.

The new development would sit on 50.64 acres on the Northern end of a massive swath of land South of the Long Island Expressway, slated to become a warehouse development under a 2021 deal with the IDA.

The developer behind the warehouse project, another NorthPoint affiliate, already secured 15 years of tax breaks for the overall warehouse project, which run through 2037, according to a [2021 IDA resolution](#) and the IDA's 2024 [annual report](#).

Sign up for the Daily Business newsletter

Stay in the know on jobs, retail and all things business across Long Island.

Sign up

By clicking Sign up, you agree to our [privacy policy](#).

The project is part of Home Depot's "larger, multiyear North American supply chain expansion plan," according to the application, and comes as the company looks to grow its business to serve larger contractors as well as individual consumers.

"Home Depot is making a significant investment in updating their supply chain with state-of-the-art distribution facilities throughout the U.S.," Kevin Reddick, the company's senior director of tax counsel, wrote to the Brookhaven IDA in the application. "Residents and local construction companies in the region will benefit from an enhanced delivery service of the tools and materials."

The new development is not a done deal; the Brookhaven IDA needs to hold a public hearing on the project first, which has not yet been scheduled, said IDA chief executive Lisa Mulligan.

Home Depot requested sales tax exemptions of around \$481,250 to renovate the building once it's completed, which it estimates will cost \$11 million.

If approved, the new center would create an estimated 200 jobs, with salaries ranging from \$97,702 per year to \$191,127 per year and hourly wages ranging from \$23 to \$24.50, according to the application.

The project comes as Home Depot looks to expand its business to target larger contractors, said Marius Morar, a managing director at Zelman, who does market research on Home Depot.

Home Depot [acquired](#) SRS Distribution, Inc., a massive building products distributor, in 2024 and later [bought](#) GMS Inc., a drywall, ceiling and steel framing distributor in 2025, according to new releases from the company. Just last month, it purchased Mingledorff's, Inc., a wholesale distributor of heating, ventilation and air conditioning, according to a news [release](#).

Those acquisitions fit with the company's strategy of going after larger contractors, beyond just consumers and smaller contractors, Morar said. And it could help the already massive, billion-dollar company grow even more, at a time where residential home renovations have slowed, Morar added.

"They are already serving smaller contractors," Morar said. "But now, as they expand more into broad distribution, they can sell more to larger contractors."

By Celia Young

celia.young@newsday.com

Developer seeks Brookhaven Town rezoning to add 1.7 million-square-foot distribution center in Yaphank

Listen • 6:10 Automated narration. [Learn more](#)



A rendering of one of the warehouses proposed by NorthPoint Development for the Yaphank site. Credit: NorthPoint Development

By Carl MacGowancarl.macgowan@newsday.com[CarlMacGowan](#) Updated April 6, 2026 3:31 pm

Share

A Kansas City, Missouri, development company is asking Brookhaven officials to rezone almost 40 acres of land at a Yaphank industrial complex for a 1.7 million-square-foot distribution center that would be among the largest on Long Island.

The \$205.8 million complex, slated to be called Suffolk Business Park, would include seven buildings, each comprising more than 200,000 square feet of space, in a trapezoid-shaped industrial area south of the Long Island Expressway between it, Horseblock and Sills roads and Yaphank Avenue.

Details of the project, including potential tenants, were not disclosed during a March 26 public hearing at Brookhaven Town Hall in Farmingville.

Nothing would be built at the site until about 2033, and then only if tenants have agreed to occupy buildings there, said Andrew Villari, development manager of NorthPoint Development, the property's Kansas City-based owner.

WHAT NEWSDAY FOUND

- **Kansas City-based NorthPoint Development** is asking Brookhaven Town to rezone nearly 40 acres at a Yaphank industrial site to build a 1.7 million-square-foot distribution center.
- **The complex, to be called Suffolk Business Park**, would among the largest on Long Island.
- **Critics say many existing warehouse facilities** have vacancies. But experts say new warehouses are badly needed on Long Island.

NorthPoint Development, through subsidiary Brookhaven Logistics Center LLC, is asking the town to change the zoning of a 38.9-acre parcel that currently is zoned for single-family homes. The parcel is part of a 228-acre property where Suffolk Business Park would be built, the company said in papers filed with the town.

Over 70 acres, or nearly 33% of the 228-acre parcel, would be preserved as open space, the company said.

The town board reserved decision on the zoning request and did not schedule a vote.

Suffolk Business Park would join two neighboring projects, also owned by NorthPoint Development, including a [freight terminal](#) connected to a 3.4-mile rail spur and the proposed 999,000-square-foot Long Island Rail Terminal distribution center. NorthPoint also is building a \$157 million, 414,000-square-foot [Home Depot warehouse](#) at the industrial park.

At 1.7 million square feet, Suffolk Business Park would dwarf even the largest Long Island distribution centers built in recent years or under construction, such as the [Trader Joe's](#) complex in Islandia (922,084 square feet) and Melville's [Mid-Island Logistics Center](#) (940,000 square feet).

For comparison, the recently expanded American Airlines terminal at Kennedy Airport has about 1.6 million square feet.

Gauging the demand



Above, how the site looked in 2023 when owned by Brookhaven Rail Terminal. Credit: Newsday/Steve Pfost

The Yaphank plan faced no explicit opposition from residents or town officials at the March 26 hearing. But Councilman Michael Loguercio expressed skepticism that the warehouses would find occupants.

"We have so many vacant warehouse spaces that I don't understand how you're going to attract a tenant," he said.

Villari said it can take years to fill warehouse space. But he said the company is confident the complex will find tenants because Long Island's "[economic] fundamentals are very strong," with household incomes above the national average.

"We wouldn't build it if we didn't know what was going there," Villari said, adding nothing would be built until tenants agree to sign leases. "It really just depends on market conditions ... but we'd love to bring someone here and build that building."

