Town of Brookhaven

Industrial Development Agency

Meeting Agenda

Wednesday, August 19, 2026 at 10:00 AM

1. Roll Call

2. Minutes

    a. July 15, 2026

3. CFO's Report

    a. Budget vs. Actual Report – July 31, 2026

4. Applications

    a. SPA 77 K L.P. / Staller Associates Realty, Inc.
    b. WB Woodcrest Commons, LLC

5. Resolutions

    Data Centers
    Resolution #15 – Banking & Investing

6. CEO'S Report

    a. Rail Realty, LLC
    WF Industrial XII, LLC
    b. Four L Realty Co.
    c. Lawrence Aviation Solar Farm, LLC
    New Interdisciplinary School Event

7. Executive Session

The next IDA meeting is scheduled for Wednesday, September 23, 2026.

Town of Brookhaven

Industrial Development Agency

Meeting Minutes

July 15, 2026

Members Present:	Frederick C. Braun, III Martin Callahan Mitchell H. Pally Ann-Marie Scheidt (via Zoom) Frank C. Trotta
Excused Members:	John Rose Vincent “Jimmy” Bonacasa
Also Present:	Lisa M. G. Mulligan, Chief Executive Officer Lori J. LaPonte, Chief Financial Officer Amy Illardo, Director of Marketing Jocelyn Linse, Executive Assistant Annette Eaderesto, IDA Counsel Barry Carrigan, Nixon Peabody, LLP Howard Gross, Weinberg, Gross & Pergament, LLP (via Zoom) Andrew Komaromi, Harris Beach Murtha, PLLC Andrew J. Schulson, Garfunkel Wild Dan Deegan, Forchelli Deegan & Terrana Nicole LaMontague, Core Concepts Contracting Heddy Yaish, Watch Hill Hotel Group, LLC Yair Yaish, Watch Hill Hotel Group, LLC Charles Asaro, Core Concepts Contracting James Manicone, JM2 Architecture Joe Gitto, The Gitto Group Peter Curry, Farrell Fritaz Rob Gitto, The Gitto Group Anthony Gitto, The Gitto Group Robert Panasci, Holtsville Energy Storage, LLC (via Zoom) Drew Gibbons, Holtsville Energy Storage, LLC (via Zoom)

Chairman Braun opened the IDA meeting at 12:19 P.M. on Wednesday, July 15, 2026, in the Agency’s Office on the Second Floor of Brookhaven Town Hall, One Independence Hill, Farmingville, New York. A quorum was present.

Meeting Minutes of May 27, 2026, June 16, 2026 & June 17, 2026

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

CFO's Report

Ms. LaPonte presented the Budget vs. Actual Report for the period ending June 20, 2026. Port Jefferson Commons, LLC closed and there was a sales tax extension of time for American Organic Energy, Inc. received.

All payroll taxes and related withholdings have been paid timely in accordance with Federal and State guidelines. All regulatory reports have been filed in a timely fashion. All PILOT payments have been received and disbursed within thirty days.

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

Watch Hill Hotel Group, LLC (Patchogue Hotel) – Application

This application is for an approximately $47 million five-story Hilton Tapestry hotel to be built in Patchogue Village. Forty full-time equivalent employees are anticipated; a twenty-year PILOT, exemptions from sales tax and a partial exemption from the mortgage recording tax have been requested for this 122-room hotel which will feature amenities such as a restaurant, gym, spa, infinity pool and event space. The project has received a change of zone and site plan approval from the Village. The applicant hopes to break ground by October with construction being completed by March of 2028. A Camoin study will be conducted to determine if a twenty-year PILOT is necessary to develop this hotel.

The motion to accept the application was made by Mr. Trotta and seconded by Mr. Callahan. All voted in favor.

<u>10 Donald’s Way, LLC – Gamus, LLC – Subtenant Application & Resolution</u>

Gamus, LLC is seeking to sublease the remaining warehouse space at the 10 Donald’s Way facility.

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

<u>Ronk Hub Phase 2A – FW One, LLC – Subtenant Application & Resolution</u>

This French bakery is seeking to be a subtenant at the Ronk Hub Phase 2A development.

The motion to accept the application and approve the resolution was made by Mr. Trotta and seconded by Mr. Pally. All voted in favor.

<u>CEO’s Report</u>

<u>Rail Realty, LLC</u>

This project requested to extend their PILOT by ten years and has stated they would invest $600,000 in their facility. When this 77-unit housing complex was constructed, there were no affordable units required; that requirement could be considered now. A Camoin study was included in the meeting packets. The project is offering to set aside twenty percent of units at eighty percent of the area median income (AMI). Representatives from Rail Realty provided more information on rental rates and planned improvements at their facility. Discussion will follow on structuring the PILOT.

<u>C and K Development, LLC / Cordwood Estates Request</u>

This project is close to closing but has requested an extension of their final authorizing resolution acceptance.

The motion to extend this approval until December 31, 2026, was made by Mr. Pally, seconded by Mr. Trotta and unanimously approved.

Holtsville Energy Storage, LLC Request

This project has also requested an extension of their final authorizing resolution acceptance.

The motion to approve this extension until October 1, 2027, was made by Mr. Callahan and seconded by Mr. Braun. All voted in favor.

August Meeting

Mr. Pally made a motion to move the August 19, 2026 start time to 10:00 A.M. The motion was seconded by Mr. Trotta and unanimously approved.

Bus Tour

A bus tour is being planned for late October.

At 1:15 P.M., Mr. Pally made a motion to enter executive session to discuss matters pertaining to the employment history of a particular person. The motion was seconded by Ms. Scheidt and all voted in favor. At 1:24 P.M., Mr. Pally made a motion to resume the regular agenda. The motion was seconded by Mr. Trotta and unanimously approved. No action was taken in executive session.

Mr. Pally made a motion to change the salary for an Agency staff member. The motion was seconded by Ms. Scheidt and all voted in favor.

Mr. Pally made a motion to close the IDA meeting at 1:25 P.M. The motion was seconded by Mr. Braun and unanimously approved.

The next IDA meeting is scheduled for Wednesday, August 19, 2026.

FORCHELLI
DEEGAN
TERRANA

DANIEL P. DEEGAN
PARTNER
DDEEGAN@FORCHELLILAW.COM

August 7, 2026

Town of Brookhaven Industrial Development Agency
1 Independence Hill
Farmingville, NY 11738

Attn: Lisa MG Mulligan, CEO

Re: Jefferson Station Project
450-572 Jefferson Shopping Plaza
Port Jefferson Station, NY 11776
SCTM: 0200-160-6-5.1, 5.2 & 19

Dear Ms. Mulligan:

Please be advised that this firm is assisting SPA 77 K L.P. ("Applicant") in connection with the above referenced proposed project for the redevelopment of a fully improved blighted property into a transformative mixed-use development at the above-reference site ("Project"). Enclosed please find: (1) the executed Application for Financial Assistance; (2) the Full Environmental Assessment Form; (3) the Town of Brookhaven SEQRA Determination; and (4) a check in the amount of $4,000 as payment for the Application Fee.

Applicant

The Applicant is an affiliate of Staller Associates Realty Inc. ("Staller Associates"), a fourth-generation commercial real estate development, ownership, management and brokerage company based on Long Island. Staller Associates successfully develops, owns, and manages numerous residential and commercial properties throughout Long Island. Staller Associates is a long-term real estate holder, illustrated by the fact that the Applicant has owned the subject property for over 70 years.

The principals of Staller Associates have a longstanding philanthropic history in the Town of Brookhaven, exemplified by four decades of support to Stony Brook University, including the Staller Center for the Arts, as well as the construction and ownership of the Coram Center, a day habilitation center for adults with intellectual and/or developmental disabilities ("I/DD").

Property Site and the Proposed Project

The Applicant owns a fee simple interest in the 10.372-acre property known as 450-574 Jefferson Shopping Plaza, Port Jefferson Station, New York (the "Premises").

The Premises are currently occupied by a nearly vacant shopping center, with one remaining tenant that plans to vacate in 2026. The Premises were deemed blighted in a Town-commissioned blight conditions study prepared by Nelson, Pope and Voorhis, LLC.

In September 2024, the Town Board unanimously voted to rezone the Premises to Commercial Redevelopment District, a newly enacted zoning district designed to spur the redevelopment of languishing, largely vacant, and functionally obsolete commercial properties over five acres throughout the Town.

The Project, known as “Jefferson Station,” is the result of several years of collaboration between the Applicant, the Town of Brookhaven, Suffolk County, and residents of the Port Jefferson Station/Terryville community. As a result of this collaboration, the Applicant has included many features in the Project requested by the community and the Town. The Project enjoys strong support from both local residents and the local business community. See the Times Beacon Record newspaper article, dated March 26, 2026, attached to the Application for Financial Assistance.

The Project consists of the following elements: (i) 280 apartments, of which 56 will be affordable and workforce for adults with I/DD; (ii) a 39,678 square-foot neighborhood lifestyle shopping center designed for small, independent retailers, restaurants, and service providers; (iii) a 5,000 square-foot innovation center; and (iv) a public civic plaza.

The Project will provide much needed rental housing in a very supply-constrained submarket in the Town of Brookhaven, near major employment centers, including Stony Brook University, Stony Brook University Hospital, Mather Hospital, St. Charles Hospital, and the Stony Brook Technology Park. In turn, the community’s local economy will greatly benefit from the purchasing power of the Project’s residents, who will spend disposable income at local restaurants, businesses, and retail establishments. This will help to catalyze the redevelopment of the NYS Route 112 commercial corridor between the Port Jefferson Station LIRR station and NYS Route 347, an area that the Town has targeted for mixed-use redevelopment.

Notably, the Project will provide 56 apartments for individuals with I/DD, a tremendously underserved population as it relates to housing on Long Island. These apartments will enable individuals to move out of group homes or their parents’ homes to live independently for the first time.

For the administration of the I/DD units, the Applicant will partner with the organization Young Adult Institute Inc. (“YAI”), a regional not-for-profit agency that provides services for people with disabilities. YAI is the largest provider of services in New York for people with I/DD. YAI will screen and select tenants who are able to move out of either group homes or their parent/guardian’s home and into an independent living environment. YAI will then provide these individuals with Community Habilitation support services, which assist them in building the skills necessary for independent living. YAI estimates that providing these services at Jefferson Station will create 10-12 full-time employees.

The Project includes a 5,000 square foot innovation center that will be operated by the Applicant. Modeled after innovation centers typically found on university campuses, such as Purdue, Georgia Tech, and Ohio State, the facility will provide an open floor plan office and gathering space, as well as a light maker space, for engineers, entrepreneurs and programmers to work, exchange ideas, develop prototypes, and meet with investors. The facility will include cutting-edge technologies like 3D printers, computer-aided design workstations for digital design and simulation, as well as high-performance AI workstations. It will also house flexible conference rooms that can be used for team work, meetings, and pitches.

Since Stony Brook University does not have a physical innovation center building of its own, Stony Brook's growing College of Engineering and Applied Sciences will be highly engaged in the facility's programming. The innovation center's programming will foster a collaborative entrepreneurial environment, while offering expert resources to provide feedback, assist with company formation and potentially make seed investments. It will also focus on community outreach, with STEM classes and competitions to educate members of the surrounding community. One of the Applicant's goals is to expose young people to STEM projects in order to inform their high school coursework, future college course selection, and career paths.

The Project will create hundreds of construction jobs, as well as an estimated 94 permanent FTEs after two years of operations and full lease-up of the retail space. Moreover, it is anticipated that the residents with I/DD, many of whom will not drive, will have potential employment opportunities within the adjacent retail portion of the Project.

Project Structure and Financing

The Applicant is investing $165 million in direct costs for the demolition and redevelopment of the Premises. In addition to the direct costs, the Applicant will contribute the land as equity, with a value to be determined by appraisal, estimated to be $25 million. Thus, the total capitalization is anticipated to be $190 million. The total project costs will be financed through a conventional mortgage of $110 million, with the remainder contributed by the Applicant as equity.

Requested Assistance

For over seven years, the Applicant has been working closely with the Town, County, and local community to revitalize a blighted section of the Town. The culmination of this work is the proposed Project. At all times during these discussions, it has been known to all parties that the Applicant will need IDA financial assistance in order to build the Project. Increased costs of construction, insurance and interest expense, as well as the unpredictability of the tax base, have made IDA financial assistance even more critically important. In addition, the scope and cost of the Project have increased significantly due to meeting the requests of the Town and community.

The following are several factors that distinguish the Project from more typical residential development projects, and that make IDA support even more justified:

1. The Project is in an area recognized by the Town as blighted and in great need of redevelopment.

2. The Town and a number of planning groups have been trying to redevelop this area for over 15 years. The Town approached Staller Associates almost ten years ago and asked it to redevelop the Premises because this site is the largest parcel in the blighted area.

3. The Project is a redevelopment of an already improved, blighted commercial property, which is much more expensive to develop than developing undeveloped land.

4. The Project is not a "gated community." It is not walled off from the neighborhood, but is designed to be an integral part of the community. As such, the Project will have an outsized positive effect on the community. Thus, the Project will not be merely another nice development, but will improve greatly the entire community.

5. The project will have a number of features that were requested by the Town and the adjacent community, including the following:

   a. The proposed project is a true mixed-use development with a substantial retail component, not just a few stores on the ground level. Developing a lifestyle retail shopping center for small independent merchants is very difficult today, since financing is not available for retail developments that are not pre-leased to national credit tenants. Moreover, this necessitated designing the residential buildings with very expensive concrete podiums with parking underneath, as opposed to designing traditional surface parking for the residential buildings. Therefore, meeting this request of a true mixed-use development requires IDA support.

   b. The community requested that the development include a bypass road from Terryville Road to Chereb Lane, in order to avoid two traffic signals on NYS Route 112. For years, the community has used the pavement behind the existing shopping center for this purpose. Adding a true bypass road built to today's standards will be very expensive.

   c. The proposed residential buildings are “forever” buildings built out of steel and concrete, rather than the wood structure used in apartment buildings throughout Long Island. While steel and concrete construction is significantly more expensive, it will ensure that the proposed buildings remain Class A buildings that will not deteriorate over time, thereby preventing the project from backsliding into a blighted property.

   d. The Town and the community both demanded much better, and more expensive, architectural design and materials for this highly visible project compared to what is used in most residential projects on Long Island. This means that the development will cost much more money, take longer to build, and also take longer for the Applicant to recoup a return on its investment. Attached are some renderings of the proposed development.

   e. In its discussions with the Town, the Applicant agreed to designate 20% of the residential units for individuals with I/DD with the following income limits: 5% at 50% of AMI; 5% at of 65% of AMI; 5% at 80% of AMI; and 5% at 95 of AMI. Therefore, the Project exceeds the Town’s 10% requirement for workforce and/or affordable housing. The quantity of these units and the corresponding low rents make IDA assistance even more necessary.

6. The Applicant will be partnering with YAI to provide assistance for the individuals with I/DD living in the 56 apartments. This support will generate at least 10-12 FTE jobs in perpetuity. One or two members of this team will be living on site.

7. The retail component of the project will generate approximately 78 FTE jobs.

8. The combined 90 FTE jobs for the YAI support team and retail establishments distinguish this project from more typical residential apartment developments. In addition to these 90 FTE positions, the Applicant also will employ 5-6 FTE staff to manage the development after completion.

9. The new Town Commercial Redevelopment District Code created for projects like this includes a number of requirements that increase the cost of the Project, including the following:

    a. The landscaping requirement provides that the developer will be adding over two acres of landscaping at a site that presently has virtually no landscaping.

    b. The Code requires the Project to include civic space for the community. The proposed project includes a vibrant civic space with a raised stage, landscaping and seating. This space will be utilized for community events such as live music and street fairs that will create a true community civic space for the region. Not only will the civic space make the Project more expensive to build, but it also will significantly increase annual operating expenses. This community benefit further justifies IDA support.

10. The Project includes a dynamic 5,000-square-foot innovation center, which, to the Applicant's knowledge, has never been included in a residential development on Long Island. The innovation center will allow engineers and other researchers from Stony Brook University to interact with children and adults to expose them to STEM fields, including robotics, AI, and engineering. The innovation center not only will cost money to build and equip, but it also will cost money to run since it will not generate income. This is another reason why the Project needs IDA support.

11. The existing shopping center lost many tenants due to security issues. For example, one of the banks moved out because of difficulties relating to people sleeping overnight in the ATM vestibule. Another national chain store tenant vacated after repeated robberies. An objectionable video taken at the adjacent bus stop went viral. The Applicant is aware that it will need to have a 24-7 security presence at the project. IDA support will help offset some of this added cost.

12. The Project is designed to provide a nice housing option for employees at three nearby hospitals and at Stony Brook University, many of whom prefer housing that is near where they work. The high cost of housing on Long Island makes attracting and keeping these professionals difficult, and the Project would make the decision to live and work on Long Island easier, an added benefit to the community, the Town, and the region.