Newsday has previously reported at least [56 warehouse projects](#) comprising 18 million square feet of space have been proposed on Long Island in recent years.

Thomas DeLuca, a managing director of Manhattan real estate firm Cushman & Wakefield, who specializes in Long Island's warehouse market, agreed that the Yaphank project will find plenty of interest.

“The market is definitely still in need of more of it, even with the 5 million square feet [of warehouse space] delivered in the last five years,” DeLuca said last week in a telephone interview. “What is being perceived as vacancies in the market, five years from now that narrative will change.”

Once Brookhaven Rail Terminal property

The Suffolk Business Park proposal is the latest development at a sprawling industrial site that, under its former owner, Brookhaven Rail Terminal, had a history of lawsuits and environmental conservation law violations stretching back almost two decades.

In 2015, Brookhaven Rail Terminal was fined a minimum of \$150,000 by the state Department of Environmental Conservation for [illegal dumping](#) and [unauthorized sand mining](#).

The company sold the 228-acre site in 2024 to NorthPoint Development as part of a complex agreement in which West Babylon trash hauler Winters Bros. Waste Systems agreed to [drop plans for a waste transfer station](#) at the site. As part of the deal, NorthPoint announced it would build the warehouse complex to replace the waste station.

The agreement was reached with the Brookhaven and state chapters of NAACP, local residents and Farmingdale nonprofit Citizens Campaign for the Environment, which had [sued the town](#) to block the trash processing facility. A state Supreme Court judge had [dismissed the lawsuit](#) months before Winters Bros. canceled its plans.

Supervisor Dan Panico expressed frustration at the March 26 hearing that the warehouses would generate additional truck traffic in the area.



Brookhaven Town Supervisor Dan Panico. Credit: Newsday / Drew Singh

Villari said the complex would add about 34 trucks per hour at peak times on Horseblock Road, or about one truck every two minutes.

Noting that the Winters Bros. facility would have been served by a commercial rail spur, potentially reducing the impact on local roads, Panico said the warehouses "instead will be served by trucks."

Yaphank Civic Association president Chad Trusnovec, the only resident to speak at the hearing, said he had "many, many concerns" about the NorthPoint project, including traffic, noise and pollution.

"If it goes through to its fruition complete, it will change the landscape forever. This is not something you come back from," Trusnovec told the town board, adding he was not for or against the zoning change.

"Absolutely the biggest concern that I hear every single day in my town [is], 'What about us?' " Trusnovec added. " 'When is it that the town of Yaphank is going to get something in return?' "



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.

Beer distributor Clare Rose, founded in Patchogue, to be bought by national liquor and wine business Southern Glazer's

Listen • 2:43 Automated narration. Learn more



The Clare Rose facility in Shirley. Credit: Randee Daddona

By Victor Ocasiovictor.ocasio@newsday.com@Victor Ocasio Updated April 7, 2026 7:37 am

Share

Longtime beer distributor Clare Rose Inc. of East Yaphank is being sold to major U.S. liquor and wine distributor Southern Glazer's Wine and Spirits, the purchasing company has announced.

Clare Rose, founded in Patchogue in 1936 as a small soda distributor, distributes Anheuser-Busch brands, including Budweiser, Bud Light and Busch Light, to nearly 5,000 restaurants, bars and retailers across Nassau and Suffolk counties. The sale, [announced in March](#), is expected to close during the first half of the year, Miami-based Southern Glazer's announced in a news release.

"We are thrilled to welcome the Clare Rose team to the Southern Glazer's family," Wayne E. Chaplin, president and chief executive of Southern Glazer's said in a statement. "Clare

Rose's long-standing reputation for operational excellence, coupled with its exceptional people and portfolio, makes this a natural fit for our growth strategy."

Officials with the two companies did not disclose the proposed purchase price of the deal, though the acquisition is expected to close in late May, Rose confirmed.

"For more than 90 years, Clare Rose has proudly served Long Island with unwavering dedication to our customers, brands, and community," Sean Rose, CEO of Clare Rose said in a statement.

Sign up for the Daily Business newsletter

Stay in the know on jobs, retail and all things business across Long Island.

Sign up

By clicking Sign up, you agree to our [privacy policy](#).

"We couldn't be more pleased to transition our business to another multi-generational family company that shares our values, our commitment to people, and our passion for building great brands," Rose said.

The deal will add to Southern Glazer's — one of the largest distributors of wine and liquor in the U.S. — existing local operations and expand its alcohol offerings, the company said. In addition to beer, the acquisition will also bring the distribution of "hard beverages" like Cutwater Spirits, Nütrl Vodka Seltzer and BeatBox Beverages.

Southern Glazer's "plans to continue operations" at Clare Rose's East Yaphank headquarters and distribution hub, the company said.

The liquor distributor has several facilities along Underhill Boulevard in Syosset, where it employs around 1,000 workers.

Southern Glazer's, a family-owned business, has operations in 47 U.S. markets and Canada, the company said.

In November, the company announced it had [completed the purchase of Anheuser-Busch's](#) own in-house New York City distribution business, launching its recently regional distribution business Southern Glazer's Beverage Company of New York.

The purchase allows Southern Glazer's to distribute Anheuser's line of products throughout Manhattan, Queens, Staten Island and the Bronx, [the companies said](#).

By [Victor Ocasio](#)

victor.ocasio@newsday.com@Victor_Ocasio

International Asbestos Removal seeks tax breaks, faces hurdles in quest to relocate to Sayville



The company wants to relocate its headquarters to 101 Main St., which used to house a Rite Aid pharmacy. Credit: Newsday/Steve Pfost

By Sam Kmacksam.kmack@newsday.com Updated April 5, 2026 5:47 pm

Share

A contractor business wants more than \$300,000 in tax breaks to move into the old Rite Aid property on Sayville's Main Street, but the hamlet's town board representative contends the project doesn't have enough economic payoff to justify the subsidies.