13. Staller Associates is a long-term owner of many projects in the Town and on Long Island, and would like to help the Town turn around a long-term blighted area. The Town, County, and the Applicant believe that the Project will be the catalyst to revitalize an entire retail corridor, thereby improving the entire surrounding community. The Applicant would like to make a significant personal investment in a blighted area in the Town, with the hope that this area will thereby be revitalized, and respectfully requests assistance from the IDA to make this possible.

As such, the Applicant is seeking a sales tax exemption on eligible construction materials and FF&E to fit out the Project, a mortgage recording tax exemption, and a 25-year PILOT agreement. Without the IDA's assistance, the Project is not financially feasible, and the Applicant would be forced to abandon the Project, leaving the Town with a demolished building and blighted sea of asphalt, and Port Jefferson Station would not be revitalized.

Thank you for your consideration of this application.

Very truly yours,

FORCHELLI DEEGAN TERRANA LLP

By: *Daniel P. Deegan*
DANIEL P. DEEGAN

DPD
Encls.

CERTILMAN BALIN
ATTORNEYS

100 Motor Parkway, Suite 560
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Town of Brookhaven IDA
AUG - 5 2026
RECEIVED

J. TIMOTHY SHEA, JR.
Partner
Direct Dial 516.296.7885
tshea@certilmanbalin.com

August 5, 2026

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

Re: WB Woodcrest Commons LLC C/O WBP Development LLC
Application for Financial Assistance
100 Woodcrest Drive, Port Jefferson Station, New York
SCTM Nos.: 0200-162.00-02.00-001.000 and
0200-183.00-05.00-005.000; and 007.000
Our File No.: 56645.0002

Dear Ms. Mulligan:

As you may know, this firm is counsel to WB Woodcrest Commons 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 addition of 104 units to Woodcrest Estates, an existing fully affordable Planned Retirement Community ("PRC"), located at 100 Woodcrest Drive, Port Jefferson Station, New York.

In furtherance of same, please find enclosed an original fully executed copy of the Application and SEAF, 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. However, we do include financial statements for the parent company for your review.

The project proposes an expansion of an existing PRC development by adding 104 units with ancillary recreation and site improvements on an approximately 45 acre parcel located on the South Side of Route 347 in Port Jefferson Station, New York, one block from Crystal Brook Hollow Road. The project will be restricted to an over 62-year-old population and fully affordable, with average rents no greater than 60% of AMI and maximum rents no greater than 80% of AMI.

The project provides much needed senior housing with recreational amenities, proximity to shopping and other services, and fills a demonstrated need for affordable options where the community's seniors can age in place rather than relocating. The project will be subject to a rezone from PRC 1 to PRC.

CERTILMAN BALIN
ATTORNEYS

As indicated in the annexed application, the project is anticipated to generate 3.4 FTE permanent jobs and approximately 200 construction jobs.

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: 8\5\26

APPLICATION OF: WB Woodcrest Commons LLC c/o WBP Development LLC
Name of Owner and/or User of Proposed Project

ADDRESS: 480 Bedford Road, Building 300

Chappaqua, NY 10514

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.

Part I: Owner & User Data

1. Owner Data:

A. Owner (Applicant for assistance): WB Woodcrest Commons LLC

Physical Address: 480 Bedford Road, Building 300

Chappaqua, NY 10514

Federal Employer ID #: [redacted]

Website: https://wbhomes.com/

NAICS Code: 531110

Owner Officer Certifying Application: William G. Balter

Title of Officer: Manager

Phone Number: [redacted]

E-mail: [redacted]

B. Business Type:

Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☒

Privately Held ☐ Public Corporation ☐ Listed on ______________

State of Incorporation/Formation: New York

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

Applicant is a special purpose entity owning real estate being developed and managed by WBP Development LLC, a developer specializing in affordable housing in New York State.

D. Owner Counsel:

Firm Name: Certilman Balin Adler & Hyman, LLP

Address: 100 Motor Parkway, Suite 560

Hauppauge, NY 11788

Individual Attorney: Tim Shea

Phone Number: 516.296.7885

E-mail: tshea@certilmanbalin.com

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:

In 1998, WB Woodcrest Associates, LLC, an affiliate of Applicant and WB Development, LLC, received bond financing from the Brookhaven IDA in the amount of $19,205,000 to construct 256 units of senior affordable rental housing adjacent to the Subject Property. That Project, called Woodcrest Estates, was successfully completed, has been operating for ~25 years, and the bond financing has been fully repaid.

K. List major bank references of the Owner:

Richard Gerwitz (Citi Community Capital) - (213) 486-7138

Drew Kessler (M&T Bank) - (845) 461-3883

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: N/A

N/A

Federal Employer ID #: N/A

Website: N/A

NAICS Code: N/A

User Officer Certifying Application: N/A

Title of Officer: N/A

Phone Number: N/A

E-mail: N/A

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

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

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

Woodcrest Estates currently has four full time employees, working 40 hours a week with an average annual salary of $54,613.

G. Installation of machinery and/or equipment ☒ Yes ☐ No

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

HVAC systems, appliances, elevators, lighting, fixtures etc to be incorporated into the real estate

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: WB Woodcrest Associates, LLC, an affiliate of Applicant

B. Present use of the proposed location: undeveloped land owned by an affiliate of Applicant

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

There is a purchase and sale contract between WB Woodcrest Associates, LLC and WB Woodcrest Commons, LLC

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:

Applicant will develop, own and operate a 104-unit affordable rental apartment complex serving older adults (62+) with average incomes less than 60% of area medium income. The Project will consist of 4, 2-story accessible elevator buildings and a clubhouse.

B. Proposed product lines and market demands: senior affordable housing. There is a widely reported lack of affordable housing options for low-income seniors on Long Island (see for example this report from RPA - https://rpa.org/news/lab/the-impact-of-housing-insecurity-on-long-island). The 256-unit development at Woodcrest Estates operates at full occupancy and maintains a long waiting list for new vacancies. The market demand for affordable senior housing in this market is well-established.

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? Planned Retirement Community ("PRC")

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: The site is zoned as PRC under the definition that occurred in the Brookhaven zoning code prior to 2014 and the zoning must be updated to PRC as defined by the current Brookhaven zoning code to accommodate the proposed density. The change of zoning has the support of the Town and local stakeholders such as Terryville Association and the Change of Zone application will be submitted to the Town Board by the beginning of September, 2026.

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: December 1st, 2027

ii. Construction/Renovation/Equipping: December 8th, 20[illegible]

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:
28 months to complete construction. First move-in anticipated for April 8, 2030

2. Method of Financing:

	Permanent Amount	Term	Construction
A. Tax-exempt bond financing:	$ 0	years	$0
B. Taxable bond financing:	$ 0	years	$0
C. Conventional Mortgage:	$ 10,590,000	35 years	$38,334,346
D. SBA (504) or other governmental financing:	$ 0	years	$0
E. Public Sources (include sum of all State and federal grants and tax credits):	$ 45,632,805		$17,888,459
F. Other loans:	$ 0	years	$0
G. Owner/User equity contribution:	$ 0	years	$0
Total Project Costs	$ 56,222,805		$56,222,805

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

81% perm. / 32% const.

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:

N/A

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

N/A

Part 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 at project location **: 0 ______ ______
Date Average Annual Salary of Jobs to be Retained

Present number of FTEs at any other location of Applicant to be transferred to the project location, in total 0 ; from within (i) New York State ____; (ii) the Labor Market Area* ____; and (iii) Town of Brookhaven ____.

Please describe the expected use of all other locations where Applicant conducts operations, if any, after Applicant commences operations at the proposed project location. N/A

(Also, please see Part IX – Special Representations Question #1-3).

FTEs to be Created at Project Location in First Year: 2030 (fill in year)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	**Total**
FTE			3.4										3.4

FTEs to be Created at Project Location in Second Year: 2031 (fill in year)

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

Number of Residents of LMA:
Full-Time: 2
Part-Time: ______

Cumulative Total FTEs ** at Project Location After Year 2
3.4

Construction Jobs to be Created: 200

*** 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.**

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 ☒

   Full real estate taxes would significantly reduce the permanent first mortgage proceeds supported by the proposed Project and would significantly increase the amount of subsidy required to construct the project to levels exceeding what is available from NYS DHCR, thus rendering the Project infeasible.

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

   The Project would be unable to move forward, depriving the municipality of a significant supply of highly in demand senior affordable housing

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 ______

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 ______

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 ______

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 ______

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 ______

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

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 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: 104
2. The number of existing dwelling units the Project proposes to rehabilitate/renovate is: 0
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: 103
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	0	at $	
One-bedroom	88	at $	88
Two-bedroom	16	at $	15 + 1 super's unit
Three-bedroom	0	at $	
Four-bedroom	0	at $	
TOTALS (#)			

	Total number of AMGI Restricted Units at 30 % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at 50 % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at 60 % 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	9 at $ 927	9 at $ 1,546	70 at $ 1,855	at $	at $	at $
Two-bedroom	1 at $ 1,113	1 at $ 1,856	13 at $ 2,227	at $	at $	at $
Three-bedroom	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____
Four-bedroom	at $	at $	at $	at $	at $	at $
TOTALS (#)	10	10	83			

Part XI – Certification

William G. Balter (Name of representative of entities submitting application) deposes and says that he or she is the Manager (title) of WB Woodcrest Commons 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 5th
Day of August, 20 26
(seal)

Christine A. Crisci
Notary Public, State of New York
LIC # 01CR6365109
Qualified in Westchester County
Comm. Exp. September 25, 20 29

**** 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 ****

BUILD BROOKHAVEN

Lisa M. G. Mulligan, 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 1/4 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) –	1/4 of one percent of mortgage amount or \$5,000, whichever is greater.
Late PILOT Payment –	5% penalty, 1% interest compounded monthly, plus \$1,500 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

One Independence Hill, Farmingville, NY 11738 • Telephone 631-406-4244 • Fax 631-494-4798 • www.brookhavenida.org

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;

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.

SCHEDULE E

Background, Credit and Litigation Review Authorization Form

I, William G. Balter 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.

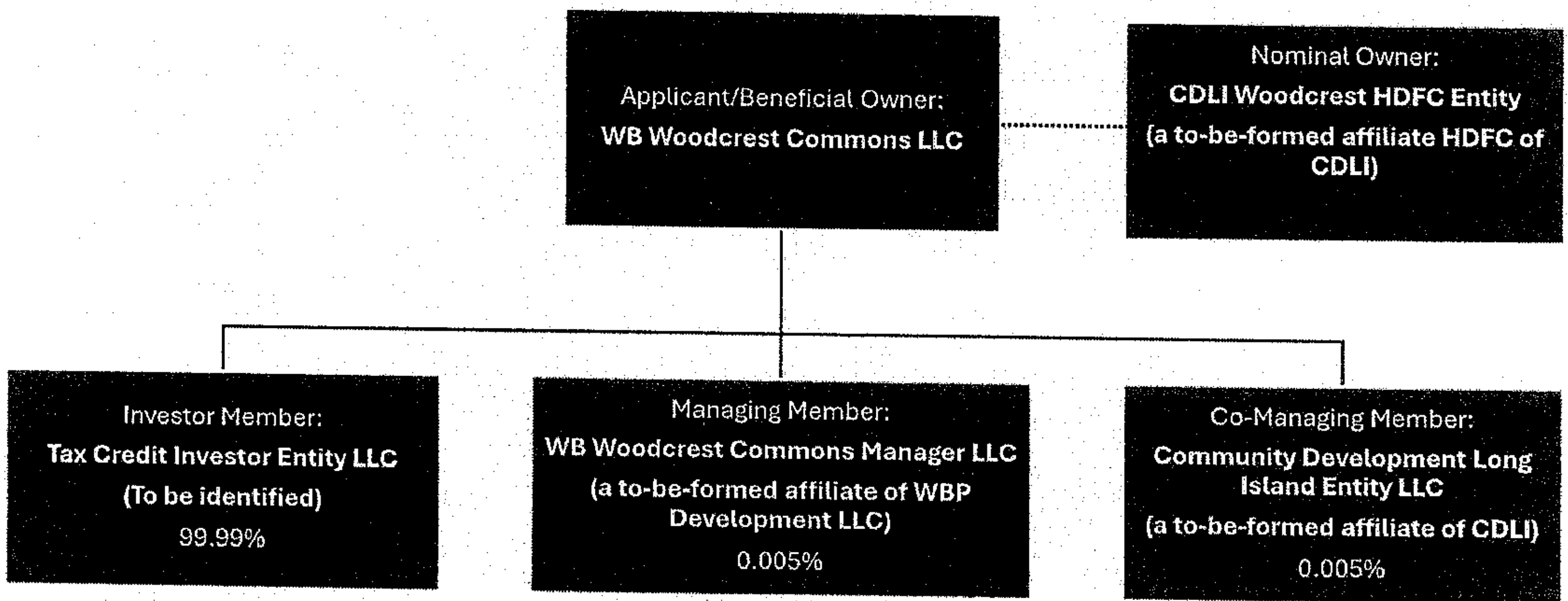
This authorization shall be perpetual and shall remain in full force and effect unless revoked by me in writing to the Agency. My revocation shall not affect in any way or manner any activities of the Agency in accordance with this authorization that occur or in process on or before the date that the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

Signature

8/5/26
Date

William Balter
Print Name

Woodcrest Commons – Organizational Structure



RAIL REALTY LLC
414 Main Street – Suite 202. Port Jefferson. NY 11777

August 3, 2026

Board of Directors
Town of Brookhaven Industrial Development Agency
One Independence Hill
Farmingville, New York 11738

Re: **Rail Realty LLC – Request for Extension and Restructuring of PILOT Benefits**

Dear Members of the Board:

On behalf of Rail Realty LLC ("Rail Realty"), we write at the request of the Town of Brookhaven Industrial Development Agency following our meeting and presentation on July 15, 2026. This letter sets forth the revised payment-in-lieu-of-taxes structure proposed by Rail Realty in connection with its application for an extension and restructuring of the real property tax benefits currently provided to its residential project in the Village of Port Jefferson (the "Project").

Rail Realty recognizes that the existing PILOT—under which the improvements are fully exempt and real property taxes are paid on the land only—was particularly favorable and cannot reasonably be continued on the same terms. Rail Realty is not seeking to replicate that arrangement.

Instead, Rail Realty respectfully requests approval of a ten-year PILOT providing a fixed 70% abatement of the Project's otherwise applicable real property taxes. Under the proposed structure, Rail Realty would pay 30% of the otherwise applicable real property taxes during each year of the ten-year PILOT term, after which the Project would return to full taxation.

This proposal represents a substantial reduction from the Project's existing benefits. Using the first-year projections contained in the April 2026 Reasonableness Assessment prepared by Camoin Associates, the existing land-only PILOT produces an estimated payment of approximately $19,760. Based upon Camoin's projected full real property taxes of $445,796, the proposed structure would result in an estimated first-year payment of approximately $133,739.

Accordingly, based upon the Camoin projections, the proposed PILOT would increase the Project's first-year tax payment by approximately $113,979. Rail Realty's estimated payment would therefore be approximately 6.8 times the amount payable under the existing land-only PILOT.

The requested PILOT does not represent a continuation of the status quo. It immediately generates a substantial increase in revenue for the affected taxing jurisdictions while providing the Project with the stability necessary to address increased operating and financing costs, undertake substantial additional improvements, preserve attainable rental levels and comply with the Agency's affordability requirements.

Proposed Property and Community Investment

In connection with the requested PILOT, Rail Realty proposes to undertake approximately $620,000 in additional property and community improvements.

Approximately $450,000 would be invested directly in the Project, including:

- $75,000 to upgrade tenant fitness equipment and implement a wellness center for residents;
- $150,000 to replace common-area carpet squares in the residential hallways and fitness center;
- $50,000 for new outdoor lounge furniture;
- $50,000 to install additional electric-vehicle charging stations;
- $95,000 to upgrade wall coverings in the lobby and corridors; and
- $30,000 to install new common-area sconces.

These improvements will enhance the condition, functionality and long-term competitiveness of the property, improve the residential experience for tenants and support the continued viability of an important housing project within uptown Port Jefferson.

In addition, subject to further discussion and coordination with the Mayor and Village of Port Jefferson, Rail Realty proposes to contribute approximately $170,000 toward improvements benefiting the surrounding uptown community, including:

- $25,000 toward the replacement of damaged decorative lanterns surrounding the property;
- $60,000 toward a new pedestrian walkway connecting the property with Main Street in uptown Port Jefferson;
- $35,000 toward improvements to the playground at the Village's public Texaco Park; and
- $50,000 as a contribution to the dedicated uptown Port Jefferson improvement fund.

The precise scope, timing and implementation of these community improvements would be determined in cooperation with the Village. Collectively, the proposed expenditures demonstrate that the requested PILOT would support not only continued investment in the Project, but also tangible improvements to the surrounding public realm and the broader uptown district.

Current Operating and Financing Conditions

The Project operates in an economic environment materially different from the one that existed when the original PILOT was approved. Insurance premiums, maintenance expenses, labor costs, utilities and other operating expenses have increased substantially. These increases directly reduce the funds available for property maintenance, capital improvements and the preservation of attainable housing.

The Project's existing financing, which bears interest at approximately 3.40%, matures on August 31, 2027 and will need to be refinanced in a materially higher interest-rate environment. Although the Camoin report assumed a refinancing rate of 5.50% and an associated annual debt-service increase of approximately $33,400, current refinancing indications are approximately 6.20%. A refinancing at approximately 6.20% would represent an increase of approximately 280 basis points over the Project's existing interest rate. The resulting debt-service obligations would be materially greater than those reflected in the Camoin analysis.

Similarly, the operating-expense assumptions contained in the Camoin report do not fully reflect the Project's actual and anticipated insurance costs. The financial projections contained in the report should therefore be considered in light of the higher insurance and refinancing expenses that Rail Realty will actually be required to absorb.

These are not discretionary expenditures. Adequate insurance coverage, responsible property maintenance, necessary capital investment and refinancing of the existing indebtedness are essential to the continued operation and preservation of the Project.

The requested PILOT would allow Rail Realty to address these increased expenses and direct meaningful capital toward the proposed property and community improvements. Without continued assistance, a significantly greater portion of available Project cash flow would be devoted to real property taxes and increased debt service, reducing the funds available for the proposed work and placing additional pressure on the Project's long-term operating performance.

Housing Affordability and Existing Rental Levels

Rail Realty recognizes that a meaningful affordable or workforce housing component must accompany any extension of benefits and will comply with the affordability requirements established by the Agency in connection with the requested PILOT.

The Project's contribution to housing affordability, however, is not limited to the units that may be formally designated under an affordability program. Many of the Project's current in-place rents are below the prevailing rents for comparable residential units in the surrounding market. Rail Realty has not sought to maximize rents throughout the property, instead maintaining rental levels that allow the Project to serve a broad range of residents.

If the existing PILOT were permitted to expire without a replacement benefit, the resulting increase in real property taxes, when combined with increased insurance costs, higher operating expenses, anticipated refinancing costs and the proposed $620,000 improvement program, would create significant economic pressure to increase rents to prevailing market levels as leases expire or are renewed. The result would be inconsistent with the recognized need to preserve attainable housing opportunities on Long Island and with the affordability objectives underlying the Agency's housing policy.

The requested benefit would allow Rail Realty to continue maintaining reasonable rental levels while complying with the Agency's affordability requirements, making the proposed property and community improvements and substantially increasing its payments to the affected taxing jurisdictions.

A Balanced Ten-Year Structure

Rail Realty believes the proposed PILOT presents a fair and reasonable balance between the needs of the Project and the interests of the affected taxing jurisdictions. The proposed structure would:

- replace the existing land-only PILOT with a substantially reduced benefit;
- immediately increase the Project's estimated annual tax payment from approximately $19,760 to approximately $133,739, based upon the first-year Camoin projections;
- require Rail Realty to pay 30% of the Project's otherwise applicable real property taxes throughout the ten-year term;
- provide a fixed and predictable structure during the Project's refinancing and improvement period;
- support approximately $450,000 in direct investment in the property;
- facilitate approximately $170,000 in community improvements, subject to coordination with the Village;
- comply with the affordability requirements established by the Agency;
- reduce the economic pressure to increase existing rents to prevailing market levels, thereby supporting the preservation of attainable housing within the Village and on Long Island; and
- provide a fixed ten-year term, after which the Project would return to full taxation.

Rail Realty and its principals have a longstanding connection to Port Jefferson and have invested substantial time, capital and effort in the Village. The Project was an important part of the early redevelopment of the uptown area, and Rail Realty remains committed to the continued success of both the property and the surrounding community.

For the foregoing reasons, Rail Realty respectfully requests that the Agency approve a ten-year PILOT providing a fixed 70% abatement of the Project's otherwise applicable real property taxes, with Rail Realty paying 30% of those taxes during each year of the PILOT term.

RAIL REALTY LLC
414 Main Street – Suite 202, Port Jefferson, NY 11777

We appreciate the time and consideration given to the application, as well as the opportunity to meet with and present the Project to the Agency. Rail Realty is prepared to work cooperatively with the Agency, its staff and the Village of Port Jefferson to finalize an appropriate PILOT agreement, affordability requirements and community improvement program.

Respectfully submitted,

RAIL REALTY LLC

By: ______________________
Name: Anthony J. Gitto
Title: Authorized Member

PRESBERG LAW, P.C.
Attorneys And Counsellors At Law

INTERNET:
www.presberg.com

100 Corporate Plaza, Suite B102
Islandia, NY 11749

(631) 232-4444
FACSIMILE:
(631) 232-2603

August 13, 2026

Via: Email lmulligan@brookhavenida.org

Town of Brookhaven Industrial Development Agency
One Independence Hill
Farmingville, NY 11738

Attn: Lisa M.G. Mulligan, CEO

Re: Four L Realty Co.
Premises: 665-667 Union Avenue, Holtsville, New York

Dear Ms. Mulligan:

In connection with the above-referenced Project, my client has consulted with the three current tenants at the subject premises and confirmed that the current employment, as of the date hereof, is as follows:

Vantage IC:	16
Heritage Landscape Supply Group:	11
Astor Pharmaceuticals:	5
Total:	32

It is respectfully requested that the Lease and accompanying PILOT schedule be amended to reflect 32 FTE's and the current PILOT payment for the tax year commencing December 1, 2026 be increased by $2,500.00, and thereafter, increased 2% per year for the remainder of the Lease term.

Very truly yours,

ANDREW PRESBERG

cc: Howard Gross, Esq.

i.on renewables, LLC
c/o Daniel Prokopy
707 Westchester Avenue, Suite 116
White Plains, NY 10604
daniel@ionrenewables.com

August 04, 2026

Ms. Lisa Mulligan, CEO
Brookhaven Industrial Development Agency
One Independence Hill
Farmingville, NY 11738

RE: Applicant: Lawrence Aviation Solar Farm, LLC
Application: Brookhaven Town Industrial Development Agency
Premises: 100 Sheep Pasture Road, Port Jefferson Station, NY 11733

Dear Ms. Mulligan:

I am writing on behalf of Lawrence Aviation Solar Farm, LLC (the "Applicant") in connection with the ground-mounted solar photovoltaic project located at the former Lawrence Aviation Industries property in Port Jefferson Station, New York (the "Project").

At its meeting held on August 20, 2025, the Town of Brookhaven Industrial Development Agency (the "Agency") adopted the attached resolution authorizing the acquisition of a leasehold interest in the Project site and title to the Project's equipment and improvements for the purpose of providing financial assistance to the Applicant.

By letter dated March 27, 2026, the Agency advised the Applicant that the Agency's Board had approved the Applicant's request to extend the termination date of the Board's acceptance of the Applicant's Final Authorizing Resolution through August 31, 2026.

Since that time, the Project has received all material discretionary approvals required to proceed, including the Town of Brookhaven Building Permit, Site Plan Approval, and SWPPP/MS4 acceptance, as well as authorization from the New York State Department of Environmental Conservation to proceed with the Project. Accordingly, the Project is now fully permitted and ready to begin construction.

In connection with the anticipated closing of the Agency transaction, the Applicant respectfully submits the following requests:

1. Second Extension Request

i.on renewables, LLC ("i.on"), which currently owns 100% of the membership interests in the Applicant, is in the process of selling all of its membership interests in the Applicant to an institutional solar investor and operator.

In light of the current August 31, 2026 closing deadline, the Applicant respectfully requests that the Agency extend the termination date of the Board's acceptance of the Final Authorizing Resolution through November 30, 2026. The requested extension will provide the parties with sufficient time to complete the transfer of the Applicant's membership interests and thereafter close the Agency transaction.

2. Change of Ownership of Lawrence Aviation Solar Farm, LLC

The Applicant further requests the Agency's approval of the contemplated transfer of 100% of the membership interest in Lawrence Aviation Solar Farm, LLC from i.on to an institutional investor and operator, specifically here Standard Solar, Inc. or an affiliated entity designated by Standard Solar, Inc. and any tax credit investor.

The Applicant will remain the special-purpose entity that owns and operates the Project following the ownership transfer.

3. Lawrence Aviation Estate, LLC as Owner of the Project Site

On December 22, 2023, the Applicant entered into a Purchase, Sale and Development Agreement (the "Purchase Agreement") with SCLB Holdings, LLC for the acquisition of the following four parcels comprising the Project site:

1. Suffolk County Tax Map No. 0200-159.00-02.00-019.000
2. Suffolk County Tax Map No. 0200-159.00-02.00-022.000
3. Suffolk County Tax Map No. 0200-159.00-02.00-008.001
4. Suffolk County Tax Map No. 0200-159.00-01.00-026.000

Pursuant to an Assignment and Assumption Agreement dated June 12, 2024, the Applicant assigned to Lawrence Aviation Estate, LLC all of its rights, duties, liabilities, and obligations under the Purchase Agreement. By Resolution No. 2024-01, dated May 8, 2024, SCLB Holdings, LLC authorized the transfer of the Project site to Lawrence Aviation Estate, LLC.

i.on, or an affiliate of i.on, will remain the Managing Member of Lawrence Aviation Estate, LLC following the transfer of the Applicant to the institutional investor and operator, Lawrence Aviation Estate, LLC will own the Project site and will enter into a lease agreement with the Applicant pursuant to which the Applicant will lease the portion of the property on which the Project will be constructed and operated.

Accordingly, the Applicant respectfully requests that the Agency approve Lawrence Aviation Estate, LLC as the owner and lessor of the Project site and extend to Lawrence Aviation Estate, LLC the applicable financial assistance authorized for the owner of the real property hosting the Project, including any applicable mortgage recording tax exemption and real property tax benefits.

We appreciate the Agency's continued assistance with the Project. Please let us know if the Agency requires any additional information or documentation in connection with these requests.

Respectfully submitted,

Daniel Prokopy
i.on renewables, LLC
On behalf of Lawrence Aviation Solar Farm, LLC

Sincerely,

D. Prokopy

Daniel Prokopy

i.on renewables LLC
On behalf of Lawrence Aviation Solar Farm, LLC

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

DATE: 7/8/2026

APPLICATION OF: SPA 77 K L.P. c/o Staller Associates Realty Inc.
Name of Owner and/or User of Proposed Project

ADDRESS: 1455 Veterans Highway, Suite 201
Islandia, NY 11749

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.

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Part I: Owner & User Data

1. Owner Data:

A. Owner (Applicant for assistance): SPA 77 K L.P. c/o Staller Associates Realty

Address: 1455 Veterans Highway, Suite 201

Islandia, NY 11749

Federal Employer ID #: [redacted] Website: ____

NAICS Code: 531110

Owner Officer Certifying Application: Cary F. Staller

Title of Officer: President

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 (Partnership)

D. Owner Counsel:

Firm Name: Forchelli Deegan Terrana LLP

Address: 333 Earl Ovington Blvd.

Uniondale, NY 11553

Individual Attorney: Daniel P. Deegan

Phone Number: 516-248-1700 E-mail: DDeegan@ForchelliLaw.com

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

Name	Percent Owned
SPA 77 K Corp. (General Partner)	1%
Cary F. Staller	74%
Valentin A. Staller	25%

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.

Each principal of the Applicant either owns directly or holds beneficial interests in other commercial real estate entities. Those entities are listed in Attachment 1.

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

See answer G above.

I. List parent corporation, sister corporations and subsidiaries:

See answer G above.

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

No

K. List major bank references of the Owner:

JP Morgan Chase; Valley Bank; Connect One Bank; Suffolk Federal Credit Union; American Community Bank; Morgan Stanley

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"): SPA 77 K L.P. c/o Staller Associates Realty Inc.

Address: 1455 Veterans Highway, Suite 201

Islandia, NY 11749

Federal Employer ID #: [redacted] Website: ______

NAICS Code: 531110

User Officer Certifying Application: Cary F. Staller

Title of Officer: President

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

B. Business Type:

Sole Proprietorship ☐ Partnership ☑ Privately Held ☐

Public Corporation ☐ Listed on ______

State of Incorporation/Formation: New York

C. Nature of Business:

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

Real Estate Holding Company (Partnership)

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: 450-574 Jefferson Shopping Plaza, Port Jefferson Station, NY

2. Owned or Leased: Owned

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

   10.372-acre property presently improved by a nearly vacant shopping center.

4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services: Nearly vacant, functionally obsolete 1950s shopping center, with the only remaining tenant vacating in 2026. There have been multiple instances where people have been found sleeping in vacancies, including basement space. Therefore, for life safety reasons, the Applicant has already begun demolition, which is now 43% complete. Demolition will continue through 2026.

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

   Yes ☑ No ☐

   A. If yes, list the Address: See Attachment 1

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

   A. If no, explain how current facilities will be utilized: The existing 1950s shopping center will be demolished and rebuilt as a mixed-use development. There have been multiple instances where people have been found sleeping in vacancies, including basement space, at the existing, nearly vacant shopping center. Therefore, for life safety reasons, the Applicant has already begun demolition, which is now 43% complete. Demolition will continue through 2026.

   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: Utah and Kentucky. The Applicant has considered developing out of state, but would prefer to invest in the Town of Brookhaven, Long Island.

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

   A. Please explain: While the Applicant has no plans to move out of New York State, it has considered increasing its out-of-state real estate investments.

9. Number of full-time equivalent employees (FTE's) at current location and average salary (indicate hourly or yearly salary):
N/A - the existing shopping center will be vacant by the end of 2026. There have been multiple instances where people have been found sleeping in vacancies, including basement space, at the existing, nearly vacant shopping center. Therefore, for life safety reasons, the Applicant has already begun demolition, which is now 43% complete. Demolition will continue through 2026.

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: 450-574 Jefferson Shopping Plaza, Port Jefferson Station, NY 11776

   B. Tax Map: District 200 Section 160 Block 6 Lot(s) 5.1, 5.2, 19

   C. Municipal Jurisdiction:

   i. Town: Brookhaven
   ii. Village: N/A
   iii. School District: Brookhaven-Comsewogue

   D. Acreage: 10.372

3. Project Components (check all appropriate categories):

A. Construction of a new building ☑ Yes ☐ No
   i. Square footage: 365,579 SF + 124,882 SF Garage

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

C. Demolition of an existing building ☐ Yes ☐ No
   i. Square footage: 111,924 SF

D. Land to be cleared or disturbed ☐ Yes ☐ No
   i. Square footage/acreage: None. The existing site currently is 100% developed.

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: ____________

HVAC equipment, elevators, appliances, plumbing equipment, electrical equipment, EV charging stations, and security systems.

4. Current Use at Proposed Location:

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

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

B. Present use of the proposed location: Fully developed, blighted property consisting of a nearly vacant 1950s shopping center, with the last tenant planning to vacate in 2026. There have been multiple instances where people have been found sleeping in vacancies, including basement space. Therefore, for life safety reasons, the Applicant has already begun demolition, which is now 43% complete. Demolition will continue through 2026.

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

____

5. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: Redevelopment of a fully improved blighted property into a transformative mixed-use development consisting of: (i) 280 apartments, of which 56 (20%) will be affordable and workforce (five percent: 50% AMI; five percent: 65% AMI; five percent: 80% AMI; and five percent: 95% AMI) for adults with intellectual and/or developmental disabilities; (ii) a 39,678 square-foot neighborhood lifestyle shopping center designed for small, independent retailers, restaurants, and service providers; (iii) a 5,000 square-foot innovation center; and (iv) a public civic plaza.

B. Proposed product lines and market demands: 1) New supply of housing in a chronically undersupplied part of Brookhaven, near major employment centers, like Stony Brook University, Stony Brook University Hospital, Mather Hospital, St. Charles Hospital, and the Stony Brook Technology Park.

2) 56 new apartments for adults with intellectual and/or developmental disabilities, a tremendously underserved population as it relates to housing on Long Island.

3) A small neighborhood-centric lifestyle shopping center designed for independent merchants with community events to replace functionally obsolete retail space in an underperforming, blighted retail corridor.

4) A new Innovation Center, run in close collaboration with Stony Brook University, which will provide a dedicated space for engineers to work on projects, exchange ideas and meet with investors. It will also be a hub for local students to be exposed to STEM fields at a young age, in a fun, interactive setting, whether it's through classes, events or working with engineers.

5) A public civic plaza for the Port Jefferson Station/Terryville community to enjoy, featuring outdoor concerts and other community events.

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:

39,678 square feet of commercial space designed for independent merchants, restaurants, and personal service providers.

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

See "Attachment 2."

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? 8.1% of the project will consist of retail, restaurants and personal services.

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

See "Attachment 3."

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 ☑ No ☐	% COMPLETE	The existing property is 100% improved and >96% impervious
ii.	Foundation:	Yes ☐ No ☑	% COMPLETE	
iii.	Footings:	Yes ☐ No ☑	% COMPLETE	
iv.	Steel:	Yes ☐ No ☑	% COMPLETE	
v.	Masonry:	Yes ☐ No ☑	% COMPLETE	
vi.	Other:	Demolition of existing shopping center (43% complete)		

   B. What is the current zoning? Commercial Redevelopment District

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

      Yes ☑ No ☐

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

      N/A – The change of zone was granted by the Town Board, and SEQR was completed, on September 26, 2024. The change of zone was made effective on January 21, 2025.