Babylon-based International Asbestos Removal, the company behind the proposal, does work ranging from the installation of HVAC systems to the removal of lead and asbestos from old buildings, according to Islip Economic Development Director John Walser.

The company wants to relocate its headquarters to 101 Main St. in Sayville, a 0.75-acre property that houses the now-empty 13,035-square-foot former pharmacy. It's less than 500 feet from the remains of the Main Street stores that were [devastated by a fire in 2024](#).

International Asbestos is asking Islip Town's [Industrial Development Agency](#), or IDA, for an estimated \$321,000 worth of tax breaks over the next 10 years to help it renovate and move into the existing Main Street building, according to Walser and the tentative proposed IDA

contract. In exchange, the company promised its project would support 56 jobs in Islip, whether those positions are brought in from Babylon or created anew.

Company's prospective new home

- **The address, 101 Main St.** in Sayville, is about $\frac{3}{4}$ of an acre.
- **A Rite Aid drugstore** formerly occupied the site.
- **It's less than 500 feet from** the remains of Main Street stores devastated in a 2024 fire.

Retail vs. other uses

But Islip Town Board member John Lorenzo said a project that would make office space out of retail property in Sayville's recovering downtown doesn't warrant town tax breaks.

"We have a downtown Sayville that is going through a transition right now — there are many stores and businesses coming in and out," Lorenzo said. "I don't see the economic development portion of this application."

Islip's [five-member town board](#), which also governs the IDA, voted unanimously March 24 to hold off on deciding whether to subsidize the project. International Asbestos did not respond to a request for comment.

The IDA often grants tax breaks to companies that promise to create jobs or specialized housing, but it rarely does so for projects in retail-heavy areas such as Main Street Sayville.

"IDAs have a prohibition on retail, that's why you don't see a lot of projects in our downtown areas," Walser said. "This is a corporate headquarters, so it would be an office setting."

Islip's zoning rules allow for everything from barber shops to museums and office spaces on the Sayville property, but Lorenzo was unconvinced that the IDA should subsidize a shift away from retail in the downtown corridor.

"That space has been retail forever — as long as I remember it has been retail," he said.

"IDA benefits, I believe, should have some kind of downtown economic draw if it's going to be used in the downtown."

\$5M capital investment seen

International Asbestos' tentative IDA deal would include about \$75,000 in sales tax breaks and another roughly \$13,500 in mortgage recording tax breaks, according to Walser.

The company also would get a decade-long discount on its property tax bill, which totaled about \$84,719 in 2026. Walser estimates the discount would be worth about \$233,000 over

the 10-year period, during which the company would still pay about \$699,000 in property taxes.

“It represents a \$5 million capital investment,” Walser said about the project. “They will bring 45 professionals — including administrators, estimators, project managers and supervisors — and that number is expected to grow to 56 within two years.”

IDAs can claw back tax breaks if job creation targets aren't met, but Islip's rarely does. For example, the town has yet to rescind \$2.6 million in subsidies it granted [a warehouse on Veterans Memorial Highway in 2021](#), which remained empty as of the end of last month, despite being required to find a tenant by March.

It's unclear whether the International Asbestos project will be reconsidered by Islip's IDA. The next town board meeting is scheduled for April 21.



By **[Sam Kmack](#)**

sam.kmack@newsday.com

Sam Kmack covers the Town of Islip for Newsday. He is a graduate of the University of Southern California and previously worked as a city watchdog reporter in the Phoenix metro area, as well as an investigative journalist at the Arizona Center for Investigative Reporting.

Broadridge Financial Solutions gets \$2.4 million in tax breaks to keep 60 jobs in Islip Town



The Broadridge Financial Solutions building at 120 Wilshire Blvd. in Edgewood Monday. Credit: Barry Sloan

By James T. Madorejames.madore@newsday.com[JamesTMadore](#) Updated March 25, 2026 5:33 am

Share

[Broadridge Financial Solutions Inc.](#), one of Long Island's largest employers and highest-valued public companies, won more than \$2 million in additional property tax breaks on Tuesday for two facilities in Islip Town.

The town board, which also serves as the board of the Islip Town Industrial Development Agency, voted unanimously to approve the incentives that potentially could stretch to 15 years.

The tax aid is part of a larger initiative that also involves Suffolk County and New York State and is aimed at keeping Broadridge from moving work to other states.

"This is part of a coordinated effort to retain Broadridge," said Islip IDA director John G. Walser, adding that the Suffolk IDA and Empire State Development, the state's primary business-aid agency, have already granted more assistance to the company.

Broadridge functions as one of [Wall Street's back offices](#) by delivering more than 7 billion documents to shareholders each year and processing trillions of dollars in stock trades each day. Besides its local operations, the fast-growing company has offices in Manhattan, Europe, Asia and Australia.

Sign up for the Daily Business newsletter

Stay in the know on jobs, retail and all things business across Long Island.

Sign up

By clicking Sign up, you agree to our [privacy policy](#).

Securities filings show Broadridge reported a profit of \$839.5 million for the year ended June 30 on revenue of \$6.9 billion.

Last month, Gov. Kathy Hochul announced the [company's commitment to invest nearly \\$80 million](#) in its Long Island facilities and retain 2,200 jobs statewide in return for the new tax breaks and grant funding.

Broadridge [had considered closing one of four facilities](#) in Edgewood, a hamlet in Islip, and its Lake Success headquarters to save up to \$270 million over 10 years. The plan would have reduced the company's workforce in New York State to about 750 employees, according to an application for tax incentives from the Suffolk IDA last year.

Broadridge had considered transferring work and jobs to California, Connecticut, Florida, Tennessee and Texas, where it also has facilities, the application states.