   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: N/A

      ii. Construction/Renovation/Equipping: Q4 2027 - Q1 20

   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:

      The anticipated construction timeframe is approximately 27-30 months.

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:

Description	Amount
Land and/or building acquisition	$ Land will be contributed as equity, with the value to be determined by appraisal, estimated to be $25,000,000.
Building(s) demolition/construction	$ 122,388,794
Building renovation	$ 0
Site Work	$ 8,576,466
Machinery and Equipment	$ 14,161,868
Legal Fees	$ 400,000
Architectural/Engineering Fees	$ 2,559,313
Financial Charges	$ 12,095,000
Other (Specify)	$ 4,868,559 (Insurance; State, Local & Tap Fees; Leasing Commissions; Operating Reserve)
Total	$ 190,000,000

Please provide the percentage of materials and labor that will be sourced locally (Suffolk/Nassau Counties) 70-90%

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 CFS

2. Method of Financing:

	Amount	Term
A. Tax-exempt bond financing:	$ 0	______ years
B. Taxable bond financing:	$ 0	______ years
C. Conventional Mortgage:	$ 110,000,000	5 (Construction) years 20-30 (Permanent)
D. SBA (504) or other governmental financing:	$ 0	______ years
E. Public Sources (include sum of all State and federal grants and tax credits):	$ 0	
F. Other loans:	$ 0	______ years
G. Owner/User equity contribution:	$ $55,000,000 (cash) +$25,000,000 (land*)	______ years
Total Project Costs	$ 190,000,000	

*Land will be contributed as equity, with the value to be determined by appraisal, estimated to be $25,000,000.

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

N/A

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

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):

      $110,000,000

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

      $825,000

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):

      $66,527,972

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

      $5,821,198

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

      i. Owner: $N/A

      ii. User: $N/A

3. Real Property Tax Benefit:

   A. Identify and describe if the project will utilize a real property tax exemption benefit other than the Agency's PILOT benefit: None

   B. Agency PILOT Benefit:

      i. Term of PILOT requested: 25-year term commencing upon completion of construction

      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 at project location **: N/A – Last remaining tenant vacating in 2026
Date Average Annual Salary of Jobs to be Retained

Present number of FTEs at any other location of Applicant to be transferred to the project location, in total 0; from within (i) New York State 0; (ii) the Labor Market Area* 0; and (iii) Town of Brookhaven 0.

Please describe the expected use of all other locations where Applicant conducts operations, if any, after Applicant commences operations at the proposed project location. N/A

(Also, please see Part IX – Special Representations Question #1-3).

FTEs to be Created at Project Location in First Year: 2030 (fill in year)

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

FTEs to be Created at Project Location in Second Year: 2031 (fill in year)

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

Number of Residents of LMA:
Full-Time: 94
Part-Time: ______

Cumulative Total FTEs ** at Project Location After Year 2
5-6 – Applicant (Year 2030)
10-12 – Young Adult Institute, Inc. ("YAI") (Years 2030-2031)
78 – in the retail shopping center after lease-up, which is expected to conclude after 2031

Construction Jobs to be Created: 540

*** 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. <u>Salary and Fringe Benefits</u>:

Category of Jobs to be Created	Average Salary	Average Fringe Benefits
Salary Wage Earners	$65,000	$9,750
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? $42,000 + 15% fringe benefits to $120,000 + 15% fringe benefits

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 "Question 3 Response" below.

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

Without financial assistance from the Agency, the project could not proceed, and the Town would be left with a demolished, blighted sea of asphalt, and Port Jefferson Station would not be revitalized. There have been multiple instances where people have been found sleeping in vacancies, including basement space, at the existing, nearly vacant shopping center. Therefore, purely for safety reasons, the Applicant has already begun demolition, which is now 43% complete. Demolition will continue through 2026.

Without financial assistance from the Agency, the Applicant would invest its equity outside the Town of Brookhaven, probably outside the State of New York, or in securities that would not benefit the State or Town.

Question 3 Response:

1) The project will be built entirely out of steel and concrete, which is much more expensive than traditional wood-frame structures built throughout the Town.

2) The project is a redevelopment of a 100% improved, blighted commercial property, which is much more expensive than developing undeveloped land.

3) Without the Agency's assistance, in order to break even, the market rate unit rents would need to be approximately $500/month more than market rents in Brookhaven, which would make the project financially untenable, since it could not be financed.

4) Without the Agency's assistance, the Applicant could not provide the Innovation Center, which will not generate revenue for the project.

5) Housing for adults with Intellectual and/or Developmental Disabilities in excess of the Town's 10% requirement for workforce and/or affordable housing requires Agency support.

6) The Applicant has been working closely with the Town and County to revitalize a blighted section of the Town for over 7 years. The culmination of this work is the proposed project. At all times during these discussions, it has been known to all parties that the Applicant will need IDA assistance in order to build the project. Increased costs of construction, insurance and interest expense have made IDA assistance even more critically important.

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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: 280
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: The project will not be age-restricted.
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	70	14 at $2,650	56
One-bedroom	115	115 at $2,900-3,200	0
Two-bedroom	95	95 at $3,500-4,100	0
Three-bedroom	0	___ at $_____	
Four-bedroom	0	___ at $_____	
TOTALS (#)	280	224	56

	Total number of AMGI Restricted Units at 50 % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at 65 % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at 80 % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at 95 % 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	14** at $1,301	14** at $1,733	14** at $2,126	14** at $2,559	___ at $_____	___ at $_____
One-bedroom	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____
Two-bedroom	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____
Three-bedroom	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____
Four-bedroom	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____
TOTALS (#)	14	14	14	14	___	___

**See Attachment 4 regarding AMGI Restricted Units for adults with intellectual and/or developmental disabilities.

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 CFS

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 should Applicant be approved for a Market Rate Housing Project, 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 CFS

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

a. ______________________________;

b. ______________________________;

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

SPA 77 K L.P
By: SPA 77 K Corp.
By:

Representative of the Applicant: ______________________________
Cary F. Staller, President

Part XI – Certification

Cary F. Staller (Name of representative of entities submitting application) deposes and says that he or she is the President (title) of SPA 77 K Corp., 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.

SPA 77 K L.P. By: SPA 77 K Corp.
By: ____________________
Representative of Applicant
Cary F. Staller, President

Sworn to me before this 11
Day of June, 2026
Tracie Ann Campo
(seal)

TRACIE ANN CAMPO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6435236
Qualified in Suffolk County
My Commission Expires June 21, 2026

**** 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.

BUILD BROOKHAVEN

Lisa M. G. Mulligan, 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 1/4 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) –	1/4 of one percent of mortgage amount or \$5,000, whichever is greater.
Late PILOT Payment –	5% penalty, 1% interest compounded monthly, plus \$1,500 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

One Independence Hill, Farmingville, NY 11738 • Telephone 631-406-4244 • Fax 631-494-4798 • www.brookhavenida.org

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, Cary F. Staller, 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.

Signature: [signature]

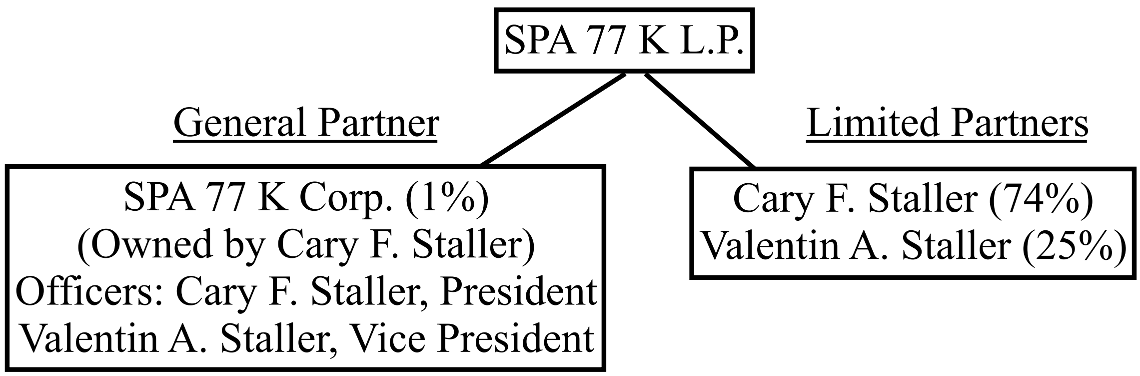
6-11-2026
Date

Cary F. Staller
Print Name

SCHEDULE F

Organization Chart of Applicant

Please Insert



Attachment 1

Related Properties

Rocky Point Kohl's Shopping Center
346 Route 25A, Rocky Point, NY 11778

Selden Aldi Shopping Center
614-644 Middle Country Road, Selden, NY 11784

Center Moriches Lidl Shopping Center
782-812 Montauk Highway, Center Moriches, NY 11934

Rocky Point CVS
626 Route 25A, Rocky Point, NY 11778

Center Moriches CVS
311-315 Main Street, Center Moriches, NY 11934

Bay Shore Northwell Center
430-479 E Main Street, Bay Shore, NY 11706

Oakdale Lidl Shopping Center
4498-4568 Sunrise Highway, Oakdale, NY 11769

Woodbury Village Shopping Center
7903-7977 Jericho Turnpike, Woodbury, NY 11797

The Lofts at Farmingdale
231 Main Street, Farmingdale, NY 11735
285 Eastern Parkway, Farmingdale, NY 11735

Attachment 2

Need/Purpose for the Project

SPA 77 K. L.P. c/o Staller Associates Realty Inc. ("Staller Associates") is in the process of redeveloping Jefferson Shopping Plaza in Port Jefferson Station, one of Brookhaven's oldest shopping centers, into a catalytic mixed-use development, known as "Jefferson Station." The Brookhaven Town Board unanimously approved the project's rezoning in September 2024, and Staller Associates is presently working toward a site plan approval.

Jefferson Station will bring together a dynamic mix of uses to catalyze the redevelopment of the challenged NYS Route 112 corridor between the Port Jefferson Long Island Railroad Station and NYS Route 347, an area filled with vacant storefronts. This is an area that has been targeted for redevelopment by the Town of Brookhaven for over a decade, as described in its adopted "Port Jefferson Station Commercial Hub Study," dated March 4, 2014. It is also targeted for redevelopment by Suffolk County, evidenced by its planned expansion of County Sewer District 02 (Suffolk County Capital Project CP 8154 "Port Jefferson Hub - Connection to Suffolk County Sewer District No. 2").

Jefferson Station will create new housing supply in a chronically undersupplied part of Brookhaven, near major employment centers, like Stony Brook University, Stony Brook University Hospital, Mather Hospital, St. Charles Hospital, and the Stony Brook Technology Park. The project will create 56 new apartments for adults with intellectual and/or developmental disabilities, a tremendously underserved population as it relates to housing on Long Island.

The project is organized around a pedestrian-friendly internal Main Street, and a public civic plaza designed to be a local destination for the surrounding community. The mixed-use Main Street will have outdoor dining, distinctive pavers and exceptional landscaping, anchored by restaurants, independent merchants and personal services providers. A portion of the property will be designed to be closed off to traffic for pedestrian-friendly community-focused events, like regular farmers markets and seasonal festivals. The civic plaza will be designed for year-round use for the community to enjoy, featuring outdoor music events and other community events.

As a true mixed-use development, Jefferson Station will include a small neighborhood-centric lifestyle shopping center designed for independent merchants. This will replace functionally obsolete retail space in an underperforming, blighted retail corridor.

Jefferson Station's internal Main Street will be home to an Innovation Center, a dynamic working and gathering place for engineers, entrepreneurs and programmers to meet and collaborate on projects. With a strong tie-in to nearby Stony Brook University's Engineering Department, the space will bring together the engineering community with local investors and venture capitalists, serving as an economic development engine in the Town of Brookhaven.

The Innovation Center will also have a public facing element geared towards younger members of the local community. Nearby students will be able to: use advanced technologies like 3D printers; take coding classes; and participate in events like robotics competitions. These educational opportunities will help to prepare the next generation for the changing needs of tomorrow's workplaces.

Through significant investment, a first-class design, a premium placed on exceptional building materials, and true mixed-use, Jefferson Station will create a destination within the community that will help to jumpstart the struggling commercial corridor and increase the value of nearby homes and commercial properties. The Innovation Center will create a local hub of economic development and help to prepare Long Island's next generation for the changing needs of a 21st century economy and workforce.

Throughout the genesis of the project, Staller Associates has kept close communication with the Port Jefferson Station/Terryville Civic Association and has received enthusiastic support for Jefferson Station in its current form. This is the direct result of years of effort, discussion, outreach, and exceptional design work by the project's award-wining design team. Attached is a recent Times Beacon Record article describing a March 2026 Civic Association meeting where the community enthusiastically supported the project.

Staller Associates has been working closely with the Town and County to revitalize a blighted section of the Town for over seven years. The culmination of this work is the proposed project. At all times during these discussions, it has been known to all parties that Staller Associates will need IDA assistance in order to build the project. Increased costs of construction, insurance and interest expense have made IDA assistance even more critically important.

Staller Associates present updated plans for 'New England inspired' Jefferson Plaza

Sabrina Artusa   Mar 26, 2026

1 of 5

Updated plans for Jefferson Plaza were unveiled at March 24 PJS/Terryville Civic Association meeting. Photo by Sabrina Artusa

Updated plans for Jefferson Plaza were unveiled at March 24 PJS/Terryville Civic Association meeting. Photo by Sabrina Artusa

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Updated plans for Jefferson Plaza were unveiled at March 24 PJS/Terryville Civic Association meeting. Photo by Sabrina Artusa

By Sabrina Artusa

Three years ago, Staller Associates' proposed redevelopment of Jefferson Plaza off Route 112 in Port Jefferson Station was not met kindly by residents. Residents, local leaders and civic members were critical of the 280-unit residential development, even going as far as to rally at the property in 2023. Conversely, on Tuesday, March 24, the development plan drew applause from a room of Port Jefferson Station/Terryville Civic Association members.

In 2021, the property management company, whose portfolio includes properties in Northport and Bayshore, applied for an unprecedented change of zone from business to commercial redevelopment. The 10-acre parcel would be transformed from a commercial area containing businesses like Planet Fitness, Zorba the Greek and Aboff's Paints, to a mixed-use development containing both residential and commercial areas. Their re-zoning application was approved in 2024.

At the recent civic meeting at Comsewogue Library, Valentin Staller, vice president of Staller Associates, presented a complete look at what the development would look like. After several community meetings over the years, Staller said the property group fine-tuned the property to meet the residents most pressing concerns: that the development provide a sense of place, is architecturally considerate of the Port Jefferson Station character and alleviates traffic pressure through a bypass lane going through the property's internal road.

"I had some misgivings when I didn't know the architecture," Suffolk County Leg. Steve Englebright (D-Setauket) said. "Now that I see the architecture, I have no misgivings...Well done."

The property contains several free-standing, four-sided buildings with varied architectural elements and materials, providing a diversified, natural "New England farmhouse" feel that Staller hopes will "attract local merchants not big-box chain stores." There will be a 54-foot buffer, surpassing the 25-feet that is required in town code, where plants like American holly, red maple and Norway spruce trees will be planted.

A road connecting Terryville Road and Cherub Lane will run through the development. "Our understanding was that many people who live in the neighborhood behind the shopping center [would] like to avoid two traffic signals when going from Cherub Lane to Terryville Road, so one thing that we heard time and again during our early discussions was to maintain a way for people to avoid [Route] 347," Staller said.

A civic plaza sits in the center of the property – a shaded stage that Staller hopes will serve as a "community focal point dedicated to the advancement of the arts" and contribute to a "sense of place."

Landscaping, a large buffer, reduced building height and architectural continuity were priorities for civic members.

Ira Costell, reelected as PJS/TCA president less than two hours earlier, said "I can see a lot of thought and effort went into it," after Staller presented the development. "We've come a long way," he said.

One resident questioned how trash collection would work in the development. Staller said it was a process they "thought very deeply about." Trash will be transported with a private carter. "I don't think anyone's figured out trash for residential buildings until this project," Staller said.

Another resident was skeptical of the traffic impact on Terryville Road. Brookhaven Councilmember Jonathan Kornreich (D-Stony Brook) said that with the commercial use decreased from the plaza's former use – completely commercial – traffic will be "much lower." He also said he would like to explore a shuttle bus option between that corridor and Stony Brook University.

Staller also said the company will no longer crush concrete on site, as doing so has caused dust in the area.

"We've learned how to talk to each other, listen to each other; we've built trust, we've built process," Kornreich said, reflecting on the years prior when civic meetings about the parcel would get "noisy" and contentious. "I think we should all be very proud," he said.

Attachment 3

Resource Conservation, Energy Efficiency, Green Technologies, etc.

At Jefferson Station, the multifamily buildings will be all-electric, notwithstanding New York State's indefinite pause on all-electric building requirements, also notwithstanding Residential Building A's exemption, due to building square footage. Moreover, the residential units will all be heated and cooled with individual air-source heat pumps for each unit. This is a much more energy efficient and green (and much more expensive) way to heat and cool residential apartments than simply using electric HVAC units with natural gas heat and hot water or electric PTAC or VTAC units more commonly used in all-electric multifamily buildings.

The retail buildings within the project are also being designed to comply with the New York All Electric Buildings Act, despite the law's indefinite pause.

Additional green energy technologies and sustainable elements within the project include, but are not limited to:

- Electric water heaters;
- Electric vehicle charging stations for residents;
- Energy Star appliances;
- Separately metered utilities to promote efficiency;
- Programmable thermostats;
- Motion-activated light switches in amenity rooms and common area restrooms;
- An electric vehicle charging station for a proposed shuttle bus service running between Jefferson Station and Stony Brook University, through Port Jefferson Village and the hamlets of Setauket and Stony Brook;
- Insulation that exceeds building code standards to prevent heat gain and heat loss;
- Proximity to the LIRR to promote multimodal transportation;
- A large indoor bike storage area to promote multimodal transportation;
- Redeveloping an existing improved property that is over 96% impervious, rather than clearing trees, and adding 97,761 square feet (i.e., over two acres) of landscaping, reducing the urban heat island effect;
- Abundant landscaping to convert carbon dioxide into oxygen;
- Positioning landscaping adjacent to ventilated garage space to promote the absorption and sequestration of carbon dioxide from internal combustion vehicles;
- Abundant rooftop landscaping (i.e., a green roof) on the podium reduces the urban heat island effect and reduces rainwater runoff via absorption in the soil;
- White flat roofs to reduce the urban heat island effect and indoor cooling demand;
- Light color materials with high Solar Reflective Index values will be used at the podium level to reduce the urban heat island effect;
- Recycled concrete aggregate, including recycled concrete from the preexisting shopping center sidewalk, basement and foundation, which reduces landfill waste, conserves new natural resources, and reduces transportation emissions;
- Purchasing fill materials directly from nearby excavation projects, reducing transportation emissions;

- Smart growth principles, including walkability, adjacency to retail, restaurant and service businesses, access to public transportation and proximity to recreational activities that reduce dependency on automobiles;
- Residential parking below the residential buildings, removing the need for additional exterior asphalt surface parking, which reduces the urban heat island effect and allows for: (i) more community-focused retail; and (ii) additional landscaping, buffer and setback areas;
- 18'-long parking stalls, reducing the need for additional exterior asphalt surface parking, which reduces the urban heat island effect and allows for: (i) more community-focused retail; and (ii) additional landscaping, buffer and setback areas;
- Roll-off trash and recycling compactors will be used in the residential buildings and retail, reducing the frequency of pickups and associated trucking emissions;
- Separate trash and recycling compactors to increase recycling yield; and
- The swimming pool heater will be an air-source heat pump.

<u>Attachment 4</u>

AGMI Restricted Units

The Applicant will dedicate 20% of the apartments (56 total) exclusively for adults with intellectual and/or development disabilities ("I/DD"). This is a population that is tremendously underserved as it relates to housing on Long Island. Nationally, 61% of individuals with I/DD receiving long-term services and supports live with family, 10% live in group homes, and 12% live in their own home.[1]

56 apartments at Jefferson Station will enable individuals to move out of group homes or their parents' homes to live independently for the first time. As a result, there will be more available space in group homes to support other individuals with I/DD. In coordination with YAI, studio apartments at Jefferson Station have been designed specifically for adults with I/DD.

14 I/DD units will be affordable at a level equivalent to 50% of Area Median Income; 14 I/DD units will be affordable at a level equivalent to 65% of Area Median Income; 14 I/DD units will be affordable at a level equivalent to 80% of Area Median Income; and 14 I/DD units will be affordable at a level equivalent to 95% of Area Median Income. Since electricity will be separately metered, a monthly electricity allowance will be factored into the rent calculation.

Since 2017, the Applicant has leased 10% of the apartments at The Lofts at Farmingdale to adults with intellectual and/or development disabilities. The total rent is below what is considered affordable for income levels no greater than 80% of Area Median Income level for the Nassau-Suffolk primary metropolitan statistical areas as defined by HUD; residents pay approximately $200 per month out-of-pocket to live in a Class-A apartment, and the balance is funded by a housing allowance from New York State. In Farmingdale, the Applicant partners with the organization Young Adult Institute Inc. ("YAI"), a regional not-for-profit agency that provides services for people with disabilities. YAI is the largest provider of services in New York for people with I/DD.

At Jefferson Station, YAI will screen and select tenants who are able to move out of group homes and into an independent living environment. YAI will then provide these individuals with Community Habilitation support services ("Com Hab"); YAI's "Trained Com Hab specialists focus on helping people build skills needed for independent living, working on skills like grocery shopping, cooking, banking, laundry, communication, and daily decision-making."[2] YAI estimates that providing Com Hab services at Jefferson Station will create 10-12 full-time employees.

In addition to the 56 I/DD units, the Applicant will provide YAI with an apartment for one or two administrators to live on premises.

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[1] Genjang, Nevil, Lynda Lahti Anderson, and Sheryl A. Larson. "Policy Research Brief: Most People with IDD Getting Long-term Supports Live with a Family Member." Institute on Community Integration, University of Minnesota, October 2022.

[2] YAI, "Community Habilitation," accessed May 12, 2026, https://www.yai.org/services/community-habilitation

It is anticipated that the residents with I/DD will participate fully in the broader community at Jefferson Station, including potential employment opportunities within the retail portion of the development.

Cary F. Staller, a principal of the Applicant, built the Coram Center, a day habilitation center for adults with I/DD in Coram, Town of Brookhaven in 2018. Cary partners with YAI in the operation of this day center, and Cary and YAI anticipate that some of the residents of Jefferson Station with I/DD will participate in activities at the Coram Center.

<u>**JEFFERSON STATION RENDERINGS**</u>


JEFFERSONSTATION


JEFFERSONSTATION

Trading card and game distributor GTS Distribution grows in Medford industrial park

Medford's GTS Distribution plans to relocate to a 39,485-square-foot warehouse and office space, according to an IDA application. Credit: Michael A. Rupolo Sr.

By Celia Youngcelia.young@newsday.comAugust 8, 2026 2:00 am

Share

A distributor of popular games and trading cards will expand its operations in Medford as the trading card industry sees renewed growth.

GTS Distribution plans to relocate from a 27,736-square-foot space at Rechler Equity Partners' industrial park at 10 Donalds Way to a 39,485-square-foot warehouse and office space, according to an application Rechler Equity Partners filed with the Brookhaven Industrial Development Agency.

GTS, which ships popular trading cards including Pokémon and Magic: the Gathering, will rent the space just off Horseblock Road for a little over seven years, according to the application. The IDA approved GTS' plans to lease the space on July 15.

The Medford building is one of nine facilities across the United States where GTS ships trading cards, sports cards and games to local stores across the country, according to its website.

With the added space, the Everett, Washington-based company, which now employs 15 workers, plans to hire five additional employees to staff the warehouse and offices, according to the application. Hourly employees will earn around $22 per hour on average, while annual salaries will range from about $47,760 to $110,000, according to the application.

A representative for Rechler Equity Partners did not respond to questions about the lease. Representatives for GTS Distribution did not immediately respond to requests for comment.

GTS' expansion comes after the pandemic created renewed interest in sports and trading cards. Card values shot up, including on Long Island, where the trading card market boomed, Newsday reported.

Interest in the industry has stuck around nationally; last year, collectors spent more than $2.62 billion on sports and trading cards, Yahoo Sports reported. And locally, hundreds of vendors gathered earlier this year at the Nassau Coliseum in Uniondale for the Long Island Trading Card Game Show, with some selling cards for thousands of dollars, Newsday reported.

By Celia Young

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Home Depot moving ahead on large distribution center in Yaphank

Listen • 4:12Automated narration. Learn more

A dump truck Thursday in Yaphank at the construction site where Home Depot plans to open a large warehouse and distribution center. Credit: Thomas Hengge

By Celia Youngcelia.young@newsday.comJuly 24, 2026 5:00 am

Share

Home Depot will move forward with plans to open a large warehouse and distribution center in Yaphank as the company looks to expand across North America.

Brookhaven Logistics Center, an affiliate of Kansas City-based NorthPoint Development, started construction on a 414,000-square-foot building for Home Depot this spring, said Andrew Villari, a development manager at NorthPoint.

Home Depot will lease the warehouse once it's completed, a spokesperson for the Atlanta-based company told Newsday in an email, though the person declined to comment further on the project.

Villari told Newsday he hopes to finish the shell of the building in the fall of next year. Once it's finished, Home Depot will renovate the inside for its operations.

"It's exciting" because the warehouse "was a long time coming," he said.

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The development will cost roughly $157 million, according to Brookhaven Logistics Center's application for tax benefits from the Brookhaven Industrial Development agency.

In March, Home Depot shared plans for the new facility with the IDA, and asked for tax exemptions of up to $481,250 to renovate the building once it's completed, Newsday reported. Home Depot estimated spending $11 million to outfit the facility.

But the IDA has not yet approved those benefits, nor has it held a public hearing on the possible incentives for Home Depot.

In its IDA application, Brookhaven Logistics Center estimated the development would create 200 new jobs, starting at $23 per hour for hourly workers and range from $77,202 to $191,127 per year for salaried workers.

The project also would be outfitted with light rail that would connect to Ronkonkoma-bound train tracks with the site, which should help to reduce potential traffic impact, said Brookhaven Town Supervisor Dan Panico.

Panico said the new jobs generated by the facility would be a win for the town, especially given the industrial site's history.

"It will generate employment, and ultimately, it is because the Town of Brookhaven has tried and, I think, succeeded in making lemonade out of lemons," Panico said.

The long-undeveloped site had a history with lawsuits and environmental violations. The plot's previous owner, Brookhaven Rail Terminal, was fined in 2015 for illegal dumping and unauthorized sand mining, and later sold the 228-acre site to NorthPoint in 2024, Newsday reported.

National expansion

The project represents a major expansion for Home Depot as the company looks to grow its North American supply chain.

"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.

The new facility would serve customers with same-day and next-day delivery who want to buy bulkier items best delivered with light rail and flatbed trucks — like lumber, building materials and flooring, Reddick wrote.

The expansion fits in with Home Depot’s long-term strategy to get more professional contractors to purchase the company’s building materials, said Marius Morar, director of research and securities at Zelman & Associates, who researches Home Depot.

"Their plan is to basically have almost all the products that a pro contractor would buy," Morar said.

In the past two years, Home Depot has acquired three companies that have expanded its reach into building products, drywall and steel framing and heating, ventilation and air conditioning systems, Morar said.

Home Depot’s new lease for the yet-to-be-completed building comes as Suffolk County has seen industrial businesses lease a significant amount of space.

Nearly 75% of all new leases signed on Long Island in the second quarter of this year were for buildings in Suffolk County, according to a report from the commercial real estate brokerage Cushman & Wakefield. Overall, the Island has a limited amount of vacant industrial space, with a vacancy rate of just 4.9%.

By Celia Young

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Brookhaven approves affordable housing seen as key to revitalizing North Bellport

Renderings of Alegria South. Construction will take about two years, with the first residents dues to arrive in fall 2028. Credit: Courtesy /D&F Development Group

By Carl MacGowancarl.macgowan@newsday.comCarlMacGowanJuly 22, 2026 2:00 am

Share

A 96-unit affordable housing apartment complex seen as key to redevelopment in long-blighted North Bellport is expected to open to its first residents in 2028.

The Brookhaven Town Board, acting as the planning board, voted 6-0 Thursday to approve design plans and special permits for the $55 million project, called Alegria South.

Brookhaven officials and civic leaders have touted Alegria South as a catalyst for revitalization in the hamlet, which lags behind most of Suffolk County in household income.

Median household income was $100,247 from 2020-24, compared to $130,686 countywide, according to U.S. Census figures.

WHAT NEWSDAY FOUND

- **The Brookhaven Town Board**, acting as the planning board, has approved the 96-unit Alegria South affordable housing development in North Bellport.

- **The project is one of several** affordable housing developments seen as key to revitalization in the struggling hamlet.
- **Developer D&F Development Group** says the first units should be available in fall 2028.

The development, at the intersection of Montauk Highway and Atlantic Avenue, is one of several housing projects planned in North Bellport, including one comprising 32 houses with accessory apartments on Ecke Avenue.

Alegria South's developer, The D&F Development Group, of Levittown, previously built the 70-unit Gleneagle Green affordable housing project in North Bellport.

Units available through lottery

Last year, state officials announced $4.5 million in grants from the Downtown Revitalization Initiative and NY Forward programs to fund park upgrades in the hamlet, improvements to the railroad station, new street lighting and the Ecke Avenue development.

D&F Development principal Peter Florey said annual rents at Alegria South will range from $1,400 to $2,000 for one-bedroom, two-bedroom and three-bedroom apartments. The 96 units will be spread across four buildings on the 4.79-acre property, he said.

Construction will take about two years, with the first residents arriving in fall 2028. Most units will be available through a lottery, Florey added.

Some units will be reserved for veterans and developmentally disabled people, he said.

Alegria South will include a community kitchen and residents-only recreational area, town Planning Director Donald Hohn said.

The new housing promises "a restoration of dignity" in North Bellport, a community of about 12,000 people that often has been ignored by developers, said Star Ella, a member of the Greater Bellport Coalition civic group, which supports Alegria South.

"I want to thank Mr. Florey for taking a chance on this community," she said.

Scrutiny for tax breaks

A rendering of the complex. Its 96 units will be spread across four buildings. Credit: Courtesy /D&F Development Group

But some who spoke at Thursday's hearing expressed concern that tax breaks granted for the project by the Brookhaven Industrial Development Agency would hurt the beleaguered South Country school district.

The IDA granted a benefits package including payments in lieu of taxes, or PILOTs, that reduce annual property taxes on the site for 30 years. Tax payments escalate annually until the property owner is required to pay taxes in full.

The tax breaks "would put a strain on our district," Nancy Poulos, a retired South Country district clerk, told the board. "We are struggling."

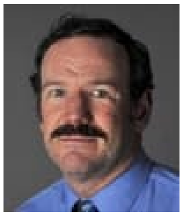
Brookhaven Councilman Neil Manzella agreed that the tax breaks could be "potentially harmful" to the district, though he voted in favor of the project.

Florey responded during the hearing that PILOT payments helped cut construction costs and hold down rent prices. Without tax breaks, "these projects simply would not happen," he said.

In an interview after the meeting, Florey said his company currently pays "a couple of thousand dollars" annually in property tax for the parcel, adding the firm will pay "significantly" more than that in each year of the PILOT payment schedule.

Before the meeting, Councilman Michael Loguercio said Alegria South should help make North Bellport more affordable for residents.

“This is going to be a wonderful project because it’s going to be a very new build-out that will provide affordable housing to keep people in the community,” Loguercio said, adding that plans call for a new supermarket and bank in the hamlet. "It’s going to afford people the opportunity to live and work in the community."



By Carl MacGowan

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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.

Brookhaven Town leans toward 18-month AI data center moratorium

Listen • 4:11Automated narration. Learn more

The proposed 176.6-megawatt Brookhaven Digital Infrastructure Facility would be part of a wave of AI centers sweeping the country. Credit: Newsday/Drew Singh

By Carl MacGowancarl.macgowan@newsday.comCarlMacGowanJuly 16, 2026 5:00 am

Share

Brookhaven's town board seems likely to approve Long Island's first AI data center moratorium Thursday as opposition builds against a proposed Yaphank facility.

Concerns about data centers — and the enormous amounts of electrical and water usage some of them require — prompted town officials last month to call for an 18-month moratorium while Brookhaven considers updates to its town code, Supervisor Dan Panico said in a phone interview last week.

The town board will hold a public hearing on the issue at 5:30 p.m. Thursday, followed by a vote, Panico said.

Brookhaven's vote will come two days after Gov. Kathy Hochul ordered a first-in-the-nation one-year pause on large-scale data centers while the state develops an environmental impact assessment for the facilities. State regulators also are expected to require data centers to provide their own power sources.

WHAT NEWSDAY FOUND

- **Brookhaven's town board seems likely to approve** Long Island's first AI data center moratorium on Thursday.
- **Local opposition to data centers grew in recent months** after the owner of a Yaphank warehouse complex proposed one at the northwest corner of Sills Road and the Long Island Expressway.
- **Brookhaven's vote will come two days after** Gov. Kathy Hochul announced a first-in-the-nation statewide moratorium on large-scale data centers.

Panico said the state moratorium doesn't supersede the town's action. Besides being longer, Brookhaven's moratorium would give officials time to review town codes that Panico said do not specifically address data centers.

“It has emerged much faster than the municipal zoning codes can evolve,” Panico, a Republican, said, adding there is “overwhelming support” for the moratorium among the town's six councilmembers.


Brookhaven Supervisor Dan Panico. Credit: Michael A. Rupolo Sr.