On Tuesday, the Islip IDA granted \$2.4 million in property tax savings over 12 years with an option to extend the savings for a further three years under certain conditions. The tax savings are for 120 Wilshire Blvd. and 300 Executive Dr. in Edgewood. Broadridge rents a portion of the total space from both.

In return, the company will invest \$725,000 in the buildings and retain 60 jobs, according to Walser, the IDA official.

State records show the properties have received tax aid for about a dozen years under an agreement reached in 2012.

After the IDA vote, Angie Carpenter, the agency's board chair and Islip supervisor, told Newsday, "Broadridge not only provides high-quality jobs for our residents but also reinforces the town's reputation as a hub for innovation and economic opportunity."

Broadridge spokesman Gregg L. Rosenberg said the company appreciates Islip "recognizing that there is significant competition from other states in attracting strong and

growing companies. We thank the IDA for addressing this competition and taking steps to keep high-quality jobs on Long Island."

Islip's action follows the [Suffolk IDA awarding \\$17 million](#) in additional tax breaks over 12 years for Broadridge's other two facilities in Edgewood and Empire State Development, providing up to \$40 million in grants and tax credits.

The board of the state Power Authority next week will consider an application from Broadridge to extend the allocations of low-cost electricity that it already receives, said spokeswoman Natalie Asitimbay.

State records show Broadridge's Edgewood facilities receive 2,400 kilowatts in return for retaining 1,713 jobs.



By [James T. Madore](#)

james.madore@newsday.com[JamesTMadore](#)

James T. Madore writes about Long Island business news including the economy, development, and the relationship between government and business. He previously served as Albany bureau chief.

A plan for 300 apartments at former Kmart site in Middle Island gains traction

Listen • 4:40 Automated narration. Learn more



Brookhaven Councilman Michael Loguercio, here at the site of the former Kmart, said he supports the redevelopment plan. Credit: Newsday/Steve Pfost

By Carl MacGowancarl.macgowan@newsday.com[CarlMacGowan](#) Updated March 23, 2026 4:54 pm

Share

Garden City developer Wilbur Breslin is proposing a mixed-use development in Middle Island calling for nearly 300 rental apartments, a grocery store, two restaurants and a park with ballfields and a walking trail.

The project, called the Meadows at Artist Lake, would be built on the Middle Country Road site of a Kmart department store that closed two decades ago. What remained of the store was [torn down](#) about 10 years ago after the body of a gunshot victim was found nearby, Newsday previously reported.

Breslin and his firm, Breslin Realty Development Corp., had cited plans to develop the 74-acre site when it rejected multiple offers from Suffolk County to [purchase the property](#) for a potential park.

The new proposal requires a [Brookhaven Town](#) zoning change. And because it lies within the environmentally sensitive pine barrens, where development is severely restricted, it may need a so-called "hardship waiver" from the Central Pine Barrens Joint Planning and Policy Commission, which supervises the 105,000-acre preserve in Brookhaven, Riverhead and Southampton towns.

Hardship waivers are awarded if developers can show pine barrens restrictions are unduly harsh and their project's public benefits outweigh environmental concerns.

Brookhaven Supervisor Dan Panico, who sits on the Pine Barrens Commission board with the Riverhead and Southampton town supervisors and Suffolk County Executive Edward P. Romaine, said he expects the commission to issue a ruling "in the next couple of months."

"This property needs to be redeveloped and has sat far too long as an eyesore," he said Friday in a phone interview.

Development of the Kmart predated the law that preserves the pine barrens, a town spokesman said.

Breslin Realty president Ken Breslin said Friday in an email the company was "aware of all Pine Barrens Commission requirements and intend to fully comply with them." He added the project was "early in the application process" and declined to comment further.

Restaurants, grocery part of plan



Crumbling asphalt at the site last week. Credit: Newsday/Steve Pfof

The proposal calls for 295 housing units in six multistory buildings; about half the units would be reserved for residents 55 and older, town and pine barrens commission officials said.

The project also includes two restaurants, a 104,000-square-foot grocery store with fuel pumps and a 29,000-square-foot park with ballfields, walking trails and basketball courts, officials said. About 29½ acres would be preserved as open space.

Brookhaven Councilman Michael Loguercio said he supports the plan because it would clean up a notorious eyesore. The property is still cluttered with asphalt and concrete from the department store, he added.

“I like the project,” he said Thursday in a telephone interview. “It’s nice to see something is going to happen there. And I think it’s going to be a great project for the community.”

Part of the property currently is zoned for residential uses and part of it for commercial uses, Loguercio said. The town will consider rezoning the entire property as a planned development district that allows both housing and retail, he said.

'Eager for a solution'



The closed store as it appeared in March 2016, just before it was demolished. Credit: Steve Pfof

The site has a troubled history, including the discovery of a gunshot victim in a wooded section of the parcel in April 2016. The vacant Kmart was torn down days later; the demolition had been scheduled before the body was found, officials said at the time.

Gail Lynch-Bailey, president of the Middle Island Civic Association, said she supports the project but has reservations about the fuel pumps.

“There’s still some things on it that we found surprising,” Lynch-Bailey said, referring to the gas pumps. But she said the proposal is an improvement over Breslin's previous plans for the site, which called for as many as 600 housing units.

“We have been eager for a solution for that [property]. That’s the largest blighted property in Middle Island,” Lynch-Bailey said in a phone interview last week. “A mixed-use project is something we have always asked for, and this delivers on that.”

Meadows at Artist Lake

The proposal calls for 295 housing units in six multistory buildings. About half the units would be reserved for residents 55 and older, officials said. The project also includes:

- Two restaurants
- A 104,000-square-foot grocery store with fuel pumps
- A 29,000-square-foot park with ballfields, walking trails and basketball courts
- About 29½ acres to be preserved as open space.



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.

Proposed Hicksville storage facility for small businesses wins \$1.6 million in tax breaks

Listen • 3:25 Automated narration. Learn more



The \$19.2 million project from Huntington developer Vault Equities would serve contractors and other small businesses. Credit: Courtesy of Vault Equities

By James T. Madorejames.madore@newsday.com[James T Madore](#) Updated March 23, 2026 5:34 am

Share

A divided Nassau County Industrial Development Agency board has voted to grant \$1.6 million in tax breaks to a proposed self-storage warehouse in Hicksville for use by contractors and other small businesses.

In a 5-0 vote with one abstention earlier this month, the board backed the \$19.2 million project from [real estate developer Vault Equities](#). The proposal involves the [construction of three-story, 108,000-square-foot building](#) on a lot that's been vacant for more than 30 years.

But even with the tax relief, Huntington-based Vault will pay more to the school district and other local governments than the \$144,405 that they now receive annually, according to the

application for IDA assistance. Agency records, though, show the developer will save about \$1 million in property taxes over 15 years.

IDA board member Reginald Spinello, a former Glen Cove mayor, said warehouse projects, like the one proposed for Hicksville, don't deserve many years of property tax savings because they create just a few jobs.

"This is taxpayer money that we're giving you. ... Taxpayer money demands community benefit and I don't see a real community benefit here," Spinello said at the March 12 board meeting before abstaining on the approving resolution vote.

Sign up for the Daily Business newsletter

Stay in the know on jobs, retail and all things business across Long Island.

Sign up

By clicking Sign up, you agree to our [privacy policy](#).

"I want to see some businesses opening up and some jobs and some real [economic] stimulus — then we're doing something with the taxpayer money," he said.

The warehouse will have one full-time employee, earning \$90,000 per year, and two part-time employees, each earning \$11,100 per year, the application states.

The other IDA board members didn't respond to Spinello's comments during the meeting.

Afterward, agency chairman William Rockensies told Newsday, "The small businesses that rent space in this warehouse to store their equipment and supplies will grow and will hire more people."

It's been rare since 2019 for Nassau IDA board members to abstain from voting on tax-break deals.

Notable examples include additional help for the [bankrupt Harborside retirement community](#) in Port Washington and a distribution facility in Syosset for [Nestlé Waters North America Inc.](#) Records show the abstentions weren't enough to stop the incentives from being approved for the projects.

Dan Baker, Vault's real estate attorney, said last week his client needs the tax savings to secure financing.

"Lenders want to make sure the numbers are sufficient to allow the project to be built and then to grow into itself, that they can catch up to all of the costs of development through relief in the real estate taxes," he said in an interview.

Baker and others noted the Hicksville warehouse at 350 South Broadway will increase the property's value because now it's only being used to store landscaping vehicles and equipment and heavy trucks.

The warehouse would be divided into climate-controlled storage units for rent, according to the IDA application.

Besides the property tax savings, Vault was granted a sales-tax exemption of up to \$544,253 on the purchase of construction materials, equipment and furnishing, plus up to \$90,000 off the mortgage-recording tax, IDA documents show.



By [James T. Madore](#)

james.madore@newsday.com[JamesTMadore](#)

James T. Madore writes about Long Island business news including the economy, development, and the relationship between government and business. He previously served as Albany bureau chief.

Schools vs housing, Blakeman's public funding rejection

Listen • 5:07 Automated narration. [Learn more](#)



Fairfield apartments in Farmingdale. Developers are granted tax abatements for much of the housing proposed today, meaning that little or no taxes are provided to school districts. Credit: Rick Kopstein

By **Newsday Readers** letters@newsday.com April 7, 2026 5:00 am

Share

Builders must pay schools fair share

Mike Florio's essay unfairly positions school districts as an obstacle to Long Island's growth ["Districts can't afford to oppose housing," Opinion, April 3]. As a Half Hollow Hills parent, I want to be clear: Our school districts welcome all new students. However, we must ensure the costs of educating them are covered by the development generating them.

The narrative that declining enrollment makes development "free" for districts is a fallacy. While raw head counts may have dipped, the complexity of student needs has surged, requiring more specialized staffing and resources per pupil. Additionally, school district expenditure increases have significantly lagged inflation, further stretching district budgets.

According to Niche.com, Long Island has nine of the top 10 school districts in the state. We should be protecting our institutions, not undermining them with one-sided industrial development agency incentives.

While developers seemingly view IDA tax abatements as a birthright, residents and schools should not be forced to subsidize high-density projects for a purported “regional benefit.” Rather than attacking districts that are doing an admirable job with the reality they are dealt, organizations like the Long Island Builders Institute should collaborate on real solutions such as liability waiver “hold harmless” agreements and lobbying for changes in IDA and school budget law.

— **Daniel Bryant, Melville**

Sign up for the Viewpoints newsletter

A roundup of highlights from Newsday's Opinion Department.

Sign up

By clicking Sign up, you agree to our [privacy policy](#).

This essay was misleading. School districts are only concerned about residential building when it means that no taxes would be contributed to the education of the children who live in the new apartments. Developers are granted tax abatements, which means that little or no taxes are provided to the districts. The costs then fall on the existing homeowners to cover new teachers, custodians, buses, and other things that the new students need. Declining enrollment has provided room for the new students, but that is not the issue. School districts do not want to revert to austerity, which hurts all students.

The community knows that new housing is needed, but the developers do not want to build the type of housing we have been asking for. We want more small apartments, possibly some studios with efficiency kitchens and Murphy beds, which would be more affordable. But those types of units do not make enough money for the developers. Claiming that development isn't financially feasible without tax abatements translates to greedy developers wanting to make a bundle.