Data center regulations are “not spelled out, and the codes need to be far more specific,” Panico said.

Brookhaven would be the first Long Island municipality to enact an AI moratorium. Islip Town officials, at a meeting Tuesday, scheduled a public hearing for next month on an 18-month ban.

Local opposition to data centers grew in recent months after the owner of a Yaphank warehouse complex proposed one that would occupy all 549,000 square feet of vacant space in three buildings at the northwest corner of Sills Road and the Long Island Expressway.

The proposed 176.6-megawatt Brookhaven Digital Infrastructure Facility would be part of a wave of data centers sweeping the country, prompting concerns that they gobble up too much energy and drive up costs for ratepayers.

The Yaphank facility is one of at least 25 large-scale — greater than 20 megawatts — data center projects in New York, said a spokesperson for the New York Independent System Operator, the nonprofit that monitors state power grids.

Site owner: This project is different

The owner of a Yaphank warehouse complex proposed a data center that would occupy all 549,000 square feet of vacant space in three buildings. Credit: Newsday/Drew Singh

The owner of the 71-acre Yaphank site, WF Industrial, also known as Wildflower, has declined to identify the tenant that would build the data center, Newsday has reported.

Michael Bowden, Wildflower's director of development, called the timing of Brookhaven's proposed moratorium "unfortunate."

He said the Yaphank project is different from other data centers because it would use a “closed-loop water system" and rain catchment equipment, at no cost to ratepayers.

“So from our perspective we are moving ahead with the project," he said. "Our goal here is to help educate people on what this project in particular is and how important it is to the region.”

Support for moratorium

Brookhaven's moratorium has drawn support from civic and environmental leaders.

Yaphank Taxpayers & Civic Association President Chad Trusnovec said a moratorium would help clear up "contradictory messages" he has heard about AI data centers.

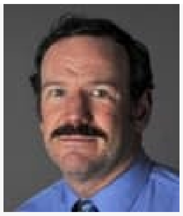
“We are all definitely in favor of a moratorium simply because there’s so much misinformation to flat-out lies,” Trusnovec said in a phone interview, citing competing claims about water and power usage. “Let’s sit back and take a breath here, because a lot of us feel like it’s just being shoved down our throats.”

Monique Fitzgerald, a Bellport resident and climate justice director for the Long Island Progressive Coalition, said the nonprofit supports the moratorium but wants Brookhaven to go further.

“The moratorium is nice, but we need a ban,” she said in a phone interview. She worries Thursday's vote may come too late.

"Why did they wait so long to put it on the calendar?” Fitzgerald said. "They could have done this back in May.”

Newsday's Mark Harrington, Sam Kmack and Joseph Ostapiuk contributed to this story.



By Carl MacGowan
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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.

$450M Yaphank development nears completion after 11 years

Listen • 7:42Automated narration. Learn more

New housing and retail space at The Boulevard in Yaphank, a $450 million mixed-use development that is about 95% complete after 11 years of construction. Credit: Steve Pfost

By Tory N. Parrishtory.parrish@newsday.comToryParrish1Updated July 14, 2026 8:19 am

Share

Construction of The Boulevard, a $450 million mixed-use development in Yaphank, is nearly done 11 years after work began on a long-vacant former racetrack site.

The 322-acre complex is about 95% complete, with its retail space fully leased, more than 935 rental and for-sale homes built, at least 900 people employed at the development, and annual property tax revenue projected to exceed $10 million after tax breaks expire.

The project is the Town of Brookhaven's largest recent redevelopment, replacing vacant land with housing, stores, a hotel and medical offices.

"As the developer of this project, it is extremely gratifying to see our vision of a vibrant, walkable community become a reality," said Brian Ferruggiari, spokesman for Rose-Breslin Associates LLC, the Yonkers-based developer of the retail, hotel and rental-home portions of the project.

Residences at the Brio are among more than 935 rental and for-sale homes built at The Boulevard in Yaphank. Credit: Newsday/Steve Pfost

Located on William Floyd Parkway just north of the Long Island Expressway at Exit 68N, The Boulevard was called the Meadows at Yaphank when construction of the mixed-use project started in 2015. The development now has 535 upscale rental apartments and about 475 high-end, for-sale condos and townhomes built or under construction, 81 more of which are expected to be finished in 2028, developers said.

Construction of Chelsea Senior Living, an assisted-living facility, and a Home2 Suites by Hilton hotel was completed on the property in 2020.

The homes and hotel connect via roadways, walkways and bike lanes to The Shoppes at The Boulevard, a shopping center anchored by a 197,000-square-foot Walmart Supercenter completed in 2021.

The shopping center’s 274,887 square feet of completed retail space is fully leased, Ferruggiari said.

The Pizzeria opened its eighth Suffolk County location at The Boulevard in June, joining a shopping center whose completed retail space is fully leased. Credit: Newsday/Steve Pfost

Among the shops is The Pizzeria, whose eighth Suffolk County restaurant opened at The Boulevard in June, said co-founder Cliff Weinstein, who said the scale of the development drew the business there.

"They built a small city out of nowhere. ... I think it's going to be turned into a destination location for people in the surrounding areas," he said.

Housing fills quickly

An overhead view of the 322-acre complex at The Boulevard, built on the site of a former racetrack in Yaphank. Credit: Steve Pfost

Construction of the for-sale homes at The Boulevard started in 2018, said Steven Dubb, president of The Beechwood Organization, which is the Jericho-based builder of the for-sale homes.

The homes have been selling quickly, including to buyers moving to Suffolk County from Nassau County, where property taxes are generally higher, he said.

The Boulevard was pitched as a development that would help alleviate the shortage of legal rental housing on Long Island.

Though The Boulevard's housing is high-end, having more mixed-use developments like it could make older, existing housing more affordable by increasing the pool of housing options, said Kyle Strober, executive director of the Association for a Better Long Island, a developers' group based in Hauppauge.

“If recent history is any indication, this multifamily development fills immediately. One need only look at Station Yards [mixed-use development] in Ronkonkoma and The Langdon [high-end apartments] in Lynbrook to see how supply was quickly pursued by demand,” he said.

Residences at the Brio at The Boulevard in Yaphank. The development includes 535 upscale rental apartments and hundreds of condos and townhomes. Credit: Newsday/Steve Pfost

As of July 7, the rental housing vacancy rate for buildings with at least five units was 4.7% on Long Island, compared with 8.2% nationwide, according to the CoStar Group, an Arlington, Virginia-based provider of real estate information.

Anthony Durando, 32, moved from his parents' home in Smithtown to an apartment at The Boulevard with his fiancée five months ago, he said while walking his two dogs outside Wednesday evening.

The apartment’s size and the complex's amenities, including a gym and clubhouse, make the $3,100 monthly rent a good value, given the prices of other apartments he and his fiancée considered, he said.

“I mean, everywhere near Smithtown, they're either not available, too small, too expensive,” he said.

From racetrack to mixed-use development

The Boulevard is on the former site of the Parr Meadows quarterhorse racing track, which opened in May 1977 and closed 113 days later, [Newsday previously reported](). The racetrack reopened in 1986 as Suffolk Meadows but closed a year later.

The current development is far smaller than a 1989 proposal by Garden City developer Wilbur Breslin. Dubbed “Willy World” by opponents, that plan called for a 1.65 million-square-foot mall, up to 12,655 homes, 1.3 million square feet of office and industrial space and a hotel on 2,000 acres stretching from the Long Island Expressway north to Middle Country Road.

The plans were downsized over the years, and Breslin partnered with Allan V. Rose, owner of AVR Realty, on the proposal in 1999.

The Town of Brookhaven approved the master plan for the development in 2011.

The Boulevard development has evolved into a self-contained community, said Brookhaven Council member Michael A. Loguercio Jr., who represents District 4, which includes Yaphank.

“You can live there. You can work there if you wanted. You have access to the Long Island Expressway. You have access to the new Yaphank train station, which is going to be about five minutes away as soon as they open it,” he said.

Yaphank’s new $20 million LIRR station is expected to open in 2026 at Precision Innovation Park, about a mile east of the expressway's Exit 68 and 3 miles from the current Yaphank station off Yaphank Avenue.

Tax revenue is expected to rise

In 2014, the year before construction started on The Boulevard, Rose-Breslin Associates paid $859,498 in property taxes on the vacant land, Ferruggiari said.

Last year, the company paid $2.3 million in property taxes on the hotel, assisted-living facility and rental housing, he said, though those properties are receiving tax breaks from the Brookhaven Industrial Development Agency.

Northwell Health Urgent Care and other businesses occupy retail space at The Boulevard, where the completed shopping center is fully leased. Credit: Newsday/Steve Pfost

The 10-, 13- and 15-year tax-break agreements, called payments in lieu of taxes, or PILOTs, give the developer property tax abatements that decrease annually until the deals expire in 2026, 2029 and 2035, when 100% of the property taxes will be due.

After the PILOTs expire, the overall development is projected to generate more than $10 million annually in property taxes, Ferruggiari said. About 70% will go to the Longwood Central School District.

A Walmart Supercenter anchors The Shoppes at The Boulevard in Yaphank. Credit: Newsday/Steve Pfost

The shopping center and non-rental homes did not receive tax breaks.

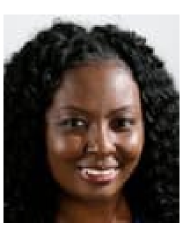
The property tax bill for the shopping center, excluding Walmart, was $491,991.70 in the 2025-2026 tax year, according to the tax portal on the Town of Brookhaven's website. Separately, Walmart paid $974,746.50.

With construction scheduled to continue through 2028 and the tax breaks expiring in stages, the development’s full economic impact will take years to emerge.

For Durando, though, its value is more immediate: It gave him an apartment near his hometown that he said he could not find elsewhere.

“We love everything about it so far," he said.

Newsday's Carl MacGowan contributed to this story.



By **Tory N. Parrish**

tory.parrish@newsday.comToryParrish1

Tory N. Parrish covers retail and small business for Newsday. She has worked at the Pittsburgh Tribune-Review and Observer-Dispatch in Utica, N.Y.

Patchogue hotel developers seek $5 million state grant, 20 years of tax breaks

Listen • 4:12Automated narration. Learn more

An aerial view looking south shows the corner of West Avenue and Division Street in Patchogue, where developers plan to build a 122-room Tapestry by Hilton hotel. Credit: Newsday/John Paraskevas

By Celia Youngcelia.young@newsday.comJuly 28, 2026 2:00 am

Share

The developers behind what would be Patchogue's first hotel in decades are seeking local tax breaks and state funding to build the five-story Tapestry by Hilton.

Yair Yaish, a member of The Watch Hill Hotel Group, asked the Brookhaven Industrial Development Agency on July 15 for 20 years of tax breaks for the proposed 122-room hotel.

Later that day, he outlined plans to seek a roughly $5 million New York State grant during a meeting of the Long Island Regional Economic Development Council.

"This project is about delivering a missing piece of infrastructure for one of Long Island's most successful downtowns and revitalized areas," Yaish told the council.

The group hopes to begin construction in October and complete the hotel by 2028. The developers originally planned to build a Tempo by Hilton, but switched to a Tapestry to gain more flexibility in the design, Yaish said during the IDA meeting.

The hotel is one of a handful planned or under construction on Long Island, as demand for new hotel rooms has grown across the region, Newsday reported.

The entire project would cost around $47.4 million, and Watch Hill plans to secure a $44.4 million loan to build the hotel, according to the application.

Watch Hill requested up to $333,000 in mortgage recording tax exemptions, up to $1.8 million in sales tax exemptions and 20 years of property tax savings, according to the application. The IDA has not approved those benefits, but voted July 15 to consider the incentives.

Without those benefits, the developer's attorney, Dan Deegan, said that the group may be unable to get a loan to build the hotel.

Similarly, Yaish told the Long Island Regional Economic Development Council that the state grant was needed because construction costs have risen alongside interest rates, which have made it more expensive to secure debt. Tariffs, too, have increased the cost of building, Yaish wrote in a July letter to the IDA.

The IDA agreed to commission a report to examine what level of tax incentives are needed to get the project off the ground.

Public support — through grants or tax incentives — would make a project more attractive to a lender, and banks do expect developers to have a higher overall budget in case tariffs impact the cost of construction, said Emil Iskandar, a senior vice president of capital markets for the Loveland, Colorado, hospitality consulting firm HVS.

But banks usually don't decide whether to lend based solely on the presence of tax incentives, Iskandar said. Instead, they look at the entire project, whether it meets the bank's lending requirements, and whether the developer can afford the monthly payments on the loan.

Restaurant and retail space

Plans for the hotel have been in the works since 2024, when Patchogue officials hoped to cap off the village's nearly two-decade revitalization with a hotel, Newsday reported.

Once built, the hotel would include an 8,160-square-foot rooftop restaurant and bar, plus two ground-floor retail spaces. It is expected to create 100 construction jobs and 40 permanent jobs within two years, according to the IDA application.

“It creates jobs," and "leverages significant private investment, and fills a clear market gap,” Yaish told the development council.

Patchogue Mayor Paul Pontieri told Newsday on Friday that the public funding was worth bringing a hotel to the village.

"It’s an asset that we need and an asset that will make us a better place," Pontieri said.

Demand for hotels on Long Island has grown even as the number of hotels has increased, Newsday reported. The area’s dense population, high number of college students and growing leisure travel have all pushed up prices, Newsday reported.

The average daily rate of nearby Suffolk County hotel rooms hit a record of $181.34 last year, according to a study that Manhattan-based consultants LW Hospitality Advisors prepared for The Watch Hill Hotel Group.

By Celia Young

celia.young@newsday.com

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

DATE: 7/8/2026

APPLICATION OF: SPA 77 K L.P. c/o Staller Associates Realty Inc.
Name of Owner and/or User of Proposed Project

ADDRESS: 1455 Veterans Highway, Suite 201
Islandia, NY 11749

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 & User Data

1. Owner Data:

   A. Owner (Applicant for assistance): SPA 77 K L.P. c/o Staller Associates Realty

   Address: 1455 Veterans Highway, Suite 201

   Islandia, NY 11749

   Federal Employer ID #: [redacted] Website: ____________

   NAICS Code: 531110

   Owner Officer Certifying Application: Cary F. Staller

   Title of Officer: President

   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 (Partnership)

   D. Owner Counsel:

   Firm Name: Forchelli Deegan Terrana LLP

   Address: 333 Earl Ovington Blvd.

   Uniondale, NY 11553

   Individual Attorney: Daniel P. Deegan

   Phone Number: 516-248-1700 E-mail: DDeegan@ForchelliLaw.com

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

Name	Percent Owned
SPA 77 K Corp. (General Partner)	1%
Cary F. Staller	74%
Valentin A. Staller	25%

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.

Each principal of the Applicant either owns directly or holds beneficial interests in other commercial real estate entities. Those entities are listed in Attachment 1.

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

See answer G above.

I. List parent corporation, sister corporations and subsidiaries:

See answer G above.

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

No

K. List major bank references of the Owner:

JP Morgan Chase; Valley Bank; Connect One Bank; Suffolk Federal Credit Union; American Community Bank; Morgan Stanley

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"): SPA 77 K L.P. c/o Staller Associates Realty Inc.

Address: 1455 Veterans Highway, Suite 201

Islandia, NY 11749

Federal Employer ID #: [redacted] Website: ______

NAICS Code: 531110

User Officer Certifying Application: Cary F. Staller

Title of Officer: President

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

B. Business Type:

Sole Proprietorship ☐ Partnership ☑ Privately Held ☐

Public Corporation ☐ Listed on ______

State of Incorporation/Formation: New York

C. Nature of Business:
(e.g., "manufacturer of ______ for ____ industry"; "distributor of ______"; or "real estate holding company")

Real Estate Holding Company (Partnership)

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: 450-574 Jefferson Shopping Plaza, Port Jefferson Station, NY

2. Owned or Leased: Owned

3. Describe your present location (acreage, square footage, number buildings, number of floors, etc.):
   10.372-acre property presently improved by a nearly vacant shopping center.

4. Type of operation (manufacturing, wholesale, distribution, retail, etc.) and products and/or services: Nearly vacant, functionally obsolete 1950s shopping center, with the only remaining tenant vacating in 2026. There have been multiple instances where people have been found sleeping in vacancies, including basement space. Therefore, for life safety reasons, the Applicant has already begun demolition, which is now 43% complete. Demolition will continue through 2026.

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

   A. If yes, list the Address: See Attachment 1

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

   A. If no, explain how current facilities will be utilized: The existing 1950s shopping center will be demolished and rebuilt as a mixed-use development. There have been multiple instances where people have been found sleeping in vacancies, including basement space, at the existing, nearly vacant shopping center. Therefore, for life safety reasons, the Applicant has already begun demolition, which is now 43% complete. Demolition will continue through 2026.

   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: Utah and Kentucky. The Applicant has considered developing out of state, but would prefer to invest in the Town of Brookhaven, Long Island.

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

   A. Please explain: While the Applicant has no plans to move out of New York State, it has considered increasing its out-of-state real estate investments.