— **Nancy Cypser, Farmingdale**

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

DATE: April 7, 2026

APPLICATION OF: SOSUNRISE LLC
Name of Owner and/or User of Proposed Project

ADDRESS: 12 Elm Lane
Stony Brook, New York 11790

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 general contractors and 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

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
PART IX	SPECIAL REPRESENTATIONS
PART X	REPRESENTATIONS RELATED TO PROJECTS PROVIDING HOUSING
PART XI	CERTIFICATION
EXHIBIT A	Proposed PILOT Schedule
SCHEDULE A	Agency's Fee Schedule
SCHEDULE B	Construction Wage Policy
SCHEDULE C	Recapture and Termination Policy
SCHEDULE D	Agency Payment in Lieu of Taxes (PILOT) Policy
SCHEDULE E	Background, Credit and Litigation Review Authorization Form
SCHEDULE F	Organization Chart of Applicant

Part I: Owner & User Data

1. Owner Data:

A. Owner (Applicant for assistance): SOSUNRISE LLC

Address: c/o Kelly Developers, 15 Elm Lane

Stony Brook, New York 11790

Federal Employer ID #: pending Website: N/A

NAICS Code: N/A

Owner Officer Certifying Application: Michael Kelly

Title of Officer: Sole 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: Certilman Balin Adler & Hyman, LLP

Address: 100 Motor Parkway, Suite 560

Hauppauge, NY 11788

Individual Attorney: J. Timothy Shea, Jr., Esq.

Phone Number: 631-979-3000 E-mail: tshea@certilmanbalin.com

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

Name	Percent Owned
Michael Kelly	100%
_____	_____
_____	_____

Please attach to this Application as **Schedule F** an Organization Chart of Applicant.

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:

N/A

I. List parent corporation, sister corporations and subsidiaries:

N/A

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:

Michael Kelly - Westfield Green (Suffolk IDA); The Arboretum (Brookhaven IDA); and C and K at Cordwood Estates LLC (Brookhaven IDA)

K. List major bank references of the Owner:

Dime Savings Bank - Patchogue

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: N/A

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")

N/A

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: N/A

Address: _____

Individual Attorney: _____

Phone Number: _____

E-mail: _____

F. Principal Stockholders or Partners, if any:

Name	Percent Owned
<u>N/A</u>	_____
_____	_____
_____	_____

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)

N/A

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

N/A

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

N/A

- 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:

N/A

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

N/A

- 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:

N/A

- L. List major bank references of the User:

N/A

Part II – Operation at Current Location

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

1. Current Location Address: N/A

2. Owned or Leased: N/A

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

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

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

A. If yes, list the Address: N/A

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: N/A

- 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:
N/A

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

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

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):

N/A

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: Sunrise Hwy. So. Service Rd & Robinson Rd., E. Patchogue, NY 11772

B. Tax Map: District 0200 Section 995 Block 05 Lot(s) 3
 0200 956 02 1 & 2
 0200 973.40 04 2
 0200 973.50 01 8 & 9

C. Municipal Jurisdiction:

- i. Town: Brookhaven
ii. Village: N/A
iii. School District: Patchogue Medford UFSD

D. Acreage: approx. 13 acres

3. Project Components (check all appropriate categories):

- A. Construction of a new building Yes No
 i. Square footage: 85,000 sf in the aggregate
- B. Renovations of an existing building Yes No
 i. Square footage: _____
- C. Demolition of an existing building Yes No
 i. Square footage: _____
- D. Land to be cleared or disturbed Yes No
 i. Square footage/acreage: approx. 7.74 acres
- E. Construction of addition to an existing building Yes No
 i. Square footage of addition: _____
 ii. Total square footage upon completion: _____
- F. Acquisition of an existing building Yes No
 i. Square footage of existing building: _____

- G. Installation of machinery and/or equipment Yes No
i. List principal items or categories of equipment to be acquired: appliances & equipment to equip rental apartments (stoves, refrigerators, etc.)

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 Attached
- B. Present use of the proposed location: Vacant Land
- C. Is the proposed location currently subject to an IDA transaction (whether through this Agency or another?) Yes No
i. If yes, explain: _____

- D. Is there a purchase contract for the site? (If yes, explain): Yes No
Applicant is in Contract to acquire the property from the current owners

- 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: Principals are real estate developers, builders and landlords of miscellaneous real estate developments

- B. Proposed product lines and market demands: Subject property is approved to construct a 64 Unit PRC (55 and older) multi-family development (rental apartments) with associated amenities

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

Page 11 - 4.A.i

Present Owners of the site:

CTC Associates and related individuals: Gasper Celauro & Judith Celauro, Douglas
& Jean Ann Terry, John & Joanne Celauro

- 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):

This development will provide a needed source of housing for people 55 and older in the location and live a maintenance free lifestyle. It will provide 14 affordable housing units, including a percentage set aside for veterans and adults with disabilities

- 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?

A state of the art onsite STP will be constructed at the site. Individual units will be HERS rated and appliances will be energy star rated. Approximately 4 acres of open space will be preserved and dedicated to the Town of Brookhaven.

- G. Will the Project provide onsite child care services or otherwise facilitate new child care services? Yes No

- i. If yes, please describe the nature and extent of such childcare services: _____
-

- H. Does the Project propose the creation or provision of housing? Yes No

- i. If yes, please, please fill out Part X - Representations related to Projects Providing Housing.