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

N/A - the existing shopping center will be vacant by the end of 2026. There have been multiple instances where people have been found sleeping in vacancies, including basement space, at the existing, nearly vacant shopping center. Therefore, for life safety reasons, the Applicant has already begun demolition, which is now 43% complete. Demolition will continue through 2026.

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: 450-574 Jefferson Shopping Plaza, Port Jefferson Station, NY 11776

   B. Tax Map: District 200 Section 160 Block 6 Lot(s) 5.1, 5.2, 19

   C. Municipal Jurisdiction:

   i. Town: Brookhaven
   ii. Village: N/A
   iii. School District: Brookhaven-Comsewogue

   D. Acreage: 10.372

3. Project Components (check all appropriate categories):

A. Construction of a new building ☑ Yes ☐ No
   i. Square footage: 365,579 SF + 124,882 SF Garage

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

C. Demolition of an existing building ☐ Yes ☐ No
   i. Square footage: 111,924 SF

D. Land to be cleared or disturbed ☐ Yes ☐ No
   i. Square footage/acreage: None. The existing site currently is 100% developed.

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: ____________

HVAC equipment, elevators, appliances, plumbing equipment, electrical equipment, EV charging stations, and security systems.

4. Current Use at Proposed Location:

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

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

B. Present use of the proposed location: Fully developed, blighted property consisting of a nearly vacant 1950s shopping center, with the last tenant planning to vacate in 2026. There have been multiple instances where people have been found sleeping in vacancies, including basement space. Therefore, for life safety reasons, the Applicant has already begun demolition, which is now 43% complete. Demolition will continue through 2026.

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

____

5. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: Redevelopment of a fully improved blighted property into a transformative mixed-use development consisting of: (i) 280 apartments, of which 56 (20%) will be affordable and workforce (five percent: 50% AMI; five percent: 65% AMI; five percent: 80% AMI; and five percent: 95% AMI) for adults with intellectual and/or developmental disabilities; (ii) a 39,678 square-foot neighborhood lifestyle shopping center designed for small, independent retailers, restaurants, and service providers; (iii) a 5,000 square-foot innovation center; and (iv) a public civic plaza.

B. Proposed product lines and market demands: 1) New supply of housing in a chronically undersupplied part of Brookhaven, near major employment centers, like Stony Brook University, Stony Brook University Hospital, Mather Hospital, St. Charles Hospital, and the Stony Brook Technology Park.

2) 56 new apartments for adults with intellectual and/or developmental disabilities, a tremendously underserved population as it relates to housing on Long Island.

3) A small neighborhood-centric lifestyle shopping center designed for independent merchants with community events to replace functionally obsolete retail space in an underperforming, blighted retail corridor.
4) A new Innovation Center, run in close collaboration with Stony Brook University, which will provide a dedicated space for engineers to work on projects, exchange ideas and meet with investors. It will also be a hub for local students to be exposed to STEM fields at a young age, in a fun, interactive setting, whether it's through classes, events or working with engineers.
5) A public civic plaza for the Port Jefferson Station/Terryville community to enjoy, featuring outdoor concerts and other community events.

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:

39,678 square feet of commercial space designed for independent merchants, restaurants, and personal service providers.

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

See "Attachment 2."

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? 8.1% of the project will consist of retail, restaurants and personal services.

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

See "Attachment 3."

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 ☑	No ☐	% COMPLETE The existing property is 100% improved and >96% impervious
ii.	Foundation:	Yes ☐	No ☑	% COMPLETE ______
iii.	Footings:	Yes ☐	No ☑	% COMPLETE ______
iv.	Steel:	Yes ☐	No ☑	% COMPLETE ______
v.	Masonry:	Yes ☐	No ☑	% COMPLETE ______
vi.	Other:	Demolition of existing shopping center (43% complete)		

B. What is the current zoning? Commercial Redevelopment District

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

Yes ☑ No ☐

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

N/A – The change of zone was granted by the Town Board, and SEQR was completed, on September 26, 2024. The change of zone was made effective on January 21, 2025.

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: N/A

ii. Construction/Renovation/Equipping: Q4 2027 - Q1 20

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:

The anticipated construction timeframe is approximately 27-30 months.

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:

Description	Amount
Land and/or building acquisition	$ Land will be contributed as equity, with the value to be determined by appraisal, estimated to be $25,000,000.
Building(s) demolition/construction	$ 122,388,794
Building renovation	$ 0
Site Work	$ 8,576,466
Machinery and Equipment	$ 14,161,868
Legal Fees	$ 400,000
Architectural/Engineering Fees	$ 2,559,313
Financial Charges	$ 12,095,000
Other (Specify)	$ 4,868,559 (Insurance; State, Local & Tap Fees; Leasing Commissions; Operating Reserve)
Total	$ 190,000,000

Please provide the percentage of materials and labor that will be sourced locally (Suffolk/Nassau Counties) 70-90%

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 CFS

2. Method of Financing:

	Amount	Term
A. Tax-exempt bond financing:	$ 0	______ years
B. Taxable bond financing:	$ 0	______ years
C. Conventional Mortgage:	$ 110,000,000	5 (Construction) years 20-30 (Permanent)
D. SBA (504) or other governmental financing:	$ 0	______ years
E. Public Sources (include sum of all State and federal grants and tax credits):	$ 0	
F. Other loans:	$ 0	______ years
G. Owner/User equity contribution:	$ $55,000,000 (cash) +$25,000,000 (land*)	______ years
Total Project Costs	$ 190,000,000	

*Land will be contributed as equity, with the value to be determined by appraisal, estimated to be $25,000,000.

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

N/A

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

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):

      $110,000,000

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

      $825,000

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):

      $66,527,972

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

      $5,821,198

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

      i. Owner: $N/A

      ii. User: $N/A

3. Real Property Tax Benefit:

   A. Identify and describe if the project will utilize a real property tax exemption benefit other than the Agency's PILOT benefit: None

   B. Agency PILOT Benefit:

      i. Term of PILOT requested: 25-year term commencing upon completion of construction

      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 at project location **: N/A – Last remaining tenant vacating in 2026
Date Average Annual Salary of Jobs to be Retained

Present number of FTEs at any other location of Applicant to be transferred to the project location, in total 0; from within (i) New York State 0; (ii) the Labor Market Area* 0; and (iii) Town of Brookhaven 0.

Please describe the expected use of all other locations where Applicant conducts operations, if any, after Applicant commences operations at the proposed project location. N/A

(Also, please see Part IX – Special Representations Question #1-3).

FTEs to be Created at Project Location in First Year: 2030 (fill in year)

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

FTEs to be Created at Project Location in Second Year: 2031 (fill in year)

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

Number of Residents of LMA:
Full-Time: 94
Part-Time: ______

Cumulative Total FTEs ** at Project Location After Year 2
5-6 – Applicant (Year 2030)
10-12 – Young Adult Institute, Inc. ("YAI") (Years 2030-2031)
78 – in the retail shopping center after lease-up, which is expected to conclude after 2031

Construction Jobs to be Created: 540

*** 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. <u>Salary and Fringe Benefits</u>:

Category of Jobs to be Created	Average Salary	Average Fringe Benefits
Salary Wage Earners	$65,000	$9,750
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?$42,000 + 15% fringe benefits to $120,000 + 15% fringe benefits

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 "Question 3 Response" below.

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

Without financial assistance from the Agency, the project could not proceed, and the Town would be left with a demolished, blighted sea of asphalt, and Port Jefferson Station would not be revitalized. There have been multiple instances where people have been found sleeping in vacancies, including basement space, at the existing, nearly vacant shopping center. Therefore, purely for safety reasons, the Applicant has already begun demolition, which is now 43% complete. Demolition will continue through 2026.

Without financial assistance from the Agency, the Applicant would invest its equity outside the Town of Brookhaven, probably outside the State of New York, or in securities that would not benefit the State or Town.

Question 3 Response:

1) The project will be built entirely out of steel and concrete, which is much more expensive than traditional wood-frame structures built throughout the Town.

2) The project is a redevelopment of a 100% improved, blighted commercial property, which is much more expensive than developing undeveloped land.

3) Without the Agency's assistance, in order to break even, the market rate unit rents would need to be approximately $500/month more than market rents in Brookhaven, which would make the project financially untenable, since it could not be financed.

4) Without the Agency's assistance, the Applicant could not provide the Innovation Center, which will not generate revenue for the project.

5) Housing for adults with Intellectual and/or Developmental Disabilities in excess of the Town's 10% requirement for workforce and/or affordable housing requires Agency support.

6) The Applicant has been working closely with the Town and County to revitalize a blighted section of the Town for over 7 years. The culmination of this work is the proposed project. At all times during these discussions, it has been known to all parties that the Applicant will need IDA assistance in order to build the project. Increased costs of construction, insurance and interest expense have made IDA assistance even more critically important.

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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 CFS

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: 280
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: The project will not be age-restricted.
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	70	14 at $2,650	56
One-bedroom	115	115 at $2,900-3,200	0
Two-bedroom	95	95 at $3,500-4,100	0
Three-bedroom	0	___ at $_____	
Four-bedroom	0	___ at $_____	
TOTALS (#)	280	224	56

	Total number of AMGI Restricted Units at 50 % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at 65 % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at 80 % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at 95 % 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	14** at $ 1,301	14** at $ 1,733	14** at $ 2,126	14** at $ 2,559	___ at $_____	___ at $_____
One-bedroom	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____
Two-bedroom	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____
Three-bedroom	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____
Four-bedroom	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____
TOTALS (#)	14	14	14	14	___	___

**See Attachment 4 regarding AMGI Restricted Units for adults with intellectual and/or developmental disabilities.

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 CFS

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 should Applicant be approved for a Market Rate Housing Project, 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 CFS

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

   a. ______________________________;

   b. ______________________________;

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

SPA 77 K L.P
By: SPA 77 K Corp.
By:

Representative of the Applicant: ______________________________
Cary F. Staller, President

Part XI – Certification

Cary F. Staller (Name of representative of entities submitting application) deposes and says that he or she is the President (title) of SPA 77 K Corp., 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.

SPA 77 K L.P. By: SPA 77 K Corp.
By: [signature]
Representative of Applicant
Cary F. Staller, President

Sworn to me before this 11
Day of June, 2026
Tracie Ann Campo
(seal)

TRACIE ANN CAMPO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6435236
Qualified in Suffolk County
My Commission Expires June 21, 2026

**** 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 <u>must be completed</u> 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.

BUILD BROOKHAVEN

Lisa M. G. Mulligan, 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 1/4 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) –	1/4 of one percent of mortgage amount or \$5,000, whichever is greater.
Late PILOT Payment –	5% penalty, 1% interest compounded monthly, plus \$1,500 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

One Independence Hill, Farmingville, NY 11738 • Telephone 631-406-4244 • Fax 631-494-4798 • www.brookhavenida.org

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, Cary F. Staller, 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.

Signature

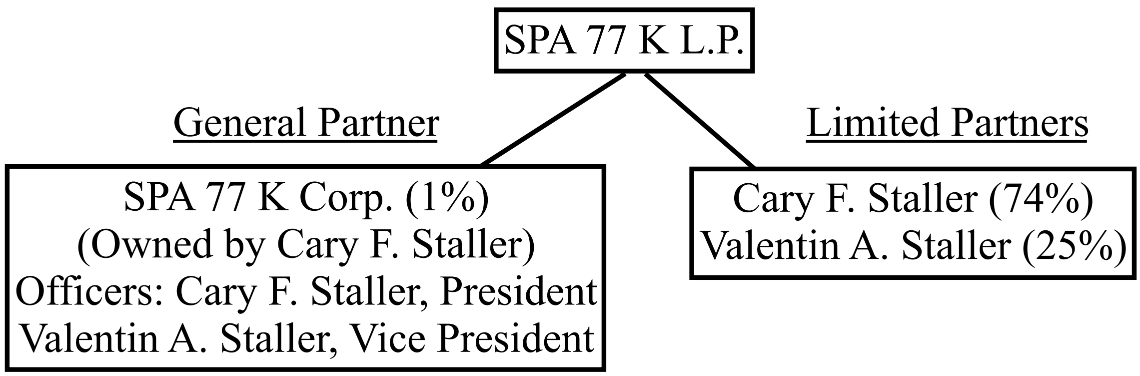
6-11-2026
Date

Cary F. Staller
Print Name

SCHEDULE F

Organization Chart of Applicant

Please Insert



Attachment 1
Related Properties

Rocky Point Kohl's Shopping Center
346 Route 25A, Rocky Point, NY 11778

Selden Aldi Shopping Center
614-644 Middle Country Road, Selden, NY 11784

Center Moriches Lidl Shopping Center
782-812 Montauk Highway, Center Moriches, NY 11934

Rocky Point CVS
626 Route 25A, Rocky Point, NY 11778

Center Moriches CVS
311-315 Main Street, Center Moriches, NY 11934

Bay Shore Northwell Center
430-479 E Main Street, Bay Shore, NY 11706

Oakdale Lidl Shopping Center
4498-4568 Sunrise Highway, Oakdale, NY 11769

Woodbury Village Shopping Center
7903-7977 Jericho Turnpike, Woodbury, NY 11797

The Lofts at Farmingdale
231 Main Street, Farmingdale, NY 11735
285 Eastern Parkway, Farmingdale, NY 11735

Attachment 2

Need/Purpose for the Project

SPA 77 K. L.P. c/o Staller Associates Realty Inc. ("Staller Associates") is in the process of redeveloping Jefferson Shopping Plaza in Port Jefferson Station, one of Brookhaven's oldest shopping centers, into a catalytic mixed-use development, known as "Jefferson Station." The Brookhaven Town Board unanimously approved the project's rezoning in September 2024, and Staller Associates is presently working toward a site plan approval.

Jefferson Station will bring together a dynamic mix of uses to catalyze the redevelopment of the challenged NYS Route 112 corridor between the Port Jefferson Long Island Railroad Station and NYS Route 347, an area filled with vacant storefronts. This is an area that has been targeted for redevelopment by the Town of Brookhaven for over a decade, as described in its adopted "Port Jefferson Station Commercial Hub Study," dated March 4, 2014. It is also targeted for redevelopment by Suffolk County, evidenced by its planned expansion of County Sewer District 02 (Suffolk County Capital Project CP 8154 "Port Jefferson Hub - Connection to Suffolk County Sewer District No. 2").

Jefferson Station will create new housing supply in a chronically undersupplied part of Brookhaven, near major employment centers, like Stony Brook University, Stony Brook University Hospital, Mather Hospital, St. Charles Hospital, and the Stony Brook Technology Park. The project will create 56 new apartments for adults with intellectual and/or developmental disabilities, a tremendously underserved population as it relates to housing on Long Island.

The project is organized around a pedestrian-friendly internal Main Street, and a public civic plaza designed to be a local destination for the surrounding community. The mixed-use Main Street will have outdoor dining, distinctive pavers and exceptional landscaping, anchored by restaurants, independent merchants and personal services providers. A portion of the property will be designed to be closed off to traffic for pedestrian-friendly community-focused events, like regular farmers markets and seasonal festivals. The civic plaza will be designed for year-round use for the community to enjoy, featuring outdoor music events and other community events.

As a true mixed-use development, Jefferson Station will include a small neighborhood-centric lifestyle shopping center designed for independent merchants. This will replace functionally obsolete retail space in an underperforming, blighted retail corridor.

Jefferson Station's internal Main Street will be home to an Innovation Center, a dynamic working and gathering place for engineers, entrepreneurs and programmers to meet and collaborate on projects. With a strong tie-in to nearby Stony Brook University's Engineering Department, the space will bring together the engineering community with local investors and venture capitalists, serving as an economic development engine in the Town of Brookhaven.

The Innovation Center will also have a public facing element geared towards younger members of the local community. Nearby students will be able to: use advanced technologies like 3D printers; take coding classes; and participate in events like robotics competitions. These educational opportunities will help to prepare the next generation for the changing needs of tomorrow's workplaces.

Through significant investment, a first-class design, a premium placed on exceptional building materials, and true mixed-use, Jefferson Station will create a destination within the community that will help to jumpstart the struggling commercial corridor and increase the value of nearby homes and commercial properties. The Innovation Center will create a local hub of economic development and help to prepare Long Island's next generation for the changing needs of a 21st century economy and workforce.

Throughout the genesis of the project, Staller Associates has kept close communication with the Port Jefferson Station/Terryville Civic Association and has received enthusiastic support for Jefferson Station in its current form. This is the direct result of years of effort, discussion, outreach, and exceptional design work by the project's award-wining design team. Attached is a recent Times Beacon Record article describing a March 2026 Civic Association meeting where the community enthusiastically supported the project.

Staller Associates has been working closely with the Town and County to revitalize a blighted section of the Town for over seven years. The culmination of this work is the proposed project. At all times during these discussions, it has been known to all parties that Staller Associates will need IDA assistance in order to build the project. Increased costs of construction, insurance and interest expense have made IDA assistance even more critically important.