6. Project Work:

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

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

B. What is the current zoning? PRC/55 and older MF

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: Zoning and site plan have been approved

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: May 2026

ii. Construction/Renovation/Equipping: December 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 24 months from the start of construction

Part IV – Project Costs and Financing

1. Project Costs:

A. Give an accurate estimate of costs 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>3,300,000.00</u>
Building(s) demolition/construction	\$ <u>15,110,000.00</u>
Building renovation	\$ <u>N/A</u>
Site Work	\$ <u>6,700,000.00</u>
Machinery and Equipment	\$ <u>300,000.00</u>
Legal Fees	\$ <u>50,000.00</u>
Architectural/Engineering Fees	\$ <u>350,000.00</u>
Financial Charges	\$ <u>1,500,000.00</u>
Other (Specify)	\$ <u>1,000,000 (Pine Barrens Credits)\$1,300,000 (GC/Developer Fee)</u>
Total	\$ <u>29,610,000.00</u>

Please provide the percentage of materials and labor that will be sourced locally (Suffolk/Nassau Counties) 100% of work will be sourced from Nassau/Suffolk

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. **Please initial below to confirm and acknowledge your understanding and acceptance of the foregoing.**

Initial @

2. Method of Financing:

	Amount	Term
A. Tax-exempt bond financing:	\$ _____	_____ years
B. Taxable bond financing:	\$ _____	_____ years
C. Conventional Mortgage:	\$ <u>25,000,000.00</u>	<u>30</u> years
D. SBA (504) or other governmental financing:	\$ _____	_____ years
E. Public Sources (include sum of all State and federal grants and tax credits):	\$ _____	
F. Other loans:	\$ _____	_____ years
G. Owner/User equity contribution:	\$ <u>4,610,000.00</u>	_____ years
Total Project Costs	\$ <u>29,610,000.00</u>	

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

0%

3. Project Financing (please only respond if you selected "Taxable Bonds" or "Tax-Exempt Bonds" in "Part III - 1. Project Type" above:

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:

No

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

No

Part V – Project Benefits

1. Mortgage Recording Tax Benefit:

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

\$ 25,000,000.00

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

\$ 187,500.00

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):

\$ 8,610,500.00

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

\$ 753,418.00

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: N/A

B. Agency PILOT Benefit:

i. Term of PILOT requested: 17 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. ****

2. Salary and Fringe Benefits:

Category of Jobs to be Created	Average Salary	Average Fringe Benefits
Salary Wage Earners	\$60,000.00	\$16,000.00
Commission Wage Earners	N/A	N/A
Hourly Wage Earners	N/A	N/A
1099 and Contract Workers	N/A	N/A

What is the annualized salary range of jobs to created? \$40,000.00 to \$65,000.00

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

~~Only the grant of the IDA benefits make the project economically feasible. The applicant will be unable to finance and/or construct project without them.~~

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?

Without the IDA benefits, the project will not be economically viable and the applicant would forego the project and the Town would lose the increased taxes and much needed housing for the subject population

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 *ca*

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 *ca*

7. 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 23, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended), 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 *ca*

8. 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.

Furthermore, Applicant shall in no event hold the Agency liable, and covenants to not sue for, monetary damages or claim any sort of monetary damages (i) for failure to perform a mandatory or discretionary obligation in connection with this Application, or any other cause of action arising from this Application or (ii) arising out of or connected with any dispute, controversy, or issue regarding the Application or interpretation or effect of the provisions of this Application.

Initial C

9. 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 C

10. 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 C

11. 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 C

12. 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 C

13. The Applicant agrees that it will abide by all federal, state, county and local laws, rules, regulations, licensing and administrative orders applicable to the within Project. 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. The Applicant acknowledges that if the provisions of the Agency's Construction Wage Policy are applicable to the Project, the terms of such Construction Wage Policy shall be binding on any contractor or subcontractor of any tier with respect to all Project work including, without limitation, the construction and/or renovation phase of such Project. The Applicant acknowledges that there has not been any debarment or suspension by any federal, state or local government agency or authority in the past (3) three years applicable to the Project.

Initial C

14. The Applicant confirms and hereby acknowledges that it has received the Agency's Background Credit and Litigation Review Authorization Form attached hereto as **Schedule E** and agrees to execute and deliver the same.

Initial C

15. The Applicant confirms and hereby acknowledges that the Agency informed the Applicant that, effective January 1, 2024, certain Construction work done under contract in connection with financial assistance from the Agency may be subject to the requirements of Section 224-a of the Labor Law of the State, including but not limited to the requirement that such Construction shall be subject to prevailing wage requirements of Section 220 and 220-b of the Labor Law of the State. In addition, such Construction work may be required by Section 224-a of the Labor Law (Section 224-a) to comply with the objectives and goals of minority and women-owned business enterprises pursuant to Article Fifteen-A of the Executive Law and service-disabled veteran-owned business pursuant to Article Seventeen-B of the Executive Law. Accordingly, the Applicant confirms that it will comply with any related provisions and requirements to be set forth in the transaction documents with the Agency concerning the Project.

Initial C

16. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). Applicant understands that all Project information and records related to this Application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.

Initial C

17. Applicant acknowledges that the Agency is entitled to request any and all additional information from Applicant it requires in its sole discretion in connection with reviewing this Application, and unless and until such information is provided to the Agency's satisfaction, this Application will remain incomplete.

Initial C

18. The Applicant acknowledges that the Agency is not bound by any precedent or prior course of conduct in connection with this Application (unless specifically required by applicable law).

Initial C

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).**

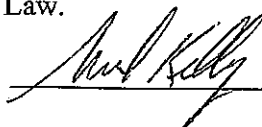
a. The completion of the entire project will not result in the removal of an industrial or manufacturing plant of the project occupant from one are of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state.

Representative of the Applicant: 

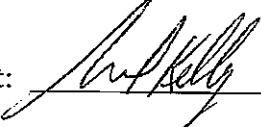
b. The completion of this entire project will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state because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

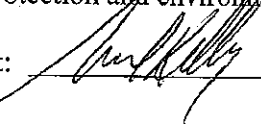
2. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New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

Applicant hereby represents that:

1. The total number of new dwelling units the Project proposes to create is: 64
2. The number of existing dwelling units the Project proposes to rehabilitate/renovate is: N/A
3. The number of new dwelling units the Project proposes to provide for occupants (but not on a transient basis) by individuals who are age 55 or over is: 64
4. The following table fairly represents the expected actual unit composition and affordability of the dwelling units at the Project:

	Total Number of Units	Number of Market Rate Units and associated range of expected monthly rental rates	Total Number of AMGI Restricted Units (please also complete the table below)
Studio		at \$	
One-bedroom		at \$	
Two-bedroom		50 at \$ 3,300-3,800	14
Three-bedroom		at \$	
Four-bedroom		at \$	
TOTALS (#)			

	Total number of AMGI Restricted Units at <u>50</u> % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at <u>80</u> % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at <u>120</u> % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at ___ % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at ___ % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at ___ % and associated range of expected monthly rental rates
Studio	at \$	at \$	at \$	at \$	at \$	at \$
One-bedroom	at \$	at \$	at \$	at \$	at \$	at \$
Two-bedroom	⁴ at \$ 1,856*	³ at \$ 2,411*	⁷ at \$ 4,453*	at \$	at \$	at \$
Three-bedroom	at \$	at \$	at \$	at \$	at \$	at \$
Four-bedroom	at \$	at \$	at \$	at \$	at \$	at \$
TOTALS (#)	4	3	7			

*These are gross rents and will be reduced to reflect a utility adjustment

5. Not less than 10% of the dwelling units the Project proposes to provide shall be reserved for occupancy (but not on a transient basis) as Affordable housing for residents whose income per unit based upon family size (provided that for purposes of determining the income of a unit, a unit which does not have a separate bedroom shall be deemed to have one occupant, and a unit which has one or more separate bedrooms shall be deemed to have one and one-half occupants for each separate bedroom) does not exceed 80% of AMGI for the current year (or if the AMGI shall cease to be issued, then such other index as the Agency may select) and the gross rent for such dwelling unit (as determined under 26 USCS §42 (together with the regulations promulgated thereunder, the "Tax Credit Law")) shall not exceed 30% of the annual Nassau/Suffolk AMGI for the applicable income group for such units. Not less than 10% of the dwelling units the Project proposes to provide shall be reserved for occupancy (but not on a transient basis) as Workforce housing for residents whose income per unit based upon family size (determined as above provided) does not exceed 120 % of the AMGI for the current year (or if the AMGI shall cease to be issued, then such other index as the Agency may select) and the gross rent for such dwelling unit (as determined under the Tax Credit Law) shall not exceed 30% of the annual Nassau/Suffolk AMGI for the applicable income group for such units (collectively, the "Affordability Requirements").

Initial C

6. Applicant hereby acknowledges Section 7(D)(j) of the Agency's Uniform Tax Exemption Policy, adopted on June 17, 2020 (the "UTEP"), and understands that Applicant will be required to enter into a contract and/or technical assistance agreement with a local not-for-profit housing advocacy group reasonably acceptable to the Agency, to administer the Affordability Requirements (as such term is defined in section 5 above).

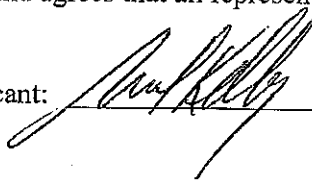
Initial C

7. The Project is subject to the following other affordability requirements, if any: (Please list any such requirements:

- a. Pursuant to the Town Code and Site Plan approval, 10% of the Units are to be set aside for rental units;
- b. _____;

Applicant hereby confirms and agrees that all representations made in this Part X are true and correct

Representative of the Applicant:

 _____

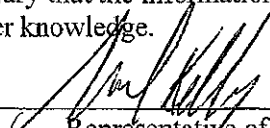
Part XI – Certification

Michael Kelly (Name of representative of entities submitting application) deposes and says that he or she is the Sole Member (title) of SOSUNRISE, 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 April, 2026
Kathleen A. Deinger
(seal)

KATHLEEN A. DEINGER
Notary Public, State of New York
No. 01DE6171749
Qualified in Suffolk County
Commission Expires July 30, 2027

**** Note: If the entities named in this Application are unrelated and one individual cannot bind both entities, Parts VII, IX, X and XI 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.



Lisa M. G. Multigan, Chief Executive Officer

Town of Brookhaven Industrial Development Agency

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 ¼ of one percent on any project costs in excess of \$25 million. Projects will incur 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) -	¼ of one percent of mortgage amount or \$5,000, whichever is greater.
Late PILOT Payment -	5% penalty, 1% interest compounded monthly, plus \$1,500 administrative fee per month.
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: March 25, 2026

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.

SCHEDULE E

Background, Credit and Litigation Review Authorization Form

I, Michael Kelly, give consent and authorize to the Town of Brookhaven Industrial Development Agency, including its officers, directors, affiliates, agents and representatives (the "Agency") the right to contact and obtain information from all references, credit reporting companies, financial institutions, governmental agencies or departments, and other agencies regarding my creditworthiness and background and to otherwise verify the accuracy of the information that I have provided in my application or other information which I have provided to the Agency for the purpose of applying for financial assistance. In connection with my application for financial assistance with the Agency, I understand that investigative background inquiries may be requested and obtained, including credit and criminal background history information. I hereby release from liability the Agency and its agents, employees and representatives for seeking, gathering, and using such information and all other persons, corporations, or organizations for furnishing such information.

I shall cooperate with the reasonable requests made by the Agency in connection with obtaining and completing the background, credit and litigation review process referenced herein. I agree to be responsible for the cost of such background, credit and litigation review and agree to reimburse the Agency for such expenses.

This authorization shall be perpetual and shall remain in full force and effect unless revoked by me in writing to the Agency. My revocation shall not affect in any way or manner any activities of the Agency in accordance with this authorization that occur or in process on or before the date that the Agency receives my written notice of revocation of this authorization.

Michael Kelly
Signature

3/31/26
Date

Michael Kelly
Print Name

SCHEDULE F

Organization Chart of Applicant

Please Insert