Staller Associates present updated plans for 'New England inspired' Jefferson Plaza

Sabrina Artusa   Mar 26, 2026

1 of 5

Updated plans for Jefferson Plaza were unveiled at March 24 PJS/Terryville Civic Association meeting. Photo by Sabrina Artusa

Updated plans for Jefferson Plaza were unveiled at March 24 PJS/Terryville Civic Association meeting. Photo by Sabrina Artusa

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By Sabrina Artusa

Three years ago, Staller Associates' proposed redevelopment of Jefferson Plaza off Route 112 in Port Jefferson Station was not met kindly by residents. Residents, local leaders and civic members were critical of the 280-unit residential development, even going as far as to rally at the property in 2023. Conversely, on Tuesday, March 24, the development plan drew applause from a room of Port Jefferson Station/Terryville Civic Association members.

In 2021, the property management company, whose portfolio includes properties in Northport and Bayshore, applied for an unprecedented change of zone from business to commercial redevelopment. The 10-acre parcel would be transformed from a commercial area containing businesses like Planet Fitness, Zorba the Greek and Aboff's Paints, to a mixed-use development containing both residential and commercial areas. Their re-zoning application was approved in 2024.

At the recent civic meeting at Comsewogue Library, Valentin Staller, vice president of Staller Associates, presented a complete look at what the development would look like. After several community meetings over the years, Staller said the property group fine-tuned the property to meet the residents most pressing concerns: that the development provide a sense of place, is architecturally considerate of the Port Jefferson Station character and alleviates traffic pressure through a bypass lane going through the property's internal road.

"I had some misgivings when I didn't know the architecture," Suffolk County Leg. Steve Englebright (D-Setauket) said. "Now that I see the architecture, I have no misgivings...Well done."

The property contains several free-standing, four-sided buildings with varied architectural elements and materials, providing a diversified, natural "New England farmhouse" feel that Staller hopes will "attract local merchants not big-box chain stores." There will be a 54-foot buffer, surpassing the 25-feet that is required in town code, where plants like American holly, red maple and Norway spruce trees will be planted.

A road connecting Terryville Road and Cherub Lane will run through the development. "Our understanding was that many people who live in the neighborhood behind the shopping center [would] like to avoid two traffic signals when going from Cherub Lane to Terryville Road, so one thing that we heard time and again during our early discussions was to maintain a way for people to avoid [Route] 347," Staller said.

A civic plaza sits in the center of the property – a shaded stage that Staller hopes will serve as a "community focal point dedicated to the advancement of the arts" and contribute to a "sense of place."

Landscaping, a large buffer, reduced building height and architectural continuity were priorities for civic members.

Ira Costell, reelected as PJS/TCA president less than two hours earlier, said "I can see a lot of thought and effort went into it," after Staller presented the development. "We've come a long way," he said.

One resident questioned how trash collection would work in the development. Staller said it was a process they "thought very deeply about." Trash will be transported with a private carter. "I don't think anyone's figured out trash for residential buildings until this project," Staller said.

Another resident was skeptical of the traffic impact on Terryville Road. Brookhaven Councilmember Jonathan Kornreich (D-Stony Brook) said that with the commercial use decreased from the plaza's former use – completely commercial – traffic will be "much lower." He also said he would like to explore a shuttle bus option between that corridor and Stony Brook University.

Staller also said the company will no longer crush concrete on site, as doing so has caused dust in the area.

"We've learned how to talk to each other, listen to each other; we've built trust, we've built process," Kornreich said, reflecting on the years prior when civic meetings about the parcel would get "noisy" and contentious. "I think we should all be very proud," he said.

Attachment 3

Resource Conservation, Energy Efficiency, Green Technologies, etc.

At Jefferson Station, the multifamily buildings will be all-electric, notwithstanding New York State's indefinite pause on all-electric building requirements, also notwithstanding Residential Building A's exemption, due to building square footage. Moreover, the residential units will all be heated and cooled with individual air-source heat pumps for each unit. This is a much more energy efficient and green (and much more expensive) way to heat and cool residential apartments than simply using electric HVAC units with natural gas heat and hot water or electric PTAC or VTAC units more commonly used in all-electric multifamily buildings.

The retail buildings within the project are also being designed to comply with the New York All Electric Buildings Act, despite the law's indefinite pause.

Additional green energy technologies and sustainable elements within the project include, but are not limited to:

- Electric water heaters;
- Electric vehicle charging stations for residents;
- Energy Star appliances;
- Separately metered utilities to promote efficiency;
- Programmable thermostats;
- Motion-activated light switches in amenity rooms and common area restrooms;
- An electric vehicle charging station for a proposed shuttle bus service running between Jefferson Station and Stony Brook University, through Port Jefferson Village and the hamlets of Setauket and Stony Brook;
- Insulation that exceeds building code standards to prevent heat gain and heat loss;
- Proximity to the LIRR to promote multimodal transportation;
- A large indoor bike storage area to promote multimodal transportation;
- Redeveloping an existing improved property that is over 96% impervious, rather than clearing trees, and adding 97,761 square feet (i.e., over two acres) of landscaping, reducing the urban heat island effect;
- Abundant landscaping to convert carbon dioxide into oxygen;
- Positioning landscaping adjacent to ventilated garage space to promote the absorption and sequestration of carbon dioxide from internal combustion vehicles;
- Abundant rooftop landscaping (i.e., a green roof) on the podium reduces the urban heat island effect and reduces rainwater runoff via absorption in the soil;
- White flat roofs to reduce the urban heat island effect and indoor cooling demand;
- Light color materials with high Solar Reflective Index values will be used at the podium level to reduce the urban heat island effect;
- Recycled concrete aggregate, including recycled concrete from the preexisting shopping center sidewalk, basement and foundation, which reduces landfill waste, conserves new natural resources, and reduces transportation emissions;
- Purchasing fill materials directly from nearby excavation projects, reducing transportation emissions;

- Smart growth principles, including walkability, adjacency to retail, restaurant and service businesses, access to public transportation and proximity to recreational activities that reduce dependency on automobiles;
- Residential parking below the residential buildings, removing the need for additional exterior asphalt surface parking, which reduces the urban heat island effect and allows for: (i) more community-focused retail; and (ii) additional landscaping, buffer and setback areas;
- 18'-long parking stalls, reducing the need for additional exterior asphalt surface parking, which reduces the urban heat island effect and allows for: (i) more community-focused retail; and (ii) additional landscaping, buffer and setback areas;
- Roll-off trash and recycling compactors will be used in the residential buildings and retail, reducing the frequency of pickups and associated trucking emissions;
- Separate trash and recycling compactors to increase recycling yield; and
- The swimming pool heater will be an air-source heat pump.

Attachment 4

AGMI Restricted Units

The Applicant will dedicate 20% of the apartments (56 total) exclusively for adults with intellectual and/or development disabilities ("I/DD"). This is a population that is tremendously underserved as it relates to housing on Long Island. Nationally, 61% of individuals with I/DD receiving long-term services and supports live with family, 10% live in group homes, and 12% live in their own home.[1]

56 apartments at Jefferson Station will enable individuals to move out of group homes or their parents' homes to live independently for the first time. As a result, there will be more available space in group homes to support other individuals with I/DD. In coordination with YAI, studio apartments at Jefferson Station have been designed specifically for adults with I/DD.

14 I/DD units will be affordable at a level equivalent to 50% of Area Median Income; 14 I/DD units will be affordable at a level equivalent to 65% of Area Median Income; 14 I/DD units will be affordable at a level equivalent to 80% of Area Median Income; and 14 I/DD units will be affordable at a level equivalent to 95% of Area Median Income. Since electricity will be separately metered, a monthly electricity allowance will be factored into the rent calculation.

Since 2017, the Applicant has leased 10% of the apartments at The Lofts at Farmingdale to adults with intellectual and/or development disabilities. The total rent is below what is considered affordable for income levels no greater than 80% of Area Median Income level for the Nassau-Suffolk primary metropolitan statistical areas as defined by HUD; residents pay approximately $200 per month out-of-pocket to live in a Class-A apartment, and the balance is funded by a housing allowance from New York State. In Farmingdale, the Applicant partners with the organization Young Adult Institute Inc. ("YAI"), a regional not-for-profit agency that provides services for people with disabilities. YAI is the largest provider of services in New York for people with I/DD.

At Jefferson Station, YAI will screen and select tenants who are able to move out of group homes and into an independent living environment. YAI will then provide these individuals with Community Habilitation support services ("Com Hab"); YAI's "Trained Com Hab specialists focus on helping people build skills needed for independent living, working on skills like grocery shopping, cooking, banking, laundry, communication, and daily decision-making."[2] YAI estimates that providing Com Hab services at Jefferson Station will create 10-12 full-time employees.

In addition to the 56 I/DD units, the Applicant will provide YAI with an apartment for one or two administrators to live on premises.

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[1] Genjang, Nevil, Lynda Lahti Anderson, and Sheryl A. Larson. "Policy Research Brief: Most People with IDD Getting Long-term Supports Live with a Family Member." Institute on Community Integration, University of Minnesota, October 2022.

[2] YAI, "Community Habilitation," accessed May 12, 2026, https://www.yai.org/services/community-habilitation

It is anticipated that the residents with I/DD will participate fully in the broader community at Jefferson Station, including potential employment opportunities within the retail portion of the development.

Cary F. Staller, a principal of the Applicant, built the Coram Center, a day habilitation center for adults with I/DD in Coram, Town of Brookhaven in 2018. Cary partners with YAI in the operation of this day center, and Cary and YAI anticipate that some of the residents of Jefferson Station with I/DD will participate in activities at the Coram Center.

JEFFERSON STATION RENDERINGS


JEFFERSONSTATION
EVERMOTION


JEFFERSONSTATION


JEFFERSON STATION

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

DATE: 8\5\26

APPLICATION OF: WB Woodcrest Commons LLC c/o WBP Development LLC
Name of Owner and/or User of Proposed Project

ADDRESS: 480 Bedford Road, Building 300

Chappaqua, NY 10514

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.

Part I: Owner & User Data

1. Owner Data:

   A. Owner (Applicant for assistance): WB Woodcrest Commons LLC

   Physical Address: 480 Bedford Road, Building 300

   Chappaqua, NY 10514

   Federal Employer ID #: [redacted] Website: https://wbhomes.com/

   NAICS Code: 531110

   Owner Officer Certifying Application: William G. Balter

   Title of Officer: Manager

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

   B. Business Type:

   Sole Proprietorship ☐ Partnership ☐ Limited Liability Company ☒

   Privately Held ☐ Public Corporation ☐ Listed on ____________

   State of Incorporation/Formation: New York

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

   Applicant is a special purpose entity owning real estate being developed and managed by WBP Development LLC, a developer specializing in affordable housing in New York State.

   D. Owner Counsel:

   Firm Name: Certilman Balin Adler & Hyman, LLP

   Address: 100 Motor Parkway, Suite 560

   Hauppauge, NY 11788

   Individual Attorney: Tim Shea

   Phone Number: 516.296.7885 E-mail: tshea@certilmanbalin.com

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:

In 1998, WB Woodcrest Associates, LLC, an affiliate of Applicant and WB Development, LLC, received ~~bond financing from the Brookhaven IDA in the amount of $19,205,000 to construct 256 units of~~ senior affordable rental housing adjacent to the Subject Property. That Project, called Woodcrest ~~Estates, was successfully completed, has been operating for ~25 years, and the bond financing has~~ been fully repaid.

K. List major bank references of the Owner:

Richard Gerwitz (Citi Community Capital) - (213) 486-7138

Drew Kessler (M&T Bank) - (845) 461-3883

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: N/A

N/A

Federal Employer ID #: N/A   Website: N/A

NAICS Code: N/A

User Officer Certifying Application: N/A

Title of Officer: N/A

Phone Number: N/A   E-mail: N/A

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

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

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

   Woodcrest Estates currently has four full time employees, working 40 hours a week with an average annual salary of $54,613.

G. Installation of machinery and/or equipment ☒ Yes ☐ No

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

HVAC systems, appliances, elevators, lighting, fixtures etc to be incorporated into the real estate

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: WB Woodcrest Associates, LLC, an affiliate of Applicant

B. Present use of the proposed location: undeveloped land owned by an affiliate of Applicant

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

There is a purchase and sale contract between WB Woodcrest Associates, LLC and WB Woodcrest Commons, LLC

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:

Applicant will develop, own and operate a 104-unit affordable rental apartment complex serving older adults (62+) with average incomes less than 60% of area medium income. The Project will consist of 4, 2-story accessible elevator buildings and a clubhouse.

B. Proposed product lines and market demands: senior affordable housing. There is a widely reported lack of affordable housing options for low-income seniors on Long Island (see for example this report from RPA - https://rpa.org/news/lab/the-impact-of-housing-insecurity-on-long-island). The 256-unit development at Woodcrest Estates operates at full occupancy and maintains a long waiting list for new vacancies. The market demand for affordable senior housing in this market is well-established.

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? Planned Retirement Community ("PRC")

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: The site is zoned as PRC under the definition that occurred in the Brookhaven zoning code prior to 2014 and the zoning must be updated to PRC as defined by the current Brookhaven zoning code to accommodate the proposed density. The change of zoning has the support of the Town and local stakeholders such as Terryville Association and the Change of Zone application will be submitted to the Town Board by the beginning of September, 2026.

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: December 1st, 2027

ii. Construction/Renovation/Equipping: December 8th, 20[illegible]

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:
28 months to complete construction. First move-in anticipated for April 8, 2030

2. Method of Financing:

	Permanent Amount	Term	Construction
A. Tax-exempt bond financing:	$ 0	____ years	$0
B. Taxable bond financing:	$ 0	____ years	$0
C. Conventional Mortgage:	$ 10,590,000	35 years	$38,334,346
D. SBA (504) or other governmental financing:	$ 0	____ years	$0
E. Public Sources (include sum of all State and federal grants and tax credits):	$ 45,632,805		$17,888,459
F. Other loans:	$ 0	____ years	$0
G. Owner/User equity contribution:	$ 0	____ years	$0
Total Project Costs	$ 56,222,805		$56,222,805

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

81% perm. / 32% const.

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:

N/A

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

N/A

Part 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 at project location **: 0 ______ ______________

Date Average Annual Salary of Jobs to be Retained

Present number of FTEs at any other location of Applicant to be transferred to the project location, in total 0 ; from within (i) New York State ____; (ii) the Labor Market Area* ____; and (iii) Town of Brookhaven ____.

Please describe the expected use of all other locations where Applicant conducts operations, if any, after Applicant commences operations at the proposed project location. N/A

(Also, please see Part IX – Special Representations Question #1-3).

FTEs to be Created at Project Location in First Year: 2030 (fill in year)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	**Total**
FTE			3.4										3.4

FTEs to be Created at Project Location in Second Year: 2031 (fill in year)

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

Number of Residents of LMA:
Full-Time: 2
Part-Time: ______

Cumulative Total FTEs ** at Project Location After Year 2
3.4

Construction Jobs to be Created: 200

*** 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.**

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 ☒

   Full real estate taxes would significantly reduce the permanent first mortgage proceeds supported by the proposed Project and would significantly increase the amount of subsidy required to construct the project to levels exceeding what is available from NYS DHCR, thus rendering the Project infeasible.

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

   The Project would be unable to move forward, depriving the municipality of a significant supply of highly in demand senior affordable housing

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 ______

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 ______

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 ______

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 ______

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 ______

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

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 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: 104
2. The number of existing dwelling units the Project proposes to rehabilitate/renovate is: 0
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: 103
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	0	at $	
One-bedroom	88	at $	88
Two-bedroom	16	at $	15 + 1 super's unit
Three-bedroom	0	at $	
Four-bedroom	0	at $	
TOTALS (#)			

	Total number of AMGI Restricted Units at 30 % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at 50 % and associated range of expected monthly rental rates	Total number of AMGI Restricted Units at 60 % 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	9 at $ 927	9 at $ 1,546	70 at $ 1,855	at $	at $	at $
Two-bedroom	1 at $ 1,113	1 at $ 1,856	13 at $ 2,227	at $	at $	at $
Three-bedroom	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____	___ at $_____
Four-bedroom	at $	at $	at $	at $	at $	at $
TOTALS (#)	10	10	83			

Part XI – Certification

William G. Balter (Name of representative of entities submitting application) deposes and says that he or she is the Manager (title) of WB Woodcrest Commons 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 5th
Day of August, 20 26
Christine A Crisci (seal)

Christine A. Crisci
Notary Public, State of New York
LIC # 01CR6365109
Qualified in Westchester County
Comm. Exp. September 25, 20 29

**** 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 <u>must be completed</u> by an individual representative for each entity ****

BUILD BROOKHAVEN

Lisa M. G. Mulligan, 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 1/4 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) –	1/4 of one percent of mortgage amount or \$5,000, whichever is greater.
Late PILOT Payment –	5% penalty, 1% interest compounded monthly, plus \$1,500 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 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;

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.

SCHEDULE E

Background, Credit and Litigation Review Authorization Form

I, William G. Balter 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.

Signature

8/5/26
Date

William Balter
Print Name

Woodcrest Commons – Organizational Structure